

CPPW makes the following proposal on Holidays on March 7, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

Article __ - General Provisions

Section 1, Non-discrimination.

(a) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, family status or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications or mandatory retirement.

Section 2, Probation.

(a) The probationary period for an employee serving an initial probationary period in a CPPW represented classification shall be six (6) months. The probationary period for a part-time or job-share employee serving an initial probationary period may be extended up to nine (9) months to allow for adequate hours of on-the-job training.

(b) The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months. The probationary period for a part-time or job-share employee being promoted to a higher classification may be extended up to nine (9) months to allow for adequate hours of on-the-job training.

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

(d) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union and the affected employee. Any such extension shall be in writing and include a list of training benchmarks that must be met for an employee to demonstrate successful completion.

Section 3, Uniforms and Protective Clothing.

(a) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing and equipment that is needed by the employee to perform their duties; in addition, the City shall reimburse employees – up to a total maximum of \$250 per calendar year – for their purchase or replacement of safety shoes, prescription safety and/or blue light glasses, rain gear, anti-fatigue mats, or insulated clothing needed by the employee to perform their duties. If an eligible employee received no reimbursement the previous calendar year, then up to \$300 may be reimbursed.

- (b) Employees shall be instructed as to the City-provided safety apparel and/or equipment required for the work to be performed and the proper use thereof. City provided apparel and protective gear shall be appropriately sized and fitted for the employee.
- (c) An employee shall be eligible for the reimbursement after thirty (30) days' service in the position needing the protective clothing described in subsection (a) above.

Section 4, Classification Study. The City shall commission and conduct a study of the job classifications subject to this Agreement. The City shall work with the Union to specify classification subgroups for any job classification series that currently has more than fifty (50) people. The City and Union shall form a committee no later than sixty (60) days after the contract is ratified to discuss a classification and compensation study. The classification and compensation study shall *begin* no later than six (6) months after ratification of the contract. The classification and compensation study shall be *completed* no later than six (6) months after the study begins. If the City uses an outside consultant to conduct the study in whole or in part, the union shall have an equal right of participation in the consultant selection process. The City cannot use an outside consultant to conduct the study in whole or in part without the union's approval of the consultant. Upon completion of the classification and compensation study and after consultation with the Union, the classification structure shall be adopted. The compensation portion of the study will be subject to negotiations with the Union as part of the immediately following successor contract. The compensation portion of the study shall ensure that employees are placed at the appropriate step for their experience, education, seniority and other pre-determined factors agreed upon by the City and Union.

Section 5, Contract Printing. The City shall, within thirty (30) working days of City Council approval of this labor agreement, have copies of this agreement printed and bound and distributed to the Union at a charge equivalent to the City's cost of production. The number of copies shall be equal to the number of current employees represented by the Union plus fifty (50) extra. Costs of additional copies for use by non-Union personnel will be borne by the City. To ensure equal access to contractual rights, the City shall at the same time it furnishes the union with the print copies of the contract and at the City's expense provide the union with an electronic version of the contract that complies with the version of the Web Content Accessibility Guidelines that is current at the time of the printing of the contract and electronic versions of the contract that have been professionally translated at the City's expense into Spanish, Russian, Chinese, and Vietnamese. Upon request of an employee and the union, the City will at its expense translate the contract into any additional languages.

Section 6, Safety.

- (a) The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.
- (b) No employee shall be disciplined for refusal to violate City or Bureau safety policies and

rules or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes that direct bodily harm would result.

- (i) An employee should notify their supervisor of a worksite or situation they believe is unsafe or dangerous to their personal security and work with their supervisor to make a reasonable attempt to accommodate or address safety concerns. If an employee leaves a worksite due to a safety concern, they shall notify their supervisor immediately upon leaving.

Section 7, Reasonable Employment Accommodations. In accordance with HRAR 2.06, the City provides reasonable accommodations for qualified people with disabilities, people who are pregnant or have related conditions, and people who have religious customs and/or beliefs (a “Protected Status”) to enhance workplace productivity and facilitate equal employment opportunities. Any member who wishes a designated Union representative to attend an interactive process meeting regarding requested accommodations, shall be permitted to have their chosen representative present.

Section 8, Workload. Workload expectations will be reasonable. No employee will be regularly expected to maintain a job assignment that cannot be reasonably performed in the time allowed for the job assigned.

Section 9, Change in Working Conditions. Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The City agrees to furnish the Union’s Designated Representative copies of all changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Union.

Section 10, Rules, Department Policies and Employment Policies and Practices. The Union will have a chance to review and provide input on HRAR’s referenced in the CBA prior to implementation. Employees shall comply with all existing work rules, department policies, and HRARs which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The City will comply with ORS 243.698 when the City seeks to change or create new policy or work rules.