

| New TAs | |
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| 1. Holidays – City's proposal from 4/21/25 (same as CPPW April 24 proposal) | 2. Professional Development – City's mediation proposal from 3/5/25 (same as CPPW's 5/1/25 proposal) |
| 3. Sick Leave – City's proposal from 4/21/25 (same as CPPW April 24 proposal) | 4. Overtime – City's proposal from 4/24/25, (same as CPPW April 24 proposal) |
| 5. Other Leave – City's proposal from 4/21/25 (same as CPPW April 24 proposal) | 6. Shifts – City's proposal from 4/24/25, (same as CPPW April 24 proposal) |
| 7. Types of Employees – City's proposal from 4/21/25, (same as CPPW 4/24 proposal) | 8. |
| 9. | 10. |

ARTICLE _HOLIDAYS**Section 1, Holidays.**

- (a) The following holidays shall be recognized and observed as paid holidays:
- New Year's Day (January 1st)
 - Martin Luther King Jr Day (third Monday in January)
 - President's Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19th)
 - Independence Day (July 4th)
 - Labor Day (first Monday in September)
 - Veteran's Day (November 11th)
 - Thanksgiving Day (fourth Thursday in November)
 - The Friday after Thanksgiving
 - Christmas Day (December 25th); and
 - Any additional days formally designated as paid holidays by the City.
- (b) Every full-time employee is entitled to a day off with pay on a holiday. Employees shall receive holiday pay equal to each employee's regularly scheduled work. (For example, an employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of holiday pay; an employee regularly scheduled to work a 10-hour shift shall be paid 10 hours of holiday pay; an employee regularly scheduled to work a 4-hour shift shall be paid 4 hours of holiday pay.)
- (c) After thirty (30) days of continuous service, all regular full-time employee covered by the terms of this agreement shall receive the equivalent of three (3) days of personal holiday time per calendar year. Part time or alternative scheduled employees shall receive a prorated version of this. (For example, an employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of personal holiday pay; an employee regularly scheduled to work a 10-hour shift shall be paid 10 hours of personal holiday pay; an employee regularly scheduled to work a 6-hour shift shall be paid 6 hours of personal holiday pay.)
- (d) Regular part-time employees who share a budgeted full-time position and serve for forty (40) hours each pay period shall be allowed four (4) hours of pay for each designated City holiday. After completion of thirty (30) days' service, each permanent-regular job share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.
- (e) Regular part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be entitled to eight (8) hours of holiday pay prorated for their Full Time Equivalent (F.T.E.) designation when designated City holidays coincide with their scheduled work hours. After completion of thirty (30) days' service, each permanent-regular part-time

employee covered by the terms of this agreement shall receive personal holiday time prorated for their Full Time Equivalent (FTE) designation per calendar year. For example, a .75 FTE would receive eighteen (18) hours.

- (f) Personal holiday hours shall be arranged by mutual agreement between the employee and the City.
- (g) Vacation and personal holiday accounts shall be combined. The first twenty-four (24) hours or prorated equivalent hours in the case of a part-time or job share employee, taken off by an employee during a calendar year shall be considered personal holidays. Vacation days may be utilized one day at a time and may be utilized as personal holidays. Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.
- (h) For Monday through Friday schedules, whenever any of the holidays listed in Subsection (a) falls on Saturday, the Friday before such holiday shall be observed as the holiday. Whenever any of the holidays falls on Sunday, the following Monday shall be observed as a holiday.
- (i) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled workday following the holiday(s) shall be considered the holiday and paid as such.
- (j) With prior notice and approval from the employee's supervisor, Employees may opt to work on a ~~standard paid~~ holiday listed in Section 1(a) and bank those hours as a deferred holiday ~~leave in order to participate in other relevant cultural or religious observances and events~~. Employees may not bank more than three (3) City holidays from Section 1(a) per calendar year. Section 3. Holiday Work will not apply to employees who elect to work on a holiday under this Section. Except for employees who are on an alternate or variable schedule as provided in Section 1(k), employees may carry over up to two (2) deferred holidays and any deferred holidays over two (2) not taken as of the end of the first pay period in January will be forfeited. An employee who leaves City employment for any reason will not receive pay for unused deferred holidays.
- (k) For employees who are on an alternate or variable schedule as described in ~~Section 2(a) of this Article XX~~, if an employee's scheduled day off falls on a holiday, then the employee is entitled to a deferred holiday with pay to be taken by mutual agreement between the employee and the director of the bureau or designated supervisor. The employee is eligible to use the deferred holiday starting the first scheduled workday following the holiday.

Employees who are on an alternate or variable schedule may carry over a total of up to ten (10) deferred holidays (including holidays deferred under Section 1(j)) and any deferred holidays over ten (10) not taken as of the end of the first pay period in January shall be forfeited.

Section 2, Eligibility Requirements.

An employee is entitled to holiday pay if the employee is in pay status for the entire scheduled workday preceding ~~or~~ and or following the holiday, ~~so long as they are not receiving payment from a third party.~~ Any employee who is on leave but is in paid status the day before and the day following the holiday will receive holiday pay.

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

(b) If an employee is on paid sick leave and a holiday is observed, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated sick leave.

Section 3, Holiday Work. Overtime eligible employees required to work on a holiday will be paid at the rate of time and one-half in addition to the employee's holiday pay. Overtime exempt employees required to work on a holiday are entitled to defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

ARTICLE _____ SICK LEAVE

Section 1, General.

(a) Sick leave may be used for an employee's own illness, injury, or mental-other health condition, including medical and dental appointments.

~~(a)~~ Sick leave may also be used by victims of domestic violence, criminal harassment, sexual assault, bias, or stalking and to care for a family member as provided in the City's Human Resource Administrative Rules and/or by state and federal law.

(b) Employees shall earn sick leave from their date of hire.

(c) Regular employees, including those in probationary status, shall be eligible for use of earned sick leave after thirty (30) days of full-time employment with the City.

(d) Full-time employees shall accrue four (4) hours of sick leave for each two (2) weeks of service unless the employee is in non-pay status for an entire pay period.

(e) Employees who share a budgeted full-time position and serve a minimum thirty-six (36) hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate. Regular part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served.

(f) Sick leave credits shall be allowed to accrue during the first twelve (12) months of any continuous absence due to an accepted worker's compensation claim.

(g) Non-protected Dependent Sick Leave. In situations where an employee's family member (spouse, domestic partner, parent, grandparent, grandparent in-law, step child, child in-law, grandchild, sibling, step sibling, step parent, step grandparent, sibling in-law, parent in-law, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household members, "chosen family", and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship) becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use leave in accordance with HRAR 6.05 and the Paid Oregon Family Leave Act. Employees who use dependent care leave under this Article on more than three (3) occasions in a calendar year may be required to provide a medical certification for all subsequent use of close affinity leave in a calendar year and will be informed about their rights to apply for FMLA/OFLA.

Section 2, Sick Leave Use.

An employee will be entitled to use a maximum of four (4) three (3) consecutive calendar days' sick leave before medical certification may be required. If an employee is on sick

leave prior to regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring medical certification.

If medical certification is requested, subject to state law, the City is required to pay any associated costs for the employee to provide medical verification or certification, including lost wages that are not paid under a health benefit plan in which the employee is enrolled. The City may not require that the verification or certification explain the nature of the illness or details related to domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.

Prior to taking any corrective or disciplinary action concerning sick leave usage, management will meet with the employee to discuss the absences, and provide counseling. The purpose of this meeting is to:

1. Notify the employee there are concerns related to their sick leave use;
2. Assist the employee in reducing the amount of sick leave if/when possible;
- ~~3. Refer the employee to their FMLA coordinator to learn about alternative or additional leaves that may be available to them.~~

~~The employee is not required to disclose to management why they have used sick leave.~~
The employee may request that a Union representative is present during sick leave usage counseling.

~~CPPW members shall not be evaluated against the City wide average.~~

[Bargaining Note: The City does not calculate a City wide average or use it to evaluate sick leave usage. It has not done this for several years and has no intention of returning to that practice so this language is superfluous.]

Disciplinary action for sick leave usage will be in accordance with the Discipline and Discharge Article.

Sick leave usage may be cause for disciplinary action up to and including discharge for instances included, but not limited to:

1. Absences that are not bona fide sick leave purposes as outlined herein or as provided for in the City's Human Resource Administrative Rules and/or by state and federal law.
2. Sick leave usage recurring in conjunction with scheduled days off, vacation days, or some other specific pattern of usage. Patterns of leave shall not be the sole basis for disciplinary action.

Section 3, Industrial Leave.

During an absence for an industrial accident or disease which has been accepted by Risk Management or determined by the Workers Compensation Department to be compensable, the City shall maintain the employee's health and welfare benefits for the

duration of the time loss payments, provided the employee was eligible for City-paid benefits at the time of the accident or disease and remains employed by the City during the absence.

Section 5, Maximum Accumulation.

There is no maximum amount of sick leave an employee may accrue.

Section 6, Unused Sick Leave on Retirement.

For Tier I and Tier II employees, the City agrees to convert unused sick leave credits, upon retirement, to a PERS Supplement, as contemplated by Chapter 238 or 238A of the Oregon Revised Statutes.

Section 7, Supplemental Pay.

(a) During an absence due to an industrial accident which has been accepted by Risk Management, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as the employee had accrued sick leave prior to the accident. The amount of supplement is designed to provide the employee with no more net compensation while on time loss than they would have received while working their regular hours.

(b) On an employee's date of hire, the employee shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection (a) above.

(c) Payments made by the City under subsections (a) and (b) shall not be charged to accrued sick leave.

Section 8, Offset for Dual Payments of Sick Leave and Time Loss.

The City and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on a workers' compensation claim. The parties therefore agree as follows:

(a) Where the dual payment results from the employee filing a claim for time loss payments for an injury or disease after the employee has taken paid sick leave for the same condition, the City may recoup the sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20% gross wages until the total overpayment is recouped, or the City and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with the sick leave used.

(b) Where the dual payment results from the City's denial of a worker's compensation claim which ultimately is determined to have been compensable, the overpayment may not be recovered by the City through payroll deductions, nor may the sick leave used be reccredited to the employee's account, unless the City and employee agree and arrange, in writing, for recovery and reccrediting.

OTHER LEAVES OF ABSENCE

Part A – Paid Leaves Specified in the City's HRARs

The City's Human Resources Administrative Rules create certain individual rights for employees of the City, including but not limited to the right to take a leave of absence for various reasons. The City is committed to complying with its obligations to individual employees under their established HRARs. Should the City consider making changes to any HRARs referenced in this Article, the City ~~and the Union must meet to negotiate over~~ will comply with its duty to bargain under State law. - the impact of the change(s) being considered.

Section 1, Jury Duty.

(a) The City shall encourage its employees to serve when called for jury duty and shall pay the difference in the employee's salary and monies received from such jury duty to the employee, except the mileage allowance. If an employee is subpoenaed to appear in a State or Federal court as a witness, the employee shall receive the difference in the employee's salary and monies received as witness fees, except the mileage allowance, subject to the provisions of the City's Human Resources Administrative Rules on Jury Duty Leave.

(b) If an employee is not on a Monday through Friday dayshift schedule, and they are required to serve as a juror, they may, by mutual agreement, be rescheduled to a Monday through Friday day shift for the duration of their jury duty. Any overtime or shift differential provisions that may be applicable in this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

Section 3, Parental Leave.

Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). Pursuant to the HRARs, such leave will be granted for parental leave to bond and care for a newborn child or a newly adopted child, or may also be taken for a new foster care placement of a child. City Paid Parental Leave must be used within twelve months following the birth, adoption, or foster care placement of a child, and can only be used for leave post-birth, adoption, or foster care placement. Should the provisions of the City's HRAR providing paid parental leave change, the City and the Union will meet to negotiate over the impact of the changes.

Accrued sick leave and vacation credits leave may be used to cover all or part of the an absence for parental leave permitted under the FMLA and the Oregon Paid Family Leave law or Washington Paid Family and Medical Leave law, but not while on City Paid

Parental Leave. Nothing in this section supersedes an employee's rights to under FMLA, or OFLA, benefits or pursuant to the Oregon Paid Family and Medical Leave law, or Washington Paid Family and Medical Leave.

Section 4, Funeral Leave

Employees may take bereavement and funeral leave as provided under state law and the City's Human Resources Administrative Rules (HRAR 6.08).

- ~~(a) Employees may be granted up to three (3) days of leave with pay for the death of (1) a relative or (2) any individual related by close affinity (#1 and #2 are collectively referred to as a "qualifying decedent"); or (3) due to pregnancy loss including miscarriage, stillbirth, or other loss.~~
 - ~~(i) A "relative" includes a spouse, domestic partner, parent, grandparent, grandparent in law, child, stepchild, child in law, grandchild, sibling, stepsibling, stepparent, step-grandparent, sibling in law, parent in law, and equivalent relative of an employee with a domestic partner.~~
 - ~~(ii) "An individual related by close affinity" includes relationships such as unmarried partners, household members, "chosen family," and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship.~~
 - ~~(iii) A qualifying pregnancy is defined as the pregnancy of the employee or employee's spouse or partner; or any pregnancy, including through surrogacy or adoption, where the employee or employee's spouse or partner would have been parent or primary caregiver.~~
- ~~(b) An additional maximum of two (2) days' leave with pay shall be allowed an employee for necessary funeral travel.~~
- ~~(c) Under exceptional circumstances, leave for death may be granted by the Bureau Director upon the death of a person other than the employee's family members listed above.~~

Section 5, Search and Rescue Operations and Disaster Relief

- ~~(a) Per Human Resources Administrative Rule 6.11, employees covered under this agreement may be eligible to participate in a search or rescue operation at the request of any law enforcement agency, the state Office of Emergency Management or the United States Forest Service. Employees are subject to the rules and eligibility requirements of~~

~~the HRAR. Should the provisions of HRAR 6.11 change, the City and the Union will meet to negotiate over the impact of the change(s).~~

~~(b) — For employees conducting search and rescue, the interpretation for "up to five (5) days" covers all hours used in search and rescue accounting up to five days' worth of time each calendar year. (An employee regularly scheduled to work an 8-hour shift shall be paid 8 hours of pay per day for up to 5 days, for a total of 40 hours; whereas an employee regularly scheduled to work a 10-hour shift per day for up to 4 days, shall be paid 10 hours of pay per day for up to 5 days, for a total of 50 hours.)~~

~~(c) — For employees participating in Disaster Relief, the interpretation for "up to fifteen (15) workdays" covers all hours used in search and rescue accounting for up to 15 days' worth of time each calendar year. (An employee regularly scheduled to work an 8-hour shift shall be paid 8 hours of pay per day for up to 15 days, for a total of 120 hours; whereas an employee regularly scheduled to work a 10-hour shift per day for up to 4 days, shall be paid 10 hours of pay per day for up to 5 days, for a total of 150 hours.)~~

Section 56, Military Leave.

Military leave will be provided to employees in accordance with City's Human Resources Administrative Rules on Military Leave and ORS 408.290 or other applicable law.

Part B – Other Paid Leaves

~~This Collective Bargaining Agreement sets the terms and conditions of employment for employees in the bargaining unit and creates rights that are in addition to the individual statutory rights of City employees under state and federal law, or under the City's HRARs.~~

Section 1, City Paid Dependent Leave.

~~(a) — City Paid Dependent Leave is necessary for employees to tend to their dependents (of any age) who have non-healthcare related needs resulting from gaps within our social infrastructure which include but are not limited to: care center closures, school closures, school strikes, and/or healthcare worker strikes.~~

~~(b) — Employees may be granted up to eighty (80) twenty-four (24) hours of City paid leave to care for their qualifying dependent needs.~~

~~(c) — The City may require written documentation corroborating the need for leave on the dates requested to provide dependent care herein.~~

~~Section 2, City Paid Weather and Safety Leave.~~

- ~~(a) Growing climate change concerns in our region coupled with increasing gaps in infrastructure present a need for employees to have access to paid weather and safety leave. Such leave is necessary for events related to the unavailability of staff to work resulting from natural disasters, such as: floods, wildfires, earthquakes, landslides, snow/ice storms, or during building specific emergencies such as tree damage, broken water pipes, mandatory evacuation, fire damage, or power outage.~~
- ~~(b) Employees may be granted up to 40 hours of City paid leave as needed to respond to any such event described herein which is necessary maintain their safety.~~
- ~~(c) The City may require written documentation corroborating the need for leave on the dates requested by the employee, unless such leave coincides with the mandatory closure of City offices. When leave requested does not coincide with a City closure, then the use of this weather and safety leave must be aligned with the nature of the emergency for which such leave was requested.~~
- ~~(d) Employees who choose not to utilize paid weather and safety leave during a City closure, and instead are able to safely continue work remotely from a different location, may be eligible to receive a deferred holiday as further delineated in this agreement, provided that those employees have completed any requisite emergency management training required by their bureau.~~

Section ~~673~~, City Paid Immigration, Tribal and Citizenship Leave.

An employee may use up to forty (40) hours of City paid leavetime per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, attending to matters directly related to tribal membership or enrollment, or other events bearing on the subject individual's legal resident, immigration, or citizenship status. Employees must provide reasonable notice prior to any leave taken under this Section. The City may will require written documentation corroborating the dates of the requested Immigration and Citizenship leave. ~~The City will not deny leave under this Section if reasonable notice is provided.~~

Section 84, Management Leave

- (a) Management Leave as defined in HRAR is not available to CPPW represented members.
- (b) Management Leave accrued prior to the implementation of this contract will be available for use after implementation of the contract.

- (c) Accrued Management Leave will expire at the end of the calendar year that it was received.

Part BC – Unpaid Leave Options

Section 1. Unpaid Leaves in Compliance with External Law.

~~State and federal law create certain individual rights for employees of the City, including but not limited to the right to take a leave of absence for various reasons. The City is committed to complying with its obligations to individual employees under federal and state law. The Union may raise concerns about the City's compliance with its obligations under state and federal law, but these obligations are not incorporated into this Collective Bargaining agreement and are not subject to the grievance procedure.~~

Section 12, Leave without Pay.

- (a) Employees may request a leave of absence without pay after thirty (30) calendar days' service with the City.
- (b) Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.
- (c) Requests for leave of absence without pay of thirty (30) calendar days or less may be granted by the bureau head or their designee. All employer paid health, dental, vision and life insurance benefits will be continued for leaves of absence without pay lasting thirty (30) days or less, except as required by law.
- (d) Leaves for more than thirty (30) calendar days shall be granted for Military Leave when an employee is called to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the federal or state agencies. All other leaves for more than thirty (30) calendar days may be approved by the City Administrator or their designee, and such leaves may be extended or renewed for any reasonable period at the discretion of the City.
- (e) No leave of any length shall be granted for other outside employment unless described herein or as otherwise may be required by law.
- ~~(f) Special consideration will be given to requests for leave of absence from employees with one (1) year's service or more for personal illness; injury; immigration, citizenship and tribal leave; or educational purposes directly related to the applicant's career goals for continued employment with the City.~~

Section 3, Family and Medical Leave.

Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). The City will provide the Union with notice of proposed changes to the HRARs and will bargain over changes to family and medical leave as required by law.

Section 4, Gender Affirming Care Leave.

Leave may be granted for gender affirming care. Such leave is not limited to leave for medical procedures or purposes but can include voice training or hair removal, as examples. Sick leave and vacation credits may be used to cover all or part of the absence for gender affirming care as applicable. ~~Leave without pay for gender affirming care will be granted upon request.~~ Nothing in this section supersedes an employee's right to FMLA or OFLA benefits or pursuant to the Paid Leave Oregon or disability laws.

Section 5, Return from Unpaid Leave of Absence.

(a) Return from leave rights under this provision shall correspond to the period of leave granted.

(b) Leaves of absence of six (6) months or less: Employees shall be returned to the same or comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before the employee leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.

(c) Leaves of absence of more than six (6) months: An employee desiring to return to work must give the City ten (10) calendar days' written notice of the intent to return. If a vacancy does not exist at the time such employee decides to return from a leave, the employee's name shall be placed on the appropriate laid off list in accordance with seniority and qualifications. An employee and the City may agree in writing that an employee will be assured reemployment to the same or comparable position upon return subject to the seniority provisions of this article. Such agreements will be non-precedent setting.

(d) The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure.

(e) Any employee who fails to return to duty at the end of their unpaid leave will also be treated as a voluntary ~~quit~~ resignation.

City Mediation "What If" Proposal – Package 3 – 4/24/25

Article ____ Overtime

This ~~provision Article is intended to~~ applies to those employees who are categorized as FLSA non-exempt, unless otherwise noted.

1. **Overtime.** ~~The City may require employees to work overtime. Overtime must be preapproved or scheduled by the employee's supervisor.~~ Overtime shall be paid at the rate of one and one half (1 1/2) times an employee's established hourly rate. Overtime rates shall apply to work performed by an employee ~~outside of or~~ in excess of ~~forty (40) hours in a workweek, their established shift hours, even if some or all of the employee's regular shift was taken as paid leave as described in section 1c.~~

- a) Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time, unless specified elsewhere in ~~the Contract~~ this Agreement.
- b) ~~E~~With mutual agreement between the City and the employee, employees may elect pay or compensatory time for time worked under this Article. Any compensatory time will be subject to the provisions of Section 2 of this article.
- c) For the purpose of this article, paid leave will be counted as time worked, including officially recognized holidays, vacation, deferred holiday, compensatory leave, sick leave or other recognized paid leave.
- d) Shift ~~differentials~~ will be included in computing the overtime rate computations as required by Federal Law ~~Shift differentials will not be paid on overtime hours.~~

Commented [K05]: This only impacts the lowest paid members of the union and we feel it is important to count their leaves and other earned time as time worked.

Commented [DR6R5]: This is acceptable.

i. ~~Overtime Equalization. Overtime work opportunities shall be distributed as equally as reasonably possible to bureau qualified employees working within the same job classification. The distribution of overtime shall be equalized as nearly as possible over each six (6) month period.~~

- b)a) ~~It is further provided that t~~The City shall schedule known weekend overtime by the end of the third (3rd) day of an employee's workweek, except where situations beyond the City's control do not allow for such notice. 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 fourth (4th) day of an employee's workweek.

City Mediation "What If" Proposal – Package 3 – 4/24/25

Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

2. **Compensatory Time.** With approval from the City, Eemployees shall have the option ~~of to accrue~~ compensatory time at the rate of one and one-half hours for each hour of overtime worked~~computed at the applicable overtime rate for the overtime hours worked~~, in lieu of overtime pay. An employee may not accrue more than eighty (80) hours of compensatory time in a calendar year.
- a) Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.
- b) 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.
- c) At the end of the fiscal year Eemployees may ~~receive once per fiscal year, at their request, request~~ a payout of any amount of accrued compensatory time. Comp time that is not used or cashed out will carry over to the next year.

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DLR**ARTICLE __ PROFESSIONAL DEVELOPMENT**KO
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The Union and the City mutually recognize the benefit of professional development for members of the Union.

Section 1, Professional Development Fund.

1. The City shall fund a Professional Development account in the amount of \$165,000 ~~225,000~~ for each fiscal year of this agreement.
2. At the end of each fiscal year any unexpended account monies up to \$30,000 ~~40,000~~ shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$30,000 ~~40,000~~ remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Administrative assistance for administering the fund up to \$25,000 ~~50,000~~ annually may be deducted from the fund to cover those costs provided, however, that all such funds must be accounted for and a report of expenditures for this purpose will be provided annually to CPPW. In addition, the City will confer with CPPW about measures to reduce these administrative costs and implement measures as agreed.
4. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.
 - B. Training and education materials, and services that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications, and professional dues not paid by the employee's bureau.
5. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by CPPW and two (2) members by the Director of the Bureau of Human Resources.
6. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.

7. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.

8. Release time to attend professional development seminars, classes, workshops, and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.

9. An employee shall be eligible for reimbursement after ninety (90) days service with the City.

10. **Professional Development Fund Workgroup.** Upon ratification of the agreement, the City and the Union will form a workgroup to ~~review and create recommendations for making changes to the~~ discuss the creation of a Professional Development Plan document, including opportunities for increased accessibility to the fund with the City paying upfront costs related to instructor-led coursework and conferences. ~~This workgroup will be expected to meet and provide a written recommendation to the Chief Human Resources Officer by October 1, 2022.~~ Additional expectations of the workgroup are as follows:

- a) The workgroup will be comprised of equal members of the City and the CPPW, with each side having six (6) members. Members of the workgroup will determine the frequency and duration of their meetings.
- b) The workgroup will review current practice and applicable legal and tax requirements and put forth a recommendation to switch to a model where the City pays the upfront costs for instructor-led courses and conferences, versus the practice of the current reimbursement model.
- c) Impacts of required staffing support and technology and budget implications, including an increase to the administrative assistance fee, to support the process change will be identified as part of the recommendation, and the implications considered and addressed prior to the implementation of the new process.

~~11. Any recommendations of the workgroup will only be effective if City Council adopts them by ordinance. The target date for any recommendations adopted as a result of the committee will be July 1, 2023.~~

~~12-11.~~ Except for the City funding of this program, ~~Article 23~~

[this Article](#) is not subject to the grievance procedure.

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Section 2, Professional Development Plans

1. A professional development plan (PDP) is a formal method through which a member of the bargaining unit may request to engage in a collaborative discussion with their bureau manager or supervisor to propose areas of skill, knowledge, or ability they wish to increase or expand related to their current job or towards career advancement.
2. The City and Union agree to the creation of a PDP program.
3. The City and Union agree to establish a process to request and track PDPs and create a report that will provide the following information:
 - Employee Name
 - Date of Request
 - Employee Current Job Classification
 - Employee's supervisor who will be working with them on the PDP
4. The City and the Union will establish a Labor Management Workgroup (Professional Growth Opportunities Workgroup) on professional development opportunities.
 - a) The parties will meet starting ~~60~~[90](#) days from ratification of this Agreement by both the Union and City Council.
 - b) The goal of the Professional Growth Opportunities Workgroup is to evaluate existing professional development programs from bureaus that have potential to be scaled up to other bureaus and to develop a more transparent path for potential career advancement. Workgroup members shall work together to formulate proposals that shall be submitted to bureau directors for recommended implementation.
 - c) The initial Workgroup will be composed of one (1) management representative and one (1) union representative from each bureau where the bargaining unit represents employees and two (2) representatives from the Employee and Labor Relations Team.
 - d) Members of the Workgroup will determine the frequency and duration of their meetings, but it shall be no less than once per quarter for the duration of the Agreement or sooner if the Workgroup deems their goals are met. At eighteen (18) months, the Workgroup will evaluate the need to extend or terminate the workgroup. The decision will be made by consensus of the group.

e) Members of the committee shall be allowed to attend committee meetings during normal work shift hours with no loss in pay.

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f) The recommendations of the Workgroup will be reduced in writing and submitted to bureau-specific management.

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ARTICLE ____ SHIFTS

~~4)Section 1.~~ Employees may be assigned to a shift and are eligible for the shift differentials described in this Article. Shifts shall be defined by the following starting times:

Day: Starting no earlier than 5:00 AM and no later than 11:59 AM

Second/Swing: Starting no earlier than 12:00 PM and no later than 6:59 PM

Third/Night: Starting no earlier than 7:00 PM and no later than 4:59 ~~PM~~AM

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

~~2)Day Shift.~~ Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article # [HOURS OF WORK]) with notice to the Union. ~~Changes may be made outside the above-listed hours upon mutual agreement between the City and the Unions.~~

~~3)Section 2.~~ Employees who are scheduled on a second ~~or~~, third ~~or relief~~ shifts shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A for all hours worked on the second ~~or~~, third ~~or relief~~ shift; ~~effective July 1, 2023:~~

~~Second/Swing:~~ \$1.920.84/hr1.50

~~GraveyardThird/Night:~~ \$2.561.16/hr2.00

~~Relief:~~ \$2.56

Shift differential shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence.

The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.

~~a. Shift differential shall be adjusted to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for West Size A (as measured by the annual change in the index between the 2nd half of the two (2) years previous and the 2nd half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.~~

~~4)Section 3.~~ Employees eligible for FLSA overtime who are transferred from a regularly scheduled day shift to another ~~shift, unless relieved from work at least ten (10) hours before their new shift,~~ shall be paid overtime for the first such new shift worked unless relieved from work at least ten (10) hours before their new shift. ~~This section shall not apply to those employees covered under sub-section 6 of this Article.~~ Each employee shall be assigned to a regularly scheduled workweek and shift ~~unless changes are~~

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~~made by mutual agreement between the City and the affected Unions as provided in Article XXX, Hours of Work.~~

~~5) **Relief Shifts.** Relief shifts shall be defined as:~~

~~a. Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.~~

~~b. Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 1 above.~~

~~c. The provisions of Article [SHIFTS, SECTION 5] do not apply to employees who are part time.~~

~~6) The shift premiums provided for in [SHIFTS, SECTION 3] above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of [SHIFTS, SECTION 3] shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.~~

~~7) **Lunch Periods.** Lunch Periods for FLSA non-exempt employees may be scheduled by the City, provided however that all FLSA non-exempt employees either thirty (30) minutes, forty five (45), or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions.~~

~~a. No employee shall be required to begin their lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1 1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat their lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union.~~

~~b. Notwithstanding the above, when different lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.~~

~~c. Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.~~

~~8) Employees on swing or graveyard night shift who are required to attend mandatory in-service training may, by mutual agreement with management adjust their starting and quitting time or take paid or unpaid leave for the first few hours of the shift flex their time in order to have at least ten (10) hours between shifts. (For example, an employee who~~

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~~works graveyard will attend mandatory in-service training instead during day shift. The employee may, with management approval, adjust their next shift or take paid or unpaid leave to enable them to have a 10-hour relief period.)~~

~~a. Nothing in this Article is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.~~

9) Alternative schedules and flexible scheduling.

Nothing in this agreement is intended to eliminate or prevent an agreement reached between an employee and their supervisor for a different start or stop time, or a flexible or alternative schedule on either an ad hoc or ongoing basis.

Types of Employment

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The City may appoint limited duration and temporary employees to perform work in classifications represented by the Union. This Article describes which sections of the contract shall apply to these employees.

Section 1. Limited Duration Employees

Limited duration employees will be appointed for a known duration of generally not more than two (2) years. With a showing of good cause, the Director of Human Resources may extend a limited duration appointment beyond two (2) years. The City will promptly notify CPPW if a limited duration appointment is extended and meet upon request.

~~Limited duration employees are employed at-will. Limited duration employees and shall~~ have all the responsibilities and contractual rights of regular employees, except for ~~Article (xxxx) – Discipline and Discharge~~, Article (xxxx) Layoff, and as expressly stated in this Agreement.

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. ~~If an employee is moved from a limited duration appointment to a regular position, the employee shall bring their accrued seniority with them from the limited duration appointment.~~

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 one (1) continuous year in a particular position.~~

Section 3. Temporary Employees

A temporary employee, as described in the HRARs, is an employee in a budgeted or nonbudgeted position in a classification represented by CPPW but without permanent rights to the City position. This Section does not apply to regular employees who are in a temporary assignment. Temporary assignments of regular employees are governed by HRAR 3.04. ~~Nothing in this section is intended to limit the contractual rights of regular employees.~~

~~All articles apply to full-time temporary employees except Discipline and Discharge; Layoffs & Recall.~~

~~Full-time temporary employees are at-will and o~~Only the following contract articles will apply to full-time temporary employees:

[Bargaining Note: Parties will agree to insert the relevant articles prior to the completion of bargaining. Based on the current status of the open articles, we believe these articles would not apply: Professional Development, Discipline, Layoff, Performance Evaluations, Probation, and Grievance Procedure past Step 2 (consistent with Protec).]

Part-time temporary employees are at-will and are not eligible for certain benefits.

~~All articles apply to part-time temporary employees except Discipline and Discharge; Layoffs & Recall; Vacation; Sick Leave; Health and Life Insurance; Holidays.~~

Only the following contract articles apply to part-time temporary employees:

[Bargaining Note: Parties will agree to insert the relevant articles prior to the completion of bargaining.]

~~Additional articles of this contract do not specifically apply to temporary employees unless a direct reference to temporary employees is contained therein.~~

Dan L Rowan
Dan L Rowan (May 8, 2025 13:25 PDT)

Katelyn Oldham

2025.05.01 - Mediation TAs 4910-3410-4895










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Final Audit Report

2025-05-08

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