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Management TA:

Article 1. Recognition

1.1 The City recognizes ~~the Unions~~ AFSCME Local 189 as the exclusive representative for all employees of the City in all classifications contained in Schedule A of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.5, 1.1.6, and 1.2 below excluding employees described in 1.1.4, 1.1.7, 1.1.8, and 1.1.9 of this Article.

1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist ~~Trainee~~, Police Identification Technician ~~Trainee~~, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices, Business Systems Analysts and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. ~~Utility Worker Apprentices and Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship.~~ The probationary period may be extended for a period not to exceed three (3) months to provide an employee additional time to acquire training, coaching or certifications required for their classification or by mutual agreement between the City, the Union and the affected employee. Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completion of their apprenticeship.

- A. Notwithstanding Article 1.1.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.
- B. All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall provide a copy of the offer letter to the ~~appropriate~~ Union. During their probationary period employees will be given a minimum of ~~three~~ two written evaluations with a copy to the employee and the Union at approximately ~~one month~~, mid-term, and one month prior to the end of probation. If the probationary period is extended for any reason, one additional evaluation will be completed during the extension. Nothing in this section shall limit management's right to terminate the probationary period.
- C. The City shall provide the ~~appropriate~~ Union with a copy of an employee's resignation, layoff, or separation notice.

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

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- 1.1.3 **Permanent Regular Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. ~~Permanent Regular~~ part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such a register to become permanent employees. The probationary period of permanent part-time employees will be nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.
- A. ~~Permanent Regular~~ part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Life Insurance, on a pro-rated basis, half if the employee works less than-seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.
 - B. ~~Permanent Regular~~ part-time employees will be eligible for Health and Life Insurance coverage as provided in section 17.2.2.
 - C. ~~Permanent Regular~~ Part-time employees will accrue seniority on the basis of regular hours paid and approved unpaid leaves of absences in their classification and shall not bump permanent full-time employees.
- 1.1.4 **Casual Employees.** Casual Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A Casual Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.
- A. The City may employ Casual Employees at any time of the year. However, a Casual Employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a Casual Employee must have a break in service of at least ninety (90) days before they may be reemployed. Except for continuation overtime, ~~permanent regular~~ employees in the work unit will be offered overtime before Casual Employees.
 - B. Casual Employees will normally be assigned to common labor jobs and will not normally be upgraded to classifications covered by the contract except on an incidental basis as required by day-to-day workflow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.
- 1.1.5 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification ~~contained in Schedule A in this bargaining unit~~ without ~~permanent regular~~ status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their ~~permanent regular~~ status in

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some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".

- ~~1.1.6~~ The City shall make available to ~~a representative of each the~~ Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.

1.1.6 **Limited Duration Employees.** Any appointment in a classification contained in Schedule A without regular status to the City. A Limited Duration appointment is an appointment to an identified classification through the Civil Service Process; and

B. to a permanent budgeted position that is vacant due to the incumbent's leave of absence and when the replacement employee's services will be needed for a period of two years or less; or

C. a Limited term position identified for a project with a specific work assignment intended for a limited term with an identifiable endpoint not to exceed twenty-four (24) months.

Limited duration appointments are not to exceed twenty-four (24) months. A limited duration appointment may be extended by mutual agreement with the City and the Union.¹

Limited duration employees may be released at any time without a showing of just cause.

This type of appointment is distinguished from a temporary appointment by the longer length of time and appointment through the Civil Service Process. Employees with a limited duration appointment receive the same vacation and sick leave, holiday pay, service credit, retirement and healthcare benefits as regular employees covered by this Agreement. Limited duration employees are not eligible for reemployment under the Administrative Rule on Reinstatement or Layoff and Recall under Article 14 this Agreement.

Limited Duration employees shall be compensated in accordance with the wages set in Schedule A.

A limited duration appointment may not result in the replacement of a regular employee. If an employee in a limited duration appointment is subsequently permanently appointed to the classification, seniority begins the date of the permanent appointment although

¹ For transparency, removal of the language inserted "showing of good cause"

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credit may be given for all accumulated limited duration service in that classification in the previous three (3) years for the purpose of determining salary range and anniversary date.

1.1.7 Employees certified to another bargaining unit.

1.1.8 Supervisory and confidential employees as defined by ORS 243.650.

1.1.9 Other employees excluded by written mutual agreement between the parties.

1.2 **Rehired Retirees.** ~~The City may reemploy a retired PERS or OPSRP employee pursuant to State Law and the Human Resources Administrative Rule on retirees. The number of hours paid by a PERS covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by state law. No rehired retiree may work for the City for more than two years, without approval from the Chief Human Resources Officer.~~ Rehired Retirees will be able to request current hours from bureau timekeepers.

~~However, rehired retirees will be subject to the limitations as defined by state law, and provisions of HR Administrative Rule 3.06 shall apply.~~ Rehired Retirees are at all times "At-Will" employees and the only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

- A. Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least ninety (90) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.
- B. The City and ~~DCFU~~ the Union agree that either party may terminate this subsection at any time for any reason upon thirty (30) days written notice to the other party.

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

AFSCME Counter Proposal
November 19, 2024

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