

This document is a mediation package proposal intended to bring the parties to agreement on all open issues and establish the terms and language for a first labor contract between the City of Portland and the City of Portland Professional Workers Union. This proposal is a package, and CPPW's position on each issue is dependent on its position on all other issues addressed in this package. CPPW reserves the right to amend or withdraw any portion of this mediation package proposal prior to reaching tentative agreement on the articles contained herein.

Summary of CPPW's Mediation Proposal:

- All TA's signed to date.

1. Preamble	2. Savings Clause
3. Grievance Procedure	4. Discipline and Discharge
5. Nondiscrimination	6. Retirement
7. Safety	8. Health and Life Insurance
9. Recognition	10. Probation
11. Health and Welfare	12. Joint Labor and Management Committee
13. Reasonable Suspicion of Drug and Alcohol Use	14. Union Security
15. Data Retention, Breaches	16. Reclassification
17. *Any other TAs inadvertently omitted	

- The following proposals:
 - Holidays – City's proposal from 4/21/25 (same as CPPW April 24 proposal)
 - Sick Leave – City's proposal from 4/21/25 (same as CPPW April 24 proposal)
 - Other Leave – City's proposal from 4/21/25 (same as CPPW April 24 proposal)
 - Vacation – CPPW's proposal from 5/1/25, attached
 - Wages – CPPW's proposal from 5/1/25, attached
 - Duration – CPPW proposal from 4/24/25
 - Reductions in Force and Layoffs – CPPW's proposal from 5/1/25, attached
 - Management Rights – City's proposal from 5/1/25
 - Contracting Out – CPPW's proposal from 5/1/25, attached
 - No Strikes No Lockouts – City's proposal from 4/21/25, (same as CPPW April 24 proposal)
 - Types of Employees – City's proposal from 4/21/25, (same as CPPW 4/24 proposal)
 - AI and Technology – CPPW's proposal from 5-1-25, attached
 - Performance Standards and Incentive Leave – CPPW's proposal from 4/24/25
 - Professional Development – City's mediation proposal from 3/5/25
 - Shifts – City's proposal from 4/24/25, (same as CPPW April 24 proposal)
 - Overtime – City's proposal from 4/24/25, (same as CPPW April 24 proposal)
 - Standby - CPPW's proposal from 5/1/25, attached
 - Hours of Work - CPPW's proposal from 5/1/25, attached

ARTICLE __ VACATIONS

Section 1, Accrual. All employees shall receive vacation leave with pay as follows:

- (a) Annual vacation leave for employees shall be computed based on all time in pay status during each calendar year. The rate that annual vacation leave accrues shall depend upon the number of years total service for the City, whether or not total service was broken. Beginning with January 1, of the year in which a full-time employee reaches the following service anniversaries, vacation leave shall accrue at the following rate listed on the next page:

Years of Service	Days/Year based on 8-hour workday	Hours/Year	Hours/Bi-Weekly Pay Period
0	14	112.06	4.31
1	14.5	116.22	4.47
2	15	120.12	4.62
3	15.5	124.02	4.77
4	16	128.18	4.93
5	16.5	132.08	5.08
6	17	136.24	5.24
7	17.5	140.14	5.39

8	18	144.04	5.54
9	18.5	148.2	5.70
10	19	152.1	5.85
11	19.5	156	6.00
12	20	160.16	6.16
13	20.5	164.06	6.31
14	21	168.22	6.47
15	21.5	172.12	6.62
16	22	176.02	6.77
17	22.5	180.18	6.93
18	23	184.08	7.08
19	23.5	188.24	7.24
20	24	192.14	7.39
21	24.5	196.04	7.54
22	25	200.2	7.70
23	25.5	204.1	7.85
24	26	208	8.00
25	26.5	212.16	8.16
26+	27	216.06	8.31

- (b) Employees who share a budgeted full-time position and serve for thirty- six (36) hours in each pay period shall be allowed one-half the accrual rates outlined in subsection (a) above. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in (a) above.

- (c) Regular part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall accrue vacation in accordance with the number of hours served. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in (a) above.
- (d) An employee's vacation is deemed earned and shall be accredited each payroll period but shall not be available until completion of one (1) month of continuous service.

Section 2, Total Service. In computing vacation "anniversary" date as used in Section 1 of this Article:

- (a) Includes time while on leave of absence with pay or military leave without pay.
- (b) Includes any time under temporary appointment in City service, employment by the Commission of Public Docks, the Exposition-Recreation Commission, and Prosper Portland.
- (c) Includes absence because of an on-the-job injury up to one (1) year.
- (d) Excludes time in City service for which employee receives or received pension benefits.

Section 3, Continued Vacation Accrual. Employees shall continue to accrue vacation credit for a period of one (1) year because of an absence caused by on-the-job injury, provided that the employee returns to work in accordance with the City's Human Resources Administrative Rules on Vacation Leave.

Section 4, Maximum Vacation Accrual.

- (a) Vacation credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits in excess of that amount will be forfeited at that time. Credits accrued after that date shall not be reviewed until the following January. The scheduled

usage of vacation time shall conform to staffing requirements established by the bureau. If a forfeiture of credits is the result of the City's denying leave or canceling an approved vacation in the latter part of the calendar year or the result of an extended industrial injury, then the Bureau Director may allow the restoration of forfeited credits.

(b) Whenever an employee is terminated, the accrued vacation time shall be paid to the employee in a lump sum. Whenever an employee is laid off, the accrued vacation time shall be paid out unless the employee is redeployed, including temporary appointment, to another City position with no break in service dates.

Section 5, Scheduling Vacation Leave.

- (a) Employees shall be permitted to choose either an hourly, daily, weekly, split or entire vacation. However, employees must receive prior approval for use of vacation time.
- (b) Employees shall have the right to determine their vacation leave times on the basis of seniority in accordance with schedules established by the bureau. Employees may exercise this seniority option only once during any calendar year.
- (c) The deadline for management to respond to vacation requests will be five working days. If after the fifth day of the requesting employee's regularly scheduled workday, an employee's vacation request has not been responded to, the employee may advance their vacation request up to and including the Bureau Director or their designee.
- (d) A bureau and the Union may mutually agree to implement an alternative method of approving vacations. The agreement can cover a work unit, a classification, or the entire bureau. Any such agreement will be made in writing and will be copied to the Union and the Bureau of Human Resources prior to implementation.

Section 6, Vacation Cashout.

Employees may cashout up to **40 hours** of accrued vacation leave annually. Employees wishing to use the vacation cashout benefit shall put in a request no later than

December 1st of each year. The cashout shall be paid by December 31st of that same year.

Article ____: Wages

Section 1: Guaranteed Wage Increase in Lieu of Step System

Fiscal Year 2025: On July 15, 2025, all CPPW-represented members will receive a guaranteed wage increase (separate from any COLA adjustment) of four percent (4% for July 1, 2025-June 30, 2026, unless they are already at the top of the salary range. No employee will be paid above the top of the salary range as a result of the increase provided for in this Section.

Section 2: Promotion

For employees promoted during the term of this agreement, if the employee's salary prior to promotion is greater than or equal to the entry level for the higher classification, the employee's salary upon promotion shall be at a minimum five percent (5%) increase in pay.

[BARGAINING NOTE: The City is willing to agree to 5% for promotion based on the fact that there is no step system in place for this unit. If and when the parties bargain a step system, City's intent would be to align the promotion language with other labor contracts that provide for promotion to step that provides at least a minimum of 3%.]

Section 4: Pay Equity

- a. The City will continue to perform pay equity analysis for employees upon hire or promotion, or if requested by a member.
- b. All employees undergoing a pay equity analysis may submit a full and comprehensive resume of experience to the hiring manager within 48 hours of the job offer. This full and comprehensive resume will be used in the pay equity analysis for placement on the salary range.
- c. The City considers the following bona fide factors, including but not limited to, seniority, merit and experience (internal to and external to the City and direct and indirect), or some combination of these factors.

Section 5: Premium Pay

Employees will receive additional pay added to base wages for any of the reasons below. Employees may receive as many types of premium pay as are applicable.

Longevity Pay

1) Upon completion of their tenth consecutive year of service as a permanent employee of the City, employees shall receive longevity pay of two percent (2.0%) to their base pay.

3) Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.

Working Out of Classification

1) Whenever an employee is temporarily assigned to a higher classification, that employee shall be paid an additional five percent (5%) of their base salary or the minimum rate of pay in the higher classification, whichever is higher. Compensation for out-of-class assignments may be provided only if assignment is preauthorized and the employee has substantially performed the work of the higher classification for all hours worked out of class after the first day.

[BARGAINING NOTE: The City is willing to agree to 5% for working out of class based on the fact that there is no step system in place for this unit. If and when the parties bargain a step system, City's intent would be to align the WOC language with other labor contracts that provide for WOC at the appropriate step with a minimum of 3%.]

2) Employees do not receive out-of-class pay when on paid leave or holiday status. Leave accrual rates and holidays shall be paid at the employee's base rate for working-out-of-class assignments.

If a represented employee is subsequently appointed to the higher classification through a recruitment process, credit may be given for all accumulated out-of-class service in that classification in the previous five (5) years for the purpose of determining salary range and anniversary date.

3) No full-time position covered by this agreement shall be filled on a temporary basis by an employee working out of class for longer than four (4) months . After four (4) months, the City shall notify CPPW and the employee, and the employee shall be temporarily appointed to the higher job classification if the work is continuing.

Language Pay

Employees who are eligible to receive the language differential through the City Language Pay Differential Program will receive a bilingual pay differential of \$1.00 per hour to their base wage for all hours worked. Passage of the verbal language proficiency test is required to receive the language pay differential. The differential is only paid on hours worked. It does not apply to paid leaves, holidays, or other paid time off. This premium is not subject to the grievance procedure.

Section 6: Cost of Living Adjustment

Effective July 1, 2025:

- a. The classifications and salaries for the period July 1, 2025 to June 30, 2026 will increase by two and four-tenths percent (2.4%).

Article: Duration

Section 1. This Agreement is effective upon ratification by the parties and will remain in effect until December 31, 2027. Unless either party notifies the other in writing no later than July 15, 2027 that it wishes to modify this Agreement, the Agreement will automatically renew. If either party gives timely notice to the other as herein provided, the City and the Union agree to meet and negotiate without unnecessary delay. This Agreement shall remain in full force and effect during periods of negotiations.

Section 2. Notwithstanding Section 1 of this Agreement, the parties agree that the following articles will be subject to reopened contract negotiations in 2026:

Wages

Layoffs and Recall

Standby and Callback

Hours of Work

Re-opener negotiations on these articles will commence on January 15, 2026.

ARTICLE ____

REDUCTIONS IN WORKFORCE AND LAYOFFS

Section 1, Prior to reductions in workforce.

(a) In the event that City economic indicators demonstrate the need for layoffs within the bargaining unit, the City shall notify the Union and set up a meeting between the City, appropriate manager, and the Union to discuss the economic impacts and alternatives to layoffs. Notice shall be given to the Union no later than thirty (30) days' notice to the Union before the effective date of the proposed layoff, unless exigent circumstances exist necessitating a shorter notice period.

(b) Additionally, the Union has the right to meet with representatives from the City, including the appropriate manager, to discuss the financial situation. Upon receipt of the Union's meeting request, the City has two business weeks to set up and conduct the meeting.

(c) The City and the Union mutually agree to put forth a good faith effort to arrive at alternatives to layoff and to try to come to agreement on alternatives.

Alternatives to layoffs that may be considered for cost savings may include but are not limited to:

- i. Accept a vacancy outside home bureau;
- ii. Temporary reduction in schedules;
- iii. Participation in State or Federal programs, like Workshare;
- iv. Extended temporary leave with benefits;
- v. Furloughs;
- vi. Severance incentives;
and
- vii. Retraining programs.

Section 2, Notice.

(a) The employee shall be notified that they will be laid off no later than fourteen (14) days before the layoff is scheduled to occur unless the layoff is the result of bumping or unless exigent circumstances exist necessitating a shorter notice period. If the layoff is the result of bumping, the employee shall be notified that they will be laid off no later than seven (7) days before the layoff is scheduled to occur unless exigent circumstances exist necessitating a shorter notice period.

- (b) The employee must notify the City whether they wish to exercise their seniority rights no later than two (2) business days after being notified of the layoff.

Section 3, Layoff & Seniority.

- (a) In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced subject to the stipulations in the remainder of this Section.
- (b) Classification seniority for purposes of layoff and recall shall be determined as the length of continuous service in the classification based on the current job entry date. Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, or retirement. However, seniority shall continue to accrue during any leave of absence granted under the provisions of this agreement.
- (c) In the event of a reclassification resulting in regular appointment in the new classification, seniority for the incumbent unless otherwise established, shall be retroactive to the date the written request for reclassification and all required supporting documentation were filed with the Director of the Bureau of Human Resources.
- (d) A tie in classification seniority shall be broken and greatest seniority determined first by the greatest length of service with the City; if a tie remains, then, the date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then, by whatever job-related method approved by the Human Resources Director.

Section 4, Seniority Rights.

- (a) When a full-time employee is laid off due to a reduction in the work force that employee shall be permitted to exercise seniority rights to bump other employees in the sequence described below, providing such employee has greater seniority than the employee who is being bumped, and further providing the employee is qualified to perform the work of the employee being bumped. Any disagreement as to the qualifications of employees in regard to this Article may be taken up through an appeal to the Human Resources Director. Provided however, during any bumping process the qualifications of the position will not be changed or added to in order to exclude an employee who would otherwise be able to exercise their seniority rights.
- (b) All employees who are reassigned based on their exercise of seniority rights will be given at least one (1) business day's notice before the transition takes effect.

(c) For the purpose of seniority rights current CPPW represented classifications will be divided into two categories: general & specific. These two categories will have unique processes for engaging seniority rights.

- i. Specific Classifications: Environmental Regulatory Coordinators, Multimedia Specialists, Business Technology Representatives.
- ii. General Classifications: Administrative Specialist series, Analyst series, Coordinator series, and Financial Analyst series.
 - a. For the purpose of seniority rights, Coordinator I(E) and Coordinator I(NE) will be treated as the same classification.
- iii. Any additional classifications subsequently represented by the Union will be placed in one of the above categories by mutual agreement of the City and the Union.

Section 5: Seniority Rights Process.

If more than one employee is to be laid off within the same classification and Bureau, seniority rights processing will begin with the employee with greatest seniority who has been identified for layoff.

For the purpose of this Section, offices organizationally structured under the City Administrator but not in a service area shall be treated as individual bureaus. For any bureaus not in a service area, seniority protection process will disregard the steps referencing service areas below.

a. Specific Classifications Seniority Rights Process

1. The employee is placed in a vacancy in the same classification first within the employee's assigned bureau, if none, then within the assigned Service Area, if none, then City-wide.
2. If no vacancy in the same classification exists City-wide, the employee may bump the least senior employee in the same classification in the employee's bureau.
3. If no employee with less seniority in the same classification exists in the bureau, the employee may bump the least senior employee in the same classification in the Service Area.

4. If no employee with less seniority in the same classification exists in the Service Area, the employee may bump the least senior employee in the same classification City-wide.
5. If the employee exhausts all options in steps 1-4 then they are laid off.

b. General Classifications Seniority Rights Process

Employees in General Classifications may exercise their seniority rights based on bumping within the employee's Bureau or Service Area and subject to a qualifications assessment.

1. Once the City has identified a position for layoff in a general classification, the employee in the affected position may move into a vacant position within the same classification in the same Bureau.
2. If no vacancies exist in the Bureau, then the employee may move into a vacant position in the same classification in the same Service Area if the bumping employee is qualified to perform the work.
3. If no vacant position is available, the employee may bump a less senior employee in the same classification and the same Bureau if the bumping employee is qualified to perform the work. If no such vacant position exists in the Bureau, then the employee may bump a less senior employee in the same classification in the same Service Area if the bumping employee is qualified to do the work.
4. The exercise of bumping rights under this Section is subject to a qualifications assessment at HR's discretion as described in Section 4, Seniority Rights.
5. If no employee with less seniority in the same classification exists in the Bureau or Service Area that the employee could bump, and the employee previously held status in a different classification, the employee may move into a vacant position in that previously held classification in the employee's current Bureau or Service Area, if the employee is qualified for the position.

Section 6, Layoff Due to New Technology.

In the event of adoption of a new technology which, because of a lack of qualifications of employees, may result in the layoff of employees or in the creation of a new job classification, the employer shall meet with the Union, at its request, to discuss training opportunities and other methods which might exist to reduce the impact on employees. Nothing in this provision is intended to limit the bargaining or contractual rights under the PECBA or any other provision of this Article.

~~The City shall maintain transparency regarding the implementation of any artificial intelligence technology that has the intended purpose of eliminating a position(s) covered by this contract. In the event that the City~~

~~implements A.I. technology that results in the elimination of a position(s) covered by this contract, the provision of this Article will apply.~~

Section 7, Layoff Resources.

- (a) If an employee either opts out of enacting their seniority rights or has no seniority rights available to them and is laid off, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of final notice of layoff.
- (b) The Bureau of Human Resources will provide the following assistance to place the employee in any vacancy for which the employee possesses the required qualifications:
 - 1. Assess the employee's qualifications.
 - 2. Review the employee's resume and provide feedback. Assist the employee to revise their resume if requested.
 - 3. Provide the employee with information on the recruitment process.
 - 4. Allow the employee to participate in limited recruitments.
 - 5. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.
 - 6. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.
- (c) This assistance, if requested, will be provided until the employee is recalled under the provisions of this Article or for a period of 120 days from the date of the final notice of layoff whichever occurs first. This assistance does not guarantee that the employee will be placed in a City position.
- (d) If the employee obtains a permanent position with the assistance described above, their name will be removed from the layoff list for recall to their former position.

Section 8, Recall and Benefits Upon Layoff/Recall.

- (a) Recall shall be administered by the City in accordance with Human Resources Administrative Rule 7.06. The City agrees that changes to this rule are required to be bargained with the Union.
- (b) Leave accruals upon recall shall be administered in accordance with Human Resources Administrative Rule 7.06.

Upon layoff, employee will be paid for all vacation leave, deferred holidays, and comp time accruals.

Management Rights

Section 1. The City shall exercise sole responsibility for management of the City and direction of its work force, except as expressly limited by the terms of this Agreement. To fulfill this responsibility, the rights of the City include but are not limited to: establishing and directing activities of its employees; determining standards of service and methods of operation, including contracting out only as provided for in this Agreement; establishing procedures and standards for employment and promotions, layoffs, and transfers; to discipline or discharge for just cause; determine job descriptions; determine work schedules; assign work; and any other rights, except as limited by the terms of this Agreement.

The City's management rights also include the ability to assign or modify duties and methods of operation as necessary to continue to provide services during emergencies and other exigent circumstances.

Article ____ Contracting Out

Section 1. Prior to contracting out, the City will consider whether the need can be addressed by hiring temporary or limited duration employees. The City will utilize its employees to perform bargaining unit work exclusive to job classifications that are represented by CPPW, but the City reserves the sole right to contract out for work subject to the following guidelines.

1. Emergency: Work required by circumstances that are beyond the control of the City including, but not limited to, weather related events.
2. Statutory Compliance: Work that is contracted out in order to meet requirements imposed by federal or state statute.
3. Extreme Risk: Work that poses an extraordinary personal safety hazard.
4. Warranty Work: Work provided by the vendor or manufacturer at no additional cost.
5. Proprietary: Work that is required to be performed by the vendor or manufacturer or an authorized provider due to the proprietary nature of the product involved.
6. Urgent: Work that is extremely time sensitive and of a limited duration, for which existing staffing level is unable to respond without substantial disruption of City services or workload assignment. .
7. Limited: Work that falls under the small procurement limit under the Portland City Code
8. Peak Load/Capacity: Work that existing staffing levels or bureau resource capacity is unable to cover in a timely manner without disruption of City services or workload assignment .
9. Unavailable Specialized Skills: Work that involves special skills that bargaining unit members do not possess or that could not be adequately trained in time to complete the needed project work.
10. Neutrality: Work that requires or benefits from a neutral third party such as, but not limited to, audits, facilitation, or analysis.

The City shall have authority to determine the need to contract out work, subject to the limitations of this article. The Union may challenge the City's determination through the grievance process if none of the exceptions in

Section 1 apply.

Section 2. The City will provide written notice to the Union of its intent to contract out bargaining unit work. The written notice shall include the scope of work, the duration and cost of the contract, potentially impacted classifications, and the reason(s) from Section (A) for contracting out.

- 1) Notice will be provided at the time the Request for Proposal is advertised or when work will be contracted out for six (6) months or longer.
- 2)
If a grievance is filed under Article X4.X4 and its subsections, the remedy under these sections shall be to provide the required notice. and to pay Union dues for the period of time that the Union-represented work was contracted out in violation of the Article
- 3) The Union may request a quarterly meeting with Bureau staff to discuss information provided under this Section. 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. The City will provide a utilization report of contracted work to be reviewed annually.

Section 3. Where contracting out may result in bargaining unit employees being laid off, the City will notify the Union of any such plan to contract out before the plan is actually executed and contracting out has been done. The Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

ARTICLE ____ HOURS OF WORK

Section 1. REGULAR HOURS. The regular hours of work each day shall be consecutive except for meal periods. Provided however that nothing in this Article is intended to interfere with flexible scheduling on an ongoing or ad hoc basis.

- a. FLSA exempt employees may utilize flex time in accordance with HRAR 8.03 Absences of Less than One Day.

Section 2. TRAINING SESSIONS, WORKSHOPS, AND MEETINGS. Required or bureau-paid attendance at work-related training sessions, workshops and other meetings, whether before, during or after the employee's regular work schedule, is work time.

Section 3. WORK SCHEDULES.

Employees must work a schedule that allows them to complete their assigned duties and be accessible to coworkers. With mutual agreement between the employee and their manager, an employee may work a schedule other than the standard and compressed workweek schedules set forth in this Article. Absent agreement with the manager to work an alternative schedule, employees will be assigned one of the following schedules:

STANDARD SCHEDULE. The standard full-time work week shall consist of a fixed Monday-Friday schedule of eight (8) hours of work within a day, with two consecutive days off each week on Saturday and Sunday.

COMPRESSED WORKWEEK SCHEDULES.

- Four 10-hour days, with one day off during the workweek.
- Four 9-hour days and one 4-hour day.
- Eight 9-hour days, one 8-hour day, and one additional day off every other week.

Section 4. Work on Weekends. The standard workweek will normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily. The City will provide reasonable advanced notice when work on weekends is required.

Section 5. Schedule Changes. Except as provided in Section 7 of this Article (Emergency Schedule Changes), the City will provide advanced notice of change in an employee's regular work schedule, excluding overtime work required. Notice under this section will be at least seven (7) calendar days before the change is to become effective. The City must provide this notice in writing and the change must be effective for at least seven (7) calendar days.

Section 6. MEALS AND REST PERIODS.

Rest Periods. Unless otherwise provided herein, work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift which shall be counted as hours worked. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees shall not receive additional pay for rest breaks that are not taken.

Rest Periods, to Express Milk. Reasonable rest periods of no less than thirty (30) minutes shall be provided to any employee who have a child eighteen (18) months or younger for the purpose of expressing milk. Whenever possible the thirty (30) minute rest period should coincide with the employee's regular rest period. If the rest period to express milk does coincide with the employee's regular rest period, for FLSA covered employees, fifteen (15) minutes of each thirty (30) minute rest period for expressing milk is paid. Employees may be allowed to work before or after their regular work shift to make up the amount of time used during the unpaid portion of the rest break.

The employee must be provided with a private location, in close proximity to their work area, to express milk. The employee must be able to express milk concealed from view and without intrusion by other employees. A public restroom, cleaning supply closet, or toilet stall are not acceptable locations.

An employee who intends to express milk during work hours must provide their supervisor with reasonable verbal or written notice of their intention to allow sufficient time to make the necessary preparations to comply with this rule.

Certain types of work may make it an undue hardship on bureau operations to allow an employee to express milk during work hours. If a manager or supervisor believes there is an undue hardship that would preclude such rest periods, they should consult with their Bureau's HR Business Partner.

Meal Periods. Unless otherwise provided herein, all FLSA non-exempt employees shall be granted an unpaid meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift unless extended by mutual agreement of the employee and their supervisor. Whenever possible, the meal period shall be scheduled approximately mid-shift. If an employee is directed to work through a meal break, the meal break will be rescheduled or the employee will be paid for the time worked. Employees shall not receive additional pay for meal periods that are not taken. Employees working overtime or a schedule other than their regular shift will be provided meal and rest breaks as required by state law.

Section 7. EMERGENCY WORK SCHEDULING. During an emergency, changes to an employee's scheduled working hours (i.e., shift) may be necessary. This section applies to FLSA overtime eligible workers.

Definition of Emergency. An emergency is indicated by either a State of an Emergency called by the Mayor or the activation of an Incident Command System.

Work Schedule Changes Without Notice Due to Emergency. During an emergency, the City may make changes to employees' normally scheduled working hours without the notice required under section 5 of this Article. For any such change, an employee's first shift on the new schedule during the emergency, shall be paid at the rate of one and a half times their normal rate.

The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Any hours over sixteen (16) will be paid at the double time rate.

There shall be no pyramiding of overtime rates.

Employee Right to Return to Regular Work Hours. At the end of an emergency, employees shall retain their right to return to their regularly scheduled workweek.

Section 8. Telework Arrangements

In accordance with HRAR 4.04 Telework, employees may request a telework arrangement. Should the provisions of HRAR 4.04 change, the City and the Unions will meet to negotiate over the impact of the change(s).

Telework arrangements are by mutual agreement and will not be unreasonably denied. If a telework agreement is denied, it will be done so in writing and state the reason for the denial. Final decisions regarding denial of telework arrangements are at the discretion of the City and are only subject to steps 1 and 2 of the grievance procedure. Such decisions are not subject to arbitration.

Employees and Managers should work to determine a telework schedule that meets personal preferences and organizational needs, taking into consideration possible technology or process changes to reduce impacts. Routine telework may require that an employee still be present at a City facility as needed. Management shall provide as much advance notice as practicable when directing an employee to report on site outside of their previously approved telework schedule.

If the City determines that a position's hybrid or remote work location status is incompatible with the duties of the work assignment or the operational needs of the work unit, an employee will be given at least six weeks' notice of a return to office.

Any employees who are required to report to work in person 100% of the time shall receive three (3) additional personal holidays, effective upon ratification of the contract.

ARTICLE ____ STANDBY AND CALLBACK PAY

- 1) **Standby Duty.** Employees working within the Bureau of Environmental Services and the Victims Services Advocate group in the Portland Police Bureau, and the Duty Officer(s) in the Portland Bureau of Emergency Management, may be assigned Standby Duty. For the purpose of this article, Standby Duty is defined as a requirement that an employee remains available and fit for duty during nonworking time and must promptly respond if needed. The employee on Standby Duty must respond to the initial contact from the City within five (5) minutes. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of sixty (60) minutes, absent unusual circumstances. Employees in the standby group are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times.
- 2) **Standby Pay.** Employees on standby will receive 0.13 hours of straight time in pay or as comp time for every hour of time that they are expected to be on Standby Duty. It is the employee's choice whether to receive pay or comp time. Comp time under this Section is subject to the provision of Article ____ (Overtime), Section 2 (Compensatory Time).
- 3) **Callback Pay.** If an employee identified in Section 1 is required to physically report while in standby status, the employee will be paid at the rate of one and one-half (1.5) times their hourly rate for all time worked, beginning when the employee reports to the worksite and ending when the work is complete, or a minimum of one hour at the rate of one and one-half (1.5) times their hourly rate for the callout, whichever is greater. For all work performed remotely, the employee shall be entitled to flex their time. This provision does not apply when an employee is required to work additional time that is adjacent to their scheduled work hours.