

Articles

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Article 7. Work Schedules and Workweeks

- 7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. The five (5) consecutive days mentioned herein shall have the same starting and quitting times unless inclement weather conditions dictate otherwise, or by mutual agreement.
- 7.2 In the event the starting or quitting time of any existing schedule is changed, the Unions will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week.
- 7.3 The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Unions consider any such schedule as not required by the reasonable needs of City operations.
- 7.4 In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one half.
- 7.4.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s) involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with Article 9 of this Agreement.
- 7.4.2 It is further agreed, the City and the Union(s) involved may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with Article 9 of this Agreement.
- 7.4.3 The City and the Union(s) involved agree that either party may terminate a schedule created under 7.4.1 or 7.4.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.
- 7.5 It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the City's payroll period. Once such a workweek is established for a group of employees, it shall remain fixed, unless changed for legitimate business reasons.

For example: The workweek for the bi-weekly work schedule described in Article 7.4.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.

7.6 Employees working a second or third shift shall receive a shift differential in accordance with the provisions of Article 8. ~~the provisions of Article 8~~

7.7 Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible.

7.8 Emergency Work Scheduling. Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City without the notice required under sub section 7.2 of this Article, in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency.

7.8.1 Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided s/he has at least an eight (8) hour rest period. If the rest period is not provided, then the City shall pay the employee the overtime rate for the first shift of their regular schedule.

7.8.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not pre plan. Emergencies shall not include those day to day situations which require immediate action which have been normally performed by bargaining unit employees.

7.8.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two (Article 36.3.5) of the grievance procedure.

7.9

7.10 Employees working any of the allowed work shifts and weeks may, to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be preapproved and by mutual agreement between management and the employee, and regardless of any other provisions of this Agreement, will not result in overtime pay.

7.10.1 If an employee working a flexible schedule works more than 40 hours in a FLSA workweek, the employee shall accrue overtime..

7.10.2 Article 8.4 of the DCTU collective bargaining agreement shall only apply when such employee is unable to flex their schedule due to FLSA workweek restrictions.

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

Article 15. Holidays

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

15.1.1 New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, **Christmas Eve**, Christmas Day, and every day appointed by the President or the Governor of the State of Oregon as a universal holiday.

(A) For Monday through Friday Schedules, whenever one of the above listed holidays fall 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.

(B) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled work day following the holiday(s) shall be considered the holiday and paid as such.

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

15.1.2 Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty-four (24) hours per day, will observe Veteran's Day on November 11, **Christmas Eve on December 24th**, Christmas on December 25, New Year's on January 1, and Independence Day (~~the Fourth of July~~) on July 4th.

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

15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8 hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled

to work on a holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Deferred or postponed holidays will be used prior to vacation time but not prior to vacation over the max. . The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. (The language of this section applies to all letters of agreement attached to this contract.)

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

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

~~15.2.3 Employees shall not receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were on pay status for such day before and day after, or unless they has previously applied to their supervisor in writing for permission to be so absent. However, in situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence to their supervisor. If the supervisor considers the reason for the absence excusable, the holiday pay shall be paid. Should the supervisor either question the validity of the request or consider the reason for the absence insufficient cause for being absent, they shall contact the Unions, discuss the case with them and together shall render a decision. If no agreement is reached the matter shall be referred to the Human Resources Bureau for review. The deliberation and decision shall be based upon both the following considerations: (a) whether the absence would have been granted had prior approval been sought, and in addition; (b) whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.~~

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

15.2.5 If employees are on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against their accumulated sick leave.

15.3 Personal Holidays

15.3.1 After completion of six (6) months of service, each regular full-time

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

15.3.2 After completion of six (6) months of service, each regular part-time or jobshare employee covered by the terms of this Agreement shall receive the greater of twelve (12) hours or ~~twelve (12) hours~~ **one and one-half (1-1/2) times their regular shift length as** 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 and may be utilized in any increment of time.

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

Article 19. Family and Medical Leave

19.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and as designated in the City's Human Resources Administrative Rules. For purposes of Family Leave, the City agrees that family includes "spouse" includes domestic partner. "spouse" includes "domestic partner spouse, domestic partner, parents, children, foster children, children under guardianship, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner.

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

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

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- 19.3.1 Notwithstanding the provisions of Article 19.3 above, an employee may reserve all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from Family Leave.
- 19.3.2 If an employee has qualified for family leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law upon licensed medical professional's recommendation) in the employee's family (as defined in this Labor Agreement). If the duration of the employees' family leave is longer than the amount of the employees' accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.
- 19.4 City Paid Parental Leave. Per HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. See HRAR 6.05 for additional information. Should the provisions of HRAR 6.05 change, the City and Unions will meet to negotiate over the impact of the change(s). Changes shall be recommended by the Labor/Management Benefits Committee and approved by City Council.
- 19.4.1 Employees may take parental leave covered under FMLA/OFLA and any additional leave granted by contract in a continuous block of time. Employees may request to take their FMLA/OFLA parental leave intermittently or on a reduced schedule. Management shall approve requests submitted 30 days or more in advance; requests submitted less than 30 days in advance will be by mutual agreement. All parental leave, including any additional leave granted by contract, must be taken within a year of the date of birth, adoption, or custody of the child.
- 19.5 Parental Leave. In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or a child under 18 years of age newly placed through a legal guardianship order, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability ("parental leave"):
- 19.5.1 Such employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.
- 19.5.2 An additional period of unpaid leave or accrued vacation shall be granted upon request to extend the period to a total of 6 months.
- 19.5.3 The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

Article 20. Leaves of Absence

20.1 Funeral and Bereavement Leave

- 20.1.1 Employee absent from duty by reason of the death of their spouse, domestic partner, parents, children, foster children, children under legal guardianship sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than five (5) days' time off duty without deduction of pay on account of such absence. For the purpose of 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift. If the death is of the Employees spouse, domestic partner, foster child, child under guardianship, or child, the Bureau Director or designee shall have the discretion to approve up to a total of thirty (30) days of paid death leave, including the leave described elsewhere in this article.
- 20.1.2 Employees shall be allowed additional paid leave for necessary funeral travel time in the event of a death in their immediate family. Approval for such travel time shall be made by the Bureau Director (or their designee).
- 20.1.3 Under exceptional circumstances, leave for death may be granted by the Bureau Director (or their designee) upon the death of a person other than the employee's immediate family.
- 20.1.4 When employees attend a funeral ceremony for a fellow employee within their own bureau, they will be the day off with pay to attend such funeral ceremony, subject to the needs of the operation.

20.2 Other Leaves of Absence

- 20.2.1 Leave Without Pay. With reasonable advance notice and with the consent of the City, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non job-related.
- (A) After a personal leave of absence of longer than six (6) months for any reason, an employee desiring to return to work must give the City ten (10) days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, the employee shall be placed on the appropriate recall list in accordance with their seniority.
- 20.2.3 Designated Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by

controlling requests for such short term leaves to a maximum number of employees that represent no more than 5% of the total number of DCTU represented employees off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. All short term leave of absence will be counted as time worked for FMLA/OFLA calculation. If, however, an employee covered by this Agreement is designated representative and will be fulfilling their duties for longer than thirty (30) days they shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence. The Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union.,

- 20.2.4 A designated representative may terminate a period of release time authorized under this section at any given time for any reason. At the conclusion or termination of a period of release time granted to a designated representative under this section, the designated representative shall have a right of reinstatement to the same position and work locations 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 exclusive/designated representative will notify the City in writing of their desire to return to active City employment within thirty (30) calendar days of the termination of authorized release time under this section.
- 20.2.5 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 not be liable for invoices or amounts due that are not provided within the designated time frame.
- 20.2.6 Blood, Stem Cell, and Bone Marrow Donation Leave. Subject to the mutual agreement between the City and the employee, a reasonable period will be allowed for the donation of blood and participation in the registry for stem cell and bone marrow transplant on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.
- 20.2.7 Wellness Visit. Employees shall be granted four (4) hours of paid leave annually to complete the wellness visit specified in Article 17.3.

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

20.2.9 Military Leave. Military leave shall be provided to employees in accordance with ORS Chapter 408 and Human Resources Administrative Rule 6.07 – Military Leave. Employees shall notify their supervisor in writing of their scheduled military leave dates as soon as they have been notified. The employee shall provide the bureau with copies of their orders when they receive them from the military.

A. Reserve Military Leave. Any employee serving in the National Guard or Reserve Military Forces shall be entitled to paid absence from duties not to exceed 30 work days in any federal fiscal year (October 1st through September 30th), provided the employee is employed at least 90 days prior to the leave.

B. In the event an employee's paid military leave is exhausted, the City shall continue employer contribution for medical, dental, and vision coverage, with no changes for employees ordered to military service for the first 60 days of unpaid military leave. If the employee is ordered to federal military service which is eligible to receive coverage, the employee will notify the City and City paid coverage for the employee will terminate on the 32nd day of unpaid leave or the effective date of the military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct prior to leave, payroll deductions for missed premiums will occur on the first available paycheck upon an employee's return from military leave.

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

Article 21. Jury Duty and Witness Pay

21.1 All employees shall be granted leave with pay and without loss of any benefits of their employment, to serve as a juror in State or Federal court or witness in response to subpoena or similar service issued out of a State or Federal Court, subject to the following provisions:

21.1.1 All employees granted such leave or receiving witness fees shall pay all money received for their service as a juror or witness to the City Treasurer, less any travel allowance received.

21.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

21.1.3 If an employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive a minimum of four (4) hours at the overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

21.1.4 If an employee is not on a Monday through Friday dayshift schedule, and s/he is required to serve as a juror, s/he shall be rescheduled to a Monday through Friday day shift for the duration of his/her jury duty. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

21.1.5 If an employee granted leave under this Article is excused from service as a juror or witness with more than two (2) hours remaining in his/her work shift, s/he shall notify his/her immediate supervisor, and shall report to work the remainder of his/her shift if his/her immediate supervisor requests them to do so. For the purpose of this Article, the employee shall be considered as working the normal day shift.

21.1.6 Immigration and Citizenship Leave. An employee may use up to forty (40) hours of accrued leave per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.

21.1.7 An employee who has used forty (40) hours of leave under Article 21.1.6 and has exhausted all other vacation, compensatory time, personal holiday, and deferred holiday, but who needs additional leave for the purposes described above to address immigration and citizenship matters, shall be granted an unpaid leave of absence under Article 20.2.1,

21.1.8 The City may request written documentation corroborating the dates of the requested Immigration and Citizenship Leave.

Article 27: Wage Scales

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

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

27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within 10 working days(14) calendar days to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act.

27.3 Reclassification Changes

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

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

27.4 The Unions recognize that the Human Resources Director and Civil Service Board have the final authority to classify or reclassify positions,

27.5 An employee, can initiate the reclassification request by sending:

a. A completed Classification Request Form (P4) and a written explanation for a proposed reclassification request shall be submitted to Bureau of Human Resources (Classification and Compensation).

b. BHR/Classification and Compensation shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the City shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

Denial Appeals:

If an employee's requested reclassification is denied or the City reclassifies an employee's position, the Union may appeal the decision in writing to the Bureau Head or designee within thirty (30) calendar days after receipt of the City's decision. The appeal must identify the reason(s) the City's decision is incorrect.

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The City shall respond to the appeal in writing within thirty (30) calendar days from receipt of the Union's appeal.

Committee Appeal:

If the City denies an employee's reclassification request or if the City reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within thirty (30) calendar days from the date the City's final decision. All appeals must be supported with copies of documents originally provided to the City for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee:

The committee shall be composed of one (1) Employer representative and one (1) Union Representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process:

The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the

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position. The Committee will prepare an initial written decision to the City and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. City management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the City subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the City to the date the duties are removed.

Arbitration:

If there is no resolution, the Union may request arbitration in writing within thirty (30) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to Labor Relations and shall include the reasons why the City's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be

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considered the losing party, then such expenses shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the City's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, City management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria.

For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

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Terms used above shall be defined as follows: a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agency's grievance procedure.

27.6 Wage Rates for New Classifications

- 27.6.1 When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule A.
- 27.6.2 Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The Union's demand to bargain will outline whether it is looking to bargain over wages, impacts or both. The City can establish an interim rate during bargaining.
- 27.7 PERS/OPSRP. The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

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- 27.8 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 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A.330, as appropriate.
- 27.9 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.
- 27.10 Deferred Compensation. The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

Article 29. Tools

- 29.1 Employees shall furnish replacements of tools lost, worn or broken on the job. The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee tools must be properly secured when not in use.
- 29.2 Permanent full-time employees who are non-probationary incumbents in the classifications listed below and who are represented by IAM District Lodge 24 shall be eligible for a tool allowance of ~~\$1000~~ \$1250 per fiscal year for tools that the employees normally use in their regular duties with the City. Necessary tools purchased for City work with the allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee’s work site. Classifications eligible for the allowance:

Auto Body Restorer (Job ID 30000125)

Vehicle and Equipment Mechanic Trainee

(Job ID 30000130) Vehicle and Equipment
Mechanic (Job ID 30000131) Vehicle and
Equipment Mechanic, Lead (Job ID
30000132)

- 29.3 Such payment will be made in the form of a separate payment. The payment will be paid to the employee following ninety (90) days of employment. All subsequent payment will be paid during the second pay period of the fiscal year This process is in effect for the life of this agreement. The parties agree to reopen this Article for discussion the next time the agreement is bargained.
- 29.4 Tool Inventory. The City's classification specifications for the jobs listed in 29.2 require employees to supply their own tools. Employees are responsible for providing and maintaining a basic set of mechanic hand tools that meet the requirement of the basic tool list provided by the City. Employees are encouraged to bring additional tools to their work site, but all tools must be clearly marked with the employee's information.
- 29.5 Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. Employees are responsible for adding new tools to the tool inventory. Management may review each employee's tool inventory at the City's discretion. The City will provide the digital camera for this purpose. In order to be eligible for replacement, stolen tools must be permanently marked (engraved or etched) with the employee's information, inventoried, and photographed