City of Portland
and
Laborers' International Union of North America, Local 483
Portland City Laborers
CITY'S FINAL OFFER AND COSTING
November x, 2026

The following are the City's final offer proposals on open articles to resolve the current successor collective bargaining agreement:

Article 1	Recognition
Article 6	Job Security and Outside Contracting
Article 8	Shifts
Article 9	Overtime
Article 10	Reporting Pay and Minimum Pay
Article 11	Working Out of Classification
Article 14	Layoff/Recall
Article 15	Holidays
Article 16	Vacations
Article 17	Health and Life Insurance
Article 23	Union Representation
Article 24	Pay Day
Article 26	Maintenance of Standards
Article 27	Wage Scales
Article 28	Recoupments of Overpayments/Underpayments
Article 32	Trainings, Schools and Conventions
Article 33	Evaluations/Counseling
Article 34	Discipline and Discharge
Article 35	Grievances, Complaints and Arbitration
Article 38	Effective Date and Duration of Agreement
Schedule A	COLA, Premiums, Wages
Schedule B	Applicability of Contract to Temporary Employees
Schedule C	• Park Ranger Applicability • Park Ranger Seniority Clarification • Park Ranger Safety and Training • Park Ranger Recruitments
Letters of Agreement and Memoranda of Understanding	• LOAs #1 - #34 • CDL Premium Pilot – BES • Vacation Cash Out Pilot MOU

The following articles are recognized as Tentative Agreements between the parties:

	Preamble	9/9/26
Article 2	Union Security (incorporates previous Article 3)	8/27/26
Article 4	Management Rights	3/5/26
Article 5	Productivity	3/5/26
Article 7	Work Schedules and Workweeks	10/30/26
Article 12	Seniority	10/13/26
Article 13	Promotion	10/27/26
Article 18	Sick Leave	9/9/26
Article 19	Family and Medical Leave	8/19/26
Article 20	Leaves of Absence	9/9/26
Article 21	Jury Duty and Witness Pay	9/9/26
Article 22	Safety – Sanitation	10/29/26
Article 25	Strikes & Lockouts Barred	3/25/26
Article 29	Tools	3/25/26
Article 30	Clothing	10/29/26
Article 31	Unemployment Compensation	3/25/26

Article 36	Warrant of Authority	3/25/26
Article 37	Savings Clause	3/25/26
Article 39	Professional Development Fund	10/27/26

1. Recognition

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

1.1.1. The City shall make available to a representative of the Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in schedule A. The list shall include all temporary appointments, promotions, and transfers.

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

1.2. Definitions

1.2.1. **Permanent Appointment.** A permanent appointment is an appointment from a certified list of eligibles to an established budgeted position following an examination process.

1.2.2. **Regular Status Employee.** A regular-status employee is an employee that has successfully completed an initial probation period.

1.2.3. **Probation.** Probation is a period of time after an initial hire or promotion.

1.2.4. **Full-Time Employee.** Full-Time employee is an employee that is scheduled to work a minimum of seventy-two (72) hours of a biweekly payroll period.

1.2.5. **Probationary Employee.** Any employee who has not completed their probationary period.

1.3. **Probation**

1.3.1. **Initial Probationary Period.** Employees will be on probation for a minimum of ~~For the purpose of this labor agreement, probation is defined as a~~ nine (9) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on September 7. The probationary period may be extended for a period not to exceed three (3) months by the City and the affected employee. The Bureau will provide notice to the Union of a probation extension.

1.3.1.1. ~~Notwithstanding~~ Regardless of Article ~~1.1.1~~ 1.3.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.

1.3.1.2. All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall ~~endeavor to~~ provide a copy of the offer letter to the Union. During their probationary period employees will be given a minimum of three (3) evaluations. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate the probationary period.

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

1.3.2. **Promotional Probation Period.** A promotional probation period is a minimum period of six (6) months, which begins on an employee's first day of work after promotion.

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

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

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

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

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

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

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

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

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

1.3.4. **Temporary Employee.** Any employee temporarily appointed as defined by HRAR 3.04 and employed in a full-time budgeted position in a classification contained in Schedule A ~~without permanent status with the City~~. Temporary appointments shall not exceed two consecutive years in duration.Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule “B”.

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

1.4. ~~**Rehired**~~ **Reinstated Retirees.** The number of hours paid by a PERS covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by law. No ~~rehired~~ reinstated retiree may work for the City for more than two years, without the approval from the Chief Human Resources Officer. ~~Rehired~~ Reinstated Retirees will be subject to the limitations as defined by law, and the provisions of the applicable HR Administrative Rule ~~3.06 shall apply~~. The only Articles in the Collective Bargaining Agreement that shall apply to ~~rehired~~ reinstated retirees shall be Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

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

1.5. 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 Union. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

1.6. Recruitment Incentives. Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, if approved by the director of the bureau and the City’s Classification and Compensation manager or designee. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint.

Initial permanent appointment above the midpoint of the assigned range may be made with the approval of the Director of the Bureau of Human Resources.

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

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

If a bureau wishes to utilize one or more of the above recruitment incentives, the bureau will notify the LiUNA Local 483 Business Manager, or their designee. The Business Manager, or their designee, will have one (1) business day (24 hours) to veto the bureau's decision. If the bureau does not receive a response from the Union, the bureau may proceed with the recruitment incentive(s).

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 their employment as a result of contracting out work performed by bargaining unit employees. This includes automated services intended to replace labor. 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 and/or ~~including~~ the termination of regular status employees for just cause.

6.2. The City will make every effort to utilize its employees to perform all bargaining unit work. 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 bargaining unit employees do not have the capability to perform, work that is covered by a warranty, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsections.

6.2.1. Bargaining unit work shall not include work that the bargaining unit employees do not possess the skills or have the appropriate equipment to perform. Notwithstanding the above, the parties acknowledge that work processes and methods evolve. The City shall continue to provide employees with the necessary equipment and training to perform work that is a logical and reasonable advancement of the work covered by this agreement, provided the money to pay for the necessary equipment and/or skills is either within the bureaus' budget and they are authorized to spend it in this manner or the expenditure is approved by City Council.

6.2.2. Article 6.2 through 6.5 shall not apply to donations of property, facilities, services, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.

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

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

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

6.3.1.1. If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union. 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 existing staffing level is unable to respond to without substantial disruption of workload assignment.

6.3.9. **Limited:** Work that requires no bidding under City Code (less than $5,000 per job).

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

6.4. Notice. The Union shall be notified thirty (30) days prior to the anticipated start of a new contract involving bargaining unit work, when reasonably practicable, or as soon as practicable after the City becomes aware of the need to contract out. This notification shall include the nature of the work to be contracted, the City's general reason for contracting out the work, the

estimated duration and cost of a contract, and the intended start and end date of the work, to the extent such information is available at the time notice is provided.

The Notice requirements of this section shall not delay the City's procurement or contracting process or the performance of work. Nothing in this section shall limit the City's authority to contract out work consistent with Sections 6.2 and 6.3 of this Article. ~~The City shall provide the Union with copies of project transmittal forms for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.~~

~~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.~~

6.4.1. The Union shall have a reasonable opportunity to discuss proposed contracting out of bargaining unit work. ~~projects subject to the formal contract solicitation process.~~ A "reasonable opportunity" shall mean that the Union may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date notice is sent to the Union. ~~the project transmittal form is sent to the Union.~~ If no request is made within ten (10) calendar days, the Union has waived its right to discuss the matter. If requested in a timely manner, the Union and the City must meet within ten (10) calendar days of receiving the Union's request for a meeting.

6.4.2. The City will post solicitations for Goods and Services contracts over ~~$150,000~~ $250,000 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.

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

6.4.4. The City shall provide the Union with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.

6.4.5. The Union may request a quarterly meeting with bureau staff to discuss information provided under 6.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting. The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

~~6.5. **Article 6 Grievances.** The parties agree to establish a Labor-Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.~~

~~6.5.1. Committee Representatives shall review all grievances alleging a breach of Article 6 within thirty (30) calendar days of the City's written response at Level Two or the completion of mediation at Level Three.~~

~~6.5.2. If a majority of the Committee Representatives agree that the grievance has merit the Committee Representatives will establish an appropriate remedy and the matter should be considered resolved. If the Committee Representatives cannot agree on an appropriate remedy or fail to meet within the timelines specified above, the Union may appeal that grievance to arbitration in order to determine the appropriate remedy. If the Committee Representatives disagree that a grievance has merit the Union may appeal that grievance to arbitration. If a majority of the Committee Representatives agree that the grievance does not have merit the grievance shall be barred from arbitration and shall be considered withdrawn with prejudice. The Union must appeal that grievance to arbitration within fourteen (14) calendar days after the Committee Representatives' 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.~~

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	5:59 PM
Third/Nights	7:00 PM	4:59 AM

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

Day Shift. Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article 7.1) with notice to the Union. Changes may be made outside the above listed hours upon mutual agreement between the City and the Union.

8.2. An employee scheduled on a second, third or relief shift 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:

Shift	
Second/Swing	~~$1.77~~ $2.37
Third/Graveyard	~~$2.36~~ $3.69
Relief	~~$2.36~~ $5.00

8.2.1. 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 Class 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.

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

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

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

8.5.1. Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.

8.5.2. Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 8.1 above.

8.5.3. The provisions of Article 8.5 do not apply to employees who are part-time.

8.6. The shift premiums provided for in 8.2 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of 8.2 shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.

8.7. Lunch Periods. Lunch Periods shall be scheduled by the City, and will allow the employee either thirty (30) minutes or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Union. ~~However, where the City now allows thirty (30) minutes off, the City will~~

~~continue to do so for the life of this Agreement; and where the City now allows one (1) hour off, the City will continue to do so for the life of this Agreement.~~

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

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

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

9. **Overtime**

9.1. **Overtime Rate**. Overtime shall be paid at the rate of one and one- half (1-1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of their established shift hours, or on their days of rest or in excess of forty (40) hour in their FLSA workweek.

9.2. 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 absences during the regular workday for personal reasons. Nothing in this Article limits an employee's ability to flex their time in accordance with Article 7.5

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

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

9.3. **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. All offers of overtime shall include the classifications and number of positions being filled.

Employees who are assigned standby may be considered as available for overtime. Employees on approved leave shall not be considered as available for overtime unless the employee notifies the city, in writing, that they are available.

If there is disagreement about the applicable work unit for an equalization list, the city and Union shall meet to discuss.

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.

9.3.1. A record of overtime hours worked or offered to each employee shall be updated ~~maintained~~ regularly and posted prominently in the work place. The most up to date overtime equalization list will be made ~~in each work unit for each month and~~ available upon request. ~~In work units consisting of five (5) or more employees within the same classification, such information shall be posted.~~ The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. Nothing in this subsection shall prevent management from reviewing equalization of overtime for a period of less than the three (3) months obligated above. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. Employees who fail to respond to an overtime offer in a reasonable time frame shall have the offer counted against their hours on the equalization list if the overtime is accepted by an employee in the same classification in their work group who has fewer hours on the list or if the city has to pull from a different classification to fill the overtime.

9.3.2. Overtime offers and equalization in the Bureau of Environmental Services shall continue status quo as established by current rules.

9.3.3. ~~By mutual agreement the City and Union may meet to discuss~~ If there are perceived systematic inequities in the offering of overtime the City and Union shall meet to discuss. ~~that may be occurring.~~

9.3.4. **Remedy.** An employee who believes that they have not received a fair share of available overtime offers has an assertive duty to address the matter with their immediate supervisor and designated 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.

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

9.3.6. **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.

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

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

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

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

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

9.4.2. At no time shall any employee be required to work their next regular shift without eight (8) hours of rest between any hours worked. The only exception is that on-call employees must be available during on-call hours. The employee shall remain in paid status for the rest hours that overlap with the employee's next regular shift.

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

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

9.7. There shall be no pyramiding of overtime rates.

9.8. ~~**Essential Employees**~~ **Qualified Citywide Closures.** Any employee 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 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 is over. After an employee earns one hundred (100) hour 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 9.9.1 will apply in the event of a sustained Citywide Closure. ~~who is designated by management as an Essential Employee and is required to report to work when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one (1) deferred holiday for every full shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.~~

Employees whose deferred holiday bank is full, will be given the equivalent time in pay. Employees who earn a deferred holiday within thirty (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.

9.9. In the event of a sustained qualified Citywide Closure greater than fourteen (14) calendar days, the City and the Union will meet and discuss the impacts of the ongoing closure by the fifteenth (15th) day and Article 9.9.1 will apply up to twenty-one (21) calendar days.

9.9.1. Power and/or Internet Outage During Citywide Closures.

a. Employees impacted by a power or internet outage during Citywide closures when they would otherwise be expected to use individual leave accruals to make up lost work time will receive a full day's pay.

b. In the event the Mayor makes the decision to close City offices and buildings and fully remote or hybrid employees are directed to work from home, and an employee experiences a power and/or internet outage that prevents the employee from teleworking, then the employee will remain in a paid status for their regularly scheduled shift

during the duration of the outage. If an employee's power or internet is restored during their workday, the employee is expected to continue working remotely for the remainder of their regularly scheduled shift.

c. The City agrees to allow paid time in qualifying circumstances for a maximum of forty (40) hours, regardless of how many events of outage occur.

10. **Reporting Pay and Minimum Pay**

10.1. Any employee who is scheduled to report for work on their regular schedule, and who reports for work as scheduled, but where work is not available, or made available for the employee, 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 the remainder of their regularly scheduled shift pay to an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform their normal duties for the full shift.

10.2. Any employee called to return to work before the employee's next work shift, and such call is after the employee has left the City's premises at the end of their last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times their regular rate. The “return to work” will commence at the time the employee receives the call and agrees to return to work. The “return to work” shall end when the employee leaves the last designated reporting location at the conclusion of the work.

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

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

10.2.3. When the employee is called back and is required to work eight (8) or more consecutive hours outside of their normal working shift, the employee shall be paid a shift differential that corresponds with the time of the call to return to work.

10.3. Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth and seventh day shall not be covered by this paragraph.

10.4. ~~Before the City requires~~ ALL bargaining unit employees required to “stand-by” during their off duty hours, ~~the City and the Union representative will meet and determine the appropriate compensation.~~ shall be compensated per 10.4.1 below:

10.4.1. ~~If the City has not worked out a “stand-by” agreement with the Union and requests an employee to “stand-by”, t~~ The employee shall receive ~~two (2)~~ thirty-two (32) hours pay or comp time at the straight time rate for each one (1) week ~~eight (8) hours~~ of “stand-by” time. For stand-by assignments that are less than one (1) week in duration, the employees shall receive 0.25 hours pay or comp time at the straight time rate for each one (1) hour of “stand-by” time. For the purposes of this section, “stand- by” shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can respond to the initial contract within a period of fifteen (15) minutes. Travel time to report to work will not normally exceed one (1) hour. ~~report for work within a period of one-half (1/2) hour, absent unusual circumstances.~~

10.5. If an employee is called back on an emergency during ice or snow conditions, 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.

10.6. Employees are authorized special mileage allowances under the following conditions: All mileage allowances must be pre-authorized. When such employees use their own transportation to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess distance both going to work and returning home. Employees are required to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.

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

11. **Working out of Classification**

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

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

11.1. Employees may be worked out of classification when:

11.1.1. Temporary vacancies occur in any classification.

11.1.2. Emergency conditions exist and enough personnel are not available in a classification to take care of such ~~emergency~~ emergencies. Emergency will be defined as a situation beyond the control of the City for which the City could not pre-plan.

11.1.3. For legitimate training purposes.

11.1.4. Any reason approved through a Memorandum of Understanding between the Union and the City.

11.2. This provision shall be inapplicable to the selection of employees to perform non-bargaining unit work. Subject to agreement with the Union, the City may reserve upgrade opportunities for legitimate training purposes. Otherwise, when selecting employees to work in higher classifications, as provided in 11.1.1 through 11.1.4:

11.2.1. First choice of such work shall be given to an employee on an appropriate eligible list (provided by the Bureau of Human Resources) who is a permanent employee of the bureau at which the temporary vacancy is being filled, and qualified, subject to the Letters of Understanding which are attached to this agreement and made a part thereof.

For purposes of this Article "qualified" means an employee who meets the minimum qualifications for the classification, is on the appropriate eligible list, and has demonstrated the ability to perform the essential duties of the assigned classification through a skills demonstration, prior work performance, or other job-related assessment as determined by the City.

The City and the Union have agreed that when filling short-term vacancies in a higher class, the offer of such work shall be made first to employees who are on the appropriate eligible list. The City further agrees that it will make every effort to distribute such assignments as equally as possible among those on the eligible lists.

11.2.2. When no employee is available from the appropriate eligible lists, the City shall select ~~from among the three (3) available~~ the most senior qualified employee~~s~~ in the division or bureau, who ~~are~~ is willing to accept the appointment, until a list of qualified candidates is certified.

11.2.3. All active appropriate eligible lists shall be posted prominently in the work location of appropriate work units.

11.2.3.1. New City employees shall not be eligible for temporary upgrades under sections 11.2.1 and 11.2.2 until they have completed ~~six (6)~~ nine (9) months of service with the City. This shall not preclude the City from using new employees for temporary upgrade if no other employees are available under 11.2.1 and 11.2.2.

11.2.4. Employees appointed temporarily to work out of classification will be expected, for the term of such appointment, to perform the duties normally performed by the employee they are replacing in that classification. However, employees temporarily appointed to non- represented positions will not administer discipline or have access to personnel files.

11.2.4.1. The City will notify the Union when a bargaining unit member is upgraded to a non-represented position. Employees temporarily appointed to non-represented positions who are also Union Shop Stewards shall be required to cease operating in the capacity of a Shop Steward for the duration of said appointment.

11.2.4.2. Employees ~~appointed~~ assigned temporarily to work out of classification in ~~a non-bargaining unit~~ position not covered under Schedule A, will ~~shall~~ not be subject to this agreement for the duration of such ~~appointment~~ assignment except that such assignment will not result in the loss of the employee's underlying represented status or rights associated with their permanent classification. Any discipline imposed during the working out of classification assignment must be for just cause.

11.3. Except for official apprenticeship or training classifications, when an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in ~~his or her~~ their current ~~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~~ applied for all prior temporary service in that classification for determining the appropriate service step of the pay range for that classification.

11.3.1. ~~If upgraded in a workday to a higher~~ When an employee is assigned to work out of classification during a workday, ~~an~~ the employee will receive the rate applicable to the higher classification for a minimum of one (1) hour. If the assignment exceeds ~~upgraded longer than~~ one (1) hour, the employee will be compensated at the ~~receive four (4) hours; eight (8) hours if assigned to such~~ higher classification rate for no less than one-half (1/2) of their regularly scheduled ~~over four (4) hours in the~~ workday. If the employee is assigned to the higher classification for one-half (1/2) or more of their regularly scheduled workday, the employee will be compensated at the higher classification rate for their entire regularly scheduled workday. ~~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.~~

11.3.2. When it is necessary to work employees as provided in 11.1.1 and 11.1.2 in a lower classification, the City shall pay the employee their regular rate for their permanent classification.

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

11.4. The City agrees that it will conduct timely examinations to provide the necessary eligible registers to fill the vacancies which occur in the classifications covered by this agreement. No vacancy in a full- time position covered by this agreement shall be filled on a temporary basis for longer than six (6) months, unless the Bureau of Human Resources is unable to provide the necessary eligible register. This provision does not require the City to fill budgeted vacant positions.

14. **Layoff/Recall**

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

14.1. **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 as a result of accepting permanent or temporary appointment to another classification.

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.

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.

14.2. A tie in classification seniority shall be broken and greatest seniority determined by:

~~the highest score on the eligible list from which appointment was made; if a tie remains, then,~~

14.2.1. the greatest length of service with the City; if a tie remains, then,

14.2.2. the date and time of receipt of the application by the Human Resources Bureau; if a tie remains, then,

14.2.3. by random draw, which may include a coin toss.

14.3. 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.

14.4. **Reductions in Force.** In the event an employee's position is abolished, an employee shall be permitted to bump as follows, providing the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing classification specifications by the Bureau of Human Resources:

14.4.1. 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:

14.4.2. 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:

14.4.3. Into a vacancy in the same classification in the employee's assigned bureau; if none, then:

14.4.4. Into the position held by the least senior person within the employee’s current classification within the bureau; if none, then:

14.4.5. Into a vacancy in the employee's current classification City-wide; if none, then:

14.4.6. Into the position held by the least senior person within the employee's current classification City- wide; if none, then:

14.4.7. 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 14.4.1 through 14.4.6 above; if not, then:

14.4.8. Into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined in 14.4.1 through 14.4.6 above.

14.4.9. A part-time or job share employee shall have bumping rights as described in 14.4 above except that a part-time or job share employee shall not displace a full-time employee.

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

14.5. Recall

14.5.1. If an employee has been transferred because of a layoff, that employee shall have the right to transfer back to their former classification in the 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.

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

14.5.3. Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.5.6 below, whichever occurs earlier.

14.5.4. 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.

14.5.5. On re-employment of laid off employees, the City shall notify the employee by Certified Letter, with a copy to the Union, mailed to the employee's last known address. The employee shall have ten (10) working days to report their intentions to the City and shall report to work within four (4) weeks after notification to the City.

14.5.6. Reappointment to the classification from which the employee was laid off, shall result in the employee's removal from the recall list and right to recall.

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, Veterans 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.

Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.

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

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 the employee's second or more contiguous days off, the first scheduled work day following the holiday shall be considered the holiday and paid as such.

15.1.3. Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, will observe Christmas on December 25, New Year's on January 1, Veterans Day on November 11, Juneteenth on June 19 and Independence Day (the Fourth of July) on July 4.

15.1.4. In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.

15.2. **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8 hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, employees shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.

15.2.1. Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

15.2.2. An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.

15.2.3. No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless the employee was in paid status for such day before and day after, or unless the employee has previously applied to their supervisor in writing for permission to be so absent. However, in emergency situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence to their supervisor. If the supervisor considers the reason for the absence excusable, the holiday pay shall be paid.

Should the supervisor either question the validity of the request or consider the reason for the absence insufficient cause for being absent, the supervisor shall contact the Union to discuss the case and together the Union and City shall render a decision. If no agreement is reached, the matter shall be referred to the Human Resources Bureau for review. The deliberation and decision shall be based upon both the following considerations:

(a) whether the absence would have been granted had prior approval been sought, and in addition;

(b) whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

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

15.2.5. If an employee is on sick leave and a holiday is observed, the employee shall be paid for such holiday and it shall not count against their accumulated sick leave.

15.3. Personal Holidays

15.3.1. After completion of ~~six (6) months~~ 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. Effective January 1, 2027, employees that report in-person one hundred percent of the time will receive three (3) additional personal holidays each calendar year for a total of six (6) days.

15.3.2. After completion of ~~six (6) months~~ thirty (30) days of service, each regular part-time or job-share employee covered by the terms of this Agreement shall receive personal holiday time prorated for their Full Time Equivalent (FTE) designation per calendar year. Employees that report in-person one personal holiday time prorated for their Full Time Equivalent (FTE) designation per calendar year. For example, a .75 FTE working a 4/10 schedule would receive twenty-two and a half (22.5) hours if they have a hybrid or remote status or would receive forty-five (45) hours if they have a fully in-person status hundred percent of the time. ~~twelve (12) hours personal holiday time per calendar year.~~

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

15.3.4. 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.

16. Vacations

All Employees shall receive vacations with pay as follows:

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

Years of Service (Years)	Bi-Weekly Accrual Rate (Hours)	Annual Accrual Rate (Hours)
0	4.31 hours	112.06 hours
1	4.47 hours	116.22 hours
2	4.62 hours	120.12 hours
3	4.77 hours	124.02 hours
4	4.93 hours	128.18 hours
5	5.08 hours	132.08 hours
6	5.24 hours	136.24 hours
7	5.39 hours	140.14 hours
8	5.54 hours	144.04 hours
9	5.70 hours	148.20 hours
10	5.85 hours	152.10 hours
11	6.00 hours	156.00 hours
12	6.16 hours	160.16 hours
13	6.31 hours	164.06 hours
14	6.47 hours	168.22 hours
15	6.62 hours	172.12 hours
16	6.77 hours	176.02 hours
17	6.93 hours	180.18 hours
18	7.08 hours	184.08 hours
19	7.24 hours	188.24 hours
20	7.39 hours	192.14 hours
21	7.54 hours	196.04 hours
22	7.70 hours	200.20 hours
23	7.85 hours	204.10 hours
24	8.00 hours	208.00 hours
25	8.16 hours	212.16 hours
26 +	8.31hours	216.06 hours

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

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

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

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

16.3.3. Includes absence because of an 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 their pay status.

16.4.3. Any authorized personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.

16.5. The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding 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, the employee's vacation time shall be paid in a lump sum.

16.7. **Vacation Scheduling.** Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed.

16.8. Each employee will be entitled to exercise their seniority for only one (1) vacation period selection each calendar year.

16.9. A bureau and the Union 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 Union and the Bureau of Human Resources Director prior to implementation.

16.10. The bureau and the Union 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 approve or deny requests for annual vacation bidding and ad-hoc vacation requests will be two (2) weeks for annual vacation bidding from the end of the bidding process and three (3) ~~five (5)~~ business days for ad-hoc vacation requests. These managerial deadlines are to ensure employees have the opportunity to plan and organize the logistics of their vacations. Nothing contained within this Article shall be interpreted to prevent an employee from taking one or two day vacations with less than three (3) days' notice by mutual agreement between the employee and their immediate supervisor.

Ad hoc vacation request is any vacation request submitted outside of the annual vacation bidding process. Seniority will apply only to vacation selections made through the annual vacation bidding process and will not apply to ad hoc vacation requests. Ad hoc vacation requests will be considered on a first-come, first-serve basis, subject to operational needs.

16.12. 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. Vacations for durations of longer than four (4) ~~five (5)~~ weeks shall be subject to the approval of the Bureau Director or their designee. After an approved vacation of longer than four (4) ~~five (5)~~ weeks, employees must return to work for a minimum of two (2) weeks before taking additional vacation. ~~Nothing contained within this Article shall be interpreted to prevent an employee from taking one or two day vacations upon reasonable notice and by mutual agreement between the employee and their immediate supervisor.~~

16.13. Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time unless the needs of the operation so dictate. If the employee feels their scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and 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 their 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.

16.15. **Emergency Leave.** Employees may use up to a maximum of three (3) days of additional vacation leave each calendar year for personal emergencies. Emergency Leave may be used without prior supervisor approval.

16.16. **Vacation Sell Back.** Employees may elect to sell up to a maximum of forty (40) hours of accrued vacation back to the City.

16.16.1. Bargaining unit employees will have the option to be voluntarily paid out for up forty (40) hours of their accrued but unused vacation time, one time per calendar year, from January 1st to December 31st, each year through the duration of the agreement.

16.16.2. As per IRS requirements, employees must designate in writing their irrevocable agreement to sell back vacation time in the following calendar year (e.g., if an employee intends to sell back vacation in the 2027 calendar year, the employee must submit their written request before the end of the 2026 calendar year).

16.16.3. Vacation hours may only be sold if earned in the same calendar year.

17. Health and Life Insurance

17.1 **Labor/Management Benefits Committee**

17.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits committee. ~~The committee will consist of fourteen (14) members.~~ One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), AFSCME, Local 189, the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17, ~~City of Portland Professional Employees Association~~ (PROTEC17), Portland Police Association representing Emergency Communications Operators (PPA-BOEC), LiUNA Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME Local 189 representing the Auditor's Office, City of Portland Professional Workers (CPPW), and LiUNA Local 483 representing Portland City Laborers. The remaining seven (7) members shall be appointed by the City.

17.1.2 A quorum of ~~twelve (12)~~ voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf.

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 ~~at least twelve (12)~~ committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

17.1.5 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

17.1.6 The committee shall meet at least quarterly and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

17.1.6.1 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, and local laws, statues and rules.

17.2.1 **~~Regular~~ Full-Time Employees.**

~~Regular f~~Full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution.

Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates

employment, enters an unpaid status because of military leave or unpaid leave or is not working 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.

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

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

17.2.2 **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 minimum contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis.

Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working 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.

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

Percentage of City Contribution based on employee status. 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%

The percentage of employer contribution shall be based on whether an employee is actively employed in an eligible job class and status and is working regularly scheduled hours.

17.3 City/Employee Contributions

17.3.1 **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, t~~The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the

LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

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

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

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

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

Cash Payment

One Party	$25.00 per payday
Two Party	$45.00 per payday
Family	$62.50 per payday

~~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 follows:~~

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

~~Effective July 1, of each year of the Agreement, the City contribution rate provided in the previous year of the~~

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

17.4 The City shall pro-rate the cash payment ~~and City contribution~~ in 17.3.5 ~~6 and 17.3.7~~ above for part- time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours. In addition to the cash payment to the employee, the City shall contribute an additional amount to the Health Fund based on the annual composite.

17.5 Health Fund Reserves

17.5.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations.

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

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

17.6 Retiree and Survivor Benefits

17.6.1 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.

17.6.2 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.

17.7 Group Life Insurance

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

17.7.2 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.

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

17.8 Federal and State Health Legislation

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

17.9 Disability Insurance

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

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 also 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 employee involved provided, however, such activities will be limited to the steward and/or Union officer 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 supervisor shall arrange in a timely fashion for a mutually beneficial time to perform the requested activity.

23.2 **Designated Representatives.** A designated representative is a public employee in the bargaining unit who is designated by the Exclusive Representative (Union) as a representative for the employees of the bargaining unit. 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.

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. ~~The exclusive representative may identify up to thirty employees in the bargaining unit as designated representatives.~~ The Union must ~~exclusive representative shall~~ submit the a 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:

a. Investigate and process grievances and other workplace- related complaints on behalf of the exclusive representative

b. Attend investigatory meetings and due process hearings involving represented employees

c. Participate in on prepare for proceedings under ORS 243.650 to 243.782, or at that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board

d. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining

e. Attend labor management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters

f. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientation or at any other meetings that may be arranged for new employees

g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness

h. 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 during their regularly scheduled work time conducting the designated activities in Article 23.4. Designated representatives will receive no overtime pay for performing their designated activities under Reasonable Paid Time. City Paid Union Leave ~~Reasonable time~~ shall not exceed ~~1600~~ 1800 hours in a fiscal year to be used among all designated representatives. The City will provide to the Union a quarterly report to show the amount of City paid Union Leave time used by the designated representatives. If the City and the Union disagree whether a designated representative's reasonable time appears excessive, or that reasonable time is disproportionately impacting a worksite, 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 2.

a. Additional hours of City Paid Union Leave ~~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.

~~b. 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 person designated as representative shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against a designated representative in the matter of layoffs or rehires or discharge a steward on account of the proper performance of their duties.

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, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

~~23.7~~ **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. ~~For consultations, negotiations, and meetings, no more than one employee from a workgroup or work site may attend on City Paid time.~~

23.7.1 Meetings for the purpose of discussing disciplinary action under section 34.1, 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.

23.8 **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:

~~New Employees: For the purpose of employees new to the bargaining unit, reasonable access includes the right to meet with employees 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 to make arrangements to 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.~~

a) ~~Regular Employees: For all employees, reasonable access includes, but is not limited to, t~~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.

b) 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. For 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.

c) 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.

d) 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.

23.9 **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, must code such time as Union Leave Union Paid on their timesheets and 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 the total cost to the City for the employee including ~~132.8% of~~ the employee's normal hourly wage and a percentage ~~includes 24.36%~~ for PERS, ~~6.2% for~~ SSI, ~~1.45% for~~ Medicare, and ~~0.7887% for~~ Tri-Met. 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~~.

23.10 **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.

a) 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.

b) 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.

23.11 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.

23.12 **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.

23.12.1 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. Any employee shall be allowed to examine their personnel file upon request. An employee will be made aware of any information placed in their personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

23.12.2 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 Union. The Union and the City shall meet immediately on any rule or regulation which tends to be in 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 employees.

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

23.14 **New Employee Orientation.** A designated representative ~~A steward or union representative~~ and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first ~~three~~

~~(3) months~~ thirty (30) days of employment to discuss new member orientation and union issues. The City shall notify the Union of a new employee as soon as practicable following the employee's start date. The Union shall be responsible for coordinating the Union orientation with the employee and the orientation may occur during the employee's first thirty (30) days of employment. ~~The~~ A Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the Union representative(s) may be invited to attend and given an opportunity to address new employees.

23.15 Union Bulletin Boards

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

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

23.15.3 If the City believes that a notice does not meet the criteria specified in Article 23.15.2, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 23.15.2, 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 or not the notice met the criteria specified in Article 23.15.2. If the arbitrator determines that the criteria of 23.15.2 have been met, the notice will be re-posted.

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 In case an employee is laid off, quits or is discharged, the employee shall receive their pay in compliance with State law.

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.

Prior to implementing direct deposit the Union and City will meet to review the procedures and reporting requirements for direct deposit.

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 Union 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.

27. Wage Scales

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

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

27.2 **City Initiated Classification Changes.** Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the Human Resources Director, or designee, shall notify the Union 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 five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.

27.3 Reclassification Changes

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

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

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

27.5 Wage Rates for New Classifications

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

Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

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

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

27.6.1 Effective July 1, 2023, for the purposes of computing an employee member's "final average salary" overtime will be capped at 500 hours for all employees covered by this agreement.

27.6.2 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.

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

28. Recoupment of Overpayment/Underpayments

28.1 **Overpayments**

28.1.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, and regardless of when the overpayment occurred, the employee will repay the City. The City 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.

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

28.1.2.1 The City may, at its discretion, deduct for overpayments occurring during the 364-day period immediately preceding notice to the employee which includes statutorily-required notifications regarding the deduction. Such notice will be provided at least 10 calendar days before the deduction and will be limited to five percent of the employee's gross wage, unless the employee requests and specifies a greater deduction. Should the employee be separated from employment prior to the overpayment being completely repaid, the City may recoup the balance owed from the employee's final paycheck, consistent with state law. This subsection is not subject to the remaining overpayment requirements set forth below.

28.1.2.2 Absent using the process described above, ~~T~~the City may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

28.1.2.3 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.

28.1.2.4 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 28.1.4 below.

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

28.1.3.1 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

28.2.1 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.

28.2.2 This provision shall not apply to claims asserting eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work, work out of classification pay or

reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

32. Training, Schools and Conventions

32.1 In making determinations as to personnel who shall attend conventions or schools, the City will give consideration to 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 Union 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, that falls within an existing classification and 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.

33. Evaluations/Counseling

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.

33.1 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) work days 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.

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

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

34. Discipline and Discharge

34.1 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.

34.1.1 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.

34.1.2 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 as a result of discipline.

34.2 **Discharge, Demotion and Suspension.** The City shall not discharge, demote or suspend any employee without just cause who has completed their probationary period as provided in section 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 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.

34.3 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.

34.4 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.

34.5 Just cause provisions of this section do not apply to temporary employees, as defined in Article 1.

34.6 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' file.

35. Grievances, Complaints and Arbitration

35.1 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.

35.2 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, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

35.3 Procedure

35.3.1 **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. The Union will advise the appropriate individual at the next level within a reasonable period of time.

35.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee ~~shall~~ may 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.

35.3.3 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.

35.3.4 **Level One -- Bureau Head or Designee**

a. 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.

b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, and the remedy sought, ~~and~~ shall be signed by ~~(each of)~~ either 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.

c. The parties shall meet to discuss the grievance with the appropriate bureau head or designee to whom the grievance is submitted and the bureau head or designee shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.

35.3.5 **Level Two -- Human Resources ~~and Commissioner in Charge~~**

a. 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 ~~and the Commissioner in Charge~~ at Level Two within fourteen (14) calendar days after receiving notice of the Level One decision.

b. 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.

c. The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure (see Clause 23.2 of this Agreement) within

thirty (30) calendar days of receipt of written notice to impose the disciplinary action.

d. 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.

e. To submit a grievance to Level Two a copy of the grievance shall be filed ~~simultaneously~~ with the ~~office of the Commissioner in- Charge and the~~ Bureau of Human Resources.

~~The Commissioner in Charge may either retain jurisdiction at this level of the procedure or delegate the Bureau of Human Resources /bureau head to handle the grievance with full authority to settle it. If the Commissioner in Charge does not retain jurisdiction of the grievance within seven (7) calendar days after receiving a timely appeal, the grievance shall be considered as having been delegated to the Bureau of Human Resources.~~

f. 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.

g. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources/bureau head or their designee within twenty-one (21) 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.

h. 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.

35.3.6 **Level Three -- Mediation**

a. If the Union is not satisfied with the Level Two, upon the mutual agreement of the parties it may be referred to mediation within ~~fourteen (14)~~ thirty (30) calendar days after the Level Two disposition has been rendered.

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

35.3.7 **Level Four -- Arbitration**

a. If the grievance remains unresolved at Level Two or Level Three (mediation), the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within ~~twenty-one (21)~~ thirty (30) calendar days of denial of the grievance at Level Two or ~~twenty-one (21)~~ thirty (30) calendar days after the close of mediation if the parties agreed to refer the grievance to Level Three.

b. 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.

c. 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.

d. The City and Union 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.

e. The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the

parties. The Union 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 Head in good faith shall be binding on all parties.

f. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

38. Effective Date and Duration of Agreement

Except as otherwise agreed to herein the term of this Agreement shall begin July 1, 2026 ~~2022~~, and shall remain in full force and effect through June 30, 2030 ~~2026~~.

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and LiUNA Local 483 agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

Schedule "A" COLA

YEAR ONE - Effective July 1, 2026 ~~2022~~, Schedule "A" wage rates will be ~~revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2022, to June 30, 2023 are to be~~ increased by three percent (3%) ~~five percent (5%).~~

~~An additional three percent (3%) across-the-board increase for all employees will also be effective July 1, 2022.~~

YEAR TWO - Effective July 1, 2027 ~~2023~~, Schedule "A" wage rates will be ~~revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2023, to June 30, 2024, are to be~~ increased by three percent (3%) ~~five percent (5%).~~

YEAR THREE - Effective July 1, 2028 ~~2024~~, Schedule "A" wage rates will be increased by three percent (3%). ~~revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2024 to June 30, 2025 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 2022 and the 2nd Half 2023) 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 FOUR - Effective July 1, 2029~~2025~~, Schedule "A" wage rates will be increased by three percent (3%).~~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%).~~

Schedule "A" Premiums

Effective July 1, 2026 ~~2022~~ through June 30, 2030 ~~2026~~

1. Premiums described in paragraphs 2 a-d, 3 a-d, 4 a-b, 5, and 6 shall not be pyramided.
2. The following named classes and work situations will be paid a premium of eighty cents ($0.80) per hour for all hours worked rounded up to the next whole hour:
   a. Utility Worker I's and II's assigned to sewer main and lateral repair crews (not emergency crews);
   b. Automotive Equipment Operator Is, Utility Worker Is, and Utility Worker IIs assigned to operate a mounted or trailed compressor together with hydraulic or pneumatic jackhammer.
   c. Employees operating a hydraulic or pneumatic handheld jackhammer.
   d. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.
3. Under the following work situations, a premium of eighty cents ($0.80) per hour will be paid for a minimum of four (4) hours:
   a. To any employee other than an Arborist, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead while working from a temporary scaffolding, portable ladder or boom, which is fifteen (15) feet above ground or working from any suspended device.

      Any employee who is required to work over ninety (90) feet above the ground on bridges and structures while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay. Any employee who is required to work over ninety (90) feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at 1.5 times the employee's base rate of pay. The appropriate pay for employees working over 90 feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate;
   b. To any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation.
   c. To employees in the Industrial Maintenance Millwright classification series performing vibration testing and/or analysis work that is assigned by the supervisor.
   d. To any employee operating a 90 pound or larger jackhammer.
4. The City will pay a premium of two dollars ($2.00) per hour for actual time worked rounded up to the nearest whole hour under the following conditions:
   a. Employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and/or safety suits) and/or Level "B" PPE only while:
      1) engaged in work inside a permit required confined space as defined by OSHA; or
      2) connecting chlorine cylinders or responding to liquid chlorine alarms; or,
      3) performing work in areas designated by the City as having contaminated soils (i.e. heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or
      4) receiving bulk shipments of chemicals; or
      5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.
5. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment shall be paid a premium of five percent (5%) for all time so assigned. The above premium will also apply to Vehicle and Equipment Mechanics.

6. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee the lead rate five percent (5%). This shall not be deemed a requirement that the City designate a lead in charge of every crew. An employee assigned lead duties in a work day will receive the lead rate of pay for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.

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

7. Wastewater Treatment Certifications:

   a. Wastewater Operators and Wastewater Operations Specialists holding a Wastewater Treatment Plant Operators Certification from the State of Oregon shall receive a premium of $0.50 per hour for Level II certification, $0.75 per hour for Level III certification, and $1.00 per hour for Level IV certification. These premiums shall be paid for all hours worked.

   b. The City shall pay for the initial cost of certification. The employee is responsible for renewing the certification and paying the renewal costs.

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

8. Wastewater Collection System Certification:

   a. Employees who work in and around live sewers in the operation and maintenance program and who hold a Wastewater Collection System Certification from the State of Oregon shall receive a premium for each certification level above Level I for all hours worked when assigned to sewer crews as follows: Level II $0.50 per hour, Level III $0.75 per hour, Level IV $1.00 per hour.

   b. The City shall pay for the initial cost of certification. The employee is responsible for renewing his or her certification and the renewal costs.

   c. Certification pay will be attached to base pay and applicable for all hours working in the sewer operation and maintenance program. (Not applicable when snow plowing or tasks unrelated to the sewer O&M Program.)

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

   e. On a non-precedent-setting basis, the City agrees to pay for renewal costs of certifications included in Schedule A, paragraph 8.a above for all recertifications occurring before July 1, 2018.

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

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

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

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

11. **Emergency Crew Premium.** Classifications in the Portland City Laborers' contract working in the Portland Bureau of Transportation will receive a one dollar ($1.00) an hour premium for all work performed while a part of an emergency crew.

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

13. **Language Pay Differential.** All employees covered by this agreement shall be eligible to participate in the City's

Language Pay Program.

14. Utility Worker I-CL employees assigned to facility stores clerk duties at Streetcar shall receive a premium equivalent to a Utility Worker I-CL at the 6 month step working out of class as a Storekeeper/Acquisition Specialist-CL.

Current Wage Scales – As of 6/30/26 (wages will be increased according to COLA in Schedule A)

Job ID	Classification	EN	6MO	Y1	Y2	Y3	Y4	Y5
30001737	Arborist I	33.10	34.34	35.58				
30001738	Arborist II	33.62	37.47	38.41				
30000248	Arborist III	38.13	42.47	43.35				
30001739	Arborist IV	40.51	44.01	45.83				
30000090	Asphalt Raker	32.13	33.34	37.30	38.66			
30002494	Auto Equip Oper II: Tractr-Trailr-CL	33.03	37.47	39.77				
30000096	Auto Servicer	28.18	32.11	34.55				
30000103	Automotive Equip Oper II: Street Sweeper	33.03	37.47	39.77				
30001609	Automotive Equip Oper II:Striper	33.03	37.47	39.77				
30002583	Automotive Equip Oper III: Sewer Vac-CL	35.99	39.11	42.04				
30002493	Automotive Equipment Oper I-CL	31.99	36.37	38.75				
30004375	Automotive Equipment Oper III: Crane-CL	35.99	39.11	42.04				
30002500	Carpenter, Lead-CL*	42.33	44.45	46.67				
NEW REGULAR CLASS	Carpenter, Lead-CL	42.33	44.45	46.67				
30002499	Carpenter-CL	40.33	42.33	44.45				
30002496	Concrete Finisher, Apprentice-CL	34.84	36.40	37.58				
30002498	Concrete Finisher, Lead-CL*	42.33	44.45	46.67				
NEW REGULAR CLASS	Concrete Finisher, Lead-CL	42.33	44.45	46.67				
30002497	Concrete Finisher-CL	40.33	42.33	44.45				
30002495	Construction Equipment Operator-CL	34.23	38.95	42.22				
30000095	Environmental Systems Crew Leader	40.90		44.17				
30000094	Environmental Systems Maintenance Tech	35.99	39.11	42.04				
30002488	Facilities Maintenance Technician, Ld-CL*	43.04	48.20	49.68				
NEW REGULAR CLASS	Facilities Maintenance Technician, Ld-CL	43.04	48.20	49.68				
30002487	Facilities Maintenance Technician-CL	42.69	46.10	47.50				
30000085	Greenskeeper I	28.99	32.92	35.46				
30000086	Greenskeeper II	32.65	36.39	37.28				
30000087	Greenskeeper III	33.84	38.54	40.99				
30002502	Horticulturist, Apprentice-CL	29.69	33.71	36.08				
30002504	Horticulturist, Lead-CL*	35.04	39.93	42.33				
30002503	Horticulturist-CL	33.39	38.12	40.34				

30000126	Industrial Machinist	47.52						
30000157	Industrial Maintenance Millwright	47.52						
30000158	Industrial Maintenance Millwright, Lead*	51.05						
30000156	Industrial Maintenance Millwright, Trnee	29.45	33.08	34.25				
30002501	Laboratory Analyst I-CL	31.88	36.46	38.25	40.24			
30002505	Laboratory Analyst II-CL	34.21	39.01	40.95	43.02	45.16		
30002506	Laboratory Analytical Specialist-CL	38.88	43.16	45.09	48.25	51.61		
30002507	Laboratory Coordinator-CL	40.35	44.78	46.47	49.72	53.26	56.94	
30000098	Maintenance Mechanic	35.54	38.67	39.74				
30003752	Maintenance Mechanic, Trainee	28.88	29.99	31.10				
30003352	Maintenance Worker Assistant-CL	17.72	18.16	20.56				
30002609	Maintenance Worker-CL	23.47						
30001709	Park Ranger	31.93		33.53	35.18	36.95	38.81	
30000099	Parking Pay Station Technician	33.83	36.79	38.68	40.85			
30000100	Parking Pay Station Technician, Lead*	39.51	42.92	44.21				
30000084	Parks Maintenance Crew Leader	40.90		44.17				
30002492	Parks Technician, Lead-CL	31.93	33.53	35.19	36.95	38.81		
30002491	Parks Technician-CL	30.40	31.93	33.53	35.19	36.95		
30000093	Public Works Crew Leader	35.99	39.09					
NEW CLASSIFICATION	Renewable Natural Gas System Operator	45.66	49.62	51.67	53.23			
30002159	Seasonal Park Ranger	27.14		28.50	29.91	31.41	32.97	
30004326	Sidewalks Crew Leader	40.90		44.17				
30000092	Sign and Marking Technician	40.90		44.17				
30000089	Sign Maker	37.72	40.99	42.20				
30002133	Site Operations Crew Leader	40.90		44.17				
30002483	Storekeeper/Acquisition Specialist I-CL	30.58	34.81	37.45				
30002484	Storekeeper/Acquisition Specialist II-CL	32.14	36.51	39.33				
30004050	Storekeepr/Acquisition I: Auto Part Spec	30.58	34.81	37.45				
30000055	Storekeepr/Acquisition II:Auto Part Spec	32.14	36.51	39.33				
30002485	Storekeepr/Acquisition Specialist III-CL	36.34	41.61	43.88	45.13			
30002486	Storekeepr/Acquisition Specialist, Ld-CL*	36.34	41.61	43.88	45.13			
30004051	Storekeepr/AcquisitionIII:Auto Part Spec	36.34	41.61	43.88	45.13			
30004350	Street Cleaning Crew Leader	40.90		44.17				
30000091	Street Maintenance Crew Leader	40.90		44.17				

~~30001609~~	~~Striper Operator*~~	~~29.74~~	~~33.73~~	~~35.81~~				
30000250	Tree Inspector	40.91		42.96	45.11	47.36	49.73	52.21
30003353	Tree Inspector, Senior	45.00		47.26	49.61	52.11	54.70	57.44
30000080	Turf Maintenance Technician	28.99	32.92	35.46				
30002489	Utility Worker I-CL	30.02	32.67					
30002490	Utility Worker II-CL	32.67	33.88	35.12				
30000163	Wastewater Operations Specialist	45.66	49.62	51.67	53.23			
30000160	Wastewater Operator I	32.74	37.28	39.88	41.05			
30000161	Wastewater Operator II	38.12	43.37	43.79	44.84	46.12	47.52	
30003825	Wastewater Operator III	45.66	49.62	51.67	53.23			
30000162	Wastewater Operator, Lead*	43.22	46.99	48.39	51.05			
30000159	Wastewater Operator, Trainee	29.45	33.08	34.25				
30000123	Welder	40.33	42.33	44.45				
30000122	Welder, Apprentice	34.84	36.40	37.58				
30000124	Welder, Lead	42.33	44.45	46.67				

** Indicates classification wage rate pay plus a premium modifier. These rates vary based on an employee's base position.*

Apprentice Wage Scales as of 6/30/26

Job ID	Pay Grade/Scale	Classification	Rate Type	Entry to 5mo	6 to 11mo	12 to 17mo	18 to 23mo	24 to 29mo	30 to 35mo	36 to 41mo	42 to 47mo
30002510	SCLT3622	Carpenter, Apprentice-CL	Hourly	26.67	28.89	31.12	33.34	35.56	37.78	40.01	42.23
30002508	SCLT3624	Facilities Maint Tech Apprentice-CL	Hourly	28.50	30.87	33.25	35.62	38.00	40.38	42.75	45.13
30000155	SCLT3626	Industrial Maintenance Millwright, Appr	Hourly	28.51	30.89	33.26	35.64	38.02	40.39	42.77	45.14
30002509	SCLT3620	Utility Worker II, Apprentice-CL	Hourly	24.59	27.22	29.86	32.49				

Schedule "B": Applicability of Contract to Temporary Employees

With respect to temporary employees in full-time budgeted positions in Union-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 16.13 (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 20.2.3Union 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. Evaluations/Counseling does not apply except for 33.1 and 33.2.

34. Discipline and Discharge does not apply except as indicated.

35. Grievance Procedure applies except as limited by the provisions of Article 34.

36. Warrant of Authority. No change resulting from extending representation to temporary employees.

37. Savings Clause. No change resulting from extending representation to temporary employees.

38. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A, sections 1-6 apply

LETTER OF AGREEMENT

Laborers International Union of North America (LiUNA) Local 483 and the City of Portland

Seasonal Park Rangers

The parties to this Letter of Agreement (LOA) are Laborers' International Union of North America (LiUNA) Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have seasonal appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Seasonal Park Rangers, the terms and conditions of the Portland City Laborers contract do not apply unless specifically outlined below.

Preamble Applies.

1 Recognition applies as indicated except:

1.1.1 Seasonal Park Rangers have no probationary period.

1.1.5 Seasonal Park Rangers may work up to 1600 hours per calendar year.

2. Union Security applies.

3. Dues Check-Off applies.

4. Management Rights applies.

5. Productivity applies.

6. Job Security and Outside Contracting applies.

7. Work Schedules and Workweeks does not apply. Instead the following language applies:

The City maintains the right to alter an employee's workday or workweek, and to require an employee to work overtime and on a weekend or holiday. An employee's work schedule shall normally be forty (40) hours during each workweek. A work schedule shall normally have the same starting and quitting times unless staffing requirements dictate otherwise, or by mutual agreement of the City and the affected employee. If staffing requirements dictate a work schedule that does not have the same starting and quitting times, the City will provide the union and the affected employees with written notice of the schedule.

A "workweek" is defined as any combination of workdays assigned to an employee for work within a period of seven (7) consecutive days. The beginning of the workweek is the first day following an employee's two (2) consecutive scheduled days off. For employees having nonconsecutive days off, the payroll week will be considered the workweek.

When an employee is assigned nonconsecutive days off, the time worked on the last scheduled day of the employee's workweek shall be compensated at time and one-half, provided such compensation is specifically authorized by the Bureau Director.

Part-time work schedules shall be allowed.

An employee who fails to report at the scheduled starting time, or is otherwise unable to perform their normal duties for the full shift, shall not be guaranteed a full shift.

8. Shifts applies.

9. Overtime applies as indicated except:

9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable rate of overtime.

10. Reporting Pay and Minimum Pay applies.

11. Working Out of Classification applies.

12. Seniority does not apply.

13. Promotion applies

14. Layoff/Recall does not apply. Instead the following language applies:

A Seasonal Park Ranger who completed their assignment for the season shall be eligible for re- employment the following year only, provided in the judgment of the City that the employee is suitable for re-employment. The employee shall be provided written notification of eligibility for re- employment on their last scheduled workday. Copies of the notice will be place in the employee's official personnel file and provided to the Union.

In the event the City determines an employee is not eligible for re- employment, that decision may not be appealed or grieved.

15. Holidays does not apply. Instead the following language applies:

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

New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans 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.

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. It is further provided whenever a holiday falls on an employee's regular scheduled day off; i.e., if the holiday falls on their first day off, the day before such holiday shall be considered as a holiday and paid for as such. If the holiday falls on their second or more contiguous scheduled day off, then the following day shall be considered as a holiday and paid for as such.

If the day after Thanksgiving falls on an employee's regularly scheduled day off, it will be treated as the second or greater contiguous day off and their first scheduled workday shall be considered as a holiday and paid for as such.

Eligible full-time employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. Holiday pay for eligible part-time employees shall be pro-rated based on full time equivalency.

An eligible employee shall be any employee who has been an employee of the City at least two weeks prior to the holiday and is in paid status the day before and the day following the holiday. Employees directed or authorized to work on a holiday shall be compensated at time and one-half for the time worked on the holiday and shall defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

16. Vacation does not apply.
17. Health and Life Insurance does not apply. Instead:

Eligibility

Seasonal Park Rangers and their eligible family members, as defined within the Health Plan Document, will be eligible for the City's Seasonal Worker Medical, Vision, Dental, and Employee Assistance Program (EAP) Benefits Plans on the first of the day of the month following their date of hire or rehire in a position that is scheduled within SAP for a minimum of twenty- eight (28) hours per week.

Enrollment

A Seasonal Park Ranger will automatically be enrolled in Medical, Vision, Dental, Employee Assistance Program (EAP) Benefits Plan single (1) party coverage when the initial eligibility requirement is met.

An employee may enroll eligible family members within thirty (30) days after the employee's initial enrollment. Medical, Vision and Dental Benefits Plan coverage for eligible family members will be retroactive to the date the employee became eligible for coverage. The employee's additional required Medical, Vision and Dental Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment process is complete and any required documentation has been received.

City required documentation must be provided before eligible family members will be enrolled.

Continued Eligibility

In order to continue eligibility for the City's Seasonal Worker Medical, Vision, Dental, Employee Assistance Program (EAP) Benefits Plan, a Seasonal Park Ranger must have been paid for one hundred twelve (112) hours in the prior month.

However, employees are allowed to drop below the one hundred and twelve (112) hour monthly requirement once per calendar year and will maintain their health insurance.

Coverage Termination

For the term of this Agreement, coverage in the Seasonal Worker Benefits Plan will end at the end of the month in which the Seasonal Park Ranger ends employment or does not meet the hours requirements described under the continued eligibility section; coverage will not be extended for

an additional month if the employee's final paycheck is insufficient to cover the required Seasonal Worker Benefits Plan contribution.

City/Employee Contributions

~~Effective July 1, 2023 and for the term of this Agreement, t~~The City shall contribute for each eligible Seasonal Park Ranger ninety five percent (95%) of the total Seasonal Park Ranger Medical, Vision and Dental Benefit Plan rates adopted by the City Council for the one party, two party, or family enrollees (whichever applies) for the term of the Agreement.

Each eligible employee shall contribute five percent (5%) of the total Seasonal Park Ranger Medical, Vision and Dental Benefits Plan rates adopted by the City Council rates for the one party, two party, or family enrollees (whichever applies). The portion of the Medical, Vision and Dental Benefits Plan costs paid by a Seasonal Park Ranger shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

To meet Federal Affordable Care Act (ACA) requirements the City will continue its employer contribution up to six (6) months for any employee who remains employed by the City and who had previously met the ACA eligibility requirement, but has reduced hours below the Seasonal Worker Benefits Plan eligibility requirements.

Employee Opt Out

For the term of this Agreement, a Seasonal Park Ranger eligible for the Medical, Vision and Dental Benefits Plan who provides proof of alternative medical coverage may choose to opt out of the City provided Medical, Vision and Dental Benefits Plan.

18. Sick Leave does not apply. Instead:

Sick Time shall be provided in accordance with the City of Portland Protected Sick Time Ordinance. Should the Protected Sick Time Ordinance be amended during the term of this agreement, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the amendment(s).

19. Family and Medical Leave applies.

20. Leaves of Absence does not apply except:

    20.2.2 Union leave applies.

21. Jury Duty and Witness Pay applies.
22. Safety-Sanitation applies as indicated except:

    22.13.1 Does not apply.

23. Union Representation applies.

24. Payday applies.

25. Strikes and Walkouts Barred applies.

26. Maintenance of Standards applies.

27. Wage Scales does not apply. Instead, the following language applies:

If the position description of Seasonal Park Ranger is substantially revised, the City will set a wage range for the classification and notify the Union.

Upon setting a wage range for the revised 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, or notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

28. Recoupment of Overpayment/Underpayment applies.

29. Tools applies.

30. Clothing applies except for 30.1. Current practice for work clothing provided below.

31. Unemployment Compensation applies.

32. Training, Schools and Conventions applies.

33. Evaluations/Counseling applies.

34. Discipline and Discharge does not apply. Instead the following language applies:

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union. The affected employee may file an appeal of the discharge as a grievance at
Level Two of the grievance procedure, provided the appeal is made in writing within seven calendar days of the discharge.

35. Grievance Procedure does not apply. Instead, the following language applies: 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.

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.

Procedure:

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 file the grievance or respond in writing within the time limits at each level shall render the grievance automatically withdrawn. The Union will advise the appropriate individual at the next level within a reasonable period of time.

Informal Level: Before presenting a written grievance, the employee should attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. A representative of the Union may attend any meeting under this section.

Level One -- Immediate Designated Supervisor: If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the immediate designated supervisor outside the bargaining unit within five (5) working days of the claimed
violation.

This statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which

such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by the employee and/or by the Union.

The immediate designated supervisor to whom the grievance is directed shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within five (5) working days.

Level Two -- Bureau Head/ 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 Director of the Bureau of Human Resources, or designee or the bureau head, or designee within ten (10) working days after receiving notice of the decision.

The appeal shall include a copy of the original grievance.

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 designee or Bureau Head, or designee within ten (10) working days after filing, unless extended by mutual consent.

The decision of the Director of the Bureau of Human Resources, or designee or Bureau Head, or designee, shall be final.

36. Warrant of Authority applies.

37. Savings Clause applies.

38. Effective Date and Duration applies. Schedule A. applies.

Seasonal Park Rangers will move through the steps based on hours paid (6 months= 1040 hours, 1 Year= 2080 hours, etc.).

Job#	Job Title	EN	Y1	Y2	Y3	Y4
New	Seasonal Park Ranger	$24.43	$25.66	$26.93	$28.28	$29.69

Schedule B does not apply.

Current Practice for Uniforms/Clothing:

Rangers are issued three (3) shirts (at least one being short sleeve), three (3) pants (at least one being long leg pants and one being shorts), and one (1) jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger's footwear (e.g. brown boots would require a brown belt) and at least one (1) inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee's last day of work.

10/27/14 Revised 7/1/17, 7/1/22

LETTER OF AGREEMENT

Laborers International Union of North America (LiUNA) Local 483 and the City of Portland Regular Park Rangers

The parties to this Letter of Agreement (LOA) are Laborers International Union of North America (LiUNA) Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have regular appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Regular Park Rangers, the terms and conditions of the Portland City Laborers contract do not apply unless specifically outlined below.

Preamble Applies.

1. Recognition applies as indicated except:

   1.1.1 Probationary period is 9 months from the date of hire.

2. Union Security applies.

3. Dues Check-Off applies.

4. Management Rights applies.

5. Productivity applies.

6. Job Security and Outside Contracting applies.

7. Work Schedules and Workweeks applies.

8. Shifts applies.

9. Overtime applies as indicated except:

   9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable overtime rate.

10. Reporting Pay and Minimum Pay applies.

11. Working Out of Classification applies.

12. Seniority applies as indicated except:

    12.2 Employees shall not be able to bid reporting locations or new job locations
    12.3.3 Bid Trades does not apply.

13. Promotion applies

14. Layoff/Recall applies

15. Holidays applies.

16. Vacation applies.

17. Health and Life Insurance applies.

18. Sick Leave applies.

19. Family and Medical Leave applies.

20. Leaves of Absence applies.

21. Jury Duty and Witness Pay applies.

22. Safety-Sanitation applies as indicated except:

    22.13.1 Does not apply.

23. Union Representation applies.

24. Payday applies.

25. Strikes and Walkouts Barred applies.

26. Maintenance of Standards applies.

27. Wage Scales applies.

28. Recoupment of Overpayment/Underpayment applies.

29. Tools applies. ·

30. Clothing applies except 30.1. Current practice for work clothing is stated below.

31. Unemployment Compensation applies.

32. Training, Schools and Conventions applies.

33. Evaluations/Counseling applies.

34. Discipline and Discharge applies.

35. Grievance Procedure applies

36. Warranty of Authority applies.

37. Savings Clause applies.

38. Effective Date and Duration applies. Schedule A applies.

Job #	Job Title	EN	Y1	Y2	Y3	Y4
30001709	Park Ranger	$28.74	$30.18	$31.68	$33.27	$34.94

Schedule B. does not apply.

Current Practice for Uniforms/Clothing:

Rangers are issued three (3) shirts (at least one being short sleeve), three (3) pants (at least one being long leg pants and one being shorts), and one (1) jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger's footwear (e.g. brown boots would require a brown belt) and at least one (1) inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee's last day of work.

10/27/14 Revised 7/1/17

Memorandum of Understanding Park Ranger Seniority Clarification

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. On May 20th, 2014 the Employment Relations Board certified the Union as the exclusive representative for all Park Rangers employed by the City of Portland, including full-time Park Rangers and Seasonal Park Rangers.
2. Full time Park Rangers include individuals in the Park Ranger classification and an individual in the Community Outreach and Information Assistant classification that has been working as a Park Ranger.
3. The City and the Union were engaged in negotiations on the terms and conditions of employment for Park Rangers under the DCTU contract.
4. Seniority is the length of service in a permanent appointment to a specific job classification in the classified service.
5. All full-time employees performing the work of Park Rangers should be placed into the classification of Park Ranger.

Agreement

1. The City and the Union agree that it is appropriate to reclassify the Community Outreach and Information Assistant (Job Code 30000491) performing the work of a Park Ranger to the classification of Park Ranger (Job Code 30000179).
2. The City and the Union agree that the Community Outreach and Information Assistant, when reclassified, will accrue seniority from the date of first limited duration appointment to the Community Outreach and Information Assistant classification, September 30, 2010.

Letter of Agreement

Park Ranger Safety and Training

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. The City and the Union have a mutual interest in ensuring a well-trained Park Ranger workforce.
2. The City and the Union have a mutual interest in ensuring Park Rangers are safe on the job.
3. The Portland Parks and Recreation Bureau (PP&R) has an established Safety Committee per Article 22.2 of the Portland City Laborers contract.
4. The Park Ranger Program runs an established Ranger Academy to train Park Rangers when a group is hired at once.

Agreement

1. PP&R will create a seat, for a represented Park Ranger, on the Bureau Safety Committee established under Article 22.2 of the Portland City Laborers contract.
2. The PP&R Safety Coordinator will meet annually with the Park Rangers to discuss Safety issues. The Park Ranger Program will have Safety as an agenda item during its regular staff meetings.
3. The Park Ranger Program will establish a Training Committee with at least two (2) represented Park Rangers and two (2) Managers. This Committee will be tasked with reviewing the curriculum for the Ranger Academy and making recommendations for training year-round.

10/27/14 Revised 7/1/17

Letter of Agreement Park Ranger Recruitments

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. The Union has an interest in working to establish opportunities for Seasonal Park Rangers to fill vacant, budgeted Park Ranger positions.
2. The City recognizes that Seasonal Park Rangers are trained in the work of Park Rangers.

Agreement

1. The City and the Union agree that Portland Parks and Recreation (PP&R) will run every other Park Ranger recruitment as an Internal Recruitment.
2. This agreement is not grievable.
3. If PP&R misses an Internal Recruitment the resolution will be to make it up in the subsequent recruitment.
4. This agreement sunsets with the duration of this Collective Bargaining Agreement.

Bureau of Environmental Services Addendum

1. Work Units and Shifts

1.1. Work Units for the purposes of Wastewater Operations are; Liquids, Solids, Special Operations (SOG), Tryon Creek.

1.2. Shifts for the purposes of Wastewater Operations are; "A" shift, "B" shift, and "C" shift.

1.3. The City may re-assign an employee to a work unit under the conditions outlined below:

1.3.1. It does not change the regularly scheduled workday, start/stop time, or physical reporting work address.

1.3.2. To meet operational necessity as determined by supervisory staff and coordinated with the lead operators onshift.

1.3.3. In the absence of an onsite supervisor, to meet the operational necessity as determined by the Operator III or Temporary Lead Operators on shift.

1.3.4. For training purposes as requested by the employee and/or identified by their immediate supervisor. Employees are expected to accurately capture time spent training on timesheets. Upon request, the City will provide timesheet documentation for the purpose of tracking operator training.

1.4. **Special Operations Group (SOG)**

1.4.1. Operators in the Relief Pool are the designated first source of replacements for leave coverage including vacation leaves, protected and unprotected sick leaves, training purposes dependent care, union leave or jury duties and vacancies. If these assignments do not involve changing starting times or days off, the Bureau has the authority to utilize standard SOG Operators or the Relief Shift Operators. Both parties recognize that employees outside of the Relief Pool are assigned for coverage by seniority on a rotation basis.

1.4.2. There will be at least four (4) Relief Pool slots in SOG. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.

1.4.3. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.

1.4.4. The City will designate, in advance of the Open Bid, the specific number of slots within the SOG work unit to be in the Relief Pool slots for the bid year.

1.4.5. Operators in the Relief Pool will receive only the Relief Shift premium as established in Article 8.2 for all hours worked.

1.4.6. The Bureau will attempt to equalize the assignment of coverage by Relief Pool members.

1.4.7. It is the intention of all parties that Operators in the Relief Pool slots will be utilized under the following conditions:

1.4.7.1. Operators in the Relief Pool will be given a minimum of 48 hour notice of schedule changes affecting their starting times or days off.

1.4.7.2. Operators in the Relief Pool will be guaranteed a minimum of ten (10) hours off between shifts except (1) when the Operator has volunteered for overtime work; or (2) when the Operator is required for mandatory overtime work when the Bureau determines that minimum staffing requirements dictate and notice has been given as required by Article 9.1 of the Labor Agreement.

1.4.7.3. The bureau will make every effort to ensure Relief Operators do not work more than 8 consecutive days.

1.4.7.4. Changes in shifts for Operators in the Relief Pool shall be effective for not less than 40 work hours on the same assignment and may be used to cover no more than two (2) consecutive shifts (e.g., A shift + B shift) when transitioning from the bid SOG schedule or from a Relief Assignment.

1.4.7.5. If requirements of 1.3.6.1 through 1.3.6.4 are not met, then the first shift of eight (8) hours on the new schedule will be paid for at one and one- half (1.5) times the employee's base rate.

1.4.7.6. Overtime will be paid according to guidelines set within the FLSA and conditions within this Collective Bargaining Agreement.

1.4.7.7. Once a Relief Pool member has completed a Relief Assignment, they may be assigned to return to their SOG bid schedule immediately or have those regularly scheduled days off as determined by management.

2. **Schedules**

2.1. **Wastewater Operators Series and Operations Specialists**. Employees in these classifications may be assigned a schedule based on business need. Schedules may include; FLSA work weeks based on any of the following schedules

2.1.1. 8 hours and 15 minutes each day with two consecutive days off.

2.1.2. 9-80 schedule, one week with 9 hours and 15 minutes each day with 3 consecutive days off, the following week with 9 hours 15 minutes each day, one 8 hour 15 minutes day and two consecutive days off.

2.1.3. 4-10 schedule, 10 hours and 15 minutes each day with consecutive days off.

2.2. Employees in the Wastewater Operations Specialist Series may request a different shift duration. Granting such changes is a management right based on business need. Alternate shift schedules may be terminated upon 30 days written notice by management.

2.3. **4-10 Schedules**.

2.3.1. The 4-10 schedules will apply to only those positions so identified on the annual posted bid sheet. The 4-10 schedule will apply to all Industrial Maintenance Millwright positions assigned to Pump Station Maintenance. The 4-10 schedule will apply only to those Industrial Maintenance Millwright positions at Columbia Boulevard where the current Millwright, holding that bid position, voluntarily agrees to work the proposed 4-10 schedule.

2.3.2. Individual weekly 4-10 schedules will be established so that the number of PS Industrial Maintenance Millwright on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable. Individual weekly 4-10 schedules will be established so that the number of Industrial Maintenance Millwrights on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable.

2.4. **9-80 Schedules**.

2.4.1. The 9-80 work schedule established in Article 7 is open to all Wastewater Group Storekeepers.

2.4.2. The 9-80 work schedule is voluntary, and those Storekeepers not desiring to participate may decline to do so.

2.4.3. The 9-80 work schedule further may be suspended or ceased in accordance with section 2.2 of this addendum.

2.4.4. Individual weekly 9-80 schedules have been developed by seniority and will be established and maintained so that individual leave requests and schedules do not impart a burden on staffing the Stores workgroup

2.5. Employees who work any overtime will have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked as provided for under Article 9.2.3 and 9.2.4.

3. **Holidays**

3.1. The parties agree that the employees at the Water Pollution Control Laboratory represented by the Union will observe the Christmas Day, New Year's Day, Independence Day, and Veterans Day holidays pursuant to Article 15.1.4.

4. **Meal Periods**

4.1. The lunch period is 30 minutes.

4.2. For employees in the Wastewater Operator Series and Wastewater Operations Specialists, the lunch period consists of a fifteen (15) minute paid period and a fifteen (15) minute unpaid period.

4.3. Personnel must notify their supervisor or lead worker before leaving their work station or the work site for lunch.

4.4. Employees who leave the plant premises for lunch must return, ready to resume work within the 30 min lunch period. In certain areas of the plant employee lunches may on rare occasions be interrupted. Those employees must coordinate with their supervisor or lead worker to make up the remainder of their lunch period.

4.5. **Industrial Maintenance Millwrights, Machinists, AEO II's, Stores Personnel.** Employees in these classifications and work groups have 30 minutes paid lunch on city time.

5. **Uniforms**

5.1. Employees who are required to wear uniforms will dress into and out of uniforms on their own time.

5.2. 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 employee 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 guidelines regarding adequate time will be determined through discussions between managers and their work team members.

6. **Standby**

6.1. Tryon Creek personnel will be required to participate in a rotational "Standby" schedule.

6.2. The standby shift schedule will be developed in cooperation with current Tryon Creek represented staff. All Tryon Creek operators who have completed their probationary period shall have an equal opportunity to standby assignments.

Operators may trade and relinquish standby assignments to other ~~operators~~ Operator IIs, so long as all changes are communicated to management with at least 48 hours' notice and no standby assignments go unfilled.

6.3. "Standby" shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.

6.4. The employee on standby must respond to the initial contact within fifteen (15) minutes unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

6.5. If the Bureau requires bargaining unit employees to "standby" during their off-duty hours, the employee shall receive 24 hours pay for 1-week (7 consecutive days) at the straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time.

6.6. Work performed while on "standby" will be paid in accordance with Article 10.2 of the Agreement. Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

7. **Shift Bids**

7.1. Definition of Terms:

7.1.1. *Open bid* = a bid where no one has a shift until they bid one

7.1.2. *Vacation bid* = a bid for vacation. There are rules previously established and these will be posted with the bid

7.1.3. *Vacancy bid* = a bid because someone left the classification or City service. The vacant shift will be filled by seniority

7.2. **Open Bid**.

7.2.1. The City and LiUNA Local 483 shall work together to conduct Operator bidding in BES in the following manner:

7.2.2. Proposed changes to the structures of the Wastewater Operator Bid (hours of work, number of operators, days of work, etc.) will be presented no later than November 30th preceding the annual open bid. Management and the Union shall meet and discuss schedule changes prior to the bid posting.

7.2.2.1. An open bid will start on the 4th Monday of January. There will be an "open" bid once per year beginning on the fourth Monday in January, in Operations where employees may select assignment to any of the work units on the basis of their classification seniority**.** The Vacation Bid will be done simultaneously with the open bid.

7.2.2.2. In addition to the usual shift description, the bid sheet will show:

7.2.2.3. The work unit, hours, and days to be worked.

7.2.2.4. Overtime, is paid for hours worked outside of the normal work schedule.

7.2.3. When transitioning from one shift to another following a bid, employees may not always be scheduled for five (5) consecutive days or two (2) consecutive days off in order to begin their new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA). The bureau will coordinate the annual open bid with the annual vacation selection bidding.

7.2.4. For the purpose of seniority, time accrued as an Operations Specialist, Operator I, Operator II, or Operator III will be counted the same as time accrued within the Operator series of classifications.

7.2.5. The City will provide five (5) calendar days' notice that an Operator II bid will be posted. Included with this notice is duties of work, Operator schedule of bidding, bid sheet with shifts, and any bidding directions.

7.2.6. The draft bid implementation schedule will be sent to the Business Manager of LiUNA Local 483 for approval. The Business Manager or designee will approve the bid implementation schedule within three (3) calendar days.

7.2.7. If the timelines in the steps outlined above are met by each party, the bid should be able to be implemented (shifts and days off changed) within thirty (30) days after the bid was originally posted per the Labor Agreement.

7.2.8. Wastewater Operators are responsible for ensuring they have the information they need to make an informed

decision. Duties of each work unit will be provided and communicated via email and posted with the bid, however, there is no guarantee that it can cover all possible concerns and interests of individual employees.

7.2.9. An Operator bid will be posted at 6:00 a.m.,

7.2.10. LiUNA Local 483 Shop Stewards commit to facilitate the bid so that, within five (5) calendar days of posting, the bid will be complete and subsequently collected by an Operations Specialist.

7.2.11. Operators may bid (shifts and vacation) in person or by proxy.

7.2.12. The assigned Operations Specialist will draft a bid implementation schedule within fourteen (14) calendar days of bid completion.

7.2.13. The bid schedule will be implemented within thirty (30) days after the bid.

7.2.14. Overtime will be paid only when required by FLSA per the Labor Agreement. The workweek for all operators begins on Wednesday at 11:00 p.m. This complies with HR Rule 8.01.

7.2.15. Email confirmation will be sent out with notice of new shift start date per the Labor Agreement at the request of the employee.

7.2.16. Any vacancy created as a result of operator bid implementation will be covered by "SOG Relief Pool."

7.3. **Vacancy Bid**.

7.3.1. When there is a vacancy, it will be covered by the Relief Crew until such time that the Vacancy bid occurs.

7.3.2. Vacancy bids shall start two (2) weeks after the start date of a new hire.

7.3.3. The Vacancy bid process shall be administered by Union stewards and must take no longer than one (1) calendar week.

7.3.4. Employees who would like to move into the vacant position will indicate this by signature or proxy on a posted bid sheet. The interested employee with the highest classification seniority shall be awarded the bid position. The position that employee vacates will then be made available for vacancy bid. The vacancy bid shall continue until no employees indicate their intention to move into the remaining vacant position(s).

7.3.5. The vacancy bid shall be implemented (shifts and days off changed) within thirty (30) days after the bid closes.

7.3.6. Management shall make a reasonable effort to accommodate vacation adjustment requests for employees who have moved into a new bid position during a vacancy bid.

#1 March 14, 1989/July 1, 2017 All Bureaus

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483and the City of Portland

I. PARTIES The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and LiUNA Local 483 (hereinafter the Union).

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 by written Personnel Action Notice (PAN).

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 Union shall not be required to represent employees temporarily appointed to non-represented positions.

6. Employees who are temporarily appointed shall be given by theCity 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 shall be sent to the Union.

Letter of Agreement

(Career Development Program)

The parties to this Letter of Agreement are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Background

1. The City and the Union are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2017.
2. During 2013 successor contract negotiations, the parties identified a shared interest in increasing the diversity of the City's workforce and increasing opportunities and removing barriers that stand in the way of advancement for traditionally underrepresented groups.
3. During 2013 successor contract negotiations, the parties also identified a shared interest in providing career development opportunities for employees covered by the CBA.

Agreement

1. Immediately after ratification of the 2013-2017 CBA by all parties, the parties shall establish a Career Development Program Committee made up of equal members of labor and management participants.
2. The Career Development Program Committee shall develop and implement a Career Development Program for employees covered by the CBA.
3. When the parties implement the Career Development Program, the parties agree to modify the terms of Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities.
4. Upon implementation of the Career Development Program, the parties agree to modify Article

   11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities when no employee is available from the appropriate eligible list. If no employee is available from the appropriate eligible list and no employee who is participating in the Career Development Program is available, the City shall select from among any qualified, available, and willing employees in the division or bureau as outlined in Article 11.2.2.
5. This Agreement shall be effective ratification of the 2013-2017 CBA by all parties.

#3 September 19, 1990/July 1, 2017/July 1, 2022 Environmental Services

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland Stand-by Pay Provision

Upon signing of this Memorandum of Agreement by all parties below the Bureau of Environmental Services (BES), and LiUNA Local 483 agree to the following Stand-by Pay provisions as follows:

1. The current Labor Agreement has certain provisions for negotiating alternate "stand-by" provisions between the City and the Unions as provided for in Article 10.4 and 10.4.1

   10.4 Before the City requires bargaining unit employees to "stand-by" during their off-duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.

   10.4.1 If the City has not worked out a "stand-by" agreement with the Union and requests an employee to "stand-by" the employee shall receive two (2) hours pay at the straight time rate for each eight (8) hours of "stand-by" time. For the purposes of this section 10.4.1, "stand- by" shall be defined as a requirement that an employee remain available and fit for callout during non-working time at a designated telephone number and location where such employee can readily be reached during the period of stand-by and can report for work within a period of one-half (1/2) hour, absent unusual circumstances.

2. Upon signing of this Agreement, the Bureau of Environmental Services and the Union agree to the following alternate "stand-by" agreement:

   If the Bureau requires bargaining unit employees to "stand-by" during their off-duty hours, the employee shall receive 24 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on "stand-by" will be paid in accordance with Article 10.2 of the Agreement.

   "Stand-by" shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.

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

3. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time.

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

5. Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

#4 October 3, 1996/April 30, 2014/July 1, 2017/July 1, 2022 Environmental Services

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 (Union), and the City of Portland

1. The Letter of Understanding dated August 7, 1972 dealing with 8 hour and 15 minute shifts in the Treatment Branch of the Bureau of Environmental Services is eliminated and is replaced by the following provisions.

2. Six new work units for bidding purposes are created in Operations:

    1. Liquids
    2. Solids
    3. Special Operations (SOG)
    4. Tryon Creek
    5. "B" Shift
    6. "C" Shift

3. There will be an "open" bid no more than once per year in Operations where employees may select assignment to any of the six work units on the basis of their classification seniority (i.e. not limited by the "Rule of Two" provisions in Article 12.2). When transitioning from one shift to another following a bid, employees may not always be scheduled for five (5) consecutive days or two (2) consecutive days off in order to begin their new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA). The bureau will coordinate the annual open bid with the annual vacation selection bidding.

    a. For the purpose of seniority, time accrued as an Operations Specialist, Operator I, Operator II, or Operator III will be counted the same as time accrued within the Operator series of classifications.

4. Bids for assignment vacancies throughout the year from one work unit to another are subject to Article 12.2 allowing the City to pick from the two senior qualified employees 25% of the time. The exception to this is for bids to or from "B" or "C" shift. Bids to or from "B" or "C" shift will be by most senior qualified employee at all times.

5. 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 employee 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.

6. Employees who work any overtime will have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked as provided for under Article 9.2.3 and 9.2.4.

7. Management and plant employees, with Union participation, will continue to collaborate on alternatives to address assignment of work issues.

8. Classification specific changes:

    a. **Wastewater Operators Series and Operations Specialists**. Employees in these classifications are subject to the following work changes:

        - Scheduled for 8 hours and 15 minutes each day.
        - Employees will dress into and out of uniforms on their own time.
        - Lunches will continue "status quo" as follows:
        - Personnel must obtain permission from their supervisor or lead worker before leaving their work station or the work site for lunch.
        - In certain areas of the plant employee lunches may on rare occasions be interrupted. Those employees must coordinate with their supervisor or lead worker to make up the remainder of their lunch period.

- ~~The lunch period is 30 minutes.~~
- ~~Employees who leave the plant premises for lunch must change out of their uniforms before leaving the plant and change back into their uniform upon their return, all within the 30 minute lunch period.~~

b. **~~Industrial Maintenance Millwrights, Machinists, AEO II's, Stores Personnel.~~** ~~Employees in these classifications and work groups are subject to the following work changes:~~

- ~~Scheduled for 8, 9 and 10 hours each day.~~
- ~~30 minutes paid lunch on time.~~
- ~~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.~~

#5 June 29, 1998/February 2, 2011/July 1, 2017/ July 1, 2022 Environmental Services

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Environmental Services (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Background

1. The Union was a signatory to the Labor Agreement between the City and the District Council of Trade Unions.

2. On June 29, 1998, the parties entered into a Letter of Understanding (LOU) addressing the manner in which the Wastewater Operators in the Operations and Maintenance work unit will replace other Wastewater Operators at the Bureau's Columbia Boulevard Wastewater Treatment Plant for short-term absences such as vacations, extended sick leave, etc.

3. The parties have determined the need to replace the LOU with a new agreement addressing the changes that have arisen in the intervening years. Based on this determination the parties agree to the following for the Special Operations Group (SOG) Relief Shift Operators (currently referred to as the Relief Pool) at Columbia Boulevard Wastewater Treatment Plant.

Agreement

1. Operators in the Relief Pool are the designated first source of replacements for leave coverage including vacation leaves, sick leaves, dependent care, union leave or jury duties. If these assignments do not involve changing starting times or days off, the Bureau has the authority to utilize Monday through Friday "A" Shift Operators or the Relief Shift Operators. Both parties recognize that employees outside of the Relief Pool are assigned for coverage by seniority on a rotation basis.

2. There will be at least four (4) Relief Pool slots in SOG. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.

3. The City will designate, in advance of the Open Bid, the specific number of slots within the SOG work unit to be in the Relief Pool slots for the bid year. During the period that this agreement is in effect, the parties agree that Operators bid into the Relief Pool slots.

4. Operators in the Relief Pool will receive a Relief Shift premium as established in Article 8.2 for all hours worked. They are not eligible for any other shift differential set forth in Article 8 of the Labor Agreement.

5. The Bureau will attempt to equalize the assignment of coverage by Relief Pool members.

6. It is the intention of all parties that Operators in the Relief Pool slots will be utilized under the following conditions:

    a. Operators in the Relief Pool will be given a minimum of 24 hour notice of schedule changes affecting their starting times or days off.

        Operators in the Relief Pool will be guaranteed a minimum of 10 hours off between shifts except (1) when the Operator has volunteered for overtime work; or (2) when the Operator is required for mandatory overtime work when the Bureau determines that minimum staffing requirement dictate and notice has been given as required by Article 9.1 of the Labor Agreement.

    b. Changes in shifts for Operators in the Relief Pool shall be effective for not less than 40 work hours on the same assignment and may be used to cover no more than two (2) consecutive shifts (e.g., A shift + B shift) when transitioning from the bid SOG schedule or from a Relief Assignment.

    c. If items "a" through "c" are not met, then the first shift of eight (8) hours on the new schedule will be paid for at one and one- half (1.5) times the employee's base rate.

    d. Overtime will be paid according to guidelines set within the FLSA and conditions within this Letter of Agreement.

    e. Once a Relief Pool member has completed a Relief Assignment, they may be assigned either to return to the SOG bid schedule immediately or have days off as deemed appropriate by the Supervisor.

7. This Agreement will be in effect from the date of its approval by ordinance by the City Council.

8. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be given in writing to the other party at least 30 days prior to the annual open bid. If such notice is given, this Agreement shall no longer be in effect upon the implementation of the open bid.

9. The parties acknowledge that this Letter of Agreement has been crafted to address the special circumstances referenced herein. Therefore, the parties stipulate that the terms of this Letter of Agreement shall not establish any precedent whatsoever.

LETTER OF UNDERSTANDING

Laborers' Local 483 and the City of Portland

Laborers' International Union of North America LiUNA Local 483 (Union) and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Group for the Industrial Maintenance Millwrights, in accordance with Article 7.1.1 of the Portland City Laborers Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedule will apply to all Industrial Maintenance Millwright positions assigned to Pump Station Maintenance.

2. Individual weekly 4-10 schedules will be established so that the number of PS Industrial Maintenance Millwright on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

4. The City or the Union can terminate this agreement upon 30 days written notice to the other party. This agreement can be modified or terminated anytime with mutual agreement by both the City and the Union.

LETTER OF UNDERSTANDING

City of Portland and Laborers' International Union of North America (LiUNA) Local 483

LiUNA Local 483 (Union) and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Division, among the Industrial Maintenance Millwright, in accordance with Article 7.1.1 of the DCTU Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedule will apply only to those Industrial Maintenance Millwright positions at Columbia Boulevard where the current Mechanic, holding that bid position, voluntarily agrees to work the proposed 4-10 schedule.

2. Individual weekly 4-10 schedules will be established so that the number of WW Mechanics on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

The City or the Union can terminate this agreement on July 1 each year upon 30 days written notice to the other party. This agreement can be modified or terminated anytime with mutual agreement by both the City and the Union.

#8 March 18, 1999 /July 1, 2017 Environmental Services

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

This Letter of Understanding authorizes an alternative work schedule for employees in the Water Pollution Control Laboratory in the Bureau of Environmental Services.

This agreement calls for a bi-weekly schedule of four 8.5 hour days and one 6 hour day per week followed by the same schedule the following week for a bi-weekly pay period of 80 hours. This schedule and agreement is subject to the following conditions:

1. The new schedule shall be implemented on the first day of the pay period beginning April 1, 1999 and is subject to the bid process defined in Article 12. Transfer to the new schedule shall not be subject to the overtime provisions of the Portland City Laborers contract.

2. Overtime shall be paid when the employee works more than 8.5 hours or 6 hours, depending upon the normal length of their shift, and as otherwise as provided under Article 9 of the Portland City Laborers contract.

3. Pursuant to Article 7.1.3 of the Portland City Laborers contract, the City and LiUNA Local 483 agree that either party may terminate 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 of the Portland City Laborers contract on the first day of the pay period. Transfer back to a new schedule shall not be subject to the overtime provisions of the Portland City Laborers contract.

4. The decision as to the number of alternate scheduling assignments positions under this agreement is solely that of BES.

5. This agreement does not set any precedent for any other group of employees within the Portland City Laborers bargaining unit working for the City of Portland and should not be considered as changing terms and conditions of the current Portland City Laborers contract.

LETTER OF UNDERSTANDING

Laborers International Union of North America (LiUNA) Local 483 and the City of Portland

LiUNA Local 483 and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Division, within the Operator and Mechanic classifications at the Tryon Creek Treatment Plant, in accordance with Article 7.1.1 of the Portland City Laborers Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedules will apply to only those positions so identified on the annual posted bid sheet. In addition to the usual shift description, the bid sheet will show:

   A. The hours and days to be worked.

   B. That each holiday taken will require the use of 2 hours of vacation time.

   C. These Ten-Hour Shifts may be terminated upon 30 days written notice by the Union or management. If these shifts are terminated, members will have bump rights within their classifications, by their seniority.

   D. Overtime, for these shifts, begins after ten hours of employment.

   E. Tryon Creek personnel may be required to "Stand By."

2. The proposed shifts will be developed in cooperation with current Tryon Creek represented staff.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

LiUNA Local 483 (Union) and the City of Portland (City) agree to establish a limited term 4-9s work schedule in the Bureau of Environmental Services, Wastewater Group, for the Storekeepers, in accordance with Article

7.1.2 of the current Portland City Laborers Labor Agreement. In order to formally implement the plan, which was informally started by mutual oral agreements by Stores Management, DCTU and Storekeepers in the last pay period of 1998, the following conditions are agreed upon:

1. The 4-9s work schedule is open to all Wastewater Group Storekeepers.
2. The 4-9s work schedule is voluntary, and those Storekeepers not desiring to participate may decline to do so.
3. The 4-9s work schedule further may be suspended or ceased if either party feels it is necessary for continuity of operations or other criteria, in accord with Article 7.1.3.
4. Individual weekly 4-9s schedules have been developed by seniority and will be established and maintained so that individual leave requests and schedules do not impart a burden on staffing the Stores workgroup.
5. The City and the Union agree that this Letter of Understanding does not create or set a precedent.
6. Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

Subject: Wastewater Operator 2 Bid Procedure

The following constitutes a procedure for conducting an Operator bid in BES according to the collaborative process employed and understanding reached between the City and Laborers' International Union of North America (LiUNA) Local 483. LiUNA Local 483 requested that the open bids occur in January. The City agrees to this.

Definition of Terms:

Vacancy bid = a bid because someone left the classification or City service. The vacant shift will be filled by seniority.

Vacation bid = a bid for vacation. There are rules previously established and these will be posted with the bid

Open bid = a bid where no one has a shift until they bid one

Regardless of the type of bid, the following procedure will be followed when administering Wastewater Operator II bidding.

The City and LiUNA Local 483 shall work together to conduct Operator bidding in BES in the following manner: Operator bids will be started in one of two circumstances:

- An open bid will start on the 4th Monday of January.
- If it is a vacancy bid, the bid will start 2 weeks after the start date of a new hire.

Operator Bid Process

The City will provide five (5) calendar days' notice that an Operator II bid will be posted. Included with this notice is duties of work, Operator schedule of bidding, bid sheet with shifts, and any bidding directions.

Wastewater Operators are responsible to ensure they have the information they need to make an informed decision. Duties of each work unit will be provided, however, there is no guarantee that it can cover all possible concerns and interests of individual employees. This is done by email.

- An Operator bid will be posted on date above at 6:00 a.m.
- LiUNA Local 483 Shop Stewards commit to facilitate the bid so that, within five (5) calendar days of posting, the bid will be complete and subsequently collected by an Operations Specialist.
- The assigned Operations Specialist will draft a bid implementation schedule within fourteen (14) calendar days of bid completion.
- The draft bid implementation schedule will be sent to the Business Manager of LiUNA Local 483 for approval. The Business Manager or designee will approve the bid implementation schedule within three (3) calendar days.

If the timelines in the steps outlined above are met by each party, the bid should be able to be implemented (shifts and days off changed) within thirty (30) days after the bid was originally posted per the Labor Agreement.

Overtime will be paid only when required by FLSA per the Labor Agreement. The workweek for all operators begins on Wednesday at 11:00
p.m. This complies with HR Rule 8.01.

Letters will be sent out with notice of new shift start date per the Labor Agreement at the request of the employee.

Operators may bid (shifts and vacation) in person or by proxy. The vacation bid will be done simultaneously with open bids.

Any vacancy created as a result of operator bid implementation will be covered by "SOG Relief Pool."

LETTER OF AGREEMENT

The parties to this Agreement are the City of Portland (City), on behalf of the Bureau of Environmental Services (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Background

1. The Union was a party to the July 1, 2010 – June 30, 2013 Labor Agreement between the City and the District Council of Trade Unions.

2. Article 15.1.2 states that whenever a guaranteed paid holiday falls on a Saturday, the Friday before shall be considered a holiday and paid as such. Whenever the holiday falls on a Sunday, the Monday following shall be considered the holiday and paid as such.

   Article 15.1.3 provides that notwithstanding 15.1.2, those crews and work units that operate seven (7) days per week, twenty-four hours per day, will observe Christmas Day on December 25, New Year's Day on January 1, Independence Day on July 4, and Veterans Day on November 11.

3. The Bureau's Water Pollution Control Laboratory operates seven (7) days per week, but does not operate twenty-four (24) hours, so all holidays that fall on either Saturday or Sunday are observed pursuant to Article 15.1.2.

4. The Bureau and the employees at the Water Pollution Control Laboratory represented by the Union wish to observe Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.3.

Agreement

1. The parties agree that the employees at the Water Pollution Control Laboratory represented by the Union will observe the Christmas Day, New Year's Day, Independence Day, and Veterans Day holidays pursuant to Article 15.1.4.

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

Altered Bi-Weekly Work Schedule Agreement

Fire and Rescue

Laborers' International Union of North America (LiUNA) Local 483

Background

1. Article 7.1.1 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedules.

Agreement

1. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Altered Bi-Weekly Work Schedule Agreement

Fire and Rescue

Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Altered Bi-Weekly Work Schedule Agreement

CityFleet

Laborers' International Union of North America (LiUNA) Local 483

Background

1. Article 7.1.1 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedules.

Agreement

1. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland Golf Division

Rest Period Provisions

Upon signing of this Memorandum of Agreement by all parties below, the Bureau of Parks and Recreation and LiUNA Local 483 agree to the provisions as follows:

1. The current Portland City Laborers Labor Agreement has certain rest period provisions as provided for in Article 7.3:

   7.3 Except in case of emergency, all employee's 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.

2. Upon signing of this Agreement, the Bureau of Parks and Recreation and Laborers' Local 483 agree to the following clarifications of the rest period provisions of the labor agreement;

   This change will continue in force until otherwise provided for.

   The employees of the Golf Division within the Bureau of Parks and Recreation shall waive their morning 15 minute rest period to combine the time with their afternoon 15 minute rest period in order to take a 30 minute rest period in the afternoon.

   This clarification is necessary for safety reasons and the smooth operation of their work responsibilities. In order to ensure that employees perform golf maintenance duties under safe working conditions, they must stay ahead of the public who play on the golf courses. Taking a morning break may put them in danger of golf balls and may delay the smooth operation of their work responsibilities.

   Employees' work shift hours are standard day shift hours.

   Employees may not leave the work site before the end of their work shift.

LETTER OF UNDERSTANDING

Laborers International Union of North America (LiUNA)

Local 483 (Union) and the City of Portland (Portland Parks & Recreation)

This letter of understanding is intended to officially recognize the work schedule change for the crew of the Equipment Section.

The modified bi-weekly work schedule, instituted on May 31, 2002, in accordance with DCTU contract section

7.7.2 consists of "four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four
(4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two
(2) days off. Overtime rates will be paid for all hours worked beyond the employee's regular scheduled work days in the altered bi-weekly work schedule and for any work performed on the employee's scheduled days off and on holidays."

In order to implement this alternative schedule, the following conditions were mutually agreed upon:

- This alternative work schedule will only apply to the Equipment Section of Portland Parks & Recreation, Operations Division.
- When holidays fall on a regularly scheduled nine hour day, employees will be required to take one hour of no-pay, vacation or comp time in addition to their eight hours of holiday pay.
- Nine hours of vacation leave, sick leave or compensatory time will be deducted for absence on a regularly scheduled nine-hour day.
- The City and Union agree that this Letter of Understanding does not create or set a precedent.
- Either party to this agreement may cancel the agreement with 30 days notice.

LETTER OF AGREEMENT

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

BACKGROUND

Article 12.2.3 of the Labor Agreement between the City of Portland and the Union states:

> A bureau and the appropriate union my 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 Union 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 Union a minimum of thirty (30) days in advance of implementation in order to discuss the application of Article 12.

LETTER OF UNDERSTANDING

Altered Bi-Weekly Work Schedule Portland Parks & Recreation &
Laborers' International Union of North America (LiUNA) Local 483

Pursuant to Article 7.1.2 of the labor agreement, Portland Parks & Recreation and LiUNA Local 483 mutually agree to allow PP&R Support Services, Carpenter Shop including Utility Workers to be assigned an altered bi- weekly work schedule which begins October 30, 2008. This agreement is subject to the following conditions:

The schedule will consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four
(4) consecutive nine (9) hour days and one (1) eight (8) hour day, with two
(2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 4:00 p.m.; the eight (8) hour day will begin at 6:30 a.m. and end at 3:00 p.m. The regularly scheduled day off will be Friday. Lunch period will be 30 minutes in length.

Pursuant to Article 9.1, overtime will be paid for all hours worked beyond an employee's regularly scheduled work day in the altered bi-weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

Pursuant to Article 7.1.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to the other party. Employees will then revert to a shift schedule established by PP&R under Article 7.1.

LETTER OF UNDERSTANDING

Altered Bi-Weekly Work Schedule Portland Parks & Recreation &
Laborers' International Union of North America (LiUNA) Local 483

Pursuant to Article 7.1.2 of the Portland City Laborers labor agreement, Portland Parks & Recreation and LiUNA Local 483 mutually agree to allow City Nature, Urban Forestry Division, Maintenance Crews to be assigned an altered bi-weekly work schedule to begin April 29, 2010. This agreement is subject to the following conditions:

The schedule will consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day, with two (2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 4:00 p.m.; the eight (8) hour day will begin at 6:30 a.m. and end at 3:00 p.m. The regularly scheduled day off will be Friday. Lunch period will be 30 minutes in length.

1 Pursuant to Article 9.1, overtime will be paid for all hours worked beyond an employee's regularly scheduled work day in the altered bi- weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

2 Pursuant to Article 7.1.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to other party. Employees will then revert to a shift schedule established by PP&R under Article 7.1.

LETTER OF AGREEMENT

The parties to this Agreement are the City of Portland (City), on behalf of Portland Parks and Recreation (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Background

1. The Union was a party to the July 1, 2010 – June 30, 2013 Labor Agreement between the City and the District Council of Trade Unions.
2. Article 15.1.2 states that whenever a guaranteed paid holiday falls on a Saturday, the Friday before shall be considered a holiday and paid as such. Whenever the holiday falls on a Sunday, the Monday following shall be considered the holiday and paid as such.

   Article 15.1.4 provides that notwithstanding 15.1.2, those crews and work units that operate seven (7) days per week, twenty-four hours per day, will observe Christmas Day on December 25, New Year's Day on January 1, and Independence Day on July 4.
3. The Bureau employees represented by the Union are in work units which operate seven (7) days per week, but does not operate twenty- four (24) hours, so all holidays that fall on either Saturday or Sunday are observed pursuant to Article 15.1.2.
4. The Bureau and the employees represented by the Union wish to observe Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.4.

Agreement

1. The parties agree that the employees at the Water Pollution Control Laboratory represented by the Union will observe the Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.4.
2. The City and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Parks and Recreation (Bureau) and Laborers' International Union of North America (LiUNA), Local 483 (Union) for employees who work in the Urban Forestry Division in the Arborist classification.

Background

1. The City and the Union were parties to a Collective Bargaining Agreement (Agreement) for the period July 1 through June 30.
2. The current Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.
3. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for Arborist II, Arborist III, and Arborist IV classifications who work in the Urban Forestry Division.

Agreement

1. The Bureau may require an Arborist to stand-by during their off-duty hours.
2. If the Bureau requires an Arborist to stand-by during their off-duty hours, the employee shall receive 24 hours of pay for one (1) week (7 consecutive days) at the straight time rate.
3. Employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.
4. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.
5. Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
6. The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.
7. If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

Altered Bi-Weekly Work Schedule Agreement

Police Bureau

Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.1 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedules.

Agreement

1. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Altered Bi-Weekly Work Schedule Agreement

Police Bureau

Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Altered Bi-Weekly Work Schedule Agreement

Bureau of Technology Services
Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

LETTER OF UNDERSTANDING

Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

As a result of meetings between union and management, certain pay and classification conditions have been determined by mutual agreement. This Letter of Understanding only covers Bureau of Transportation Maintenance Operations Group.

Condition	**Class or Pay Determination**
When driving a truck towing a Flow Boy	Automotive Equipment Operator II
When operating the trailer mounted control lever on the Flow Boy	Utility Worker I
When operating the oil spray bar on the Oil Distributor Truck	Utility Worker II
When working in a composite crew which has a Construction Equipment Operator I, a Utility Worker II may be used to operate a portable hand operated non- riding roller.	
When performing as a Slurry Mix operator.	Construction Equipment Operator, plus a premium of $1.00 per hour.
Paint Stripe Truck operator (permanent).	Automotive Equipment Operator I
Asphalt Rakers when working on a Paving Machine Resurfacing project.	A premium of $.45 per hour.
Asphalt Rakers or Utility Worker II's when assigned as a Skreed Operator on a Paving Machine or to operate a powered towed paver.	Automotive Equipment Operator I

#27 – September 19, 2008/April 30, 2014/July 1, 2017/July 1, 2022 Transportation

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Transportation Maintenance Operations Group (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also reduces City liabilities associated with Sewer Overflows.

2. The Bureau and Union have agreements compensating AEO III Vactor Operators assigned to ESD and Utility Workers II assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision. The stand-by pay provisions have been in place and effective since November 25, 2002 and September 19, 2008, respectively, as allowed in the Portland City Laborers Collective Bargaining Agreement, Article 10.4.1.

3. The Bureau wishes to determine if the quick response, efficiency, and safety during call-outs for Sewer Overflows would be enhanced by the assistance of Environmental Systems Crew Leaders and Construction Equipment Operators assigned to the Sewer Repair Section.

4. The purpose of this memorandum is to provide for Environmental Systems Crew Leaders and Construction Equipment Operators assigned to the Sewer Repair in an on-call status using a stand-by pay provision, as allowed in the Portland City Laborers Collective Bargaining Agreement, Article 10.4.

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 24 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand- by will be paid in accordance with Article 10.2 of the Portland City Laborers Collective Bargaining Agreement.

2. Stand-by shall be defined as a requirement that an employee remain available and fit for callout during non- working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and complying with their stand-by work assignment at all times. Failure to comply with the stand- by work assignments may subject employees to appropriate disciplinary actions.

3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.

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

5. Notwithstanding any current or future side letters of agreement, or any practices, if any employee is called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

6. All stand-by work associated with this memorandum will be related to Sewer Operations.

7. The Bureau and Union agree that will terminate six (6) months after the latest signature date below.

8. If the parties wish to continue this memorandum after its expiration they will do so by a formal memorandum which will be attached to the Portland City Laborers Collective Bargaining agreement.

9. This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of Bureau of Transportation Maintenance Operations Group (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also includes City liabilities associated with Sewer Overflows.

2. On November 25, 2002, the Bureau and Union signed an agreement for a 90-day trial period agreeing to compensate AEOII Vactor Operators assigned to the Sewer Cleaning Section in an on- call status using a stand-by pay provision.

3. The stand-by pay provisions have been in place and effective since November 25, 2002 when a trial period was instituted, as allowed in the Portland City Laborers' Collective Bargaining Agreement, Article 10.4.1.

4. The purpose of this memorandum is to provide for AEO III Vactor Operators assigned to ESD and Utility Worker IIs assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision, as allowed in the Portland City Laborers Collective Bargaining Agreement, Article 10.4

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 24 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand-by will be paid in accordance with Article 10.2 of the Portland City Laborers' Collective Bargaining Agreement.

2. Stand-by shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.

3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.

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

5. Notwithstanding any current or future side letters of agreement, or any practices, if any employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, they will not receive a second premium.

6. The Bureau and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

7. This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Transportation - Maintenance Operations Group (Bureau) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

Automotive Equipment Operator I employees with Hazardous Material endorsements, regularly assigned to fuel operations, work in conditions that cause unusual wear and tear on the safety shoes and rain gear they are required to wear. The annual clothing allowance provided in Article
30.2 of the Labor Agreement between the City and the Union is not sufficient for these employees to maintain adequate footwear and rain gear.

AGREEMENT

Automotive Equipment Operator I employees regularly assigned to fuel operations will be reimbursed, upon proof of purchase, up to $250.00 beginning July 1, 2014 for an additional pair of safety shoes and/or rain gear on a replacement basis, as needed, no more than twice annually. The affected employees will turn in worn out safety shoes and rain gear as a condition of reimbursement for replacement.

This Agreement does not establish any precedent.

This Agreement is effective upon approval by the City Council.

Altered Bi-Weekly Work Schedule Agreement

Portland Bureau of Transportation
Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.1 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedules.

Agreement

1. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Altered Bi-Weekly Work Schedule Agreement

Portland Bureau of Transportation
Laborers' International Union of North America (LiUNA) Local 483

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

Citywide/Portland City Laborers

Labor Management Workgroup - Working Out of Classification

The parties to this agreement are the City of Portland (City) and Portland City Laborers (PCL) represented by LiUNA Local 483 (LL483 or Union).

Background

1. The City and the Union spent an extended period in negotiations over a successor agreement to the 2013-2017 Collective Bargaining Agreement.
2. The City and the Union could reach settlement on all issues except for Working Out of Classification.
3. The City and the Union have a shared interest in ensuring that the Working Out of Classification article can be implemented in such a way that does not create an undue burden on the City.
4. The City and Union agree that the three Bureaus with the most interest in working on this issue are Portland Parks and Recreation (PP&R), Bureau of Environmental Services (BES) and Portland Bureau of Transportation (PBOT Maintenance).

Agreement

1. The City and the Union shall establish a Labor Management Workgroup on Working Out of Classification.
2. The workgroup shall consist of eight (8) members, four (4) appointed by the Business Manager of LL483 and four (4) appointed by the Director of Human Resources.
3. The workgroup shall meet monthly and provide a report and/or agreement as to resolve implementation issues on Article 11 - Working Out of Classification by June 30, 2019.
4. The committee shall make decisions by consensus unless an otherwise agreed upon decision making method is chosen.
5. Issues to consider include, but are not limited to:
    a. Training/developmental opportunities for Seasonal Maintenance Workers and other current City employees not under the PCL Collective Bargaining Agreement.
    b. Individuals on appropriate eligible list (11.2.2) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity exists.
    c. Eligible employees refusing working out of classification opportunities.
    d. The domino effect of working out of classification opportunities moving a person from one group to another which may create another working out of classification opportunity. This situation breaks apart workgroups and may cause inefficiencies.
    e. Planned versus unplanned (sick/emergency) working out of classification opportunities.
    f. Temporary Appointments versus Working Out of Classification.
6. The City and Union agree on already established pay practices and agreements for Working Out of Classification.

Letter of Agreement - GPS

The parties to this Letter of Agreement are the City of Portland (hereinafter the City) and Laborers International Union of North America (LiUNA) Local 483 (hereinafter the Union).

Background

In order to ascertain the location of City vehicles and equipment, the City has installed Global Positioning Systems (GPS). GPS also has the capacity to record vehicle speed, idling time, hard breaking of a vehicle. GPS can send alerts if a vehicle passes a certain location, exceeds a certain speed, or engages in hard braking.

Agreement

~~1. The City will not use GPS data to discipline an employee for otherwise allowable activity during breaks and lunches.~~

2. The City may use GPS and vehicle tracking data for the purposes of discipline or investigation of an employee if there is a documented complaint to the workgroup of the employee in question. ~~, i~~If an employee has a performance deficiency, if an employee has been counseled or disciplined for inappropriate use of City time, City resources or performance deficiencies, or if the City discovers an irregularity during a review conducted for reasons other than investigating for potential misconduct or performance deficiencies.

~~3.~~ Advances in vehicle tracking data have created new considerations related to fleet management and employee privacy. The City and Union may discuss issues related to vehicle tracking, GPS technology, and associated policies through existing Labor Management Committee. Such discussions may include opportunities to review practices, address concerns, and exchange information regarding the City's operational needs and employee privacy interests. ~~will notify its employees and the appropriate union when a bureau issues electronic devices, e.g., cell phones, computer tablets, hand held devices used by the Portland Bureau of Transportation Parking Enforcement Division, capable of determining the location of the device. Data from such a device may be used as outlined in #2 above.~~

~~4. The City and the Union have bargained to completion regarding the impact of installing GPS devices on City vehicles and this Agreement represents the entire agreement of the parties on that subject.~~

~~5. This agreement is in full effect for the life of the existing labor agreement and will remain in full effect unless opened by either party during negotiations for a successor agreement.~~

LETTER OF AGREEMENT

Laborers Local 483 and the City of Portland Labor Management Apprenticeship Committee

1) The parties agree to create a Labor Management Apprenticeship Committee (LMAC) to explore opportunities within the Portland Bureau of Transportation (PBOT), the Bureau of Environmental Services (BES), and Bureau of Parks and Recreation (PP&R) for apprenticeship and trainee opportunities. These include both formal apprenticeships, as governed by the State of Oregon Apprenticeship and Training Division, and other on the job training opportunities.

2) The LMAC shall be composed of eight (8) members: four (4) management members (one each from PBOT, BES, PP&R, and one from the Bureau of Human Resources) and four (4) labor members (at least one being from PBOT, BES, and PP&R). The Business Manager of Laborers' Local 483 will select the four (4) labor members serving on the LMAC.

3) The LMAC is charged with creating a report on current and potential apprenticeship and on the job training opportunities within PBOT, BES, and PP&R. This report will include information about opportunities within classifications represented in the Portland City Laborers' (PCL) contract, as well as opportunities with outside groups (Oregon Tradeswomen, Inc., Laborers' Local 737, etc.). The aim of the report will be to identify pathways to increase apprentice and trainee positions within the PCL contract and to identify pathways to reduce barriers for disadvantaged and underrepresented populations employment in said classifications.

4) The report will be completed by September 1, 2019.

5) The report will be presented to the City Council during a regular Council session by members of the LMAC within three (3) months of its completion.

CDL Premium ~~Pilot~~ -BES

Letter of Agreement

This ~~Pilot~~ Letter of Agreement applies to the Bureau of Environmental Services. A premium of 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 Drivers' 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. The Premium applies to the following PCL represented classifications only:

- Wastewater Operator Trainee, II, III
- Wastewater Operations Specialist
- Industrial Maintenance Millwright
- Industrial Maintenance Millwright Apprentice
- Facility Maintenance Technician

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.

~~This Pilot is effective upon ratification and shall sunset at the expiration of the collective bargaining agreement. This Pilot process is not subject to the grievance procedure.~~

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding are the City of Portland (City), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

1. The City and the Union are parties to a collective bargaining agreement (CBA) effective July 1, 2022, to June 30, 2026.
2. The City and the Union entered into successor negotiations on March 22, 2022 and reached a tentative agreement on February 4, 2023.
3. During successor negotiations, the parties agreed to create a Memorandum of Understanding to provide a maximum of forty
   (40) hours of accrued vacation to be cashed out per employee, one time per calendar year beginning on January 1, 2023 through December 31, 2025.

AGREEMENT

1. The Parties agree that PCL-represented employees will have the option to be voluntarily paid out for up to forty (40) hours of their accrued but unused vacation time, one time per calendar year, from January 1 to December 31^{s}, each year of the CBA through December 31, 2025.
2. Eligible employees can submit a request to their supervisor one time per calendar year beginning no earlier than January 1st and ending no later than December 31st of the year in which they make the request.
3. Constructive receipt of this income will be at the time the employee accrues the vacation, even if the employees do not receive any cash.
4. This Agreement is based on the circumstances described above and does not constitute or create a precedent.
5. This agreement is effective upon the last date of the signing of both parties.
6. This agreement will expire on January 1, 2026.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM	**For ERB Use Only** Case No. ME-038-26 Date Filed 11/3/26

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	**Current Cost** 7/1/2026-6/30/2027	**Year 1** 7/1/2026-6/30/2027	**Year 2** 7/1/2027-6/30/28	**Year 3** 7/1/2028-6/30/29	**Year 4** 7/1/2029-6/30/30	**Total Projected Increase / Decrease** 7/1/2026-6/30/2030	**Explain calculations.** List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Base Wages	$ 60,727,735	$ -	$ -	$ -	$ -	$ -	No change to base wages other than annual cost-of-living adjustments, described below
Overtime	$ 3,686,007	$ -	$ -	$ -	$ -	$ -	No change to overtime rate
Longevity Pay	$ 427,377	$ -	$ -	$ -	$ -	$ -	No change to longevity pay
Shift Differential	$ 213,015	$ 58,362	$ 58,362	$ 58,362	$ 58,362	$ 233,448	Increased the graveyard shift differentials from $2.62 to $3.69/hour; second/swing shift differential increased from $1.97 to $2.37/hour; relief shift differential increased from $2.62 to $5.00/hour. Assumed approximately 94,500 hours of shift differential paid per year.
Additional Personal Holidays	$ -	$ 700,705	$ 707,204	$ 710,465	$ 711,496	$ 2,829,870	Assumed all PCL positions report exclusively in-person. Assumed 100% of the additional personal holiday hours will be backfilled or paid out at 1.0x the base wage rate
NEW! Professional Development Fund	$ -	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 600,000	Professional Development Fund equal to $150,000 per year. Assumed 100% of fund is utilized each year.
NEW! Stores Clerk Premium	$ -	$ 1,847	$ 1,847	$ 1,847	$ 1,847	$ 7,388	New premium exclusively available to Utility Worker I - CL positions in Portland Streetcar when assigned the duties of a Storekeeper/Acquisition Specialist I. Premium assumed to pay 40% of hours for 1 FTE.
Standby	$ 558,374	$ 112,554	$ 113,598	$ 114,122	$ 114,288	$ 454,563	Changes standby rate to 32 hours of pay for 1 week of standby across all bureaus and workgroups. Existing LOAs provide for a lower standby rate of 24 hours of pay for 1 week of standby for select classifications and bureaus.
All other premiums	$ 1,349,064	$ -	$ -	$ -	$ -	$ -	No changes affecting any other premiums

Stipends	$ 255,343	$ -	$ -	$ -	$ -	$ -	No changes affecting stipends
Wage-driven benefits	$ 25,899,866	$ 338,318	$ 340,618	$ 342,168	$ 369,335	$ 1,390,439	Wage-driven benefits include City contributions to PERS/OPSRP, Individual Account Program (6%), Social Security (6.2%), Medicare (1.45%), TriMet, and Paid Leave Oregon (0.4%).
FY 26/27 COLA	$ -	$ 2,822,233	$ 2,846,949	$ 2,860,272	$ 2,926,619	$ 11,456,073	FY 2026-27 COLA is based on the CPI-W increase of 3.0%. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 27/28 COLA	$ -	$ -	$ 2,932,358	$ 2,946,080	$ 3,014,417	$ 8,892,855	FY 2027-28 COLA fixed at 3.0%. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 28/29 COLA	$ -	$ -	$ -	$ 3,034,462	$ 3,104,850	$ 6,139,312	FY 2028-29 COLA fixed at 3.0%. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 29/30 COLA	$ -	$ -	$ -	$ -	$ 3,197,995	$ 3,197,995	FY 2029-30 COLA fixed at 3.0%. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
Healthcare Benefits	$ 18,870,591	$ -	$ -	$ -	$ -	$ -	No changes affecting healthcare provisions
TOTAL (for each column)	$ 111,987,372	$ 4,184,019	$ 7,150,936	$ 10,217,778	$ 13,649,210	**$ 35,201,943**	