

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

**NOTE: Most of this language is drawn from the PROTEC contract between City of Portland and PROTEC.**

## **ARTICLE     TYPES OF EMPLOYEES**

**Section 1, Limited Duration Employees.** The City may appoint limited duration employees to perform work of known duration of generally not more than two (2) years subject to the following:

- (a) Limited duration employees will be appointed in the same manner as employees appointed to positions in the classified service.
  
- (b) Limited duration employees shall have all the responsibilities and contractual rights of a probationary/regular employee except that they shall have no rights to bump probationary/regular employees. Limited duration employees cannot bump temporary employees nor do temporary employees have to be terminated when a limited duration employee's appointment ends. Limited duration employees shall be subject to bumping by probationary/regular employees with greater seniority in the classification. If any limited duration employees are separated early due to fiscal impact, they shall be invited to interview for a limited term position for a period of one (1) year to return to the same bureau and classification at the time of the early separation.
  
- (c) The appointing bureau will notify the Union at least ten (10) days prior to making an appointment of a limited duration employee. The Union shall respond in writing within ten (10) working days if they wish to discuss the appointment; otherwise, the bureau may proceed to appoint the employee. If the bureau needs to make an appointment prior to the ten (10) day response period, the bureau will contact the Union to request a quicker response.
  
- (d) A limited duration employee will become a permanent employee, with all seniority rights, if any one of the following occur:
  - (i) They are continuously employed in the same classification, by the same bureau, for more than two (2) years unless the Union and the bureau mutually agree to extend the length of the limited duration appointment; or
  - (ii) They are re-hired into the same classification, by the same bureau, within less than 90 days after their most recent limited duration appointment ended; or
  - (iii) The bureau notifies the Union in writing that they are removing the employee's limited duration status.
  
- (e) A limited duration employee who becomes a permanent employee under the provisions of (i) or (ii) and completes the required probationary period will have their

service time as a limited duration employee from that assignment added to their continuous service as a permanent employee. The probationary period may be waived by the Director of the Bureau of Human Resources.

(f) The City will determine when a project has been completed and when a limited duration employee's appointment ends.

(g) Limited duration employees may be transferred like other employees and may place themselves on the citywide transfer list. At the end of a limited duration employee's appointment, the employee may be placed on the City's transfer list for up to three years. The City may re-employ limited duration employees on the transfer list as either a regular employee or, subject to (c) above, a limited duration employee.

**Section 2, Rehired Retirees.** Retirees who are eligible to draw PERS or OPSRP benefits, who have applied for such benefits, or who are receiving said benefits, and are subsequently rehired by the City into a classification in Schedule A, shall be members of the bargaining unit. The only terms and conditions of this Agreement that shall apply are Article \_\_\_ – Recognition, Article \_\_\_ – Union Security and Activities, and Schedule A – Salary Rates. All other terms and conditions of employment for Rehired Retirees shall be solely determined by the provisions of Human Resources Administrative Rules 3.06.

Notwithstanding Section 1, above, the City may hire Rehired Retirees as temporary, at-will employees for up to two (1) continuous years in a particular position.

**Section 3, Temporary Employees.** Any employee employed in a budgeted position in a classification contained in Schedule A of this Agreement without permanent rights to the City. Recognition under this section shall not detract from any rights or benefits pertaining to the employee, by virtue of their regular/permanent status in some other classification within the City. Contract rights for temporary employees are as provided under Schedule B.

**Section 4, Seasonal/Casual Employees.**

(a) Seasonal/Casual Employees may be placed into classifications contained in Schedule A of this Agreement.

(b) Seasonal/Casual Employees may only work for up to 1,400 hours in a calendar year. After working 1,400 hours in a calendar year, a Seasonal/Casual Employee may be rehired without a break in service to the same assignment in the same bureau provided it is a new calendar year.

(c) Contract rights for Seasonal/Casual Employees are as provided under Schedule C.

**Section 5, Interns.**

(a) As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or services to the City by various segments of its community. Such programs may result in individuals performing work for the City that is considered bargaining unit work. Such programs include, but are not limited to, youth training and/or employment programs, adult

training and/or employment programs, vocation rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs, and other programs with similar purposes. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

(b) The City shall have the right to implement new internship or related public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such new or expanded\* program implementation involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Creation of an internship or related public employment program shall not result in (1) a layoff of regular employees covered by this Agreement, or (2) the elimination of a regular budgeted position covered by this Agreement that recently had been occupied by a regular employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

\*Expanded means a change in description of work different than the original job description or an increase in responsibility/level of autonomy beyond what was originally defined.