

City Settlement Supposal Package Summary

January 11, 2014

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6. Job Security and Outside Contracting

The City is proposing to replace current contract language with the following proposal.

6.1 The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose his/her employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

6.2 **Exceptions.** There are situations, however, where the City reserves the right to have the work performed by third parties where there is a cost savings; increased efficiencies; an emergency; a statutory requirement; extreme risk; a lack of proper equipment, materials, or skills; Capital Improvement Projects; work that is covered by a warrantee; work that is proprietary; urgent work; limited work; and work that occurs during a peak load as defined in Article 6.3 and its subsections.

6.2.1 Article 6 shall not apply to donations of property, facilities, unpaid volunteers, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.

6.2.2 Article 6 shall not apply to projects designated for the City's Prime Contractor Development Program.

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

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

6.3.1.1 If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union(s) concerned. Available cost comparison data must include City employee base wages and City employee and employer contributions in health, welfare, and pension costs for the classification(s) that would normally perform the work. The purpose of this subsection is for comparison only and shall not be considered a requirement upon a third party contractor to provide these wages.

6.3.2 **Efficiency:** The ability to *timely* perform work with less effort and time than employees covered by this Agreement.

6.3.3 **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan *including, but not limited to, weather-related emergencies and other emergencies.*

6.3.4 **Statutory Requirement:** Work that is required to be contracted out by federal or state statute.

6.3.5 **Extreme Risk:** Work that is subject to extraordinary risk, which the City has historically contracted out.

6.3.6 Lack of Proper Equipment, Materials, or Skills: Work that cannot be performed by employees covered by this Agreement due to a current lack of proper equipment, materials, and/or skills.

6.3.7 Capital Improvement Projects: Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price.

6.3.8 Warranted: Work provided by the vendor or manufacturer at no additional cost.

6.3.9 Proprietary: Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.

6.3.10 Urgent: Work that is extremely time sensitive and requires immediate response, which existing staffing level is unable to respond to without substantial disruption of workload assignment.

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

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

6.4 Notice. The City shall provide the Unions 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.

6.4.1 The formal contract solicitation process applies to Construction/Public Improvement projects with an estimated value above \$100,000 and Goods and Services projects with an estimated value above \$150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between \$5,001 and \$100,000 and Goods and Services projects with an estimated value between \$5,001 and \$150,000.

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

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

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

- 6.4.5 The Union(s) may request a quarterly meeting with bureau staff to discuss information provided under 6.2. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.
- 6.5 **Reopener.** Either party may reopen this article for negotiations not earlier than January 1, 2016 and not later than June 1, 2016. Such negotiations shall be conducted according to the expedited bargaining process outlined in ORS 243.698.
- 6.6 **Article 6 Grievances.** The parties agree to establish a Labor-Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.
- 6.6.1 Committee Representatives shall review all grievances alleging a breach of Article 6 within thirty (30) calendar days of the City's written response at Level Two or the completion of mediation at Level Three.
- 6.6.2 If a majority of the Committee Representatives agree that the grievance has merit the Committee Representatives will establish an appropriate remedy and the matter should be considered resolved. If the Committee Representatives cannot agree on an appropriate remedy, the Union may appeal that grievance to arbitration in order to determine the appropriate remedy. If the Committee Representatives disagree that a grievance has merit the Union may appeal that grievance to arbitration. If a majority of the Committee Representatives agree that the grievance does not have merit the grievance shall be barred from arbitration and shall be considered withdrawn with prejudice. The Union must appeal that grievance to arbitration within fourteen (14) calendar days after the Committee Representative's decision.
- 6.6.3 If a grievance is filed under Article 6.6, the sole remedy under these sections shall be to provide the required notice.

9. Overtime

9.1 **Overtime Rate.** Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of his or her established shift hours.

~~Notwithstanding the above, the following applies during a FLSA workweek in which an employee uses a full shift of non-protected sick leave, or a full shift of other leaves in lieu of sick leave:~~

- ~~1. If overtime is worked with less than 24 hours notice from the initial notification, overtime will be paid at the regular overtime rate.~~
- ~~2. If overtime is worked with more than 24 hours notice from the initial notification, overtime will be paid as straight time until s/he has worked 40 hours in the FLSA workweek.~~
- ~~3. The employee will be eligible for the overtime rate for all hours worked after s/he has worked 40 hours within the FLSA workweek.~~

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

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

9.2 **Overtime Equalization.** Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

9.2.1 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

Remedy. An employee who believes that s/he has not received a fair share of available overtime offers has an assertive duty to address the matter with his/her immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.

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

9.2.3 **Compensatory Time Off.** Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time up to December 31, 2013.

Effective January 1, 2014, employees who are required or approved to work overtime shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total of one hundred twenty (120) hours per calendar year. Beginning January 1, 2014, any accrued compensatory time remaining at the end of the calendar year shall be counted as accrued compensatory time for the following calendar year.

Effective January 1, 2014, employees who are assigned standby time under Article 10.4.1 or a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any given time.

Compensatory time off will be arranged by mutual agreement between the employee and his/her supervisor. However, the taking of compensatory time off will not be unreasonably denied. ~~Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year. The employee has the responsibility to initiate the carry over request.~~

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

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

9.2.4 ~~Notwithstanding section 9.2.3, a bureau may implement the following compensatory time accrual system for a bureau, a work unit or a classification within a work unit.~~

~~7.1.1.1.1.1 Employees would have the option of:~~

~~7.1.1.1.1.2 1. Pay at the applicable overtime rate, or~~

~~2. Compensatory time for the actual time worked and pay for one half time. (Example: An employee whose base rate of pay is \$10.00 per hour works one hour of overtime and elects to accrue compensatory time off in lieu of payment of overtime. The employee will accrue one hour of compensatory time off and will be paid an additional \$5.00 in overtime compensation.)~~

~~Employees covered by this option shall be able to accrue compensatory time up to a total of 100 hours at any given time. Any compensatory time remaining at the end of the fiscal year will be carried over into the next fiscal year, or may be paid off by mutual agreement.~~

~~Bureaus must elect this option by July 1 of each fiscal year for the entire fiscal year. However, for exceptional reasons, a bureau may select this option later for the balance of the fiscal year.~~

~~If an employee covered by this option transfers to a work unit where this option is not in effect or the bureau decides not to renew this option for the next fiscal year, the employee(s) may retain any accrued compensatory time in excess of 80 hours, until it is used or paid off at the end of the next fiscal year as provided for in section 9.2.3.~~

- 9.3 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.
- 9.4 Any employee who is required to work more than two (2) hours before or beyond his/her regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event the employee works for more than four (4) hours beyond such two (2) hour overtime period, s/he shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.
- 9.5 Notwithstanding section 9.2, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.
- 9.6 There shall be no pyramiding of overtime rates.

13. Promotion

- 13.1 For the purposes of this article “promotions” shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another City classification are eligible to receive 3% promotional increase, which may place them at a higher step.
- 13.2 The City agrees that permanent or probationary employees within a bureau shall have an opportunity for a ~~final~~ interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. “Qualifications” means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.
- 13.2.1 When two or more such employees are certified, any appointment from the certificate of eligibles shall be made from among these employees.
- 13.3 **Promotional Probationary Period.** For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. Notwithstanding the above, the promotional probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire into the job classification. The promotional probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.
- 13.3.1 All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation. During their promotional probationary period, employees will be given a minimum of three (3) written evaluations with a copy to the employee and to the Union at approximately one (1) month, mid-term, and one (1) month prior to the end of promotional probation. Nothing in this section shall limit management’s right to terminate the promotional probationary period.
- 13.4 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to his/her former classification and bureau based on seniority with all the rights and conditions of employment s/he had in his/her former classification.
- 13.5 Within three (3) months of promotion, any employee may elect to return to his/her former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion.

35. Grievances, Complaints and Arbitration

- 35.1 To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.
- 35.2 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.
- 35.3 **Procedure**
- 35.3.1 **Time Limits.** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. The Union will advise the appropriate individual at the next level within a reasonable period of time.
- 35.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his or her immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact another supervisor or manager. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.
- 35.3.3 Upon appeal of any discharge, demotion or suspension before the Civil Service Board any grievance filed under the terms of this *Agreement* shall be withdrawn.
- 35.3.4 **Level One -- Bureau Head or Designee**
- a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the Bureau Head or Designee within thirty (30) calendar days of the claimed violation.
 - b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The Grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.
 - c. The parties shall meet to discuss the grievance with the appropriate bureau head or designee to whom the grievance is submitted and shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.

35.3.5 Level Two -- Human Resources and Commissioner in Charge

- a. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Bureau of Human Resources and the Commissioner in Charge at Level Two within fourteen (14) calendar days after receiving notice of the Level One decision.
- b. The Union or the Grievant with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.
- c. The Unions shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure (see Clause 23.2 of this Agreement) within thirty (30) calendar days of the issuance of discipline.
- d. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than ~~fourteen (14)~~ thirty (30) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- e. To submit a grievance to Level Two a copy of the grievance shall be filed simultaneously with the office of the Commissioner-in-Charge and the Bureau of Human Resources. The Commissioner in Charge may either retain jurisdiction at this level of the procedure or delegate the Bureau of Human Resources /bureau head to handle the grievance with full authority to settle it. If the Commissioner in Charge does not retain jurisdiction of the grievance within seven (7) calendar days after receiving a timely appeal, the grievance shall be considered as having been delegated to the Bureau of Human Resources.
- f. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- g. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources/bureau head or his/her designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or his/her designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.
- h. Upon the timely filing of written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

35.3.6 Level Three -- Mediation

- a. If the Union is not satisfied with the Level Two, upon the mutual agreement of the parties it may be referred to mediation within fourteen (14) calendar days after the Level Two disposition has been rendered.
- b. The costs of the mediator will be equally split between the parties.

35.3.7 Level Four -- Arbitration

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

twenty-one (21) calendar days after the close of mediation if the parties agreed to refer the grievance to Level Three.

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

CITY OF PORTLAND / DCTU OFFICIAL GRIEVANCE FORM

Date Filed: _____

Bureau/Department: _____

Employee Name: _____

Employee Title: _____

Employee Work Phone: _____

Employee Home Phone: _____

Supervisor: _____

Supervisor Title: _____

Statement of the Grievance:

A.) Contract provision violated: _____

B.) Manner in which the contract provision is claimed to have been violated?

C.) Pertinent information:

Who was involved? _____

When did it occur? _____

Where did it occur? _____

D.) Remedy sought? _____

E.) Additional information. _____

Employee Signature: _____

Union Signature: _____

38. Effective Date and Duration of Agreement

This Agreement, effective ~~July 1, 2010~~ upon ratification by both parties shall remain in full force and effect ~~until June 30, 2013~~ through June 30, 2017.

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

For the City of Portland:

For the DCTU:

Charlie Hales, Mayor

NAME, AFSCME, Local 189

LaVonne Griffin-Valade, City Auditor

NAME, Laborers' International Union, Local 483

NAME, IBEW, Local 48

Approved as to Form

NAME, Machinists & Mechanics, Lodge 24

City Attorney

NAME, Operating Engineers, Local 701

NAME, Plumbers, Local 290

NAME, IUPAT District Council 5

SCHEDULE "A"

YEAR ONE - Effective August 29, 2013, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period ~~July 1, 2013~~ August 29, 2013 to June 30, 2014 are to be increased by fifty percent (50%) 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 2011 ~~2012~~ and the 2nd Half 2012 ~~2013~~) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. Salary rates ~~shall~~ for classifications in Schedule "A" shall be increased 0.9% effective August 29, 2013.

YEAR TWO - Effective July 1, 2014, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2014 to June 30, 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 2012 and the 2nd Half 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, 2015, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2015 to June 30, 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 2013 and the 2nd Half 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, 2016, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2016 to June 30, 2017 are to be increased by one hundred (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 2014 and the 2nd half 2015) for 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%).

SCHEDULE "A" Premiums

Effective upon ratification by both parties through June 30, 2017

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

Any employee who is required to work over ninety (90) feet above the ground on bridges and structures ~~under the foregoing conditions while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay. Any employee who is required to work over ninety (90) feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at the overtime rate 1.5 times the employee's base rate of pay.~~ The appropriate pay for employees working over 90 feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate;
 - c. To any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work **underground** or in a shored excavation.
 - d. To employees in the Industrial Maintenance Millwright classification series performing vibration testing and/or analysis work that is assigned by the supervisor
 - e. Any employee operating a 90 pound or larger jackhammer.
4. The City will pay a premium of two dollars (\$2.00) per hour for actual time worked rounded up to the nearest whole hour under the following conditions:

- a. Employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and/or safety suits) and/or Level “B” PPE only while:
 - 1) engaged in work inside a permit required confined space as defined by OSHA; or
 - 2) connecting chlorine cylinders or responding to liquid chlorine alarms; or,
 - 3) performing work in areas designated by the City as having contaminated soils (i.e. heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or
 - 4) receiving bulk shipments of chemicals; or
 - 5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.
 - b. Employees in the Electrician and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on “live” equipment with an Arc Flash rating of category three (3) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.
5. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment shall be paid a premium of five percent (5%) for all time so assigned. The above premium will also apply to Vehicle and Equipment Mechanics.
 6. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee the lead rate (5%). This shall not be deemed a requirement that the City designate a lead in charge of every crew.
 - a. An employee assigned lead duties in a work day will receive the lead rate of pay for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.
 - b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.
 7. The premium rate paid Building Inspector IIs, Electrical Inspectors, and Plumbing Inspectors for each additional one and two family inspection certifications they obtain and to begin to use in the Residential Inspections Section in the Bureau of Development Services shall be \$0.40 added to the base wage.
 8. The premium rate paid Building Inspector IIs for each additional one and two family inspection certifications they obtain and begin to use in the “Work without Permit Program” in the Compliance Services/Neighborhood Inspection Section of the Bureau of Development Services shall be \$0.40 added to the base wage.
 9. The premium rate paid Building Inspector IIs and Structural Inspectors who obtain and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Development Services shall be \$0.80 added to the base wage.

10. Water Treatment Certifications:

- a. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked.
- b. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.
- c. Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

11. Water Distribution Certifications:

- a. Employees in the Water Operations Mechanic classification are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be \$0.25 per hour for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked.
- b. Employees in the Water Quality Inspector and Water Meter Technician classifications are required to have and maintain certification as a Water Distribution Level 1 Operator (except for those employees grandfathered in 2010). Certification pay for Water Distribution Level 2 Operator shall be \$0.25 per hour for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked.
- c. Employees in the Watershed Specialist III classification are required to have and maintain certification as a Water Distribution Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

12. Water Treatment and Water Distribution Certification:

- a. Employees in the Operating Engineer II classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 1 Operator. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be \$0.25 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.
- b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 2

Operator. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.

- c. Employees holding both Water Distribution Operator and Water Treatment Operator certifications will only be compensated for one certification at a time with the higher hourly premium being worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

13. Wastewater Treatment Certifications:

- a. Wastewater Operators and Wastewater Operations Specialists holding a Wastewater Treatment Plant Operators Certification from the State of Oregon shall receive a premium of \$0.25 per hour for Level II certification, \$0.50 per hour for Level III certification, and \$0.75 per hour for Level IV certification. These premiums shall be paid for all hours worked.
- b. The City shall pay for the initial cost of certification. The employee is responsible for renewing the certification and paying the renewal costs.
- c. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.

14. Wastewater Collection System Certification:

- a. Employees who work in and around live sewers in the operation and maintenance program and who hold a Wastewater Collection System Certification from the State of Oregon shall receive a premium of \$0.25/hr for each certification level above Level I for all hours worked when assigned to sewer crews (i.e. Level II \$0.25, Level III \$0.50, Level IV \$0.75).
- b. The City shall pay for the initial cost of certification. The employee is responsible for renewing his or her certification and the renewal costs.
- c. Certification pay will be attached to base pay and applicable for all hours working in the sewer operation and maintenance program. (Not applicable when snow plowing or tasks unrelated to the sewer O&M Program.)
- d. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.

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

16. Inspectors in the Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid \$15.00 per trip per unit when it includes a mobile home inspection.
17. National Institute for Automotive Excellence (NIASE) Certification:
- a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NIASE, shall receive ~~\$160 per month~~ \$36.92 per FLSA workweek.
 - b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the NIASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive ~~\$160 per month~~ \$36.92 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive ~~\$210 per month~~ \$48.46 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive ~~\$260 per month~~ \$60.00 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.
 - c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the NIASE, shall receive ~~\$160 per month~~ \$36.92 per FLSA workweek.
 - d. Employees in the Classification of Storekeeper/Acquisition Specialist II: Automotive Parts Specialist, or employees in the Premium Assignment of Storekeeper/Acquisition Specialist Lead who have a base class of Automotive Parts Specialist, who passed all NIASE tests in the Automotive Parts Specialist test series, shall receive ~~\$160 per month~~ \$36.92 per FLSA workweek.
 - e. The City shall pay for the cost of certification if the employee can prove they passed the certification test. If the employee does not pass the certification test, the employee is responsible for the cost of the test.
18. The City shall pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of \$1.16-\$1.95 per hour for all hours worked.
19. The City shall pay employees who work for the Bureau of Development Services in the Building Inspector IIs, Electrical Inspectors, Plumbing Inspectors, and Combination Inspectors classifications a certification premium of \$0.80 per hour for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete the Specialized Solar Photo-Voltaic (SSPVI), Specialized Plumbing Inspector (SPI), Specialized Electrical Inspector (SEI), and Specialized Systems/Final Inspector (SFI) certifications and perform inspection duties related to these certifications.
20. Employees appointed to the Housing Inspector classification are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential Structural Inspector, Residential Electrical Inspector, Residential

Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector classification who work in the Bureau of Development Services a certification premium of \$0.40 per hour for all hours worked when they obtain and begin to use each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certifications.

SCHEDULE “A” Other Wage Increases

Effective upon ratification by both parties

<u>Class</u>	<u>2012-13</u>						<u>Effective upon ratification by both parties</u>				
	<u>En</u>	<u>M6</u>	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>		<u>En</u>	<u>M6</u>	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>
<u>Housing Inspector</u>	<u>22.32</u>	<u>24.28</u>	<u>25.48</u>	<u>26.80</u>	<u>28.24</u>	-	<u>23.66</u>	<u>25.74</u>	<u>27.01</u>	<u>28.41</u>	<u>29.93</u>
<u>Housing Inspector Senior</u>	<u>29.31</u>	<u>30.77</u>	<u>32.28</u>	<u>33.92</u>	-	-	<u>31.07</u>	<u>32.62</u>	<u>34.22</u>	<u>35.96</u>	-

The City shall increase the wages for employees in the Facilities Maintenance Technician (FMT) classification series (Facilities Maintenance Technician Apprentice, Facilities Maintenance Technician, and Facilities Maintenance Technician Lead) by adding an additional step that is a three percent (3%) above the top step.

Employees in the FMT classification series with two (2) or more years of service series as of July 1, 2016 shall be eligible for an additional step increase on their job classification anniversary date beginning July 1, 2016. Employees with fewer than two (2) years of service in the FMT classification series as of July 1, 2016 shall be eligible for the new step when they have reached two (2) years of service in an FMT classification.

Schedule "A"**Effective ~~November 3, 2010 to June 30, 2011~~ August 29, 2013 through June 30, 2014**

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

Reserved for 2013-2014 salary schedule.

Letters of Agreement Settlement Supposal Package

City's September 24 LOA proposal package except without the proposed deletion of the Water Bureau LOA dated February 18, 1986 equipment bidding/assignments and without the City's proposed inclusion of the Water Bureau LOA about Interstate overtime equalization.

City's October 15 alternative schedule proposal package.

City's November 8 standby LOA proposal package.

LOAs agreed to since November 3, 2010 that the parties agreed to add during the summer 2013.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Water Bureau (Bureau) and AFSCME, Local 189 (Union) for employees who work in the Maintenance and Construction Group.

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.
2. The current DCTU Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.
3. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for employees represented by the Union who work in the Maintenance and Construction Group.

Agreement

1. The Bureau may require employees in the Maintenance and Construction Group to stand-by during their off duty hours.
2. If the Bureau requires an employee to stand-by during their off-duty hours, the employee shall receive one quarter (0.25) hour of pay at the straight time rate for each hour of stand-by.
3. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.
4. Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
5. The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.
6. ~~Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off per calendar year for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 of the DCTU Agreement in regard to compensatory time off shall continue to apply.~~
7. If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

LETTER OF UNDERSTANDING
IBEW, Local 48 and Municipal Employees, Local 483 and the City of Portland
Stand-by Pay Provision

Upon signing of this Memorandum of Agreement by all parties below the Bureau of Environmental Services (BES), the International Brotherhood of Electrical Workers (IBEW), Local 48, and Municipal Employees Local 483 agree to the following Stand-by Pay provisions as follows:

1. The current DCTU Labor Agreement has certain provisions for negotiating alternate “stand-by” provisions between the City and the Unions as provided for in Article 10.4 and 10.4.1
 - 10.4 Before the City requires bargaining unit employees to “stand-by” during their off duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.
 - 10.4.1 If the City has not worked out a “stand-by” agreement with the Union and requests an employee to “stand-by” the employee shall receive two (2) hours pay at the straight time rate for each eight (8) hours of “stand-by” time. For the purposes of this section 10.4.1, “stand-by” shall be defined as a requirement that an employee remain available and fit for callout during non-working time at a designated telephone number and location where such employee can readily be reached during the period of stand-by and can report for work within a period of one-half (1/2) hour, absent unusual circumstances.

2. Upon signing of this Agreement, the Bureau of Environmental Services, Local 483 and the IBEW Local 48 agree to the following alternate “stand-by” agreement:

If the Bureau requires Local 48 or Local 483 bargaining unit employees to “stand-by” during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on “stand-by” will be paid in accordance with Article 10.2 of the DCTU Agreement.

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

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

- ~~3. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on “stand-by”. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or “stand by” hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.~~

- ~~4.3.~~ Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Maintenance (Bureau), and the Laborers' Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also reduces City liabilities associated with Sewer Overflows.
2. The Bureau and Union have an agreement compensating AEO II Vactor Operators assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision. The stand-by pay provisions have been in place and effective since November 25, 2002 as allowed in the DCTU Agreement, Article 10.4.1.
3. The Bureau and Union agree that quick response, efficiency, and safety are aided by the assistance of a Utility Worker II during call-outs for Sewer Overflows.
4. The purpose of this memorandum is to provide for Utility Worker IIs assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision, as allowed in the DCTU Agreement, Article 10.4.

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand-by will be paid in accordance with Article 10.2 of the DCTU Agreement.
2. Stand-by shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.
- ~~4. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.~~
- ~~5.4.~~ Notwithstanding any current or future side letters of agreement, or any practices, if any employee is called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.
- ~~6.5.~~ All stand-by work associated with this memorandum will be related to Sewer Operations.
- ~~7.6.~~ The Bureau and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.
- ~~8.7.~~ This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Maintenance (Bureau), and the Laborers’ Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also includes City liabilities associated with Sewer Overflows.
2. On November 25, 2002, the Bureau and Union signed an agreement for a 90-day trial period agreeing to compensate AEOII Vector Operators assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision.
3. The stand-by pay provisions have been in place and effective since November 25, 2002 when a trial period was instituted, as allowed in the DCTU Agreement, Article 10.4.1.
4. The purpose of this memorandum is to extend the agreement between the Bureau and the Union that has been in effect since November 25, 2002.

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand-by will be paid in accordance with Article 10.2 of the DCTU Agreement.
2. Stand-by shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.

~~4. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.~~

~~5.4.~~ Notwithstanding any current or future side letters of agreement, or any practices, if any employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, they will not receive a second premium.

~~6.5.~~ The Bureau and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

~~7.6.~~ This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Parks and Recreation (Bureau) and LIUNA, Local 483 (Union) for employees who work in the City Nature Program in the Tree Inspector classification.

Background

4. The City and the District Council of Trade Unions (DCTU) are parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.
5. The current DCTU Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.
6. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for Tree Inspectors who work in the City Nature Program.

Agreement

8. The Bureau may require a Tree Inspector to stand-by during their off duty hours.
9. If the Bureau requires a Tree Inspector to stand-by during their off-duty hours, the employee shall receive 18 hours pay for one (1) week (7 consecutive days) at the straight time rate.
10. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.
11. Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
12. The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.
13. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off per calendar year for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 of the DCTU Agreement in regard to compensatory time off shall continue to apply.
14. If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

City Proposal**Neighborhood Involvement****Letter of Agreement**

(Crime Prevention Program Administrator Alternative and Flexible Schedules)

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Office of Neighborhood Involvement (Bureau), and AFSCME, Local 189 (Union).

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2016. The Union is an affiliated union of the DCTU.
2. Article 7.1.1 of the CBA provides for, by mutual agreement, weekly work schedules consisting of four (4) ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedule.
3. The operational needs of the Bureau's Crime Prevention Program require Crime Prevention Program Administrators to work schedules other than 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.

Agreement

1. The parties agree to authorize a 4/10 alternative schedules and flexible schedules.
2. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.
3. The 4/10 schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
4. Either party may terminate the 4/10 schedule Agreement at any time and for any reasons upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
5. When establishing or terminating a 4/10 work schedules, the City will pay overtime only when required under the FLSA and not as provided in the CBA.
6. Notwithstanding the provisions of Articles 7.1, 8.1, 8.2, and 9.2.3, the parties agree that the Bureau shall institute an optional flexible schedule for Crime Prevention Program Administrators. An employee may choose to work, with the agreement of his or her supervisor, a flexible schedule. In order to meet the needs of the City or the employee, employees working a flexible schedule may occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other

provisions of the CBA, will not result in overtime pay.

7. The FLSA work weeks begin on Thursday for employees who work the 4/10 schedule. The FLSA work week begins on Monday for employees who work the flexible schedule.
8. The parties agree to waive the provisions of Article 9.2.3. In lieu of Article 9.2.3, employees shall be allowed to cash out any accrued compensatory only upon separation from City service.
9. This Agreement will be effective upon approval by ordinance by the Portland City Council.