

TA: _____ date: _____

TA: _____ date: _____

City of Portland – PTE Local 17 Negotiations

August 3, 2017

Article 1 Recognition – current language

Article 2 Union Security and Activities – current language

Article 3 Scope and Purpose – current language

Article 4 Management Rights

Section 1, General – current language

Section 2, Civil Service – current language

Section 3, Performance Norms and Standards. The parties recognize the City's right to establish and periodically review and revise performance norms and standards. The parties will confer during the term of this agreement with the goal of increasing the efficiency and productivity of the classifications in the unit. Prior to any formal performance norms and standards being adopted, the City will confer with the Union. At the time of adoption of revised performance norms and standards the City shall notify the Union in writing. Employees consistently failing to meet standards and norms may be subject to Articles 21 and 22 of this agreement.

The City will perform performance reviews during employee probationary periods and at least ~~annually~~ once per Fiscal Year thereafter. Copies of performance reviews will be placed in the employees' Bureau personnel files. After receiving the performance review, and by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

Section 4, Contracting Out. ~~This section shall apply only where the contracting out results in employees represented by the Union being laid off.~~

~~(a) The City agrees to notify the President of the Union of any such plan to contract out before the plan is actually executed and contracting out has been done.~~

~~(b) Upon notification under section (a) above, the Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698~~

(a) 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 ~~5,001~~ and \$100,000 and Goods and Services projects with an estimated value between \$10,000 ~~5,001~~ and \$150,000.

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

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

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.

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

(d) The Union may request a quarterly meeting with bureau staff to discuss information provided under Section 4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting²². The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

(e) This section shall apply only where the contracting out results in employees represented by the Union being laid off.

(i) The City agrees to notify ~~the President~~ of the Union of any such plan to contract out before the plan is actually executed and contracting out has been done.

(ii) Upon notification under section (a) above, the Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

Section 5, Reclassification – current language

Section 6, New Technology – current language

Section 7, Limited Duration Employees

- (a) Current language
- (b) Current language
- (c) Current language
- (d) i. Current language
- ii. Current language

iii. A limited duration employee who becomes a permanent employee under the provisions of (i) or (ii) and completes the required probationary period will have his service time as a limited duration employee from that assignment added to his continuous service as a permanent employee. The probationary period may be waived by the Director of the Bureau of Human Resources.

- (e) Current language
- (f) Current language
- (g) Current language

Section 8, Temporary Employees – current language

Section 9, Rehired Retirees – current language

Article 5 Strikes and Lockouts – current language

Article 6 General Provisions

Section 1, Nondiscrimination – current language

Section 2, Probation

(a) The probationary period for a full-time employee serving an initial probationary period in a COPPEA PTE Local 17 represented classification shall be nine (9) months. The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months.

(b) The probationary period for a part-time or job-share employee serving an initial probationary period in a COPPEA PTE Local 17 represented classification shall be twelve (12) months. The probationary period for a part-time or job-share employee being promoted to a higher classification shall be nine (9) months.

(c) During their probationary period employees will be given one (1) written evaluation near the mid-point and a second written evaluation approximately one (1) month prior to the end of the probationary period. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate an employee during the probationary period without recourse to the grievance procedure.

(d) Current Subsection (c)

Section 3, Uniforms and Protective Clothing

(a) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing, and equipment that is needed by the employee to perform his/her duties, with the exception that the City shall reimburse employees – up to a total maximum of ~~\$150~~ \$200 per calendar year – for their purchase or replacement of safety shoes, prescription safety glasses, rain gear, or insulated clothing needed by the employee to perform his/her duties. If an eligible employee received no reimbursement the previous calendar year, then up to ~~\$200~~ \$250 may be reimbursed.

(b) Current language

(c) Current language

Section 4, Classification Study

The City shall commission and conduct a study of the job classifications covered by this agreement. The study shall begin no later than fiscal year 2019-2020. Upon completion of the study and after consultation with the Union, the classification structure will be submitted to City Council for adoption. The compensation portion of the study will be subject to negotiations with the Union as part of the successor contract.

~~If the City commissions or conducts a study of job classifications of jobs covered by this agreement, the City shall make available to the Union a copy of the tentative report to foster Union input, and a copy of the final report to such study.~~

Section 5, Contract Printing – current language

Section 6, Safety – current language

Article 7 Labor Management Committee – current language

Article 8, Savings Clause – current language

Article 9, Duration

This Agreement, as amended, shall be extended for the period of four (4) years, from July 1, ~~2017~~ 2013 through June 30, ~~2021~~ 2017.

~~From June 30, 2021 forward, u~~Unless either party notifies the other in writing no later than January 15 prior to the date of termination April 1, 2017 that it wishes to modify this Agreement, the Agreement will automatically renew. If either party gives timely notice to the other as herein provided, the City and the Union agree to meet and negotiate without unnecessary delay. This Agreement shall remain in full force and effect during periods of negotiations.

Article 10 - Hours of Work

Section 1, Regular Hours. Current language

Section 2, Work Shift and Week.

(a) Current language

(i) STANDARD. The Standard Work Shift shall consist of a fixed schedule of eight (8) hours of work within a day, five (5) days per week.

(ii) ALTERNATE. The Alternate Work Shift shall consist of a fixed schedule not exceeding eleven (11) ten (10) hours of work within a day. An ~~Alternative~~ Alternate Work Shift shall have an agreed upon schedule of hours per work day and days per work week. Examples of Alternate Work Shifts: four 10 hour days per work week; a nine/eighty FLSA compliant schedule where employees work eighty (80) hours in nine days with one additional day off every other week; a work schedule with a varying number of hours of work not exceeding eleven (11) hours in a day or 40 hours in a work week.

~~(iii) (ii) VARIABLE. The Variable Work Shift shall not exceed eleven (11) hours of work within a day. The schedule shall allow employees to work all their hours in fewer than five days per week. For example: Four 10 hour days with one day off during the workweek; or a nine/eighty schedule where employees work eighty (80) hours in nine days with one additional day off every other week. The Variable Work Shift shall have an agreed upon schedule of hours that may vary to reduce the cost of overtime or meet other needs of the City or employee.~~

(b) The Standard work shift and week is required unless both the City and the employee agree in writing to Alternate ~~or Variable~~ work shifts and weeks. Either the City or the employee may require a change to a Standard work shift and week by written notice seven (7) calendar days before the change is to become effective.

(c) Current language

(d) Current language

(e) Current language

Section 3, Continuous Operations. Current language

Section 4, Rest Periods Current language

Section 5, Meal Periods.

(a) Current language

(b) An employee required to work more than two (2) hours before their regular shift, or beyond the regular quitting time, shall be allowed a one-half (1/2) hour meal period on the City's time, prior to starting the two-hour overtime period or prior to starting the regular shift; however,

should the employee fail to work the full two (2) hours beyond the completion of the meal period, or fail to complete their regular shift, the one-half (1/2) hour meal period will be disallowed, and the employee paid for all time actually worked. After two (2) hours² work beyond the completion of the meal period, an employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above meal period, an employee shall be allowed a one-half (1/2) hour paid rest period.

(c) Current language

Section 6, Clean-Up Time. Current language

Section 7, FLSA Exempt Employees

FLSA exempt employees, as identified in Schedule A, may check their City online account or voicemail for de minimis periods of time outside of their work shift. Doing so does not need to be approved and will not be paid.

ARTICLE 11 - HOLIDAYS

Section 1, Holidays.

(a) Current language

(b) Every full-time employee is entitled to a day off with pay on a holiday. ~~A holiday shall be defined as eight (8) hours.~~ Employees shall receive holiday pay equal to each employee's regularly scheduled work. (For example, an employee who is regularly scheduled to work an 8 hour shift shall be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift shall be paid 10 hours holiday pay.) After completion of ~~six (6) months' service~~ thirty (30) days service, each full-time employee covered by the terms of this agreement shall receive three (3) personal holidays (24 hours) per calendar year.

(c) Current language

(d) Current language

(e) Current language

(f) Current language

(g) Current language

(h) Current language

(i) For employees working in positions other than FLSA Exempt ~~IF~~ Classifications, as identified in Schedule A, if an employee's scheduled day off falls on a holiday then the employee is entitled to a postponed holiday with pay to be taken by mutual agreement between the employee

and the director of the bureau or designated supervisor. The employee is eligible to use the deferred holiday starting the first scheduled work day following the holiday. Employees may carry over up to ~~two~~ five (5) deferred holidays and any deferred holidays over ~~two~~ five (5) not taken as of the end of the first pay period in January shall be forfeited.

Section 2, Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

(a) Current language

(b) The employee worked on a scheduled work day immediately preceding and immediately following the holiday unless the employee was on pay status for the entire day before and day after the holiday, ~~or the employee had a leave of absence as allowed by this collective bargaining agreement for up to one day before or after the holiday,~~ or the employee has requested permission in writing from their supervisor and was approved to be absent without pay the day before or the day after the holiday and such permission was granted at least one calendar week prior to the holiday.

~~(e) If a holiday is observed on an employee's first scheduled day off, the day before such holiday shall be considered as a holiday and paid as such. If a holiday falls on an employee's second or third day off, then the first scheduled work day following the holiday shall be considered as a holiday and paid as such.~~

~~(d)~~(c) Current language

~~(e)~~(d) Current language

~~(f)(e) Full-time employees who are on work schedules other than eight hours per day, five 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.~~

~~These employees may elect, in writing before the holiday, to adjust their schedule as provided in Article 10, Section 2 (e), use either earned compensatory time or leave without pay instead of vacation for the difference between the eight hours of holiday pay they receive under this Article and their regular shift hours.~~

Part-time or job share employees: accrued vacation leave will be used to make up the difference between the number of hours of holiday pay to which the employee is entitled and the number of hours ~~the~~ in the employee's regular shift on the day the holiday is observed unless a part-time or job share employee may elects, in writing before the holiday, to adjust their schedule as provided in Article 10, Section 2 (e), use ~~either~~ earned compensatory time, or ~~elect to take~~ leave without pay instead of accrued vacation leave for the difference between the holiday pay they receive under this Article and their regular shift hours.

Section 3, Holiday Work. As provided for in Article 19, Section 7 all time worked on any of the holidays listed in Section 1 of this Article shall be paid for at the rate of time and one-half or compensatory time in lieu of pay in addition to the employee's holiday pay. Employees in FLSA

exempt classifications, as identified in Schedule A, directed to work on a holiday are entitled to 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.

(New) Section 4 Essential Employees Deferred Holidays Essential employees required to work on a regular workday when the City is closed due to inclement weather or natural disaster and work the same number of hours as regularly scheduled will receive deferred holiday time equal to the regularly scheduled hours. Deferred holidays under this section will be scheduled as provided in Section 1 (i) above.

ARTICLE 12 - SICK LEAVE

Section 1, General

(a) Current language

(b) Current language

(c) Current language

(d) Current language

(e) Current language

(f) Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ~~ninety (90)~~ thirty (30) days' service with the City.

(g) In situations where an employee's spouse, domestic partner, parent, household member, child, or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. A maximum of ~~five (5) days~~ 104 hours of sick leave per year may be used as provided in this subsection. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.

(h) Current language

(i) Current language.

(j) Current language

(k) Current language.

(l) Current language

Section 2, Attendance Incentive.

~~(a)~~(a) If an employee has a balance of one hundred (100) hours or more of sick leave at the end of the calendar year and has used less than one-half their annual sick leave accrual (51 or fewer hours for full-time employees, 25.5 hours for half-time employees) in that calendar

year, that employee is eligible to have up to ~~15%~~ 25% of their remaining sick leave accrued in that calendar year converted to vacation leave. Requests for conversion may be made once per calendar year and must be made during the period between the first pay period and June 30th of the calendar year following the calendar year in which the incentive is earned. Eligibility for part-time employees is pro-rated to their Standard Hours Designation.

(b) Current language

(c) The provisions of this section will sunset June 30, 2021 ~~2017~~ unless extended by the mutual agreement of the parties.

Section 3, Industrial Leave. Current language

Section 4, Maximum Accumulation. Current language

Section 5, Unused Sick Leave on Retirement. Current language

Section 6, Supplemental Pay. Current language

Section 7, Offset for Dual Payments of Sick Leave and Time Loss. Current language

ARTICLE 13 - FAMILY LEAVE

Current language

ARTICLE 14 - VACATIONS

Current language

ARTICLE 15 - LEAVES OF ABSENCE

Section 1, General Provisions.

(a) Current language.

(b) Current language.

(c) Requests for leave of absence of thirty (30) calendar days or less may be granted by the bureau head or his/her designee. All employer paid health, dental, vision and life insurance benefits will be continued during this period. Leaves for more than thirty (30) calendar days may be approved by the Commissioner-in-Charge, and such leaves may be extended or renewed for any reasonable period. No request including a request for ~~paternal~~ parental leave, shall be denied for arbitrary or capricious reasons.

(d) Current language.

Section 2, Jury Duty. Current language.

Section 3, Military Leave. Current language.

Section 4, Maternity Leave. Current language..

Section 5, Education. Current language.

Section 6, Funeral Leave. Current language.

Section 7, Return from Leave Rights. Current language.

ARTICLE 16 - HEALTH AND WELFARE

Section 1, Labor/Management Benefits Committee.

(a) The parties agree to the continuation of the citywide Labor/Management Benefits Committee. The Committee will consist of 16 ~~14~~ members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), ~~the City of Portland Professional Employees Association (COPPEA)~~, Professional and Technical Employees Local 17 (PTE Local 17), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), the Portland Police Commanding Officers Association (PPCOA), ~~and AFSCME Local 189 representing the Portland Housing Bureau (PHB), and effective July 1, 2017, Laborers' Local 483 representing Portland City Laborers.~~ The remaining eight ~~seven~~ members shall be appointed by the City.

(b) A quorum of twelve (12) voting members is required for the Committee to take action. An absent Committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any Committee member may invite one or more visitors to attend Committee meetings.

(c) The Committee shall select ~~its~~ two (2) chairpersons, one (1) labor representative and one (1) City representative, who shall serve as co-chairpersons at the will of the Committee.

(d) In order to make a recommendation to the City Council, at least twelve (12) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.

(e) 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.

(f) The Committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1 of each year.

(g) 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.)

Section 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 federal, state, local laws, statutes and rules.

(a) ~~Permanent Regular~~ full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are on 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 is the employee's regularly scheduled hours. Coverage for the employee and the employee's eligible family members will be reinstated retroactively to the first of the month in which the employee returns to the employee's regular work schedule. Any required catch-up premium contributions will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position. For purposes of this agreement, full-time is defined as a position normally requiring the full services of an employee for at least nine-tenths of the normal working hours of a biweekly payroll period, or other work period established pursuant to FLSA, on a continuing basis.

~~Following an authorized unpaid leave, a permanent full-time employee shall be eligible for medical, dental, vision and life insurance as provided herein on the first calendar day of the month in which the employee returned to active employment.~~

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 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.

(b) ~~Permanent~~ Regular part-time employees will 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 on 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 is the employee's regularly scheduled hours. Coverage for the employee and the employee's eligible family members will be reinstated retroactively to the first of the month in which the employee returns to the employee's regular work schedule. Any required catch-up premium contributions will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made. Permanent part-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or their separation from active employment. The amount of non-elective contributions which the City will make on behalf of permanent part time employees for medical, dental, vision and life insurance benefits shall be as follows:

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.

The amount of contributions the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

<u>Standard Regularly Scheduled Hours Per Bi-Weekly Pay Period</u>	<u>Percentage of Full-Time Employee Employer Contribution</u>
--	---

40 - 45	50%
46 - 55	63%
56 - 63	75%
64 – 71	88%
72 – 80	100%

~~The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and status and are working regularly scheduled hours. the employee's Standard Hours as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in Standard Hours that will exceed six months. For purposes of this agreement, part-time is defined as a position requiring the full services of an employee for at least half but less than nine-tenths of the normal working hours of a biweekly payroll period, or other work period as established pursuant to FLSA, on a continuing basis.~~

~~Following an authorized unpaid leave, a permanent part-time employee shall be eligible for medical, dental, vision and life insurance as provided herein on the first calendar day of the month in which the employee returned to active employment.~~

(c) Job-share is defined as a full-time position designated by the appointing authority that is or may be shared by two employees. The amount of non-elective contributions that the City will make on behalf of its permanent job-share employees shall be fifty percent (50%) of the maximum amount it makes on behalf of full time employees.

(d) Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month. Employees who become ineligible for City paid benefits will have the right to continue coverage on a self-pay basis in accordance with state and federal law.

Section 3, City Premium Contributions.

(a) Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017. Effective Benefit Plan Year July 1, 2017 through June 30, 2018, the City shall contribute ninety-five percent (95%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (Self-insured Medical Plan or Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five percent (5%) of the medical, vision and dental rates adopted by City Council for the one party, two party, or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest

of the employee enrollee and it has been recommended by the LMBC and subsequently adopted by City Council.

(b) High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.

Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) 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 to the HDHP shall contribute five percent (5%) of the dental rates adopted by the City Council for one party, two party or family enrollees (whichever applies), or any variation of the tiered rate recommended by the LMBC and subsequently approved by City Council.

(c) Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.

Beginning with Benefit Plan Year July 1, 2018 and effective in subsequent plan years, the City shall contribute ninety-five percent (95%) 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 Self-Insured Medical Plan or Kaiser Plan and provided the employee has received a preventative health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or Kaiser Plan and who has received a preventative health examination with the prior two (2) full calendar years shall contribute five percent (5%) of the medical, vision and dental rates adopted by City Council for the one party, two party, or family enrollees (whichever applies), the tiered rates recommended by the LMBC and subsequently adopted by City Council.

(d) Beginning with Benefit Plan Year July 1, 2018 and effective in subsequent plan years, the City shall contribute ninety percent (90%) 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 Self-Insured Medical Plan or Kaiser Plan and who has not received a preventative health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or Kaiser Plan and who did not receive a preventative health examination with the prior two (2) full calendar years shall contribute ten percent (10%) of the medical, vision and dental rates adopted by 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 adopted by City Council.

(e) Beginning with Benefit Plan Year July 1, 2018 and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or Kaiser Plan will have one (1) full calendar year to receive a preventative health care examination to retain the City's ninety-five percent (95%) contribution and the employee's five percent (5%) contribution in the subsequent plan year. The City shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, vision and dental rates adopted by 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 adopted by City Council, for each newly hired full-time regular full-time employee who does not receive a preventive preventative health examination within the first full calendar year of service. After this initial service time, contribution percentages for health care plans shall be as in Section 3 (c) and 3 (d) above.

(f) 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 16.3(e)~~ Section 3 (a) through (e) 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

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

City Contribution	One Party	\$152.72 per payday
	Two Party	\$121.90 per payday
	Family	\$94.90 per payday

(h) Effective July 1 of each year of this Agreement, the City contribution rate provided in previous year shall be adjusted to reflect the full annual percentage increase in the 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 2nd 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%).

~~(d) For the term of the Agreement the City shall contribute ninety five percent (95.0%) of the combined total medical, vision and dental rates adopted by City Council fir the one party, two party or family enrollees (whichever applies) for each of the medical, dental, and vision options provided. Each employee shall contribute five percent (5%) of the combined total medical, vision and dental rates adopted by City Council for the one party, two party or family enrollees (whichever applies). Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the information forwarded to the Union president.~~

(i) The City shall pro-rate the cash payment and City contribution in Section 3 (d) above for part-time benefits eligible employees based on the standard hours schedule. (See Section 2.)

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

Section 4, Health Fund Reserves.

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

(b) Current language

(c) Current language

Section 5, Retiree and Survivor Benefits.

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

(b) Current language

(c) Current language

Section 6, Life Insurance. Current language

Section 7, Deferred Compensation. Current language

Section 8, Federal and State Health Legislation. Current language

Section 9, Disability Insurance. Current language

Section 10, Retirement. Current language

Section 11, Liability Insurance. Current language

ARTICLE 17 - OTHER BENEFITS

Current language

ARTICLE 18 - DOMESTIC PARTNERS

Current language

ARTICLE 19 - WAGES

Section 1, Wage Schedule. Current language

Section 2, Impact Bargaining. Current language

Section 3, Working Out of Classification. Current language

Section 4, Pay Periods. Current language

Section 5, Reporting Time and Call Back Pay. Current language

Section 6, Standby Pay. Before the City requires bargaining unit employees to "standby" during their off-duty hours, the City and the Union representative will meet and discuss the impact of such a requirement.

If the City requires bargaining unit employees other than those in FLSA-exempt classifications identified in Schedule A to "standby" during their off-duty hours, the employee shall receive one (1) hour pay at the straight time rate or, at the mutual agreement of the bureau and the employee, one (1) hour of compensatory time for each shift, as defined in Section 8 of this Article, of "standby" time. However, under no circumstances may an employee accrue more than ~~eighty~~ one hundred twenty (120) hours of compensatory time off at any given time for any combination of overtime worked or "standby" hours. If the City requires employees in FLSA exempt classifications identified in Schedule A to "standby" during their off-duty hours, the employee shall receive one (1) hour pay at the straight time rate for each 24-hour period, or

portion thereof, of this assignment. Work performed while on "Standby" will be paid in accordance with Sections 5 and 7 of this Article.

"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 standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.

The employee on standby must respond to the initial contact within one-half (1/2) hour. 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.

An employee, other than those in FLSA-exempt classifications identified in Schedule A, on standby who responds to a work-related telephone call that does not require him or her to respond to a City facility or another worksite shall be paid for the time spent responding to the call and for related calls as well as any time spent logging or recording required information about the call at the appropriate overtime rate. Time will be paid in increments of 15 minutes, e.g., 1 to 15 minutes equals 15 minutes pay, 16 to 30 minutes equals 30 minutes pay, etc.

Section 7, Overtime.

(a) Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours. Overtime will be paid in cash except, at the mutual agreement of the bureau and the employee, compensatory time computed at the applicable overtime rate shall be granted in lieu of overtime pay up to a total accrual of ~~eighty (80)~~ one hundred twenty (120) hours per calendar year. The compensatory time off shall be taken at a time mutually agreed upon by the employee and the employee's supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year, unless the employee and the bureau agree to a cash payout. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.

- (i) All work performed by full-time employees in excess of their approved scheduled work shift;
- (ii) All work performed in excess of forty (40) hours per week;
- (iii) All work performed by full-time employees on any scheduled day off; and
- (iv) All work performed on any of the holidays set forth in Article 11.

(b) Employees in FLSA-exempt classifications identified in Schedule A will receive hour-for-hour accrued time for time worked in excess of forty (40) hours in a week. The employee and his/her supervisor will attempt to adjust the employee's schedule within two payroll periods following the payroll period in which the hours are worked to permit use of the accrued time. If an adjustment cannot be accomplished, the employee will be paid for the accrued time worked at his/her regular hourly rate, or may accrue it as compensatory time to a maximum of 80 hours.

(c) Overtime work opportunities shall be distributed as equally as reasonably possible to bureau qualified employees working within the same job classification. The distribution of overtime shall be equalized as nearly as possible over each six (6) month period.

Section 8, Shift Differential.

(a) In addition to the established wage rates, the City shall pay an hourly premium of eighty-four (84) cents to employees for all hours worked on shifts beginning between the hours of 12:00 noon and 6:59 P.M. For all hours worked on shifts beginning between the hours of 7:00 P.M. and 5:59 A.M., the City shall pay an hourly premium of one dollar and sixteen (\$1.16) cents per hour. Shift premiums shall not apply during hours when earning overtime or when on vacation, sick leave or any other paid leave of absence.

(b) The shift differential described in subparagraph (a) above shall not apply when an employee requests, and the bureau approves, their shift to have a starting time prior to 6:00 A.M. Such shift agreement shall be in writing with a copy provided to the Union.

~~**Section 9, Recruitment Incentives.** The following provisions recognize that certain incentives related to relocation expenses, vacation leaves, and health insurance benefits may assist the City in the recruitment and appointment of qualified candidates for certain key positions. The Commissioner in Charge may determine which positions are key, or in need of special recruitment efforts, and therefore merit recruitment and employment incentives. Such positions may include candidates whose job qualifications are uniquely suited to a particular City position or in a profession for which there are only a limited number of qualified candidates. Such positions should normally be identified as “key” before recruitment and examination efforts commence.~~

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

~~(b) Reasonable expenses associated with relocating permanently appointed new employees to key or special recruitment positions may be approved by the Commissioner in Charge. Such expenses shall be paid by the appointing Office or Bureau. The payment of such expenses is subject to the conditions provided for in the City’s Human Resources Administrative Rules.~~

~~(c) 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 14, Section 1 (a) of this Agreement, when authorized by the Commissioner in Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.~~

~~(d) When authorized by the Commissioner in Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of~~

~~vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit.~~

Section 9 10, Materials Testing Laboratory Sample Response Pay. Current language

Section 10 11, Team Lead. Current language

Section 11 12, Expanded Transfer. Current language

Section 12 13, Hazardous Assignment Premium. ~~Current language~~ Employees may transfer to any job which has a maximum rate of not more than 20% above the maximum rate of the job class from which they transfer. Transfers below or above an employee's current classification must meet these requirements:

(a) The employee selected for transfer must meet the qualifications of the job classification as determined by the Director of the Bureau of Human Resources or designee.

(b) Approval by the affected hiring authorities and the Director of the Bureau of Human Resources or designee.

(c) No layoff list can exist for the classes to which transfers are sought.

(d) There are no qualified injured workers available.

(e) A posted, Citywide competitive process, evaluating all interested employees, is used in selecting the employee for the position, unless waived by the Director of the Bureau of Human Resources because an employee whose position is being eliminated or who is being bumped as a result of the elimination of a position is selected for the transfer.

(f) Does not involve movement from journey to supervisory or supervisory to managerial levels.

An employee who transfers to a different job class under this provision shall serve a probationary period as prescribed in the City's Human Resources Administrative Rules on Probationary Period or the applicable labor agreement. An employee who fails to complete the probationary period following transfer shall be subject to the provisions of the City's Human Resources Administrative Rules on Probationary Period.

The terms of this provision are intended to apply to employees both within and outside the COPPEA-PTE Local 17 bargaining unit.

ARTICLE 20 - SENIORITY

Current language

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Current language

ARTICLE 22 - SETTLEMENT OF DISPUTES

Section 1, General. Current language

Section 2, Contents of Grievances and Responses.

(a) ~~All Step 1 and Step 2~~ grievances shall be in writing and clearly identified as a “Grievance.” ~~All grievances shall be filed with the aggrieved employee's immediate supervisor outside the bargaining unit with copies to the Union and to the Director of the Bureau of Human Resources. All grievances and~~ shall include the following information:

- (i) the date the grievance is filed;
- (ii) the name of the grievant(s);
- (iii) the article(s) of this agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause, hereafter referred to as the “grievance matter”;
- (iv) the place, date and time the grievance matter occurred;
- (v) a short narrative explaining the facts and reasons supporting the grievance; and
- (vi) the remedy being sought. All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

(b) All responses to grievances shall be in writing and clearly identified as a “Grievance Response.” All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:

- (i) the date of the response to the grievance;
- (ii) the name of the person making the response;
- (iii) the decision affirming or rejecting the grievance;
- (iv) the proposed remedy if the grievance is affirmed;
- (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure.

(a) For purposes of this article, all days are calendar days. Day Zero (0) is the day the grievance matter occurred, or the employee or the Union became aware of its occurrence. Day Zero for disciplinary actions is the day of receipt of the letter imposing disciplinary action or the effective date of a suspension, demotion or discharge. Time limits may be extended by mutual agreement.

The parties may agree that the grievance is more appropriately filed with the Bureau of Human Resources or to waive the initial steps of the grievance procedure and proceed to Step 2 upon mutual agreement.

(b) Informal Step: Before initiating a formal written grievance at Step 1, the aggrieved employee(s) shall attempt to resolve the matter informally with the employee's immediate supervisor. 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. The employee or the Union will inform the immediate supervisor if they file a formal grievance.

~~(b)~~ (c) Step 1. The aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall file a grievance with the ~~grievant's immediate supervisor~~ Bureau Director within twenty-one (21) days of when the matter giving rise to the grievance occurred. ~~The parties may agree that the grievance is more appropriately filed with the Bureau of Human Resources or to waive the initial steps of the grievance procedure and proceed to Step 2 upon mutual agreement.~~

~~(c)~~ The supervisor, Bureau Human Resources Business Partner or The Bureau Director or designee who has received the grievance in the first step of the process shall have fourteen (14) calendar days to respond to the grievance.

(d) Step 2. If the grievance matter remains unresolved, the aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter to the Director of the Bureau of Human Resources within fourteen (14) days after the Step 1 response is received or due.

~~(e) The Bureau of Human Resources Labor Relations Manager may delegate their authority to represent the bureau's interests in the grievance resolution process. The Bureau of Human Resources Labor Relations Manager, or their designee, shall have fourteen (14) calendar days to respond to the grievance.~~ The Director of the Bureau of Human Resources shall have fourteen (14) calendar days to respond to the grievance.

~~(f)~~ (e) Step 3. If the grievance matter remains unresolved, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration or mediation. If the Union fails to exercise its right to request arbitration or mediation of the grievance matter within fourteen (14) days after the Step 2 response is received or due, the right to arbitrate or mediate the grievance matter terminates.

Section 4, Discharge. Current language

Section 5, Mediation. Current language

Section 6, Arbitration. Current language

Section 7, The Union Grievance Committee. Current language

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

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

1. The City shall fund a Professional Development account in the amount of ~~\$125,000~~ \$225,000 for each fiscal year of this agreement. ~~2013/2014. The City shall fund a Professional Development account in the amount of \$150,000 for fiscal years 2014/2015, 2015/2016, and 2016/2017.~~
2. Current language
3. Current language
4. Administrative assistance for administering the fund up to ~~\$40,000~~ \$50,000 annually may be deducted from the fund to cover those costs provided, however, that all such funds must be accounted for and a report of expenditures for this purpose will be provided annually to COPPEA PTE Local 17. In addition, the City will confer with COPPEA PTE Local 17 about measures to reduce these administrative costs and implement measures as agreed.
5. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
 - B. ~~Books, tapes, videos and software~~ Training and education materials, and services that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications and professional dues not paid by the employee's bureau.
6. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by COPPEA PTE Local 17 and two (2) members by the Director of the Bureau of Human Resources.
7. Current language.
8. Current language
9. Current language

Except for the City funding of this program, Article 23 is not subject to the grievance procedure.

~~Article 23 shall sunset upon expiration of the contract.~~

ARTICLE 24 - REASONABLE SUSPICION OF DRUG OR ALCOHOL USE

Section 1, Definitions. For purposes of this Article, the following definitions apply.

- a. Reasonable suspicion: a legal standard of proof that is less than probable cause, but more than a “hunch.” It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or body odors of from an employee.
- b. Alcohol: colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.
- c. Drugs: any controlled substance included in ORS 457.005, including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.
- d. Drug paraphernalia: any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a drug.

Section 2, Reasonable Suspicion. The City reserves the right to determine whether reasonable suspicion exists. Only managers and supervisors trained in the signs and symptoms of drug and alcohol use may refer employees for reasonable suspicion testing. Circumstances which constitute a basis for determining “reasonable suspicion” may include, but are not limited to, direct observation of any of the following:

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

For purposes of determining reasonable suspicion, the City prefers two supervisors observe and document behavior; however, if two are unavailable, then one supervisor may take action.

Section 3, Refusal to Consent to Testing. Where the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

- a. refusing a directive to submit to a required test;
- b. inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
- c. tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
- d. leaving the collection site before the testing process is complete;

- e. ~~failing to permit an observed collection.~~ failing to permit an observed collection when required;
- f. failing to submit to a second test when required;
- g. failing to undergo a medical evaluation when required;
- h. failing to cooperate with any part of the testing process.

When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.

**SCHEDULE A
CLASSIFICATION SPECIALTIES**

Architect	CAD Technician I
Landscape Architect	CAD Technician II
	CAD Technician III
Building Landscape Designer I	CAD Analyst
Building Landscape Designer II	
	Capital Project Manager I
Botanic Specialist I	
Natural Resources Youth and Community Programs	Community Garden Technician
Community Gardens	Communications Engineer*
Forestry	
Trails	Develop. Services Technician I
	Develop. Services Technician II
Botanic Specialist II	Develop. Services Technician III
Community Gardens	Develop. Services Project Coordinator
Natural Resource Ecologist Arboretum Collections	Development Services Tech. Trainee
Pest Management	
Rose Garden	Electronics Systems Technician
	Engineering Technician I
Environmental Education	Engineering Technician II
Forestry	Engineering Technician III
	Engineering Associate
Botanic Technician I	Civil
	Mechanical
Botanic Technician II	Electrical
	Structural

Sr. Engineering Associate

Civil
Mechanical
Electrical
Traffic
Structural
Chemical
Geotechnical

Field Science Specialist
Field Science Technician
Field Science Technician Trainee

Fire Land Use Review Technician

G.I.S. Technician I
G.I.S. Technician II
G.I.S. Technician III

Engineer

Civil
Mechanical
Electrical
Traffic
Structural
Chemical/Environmental
Geotechnical
Bridge

Graphics Designer I
Graphics Designer II
Graphics Designer III

Hazardous Materials Coordinator

Hydrogeologist

Environmental Policy Analyst

Environmental Policy & Hazardous
Materials Coordinator

Environmental Program Coordinator*

Environmental Specialist

Wildlife Biologist

Environmental Technician I

Environmental Technician II

Environmental Technician III

Mapping Data Technician I
Mapping Data Technician II
Mapping Data Technician III
Materials Quality Compliance Specialist

Materials Testing Technician I
Materials Testing Technician II
Materials Testing Technician III

Planner I

Land Use	Associate Planner
Transportation	Planning Assistant
Transportation Modeling	
Environmental	<i>Remittance Technician</i>
Urban Design	
Water Resources	<i>Revenue Auditor</i>
Parks	Sr. Revenue Auditor
	Right of Way Agent I
Planner II	Right of Way Agent II
Land Use	Right of Way Agent III
Transportation	
Transportation Modeling	Signals and Street Lighting Technician
Environmental	
Urban Design	Transportation Demand Management Assistant
Water Resources	Transportation Demand Management Specialist I
Parks	Transportation Demand Management Specialist II
Economic	
Sr. Planner	
Land Use	Utility Locator
Transportation	
Transportation Modeling	Applications Analyst I
Environmental	
Urban Design	Applications Analyst II
Water Resources	Data Analyst
Parks	
Economic	Applications Analyst III*
	G.I.S., Vertical

Applications Analyst IV*
G.I.S., Vertical
Web Developer

Information Systems Technical Analyst V*
G.I.S., Vertical
Project Management

Information Security Architect*

Information Systems Technical Analyst VI*
G.I.S., Enterprise
G.I.S., Vertical
Project Management
Security

Information Systems Technical Analyst I

Information Systems Technical Analyst II

Principal Information Systems Analyst*
G.I.S. Enterprise
G.I.S., Vertical
Project Management
Security

Information Systems Technical Analyst III
Telecommunications

Information Systems Technical Analyst IV
G.I.S., Vertical
Telecommunications

*Classification is treated as FLSA exempt under Articles 10, 11 and 19

Schedule B
(Salary Rates)

YEAR ONE - Effective July 1, 2017, or upon ratification by both parties, whichever occurs later, Schedule "B" "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" "A" for the period July 1, 2017 to June 30, 2018 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 2015 and the 2nd Half 2016) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR TWO - Effective July 1, 2018 2014, Schedule "B" "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" "A" for the period July 1, 2018 2014 to June 30, 2019 2015 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2016 2012 and the 2nd Half 2017 2013) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2019 2015, Schedule "B" "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" "A" for the period July 1, 2019 2015 to June 30, 2020 2016 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2017 2013 and the 2nd Half 2018 2014) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - Effective July 1, 2020 2016, Schedule "B" "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" "A" for the period July 1, 2020 2016 to June 30, 2021 2017 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2018 2014 and the 2nd Half 2019 2015) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Planner Rates Proposal

Rates are prior to any Cost of Living Adjustment

		Rep En	Rep 1yr	Rep 2yr	Rep 3yr
Associate Planner	Current	\$ 25.95	\$ 27.22	\$ 28.60	\$ 30.03
Market Max \$32.78	Proposed	\$ 28.53	\$ 29.96	\$ 31.46	\$ 33.03
Planner I	Current	\$ 28.60	\$ 30.03	\$ 31.44	\$ 33.00
Market Max \$36.46	Proposed	\$ 31.38	\$ 32.95	\$ 34.60	\$ 36.33
Planner II	Current	\$ 31.44	\$ 33.00	\$ 34.55	\$ 36.34
Market Max \$41.86	Proposed	\$ 36.10	\$ 37.90	\$ 39.79	\$ 41.78
Sr Planner	Current	\$ 36.06	\$ 37.82	\$ 39.76	\$ 41.73
Market Max \$43.61	Proposed	\$ 38.80	\$ 40.74	\$ 42.71	\$ 44.91

Health and Benefit “Me, Too” Letter of Agreement
PTE Local 17 2017 – 2021 Labor Agreement

Should bargaining unit members under the District Council of Trade Unions’ 2017 – 20XX labor agreement receive premium share contributions greater than those offered herein under the City’s Self-Insured Medical Plan or the Kaiser Plan effective in the Benefit Plan Year starting July 1, 2018, bargaining unit members covered by this Labor Agreement shall have the right to receive the equivalent provided to the DCTU on a prospective basis.

Memorandum of Understanding

The parties to this Memorandum of Understanding are the City of Portland (City) and the Professional and Technical Employees Local 17 (Union).

Background

1. The City and the Union are engaged in negotiations over a successor agreement to ~~their~~ the Union's July 1, 2013 through June 30, 2017 labor agreement.
2. As part of the negotiations, the Union proposed amending Article 14 Vacations to increase vacation accrual rates, ~~and~~ change the service anniversary dates for increasing an employee's rate of accrual, ~~and~~ reduce the maximum accrual accumulation.
3. Currently vacation accrual and service anniversary date increases in accruals are the same for all regular represented and non-represented employees except for Bureau of Emergency Communications (BOEC) employees represented by AFSCME Local 189-2 and Uniformed Members of the Bureau of Fire and Rescue with 51.9 hours per week work schedules.
4. ~~Any change to vacation accruals will likely impact most regular employees of the City.~~
5. ~~4. The parties were not able to arrive at an agreement to amend Article 14.~~ The Union proposed amending vacation leave on 3/16/17, the City countered with current contract language on 5/18/17, the Union modified its proposal on 6/1/17 to address City concerns, and the City maintained a counter of current contract language, thus the parties were unable to arrive at an agreement to amend Article 14.

Agreement

1. The City and the Union will establish a Labor Management Workgroup (Workgroup) on ~~V~~vacation leave. accrual rates. The parties ~~intend for the first meeting as early as will~~ meet starting in September 2017, providing the ~~PTE~~ Union contract has been ratified by both the Union and City Council. If the contract is not ratified prior to September, then the committee will convene in the first month after ratification.
2. The goal of the Workgroup is to research vacation accrual rates in comparable jurisdictions in Oregon and Washington, and prepare written recommendations for change, with the justification for the recommendations, to the ~~BHR~~ Bureau of Human Resources (BHR) Director. Any agreed upon changes must be adopted by City Council by ordinance.
3. The initial Workgroup will be composed of two members appointed by the Union and two members appointed by the City. The Union and the City also agree that representatives of the following unions: DCTU, AFSCME Local 189-3, Laborers' Local 483, PPA, and PPCOA will be asked to join the ~~work group~~ Workgroup. (PFFA and AFSCME Local 189-2 representing employees in BOEC are excluded due to their different accrual rates). Each additional participating union may have one member on the Workgroup and the City will add one member for each additional union representative. Participation by the other unions is strictly voluntary as they are not signatory to this ~~MOA~~ MOU.
4. Members of the Workgroup will determine the frequency and duration of their meetings.

5. Creation of the Workgroup is contingent on ratification of the successor agreement by both the Union and the City.

For the City:

Jerrell Gaddis, Labor Relations Manager

Date

For the Union:

Amy R. Bowles, Union Representative

Date