Advance Copy: Uncorrected Proof Version

Note: This is the text of the Tentative Agreement. This version is uncorrected. It has poor formatting, is likely inaccessible to screen readers, has flagged details needing confirmation before finalization, and has not been proofread.

The final language of the contract should not change substantially from this text. CPPW's intention is that the final version will be accessible, orderly, well formatted, and proofread.

The lawyers are in the process of sorting out the final version, but CPPW leadership wanted to get members an advance copy to review as soon as possible.

When the final version is ready, it will be shared.

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF PORTLAND

AND

THE CITY OF PORTLAND PROFESSIONAL WORKERS' UNION

Effective upon Ratification until December 31, 2027

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PREAMBLE

This agreement entered into by the City of Portland, Oregon, hereinafter called the City, and City of Portland Professional Workers Union (CPPW), hereinafter called the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

This City recognizes the Union as the exclusive representative and sole collective bargaining agent for all employees of the City in the following classifications: Coordinators I, II, III, Analysts I, II, III, Administrative Specialists I, II, III, Financial Analysts I, II, III, Environmental Regulatory Coordinators, Technology Business Representative, Multimedia Specialists excluding supervisory, managerial, and confidential employees.

If the title of a classification in the bargaining unit changes and the job duties are not significantly altered or changed, the new classification will automatically become part of the bargaining unit and subject to the terms of this Agreement.

ARTICLE 2 – NON-DISCRIMINATION

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

ARTICLE 3 – 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 4 – NO STRIKES AND NO LOCKOUTS

Section 1. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure. A strike includes any work

stoppage, protest, sympathy strike, refusal to cross a picket line, or withholding of labor for any reason. For purposes of this article, picketing shall mean an activity in which a worker or group of workers protest outside a building with the intent of preventing other workers from going inside or coming outside.

Section 2. ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike.

Section 3. If an employee encounters a labor dispute picket line that prevents them from entering an assigned work location, the employees shall immediately contact their supervisor. The supervisor will provide direction that ensures employee safety and the completion of the employee's City work.

ARTICLE 5 – 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.

a. Emergency: Work required by circumstances that are beyond the control of the City including, but not limited to, weather-related events.

b. Statutory Compliance: Work that is contracted out in order to meet requirements imposed by federal or state statute.

c. Extreme Risk: Work that poses an extraordinary personal safety hazard.

d. Warranty Work: Work provided by the vendor or manufacturer at no additional cost.

e. 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.

f. 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.

g. Limited: Work that falls under the small procurement limit under the Portland City Code

h. 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.

i. 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.

j. 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 the sole authority and final determination on the need to contract out work. If the Union believes that the City has engaged in contracting out that is inconsistent with the guidelines in the Article, it may submit a grievance at steps 1 and 2 of the grievance procedure. Contracting out decisions are not subject to arbitration.

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 1 for contracting out.

a. 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.

b. 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 6 – JOINT LABOR AND MANAGEMENT COMMITTEE

The City and the Union agree to meet at least four (4) times over the first year of the contract to develop the structure and authority of a CPPW-City Labor and Management Committee ("committee"). Thereafter, the parties will meet periodically on an as yet to be determined basis, but no less than four (4) times per year. The CPPW Labor and Management Committee will address topics of mutual interest.

ARTICLE 7 – SAVINGS CLAUSE

Should any part or any provision of this contract be rendered or declared invalid because of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the invalidation of the part or portion of this Agreement shall not invalidate the remaining portions of the contract. The parties agree immediately to meet and negotiate the invalidated provisions. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 8 – 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 Article, the parties agree that the following articles will be subject to reopened contract negotiations in 2026:

a. Wages

b. Layoffs and Recall

c. Standby and Callback

d. Hours of Work

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

ARTICLE 9 – 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 10 – HOLIDAYS

Section 1. Holidays.

a. The following holidays shall be recognized and observed as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Jr Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving
- Christmas Day (December 25); 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 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 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 paid holiday listed in Section 1(a) and bank those hours as a deferred holiday. 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 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 and following the holiday. 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 11 – SICK LEAVE

Section 1. General.

a. Sick leave may be used for an employee's own illness, injury, or other health condition, including medical and dental appointments. Sick leave may also be used by victims of domestic violence, criminal harassment, sexual assault, 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 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:

a. Notify the employee there are concerns related to their sick leave use;

b. Assist the employee in reducing the amount of sick leave if/when possible.

The employee may request that a Union representative is present during sick leave usage counseling.

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:

a. 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.

b. 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 4. Maximum Accumulation. There is no maximum amount of sick leave an employee may accrue.

Section 5. 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 6. 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 7. 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 recredited to the employee's account, unless the City and employee agree and arrange, in writing, for recovery and recrediting.

ARTICLE 12 – OVERTIME

This article applies to those employees who are categorized as FLSA non-exempt, unless otherwise noted.

Section 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 in excess of forty (40) hours in a workweek.

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 this Agreement.

b. 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. Shift differentials will not be paid on overtime hours.

e. 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.

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

Section 2. Compensatory Time. With approval from the City, employees shall have the option to accrue compensatory time at the rate of one and one-half hours for each hour of overtime, 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.

c. At the end of the fiscal year employees may 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.

ARTICLE 13 – 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:

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. 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.

ARTICLE 14 – OTHER LEAVES

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 will comply with its duty to bargain under State law.

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 2. 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 leave may be used to cover all or part of 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 under FMLA, or OFLA, the Oregon Paid Family and Medical Leave law, or Washington Paid Family and Medical Leave.

Section 3. 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).

Section 4. 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.

Section 5. City Paid Immigration, Tribal and Citizenship Leave. An employee may use up to forty (40) hours of City paid time 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 will require written documentation corroborating the dates of the requested Immigration and Citizenship leave.

Section 6. 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 B– Unpaid Leave Options

Section 1. 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.

Section 2. 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 3. 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. 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 4. 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 resignation.

ARTICLE 15 – HEALTH AND LIFE INSURANCE

The parties agree to the continuation of the City-wide Labor/Management Benefits committee. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), AFSCME Local 189, the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17 (PROTEC-17), PPA representing Emergency Communications Operators (BOEC), Laborers, Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME Local 189 representing the Auditor's Office, City of Portland Professional Workers (CPPW) and Laborers' Local 483 representing Portland City Laborers (PCL). The remaining members shall be appointed by the City. There will be an equal number of representatives from labor and the City.

A quorum of members is required for the committee to act. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.

The committee shall select its chairperson, who shall serve at the will of the committee.

In order to make a recommendation to the City Council, a quorum of committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

The committee shall meet at least quarterly and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two-party rate would be $298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is $350 per month per employee, the City contribution will be increased $52 per month per employee on the self-insured plan to give credit for the change.

Section 1. Benefits Eligibility. The City offers healthcare benefits to full-time employees and regular part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes and rules.

Full-Time Employees. Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period.

Regular Part-Time Employees. Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Section 2. City/Employee Contributions

Self-Insured Medical Plan or Kaiser Plan. The City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party,

two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

The City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who did not receive a preventive health examination within the prior two (2) full calendar years shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

Newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.

Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided.

Percentage of City Contribution based on employee status. The amount of contributions which the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Employer Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%

64 – 71	88%
72 – 80	100%

The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and is in paid status.

High Deductible Health Plan (HDHP). The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

Medical Coverage Opt Out. For the Agreement's term, a benefits-eligible employee with alternate group medical coverage may opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution discussed above and shall receive a cash payment every payday.

Cash Payment	One Party	$25.00 per payday
	Two Party	$45.00 per payday
	Family	$62.50 per payday

Employees may elect to receive the cash payment as cash (subject to withholding).
The City shall pro-rate the cash payment discussed above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours.

Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council. For purposes of this agreement, the phrase "domestic partners" shall be as defined by the Labor-Management Benefits Committee.

Section 3. Health Fund Reserves. The Health Fund shall be maintained with adequate reserves to meet fund obligations.

The term "excess reserves", as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund but shall be subject to separate reporting to the committee.

The Health Fund and all reserves associated with the Fund must be maintained in an interest-bearing account. Fund reserves shall be pooled and shall not be allocated on an individual employee or employee group basis.

Section 4. Retiree and Survivor Benefits. The City shall make available to a retired employee and their eligible dependents, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until both the retiree and spouse (or domestic partner) become eligible for federal Medicare coverage.

The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City and employee contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

Section 5. Life Insurance. The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

The value of the policy shall be $50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

The City shall make available supplemental life coverage on a voluntary, employee paid basis.

Section 6. Disability Insurance. The City shall provide each employee with a long-term disability insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

Section 7. VEBA. The parties agree to create a Labor Management workgroup to explore a Voluntary Employee Beneficiary Association (VEBA) for employees covered by the CPPW.

ARTICLE 16 – RETIREMENT PLAN

Throughout the term of this agreement, the City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), and shall continue to "pick-up," assume and pay the employee contribution to the Public Employees Retirement System, currently six percent (6%), as specified in Chapter 238 or 238A of the Oregon Revised Statutes.

ARTICLE 17 – TYPES OF EMPLOYMENT

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 and have all the responsibilities and contractual rights of regular employees, except for Article (xxxx) – Discipline and

Discharge), Article (xxxx) Reductions in Workforce and 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 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 XXX – Recognition, Article XXX– 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.

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.

Full-time temporary employees are at-will and only the following contract articles will apply to full-time temporary employees: XXXX

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

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

ARTICLE 18 – 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 two percent (2%) 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.

Section 3. 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 4. 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.

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.

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 5. 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 19 – RECLASSIFICATION

Section 1. The Bureau of Human Resources shall give the Union and any incumbent employees notice of any request by the bureau for reclassification of a bargaining unit position. An incumbent employee or the Union may request consultation with the Bureau regarding the potential impact of the reclassification. The consultation request must be made within 10 days of receiving notice. A consultation period of 14 days shall be provided if requested prior to implementing the reclassification.

a. The City shall maintain a procedure for employees to initiate reclassification reviews. Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with Human Resources Administrative Rule 8.05 – Classification. The Union recognizes that the Human Resource Director has the sole authority to classify or reclassify positions.

b. Employees who believe they are misclassified or have been assigned work outside of their current classification should notify their Supervisor or Manager in writing within sixty (60) calendar days of performing higher level duties of work. If the Manager/Supervisor agrees a reclassification is appropriate, the supervisor or manager will request a review of the position(s) by the Bureau of Human Resources, per HRAR 8.05. If the employee's Manager/Supervisor disagrees with the request, the employee may proceed with the request using the process outlined in HRAR 8.05. The effective date of the reclassification action with respect to the employee's tenure, seniority, and status shall be the date the written request for reclassification and all required supporting documentation were filed with the Director of Human Resources unless another date is established by the Director of Human Resources.

c. Granting of Status. When a position is reclassified, the incumbent shall be granted status in the position when the following criteria are met:

    i. Management makes a request to grant status when going through the position reclassification process; and

    ii. The employee is the current incumbent for the position being reclassified and has occupied the position and has performed substantially all the duties of the new classification; and

    iii. The employee being granted status meets the qualifications for the new classification.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action imposed on any employee may be processed as a grievance through the regular grievance procedure except for an employee who has not yet passed their initial probation or who fails to successfully complete the initial probationary period.

Section 2. Disciplinary Action. Disciplinary actions or measures shall include only oral reprimand, written reprimand, demotion, suspension, and discharge. If an employee is issued an oral reprimand it will be provided in writing, at the time it is given. All such disciplinary actions are subject to the grievance procedure, except for oral reprimand. Coaching and counseling is not considered discipline. If the City has cause to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion.

Section 3. Performance Improvement Plan If the parties agree, a Performance Improvement Plan (PIP) may be used in place of the disciplinary steps prior to discharge in cases of employee performance problems. When a Performance Improvement Plan is used in place of discipline, the content of the PIP will be mutually agreed upon and either parties' offer or refusal to agree to a PIP shall not be used against them in the grievance procedure.

Section 4. Investigative Interviews and Due Process If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such meeting. The City shall make every effort to also notify the Union Representative when an employee has been or will be scheduled for an investigatory meeting. Failure to notify the Union is not grievable.

Section 5. Disciplinary File. Records of oral or written reprimand may be removed from an employee's personnel file after one year, upon the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such reprimands from the file shall not be unreasonably withheld.

Section 6. Civil Service Board. Upon appeal of any discharge, demotion or suspension before the Civil Service Board, any grievance filed under this Article will be withdrawn.

ARTICLE 21 – GRIEVANCE PROCEDURE

Section 1. General. To promote positive City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used for that purpose.

The Union shall have the right to file a grievance with or without the consent of the employee(s) involved. The City and the Union are committed to providing employees with access to the grievance process. The City will provide accommodations as required under the ADA and will not put barriers in place for the Union to provide employees with language access to the grievance process.

Section 2. Contents of Grievances and Responses.

a. Step 1 and Step 2 grievances shall be in writing and clearly identified as a "Grievance" and shall include the following information:

i. the date the grievance is filed;
ii. the name of the grievant(s);
iii. the article(s) of this agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause, hereafter referred to as the "grievance matter";
iv. the date and place, the grievance matter occurred, or was discovered;
v. a short narrative explaining the facts and reasons supporting the grievance;
vi. the remedy being sought; and
vii. whether the grievant(s) is requesting an ADA accommodation to ensure they can participate in the grievance process.

All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

b. All responses to grievances shall be in writing and clearly identified as a "Grievance Response." All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:

i. the date of the response to the grievance;
ii. the name of the person making the response;
iii. the decision sustaining or rejecting the grievance;
iv. the proposed remedy if the grievance is sustained;
v. and a short narrative explaining the facts and reasons supporting the outcome of the grievance.

Section 3. Time Periods and Procedure.

a. For purposes of this article, all days are calendar days. All grievances must be submitted according to the timelines set forth in this article. Any grievance that is not submitted within these timelines is untimely and not subject to this procedure or arbitration.

A grievance involving a suspension, demotion, or discharge shall be filed directly to Step 2 within thirty (30) days of the receipt of the written notice of the imposed suspension, demotion, or discharge. In all other cases, the parties may proceed to Step 2 upon mutual agreement. Failure by the City to respond in writing within the time limits at any level shall render the grievance automatically appealed to the next step in the grievance procedure. If the Union does not advance a grievance in accordance with the timelines set forth in this Article, the grievance will be resolved in accordance with the City's most recent grievance response. By mutual agreement between the parties any deadlines set forth in section 3 shall be extended.

Upon appeal of any discharge, demotion or suspension before the Civil Service Board any grievance filed under the terms of this Agreement shall be withdrawn.

b. Informal Step. Before initiating a formal written grievance at Step 1, the aggrieved employee(s) or the Union shall attempt to resolve the matter informally with the employee's immediate supervisor. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section.

c. Step 1. The aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall file a grievance with the Bureau Director within thirty (30) days of when the matter giving rise to the grievance occurred or could have been reasonably discovered. The Bureau Director or designee shall have twenty-one (21) calendar days to respond to the grievance.

d. Step 2. If the grievance matter remains unresolved, the aggrieved employee(s) or the Union shall have the right to seek resolution of the grievance matter from the Director of the Bureau of Human Resources within fourteen (14) days after the Step 1 response is received. The Director of the Bureau of Human Resources or designee shall have fourteen (14) calendar days to respond to the grievance.

e. Step 3. If the grievance matter remains unresolved, the Union shall have the right to seek resolution of the grievance matter through arbitration or mediation. If the Union fails to exercise its right to request arbitration or mediation of the grievance matter within twenty-one (21) days after the Step 2 response is received, the right to arbitrate or mediate the grievance matter terminates.

Section 4. **Mediation**. A grievance may proceed to mediation only by the mutual consent of the Union and the Bureau of Human Resources. The Union and the City will agree upon the mediator and time and place for mediation. If the grievance matter is not resolved by mediation, only the Union shall have the right to seek resolution of the grievance matter through arbitration. The Union's right to request arbitration of the grievance matter begins on the last day of mediation and terminates fourteen (14) days after the last day of mediation.

Expenses for the mediator's services and the proceedings shall be borne by each party in equal share.

Section 5. **Arbitration.** The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources within twenty-one (21) days of the Step 2 response unless the parties have agreed to mediation. After notification, the City or the Union shall request from the Employment Relations Board a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including after filing of briefs, if any. It may also provide retroactivity not exceeding twenty-one (21) days prior to the date the grievance was filed and shall state the effective date.

Expenses for the arbitrator's services and the proceedings shall be borne by each party in equal share; provided that, if the Union unilaterally withdraws a grievance, with or without prejudice, or the City unilaterally grants a grievance, that party shall be solely responsible for any resulting arbitrator cancellation fees. However, each party shall be responsible for any other expenses incurred by them.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

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 for each fiscal year of this agreement.

2. At the end of each fiscal year any unexpended account monies up to $30,000 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 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 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:

    i. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.

    ii. 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.

    iii. 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 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. Additional expectations of the workgroup are as follows:

    i. 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.

    ii. 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.

    iii. 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. Except for the City funding of this program, this Article is not subject to the grievance procedure.

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.

    i. The parties will meet starting 90 days from ratification of this Agreement by both the Union and City Council.

    ii. 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.

    iii. 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.

    iv. 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.

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

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

ARTICLE 23 – REASONABLE SUSPICION OF DRUG OR ALCOHOL USE

Section 1. **Definitions**. For purposes of this Article, the following definitions apply.

a. Reasonable suspicion: a legal standard of proof that is less than probable cause, but more than a "hunch." It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or odors from an employee.

b. Alcohol: colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.

c. Drugs: any controlled substance included in ORS 457.005, including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.

d. Drug paraphernalia: any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a drug.

Section 2. **Reasonable Suspicion**. The City reserves the right to determine whether reasonable suspicion exists. Only managers and supervisors trained in the signs and symptoms of drug and alcohol use may refer employees for reasonable suspicion testing. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to, direct observation of any of the following:

a. on-duty use or possession of alcohol;

b. on-duty use or possession of drugs or drug paraphernalia;

c. on-duty odor of alcohol;

d. on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);

e. pattern of abnormal conduct, erratic behavior or deteriorating work performance which can be reasonably attributed to alcohol or drug use.

For purposes of determining reasonable suspicion, the City prefers two supervisors observe and document behavior; however, if two are unavailable, then one supervisor may take action.

Section 3. **Refusal to Consent to Testing**. Where the City has reasonable suspicion to believe that an on-duty employee possesses o7 is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

a. refusing a directive to submit to a required test;

b. inability to provide a urine specimen or breath sample within a reasonable time without a valid medical reason confirmed by a physician;

c. tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;

d. leaving the collection site before the testing process is complete;

e. failing to permit an observed collection when required;

f. failing to submit to a second test when required;

g. failing to undergo a medical evaluation when required;

h. failing to cooperate with any part of the testing process.

An inability to provide a urine specimen or breath sample does not constitute a refusal where the employee has as valid medical reason for the inability to provide a specimen or sample that is confirmed by a physician.

When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.

For purposes of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.85. The parties recognize that urinalysis testing for cannabis metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

ARTICLE 24 – 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.

- 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

   i. 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.

   ii. 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.

   iii. 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.

   iv. 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.

   v. 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.

   i. 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.

   ii. 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.

   iii. 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. 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.

iv. 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:

   i. Assess the employee's qualifications.

   ii. Review the employee's resume and provide feedback. Assist the employee to revise their resume if requested.

   iii. Provide the employee with information on the recruitment process.

   iv. Allow the employee to participate in limited recruitments.

   v. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

   vi. 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.

ARTICLE 25 – PROBATION

Section 1. The probationary period for an employee serving an initial probationary period in a CPPW-represented classification shall be nine (9) months, excluding any period of time off exceeding one (1) week in duration. The probationary period for a part-time or job-share employee serving an initial probationary period may be extended up to twelve (12) months to allow for adequate hours of on-the-job training.

Section 2. The probationary period for a full-time employee being promoted to a higher classification shall be nine (9) months, excluding any period of time off exceeding one (1) week in duration. The probationary period for a part-time or job-share employee being promoted to a higher classification may be extended up to an additional three (3) months to allow for adequate hours of on-the-job training.

Section 3. During their initial probationary period employees will be given one (1) written evaluation near the mid-point and a second written evaluation approximately one (1) month prior to the end of the probationary period. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate an employee during the probationary period without recourse to the grievance procedure.

Section 4. The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union and the affected employee. Any such extension shall be in writing and include a list of training benchmarks that must be met for an employee to demonstrate successful completion.

ARTICLE 26 – PERFORMANCE NORMS AND STANDARDS

The parties recognize the City's right to establish and periodically review and revise performance norms and standards.

The City will perform performance reviews during employee probationary periods and at least annually thereafter.

The City will administer a standardized system for performance reviews for all employees in the bargaining unit. The City will review the performance review system periodically, and a representative of the Union will be invited to participate. Copies of performance reviews will be placed in the employees' Bureau personnel files.

After receiving the performance review, and by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

ARTICLE 27 – SHIFTS

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 AM

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

Section 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.

Section 3. **Second or Third Shift.** Employees who are scheduled on a second or third 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 shift:

Second/Swing: $1.50

Third/Night: $2.00

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.

Section 4. Employees eligible for FLSA overtime who are transferred from a regularly scheduled day shift to another 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. Each employee shall be

assigned to a regularly scheduled workweek and shift as provided in Article XXX, Hours of Work.

Section 5. Employees on swing or night shift who are required to attend mandatory in service training may flex their time in order to have at least ten (10) hours between shifts.

Section 6. **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.

ARTICLE 28 – STANDBY AND CALLBACK PAY

Section 1. **Standby Duty.** Employees working within the Bureau of Environmental Services, 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.

Section 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).

Section 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.

ARTICLE 29 – DATA RETENTION AND DATA BREACH

Section 1. If the City becomes aware that an unauthorized person or entity has accessed the confidential personnel information of CPP W-represented employees, whether by accident or by the acts of a third party, the City shall immediately notify CPPW and all affected members of the breach. For the purposes of this Article confidential personnel information is unencrypted, digitized information about an employee that would not be subject to disclosure under a public records request.

Section 2. The City agrees to bargain over the effects of such breach in order to minimize the impact of such breach on the CPPW represented employees

ARTICLE 30 – SAFETY

Section 1. The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

Section 2. No employee shall be disciplined for refusal to violate City or Bureau safety policies and rules or the laws of the State of Oregon.

Section 3. An employee should notify their supervisor (and safety officer or risk representative/officer when applicable) of a worksite or situation they believe is unsafe or dangerous to their personal security and work with their supervisor to make a reasonable attempt to accommodate or address safety concerns.

ARTICLE 31 – UNION SECURITY AND ACTIVITIES

Section 1. Union Membership and Dues Deduction.

a. Dues Deductions. When an employee affirmatively consents to dues or other deductions and provides written authorization to the Union, the City agrees to deduct from the employee's salary an amount equal to the fees and dues required to be a member of the Union. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the list from the Union as an accurate list of employees that have authorized such deductions. The City will direct all Union membership questions or requests to change membership status to the Union Membership Administrator.

b. Changes in Authorizations. The Union will submit notifications of changes to an employee's dues deduction authorization in a timely manner. The City will provide the Union with a Time Submission deadline for changes in authorization to be received each month. Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20th each year for the following calendar year.

c. The total amount of the monies deducted will be transmitted to the Union with an itemized statement in a timely manner.

d. The City will make dues deductions at no cost to the Union.

e. If the union provides the City with the list described in subsection (a) of this Article and the City fails to make an authorized deduction and remit payment to the union, the City is liable to the union, without recourse against the employee who authorized the deduction, for the full amount that the City failed to deduct and remit to the union.

Section 2. Indemnification. The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

Section 3. Employee Information.

a. Each pay period, the City shall furnish to the Union an electronic list of new employees who have accepted positions represented by the Union, along with hire dates or anticipated start dates. The City shall ensure new hire data processing for every employee starting work and that all new employees represented by the Union are included on the electronic list, in Excel, or similar spreadsheet program, or other delineated format. The list shall be provided by the close of the last business day of each pay period, or if the last business day of the pay period falls on a holiday, the list shall be provided by the close of business on the preceding business day. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of employment, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. For the purposes of this article, "new employees" are any employees new to the bargaining unit. This includes existing City employees that move into a classification represented by the Union, regardless of previous union affiliation.

b. The City agrees to furnish to the Union, on a monthly basis, a list of all employees in positions represented by the Union. The list shall contain the name, the employees' preferred name as listed as the SAP nickname , employee identification number, classification, classification number, Bureau, work group, type of appointment, date of hire, seniority date in current classification, dues status, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. The seniority date and dues status are for general informational purposes only. The City shall notify the Union of all employee movement within and out of the bargaining unit due to separation from employment, retirement, promotion, demotion, or transfer. When an employee transfers to another position with the City that is outside of the bargaining unit, the City will discontinue dues deductions for the employee unless the Union advises the City otherwise

Section 4. Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

Section 5. New Employee Orientations. The Parties agree an integral part of each employee's tenure with the City is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. The City agrees to allow a thirty (30) minute

educational information meeting to be held with all employees new to the bargaining unit upon hire, promotion, or transfer into the bargaining unit. These meetings may be held at the City worksite on work time and conducted by a representative designated by the Union. For the purpose of employees new to the bargaining unit, reasonable access includes the right to meet with employees within ninety (90) calendar days of their employment.

Section 6. Union Bulletin Boards and Notices. The City agrees to furnish suitable bulletin boards in places mutually satisfactory to both parties. Nothing in this section precludes other forms of communication by the Union.

Section 7. Union Activities. The parties agree that the general business of the Union shall be conducted outside of working hours. It is recognized, however, that certain union activities occur during working hours and designated representatives of the union may engage in such activities without loss of compensation, seniority, leave accrual, or any other benefits.

a. Designated Representatives. A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit and for who reasonable paid time or release time is granted to perform the activities listed in Subsection (c) below.

b. List of Designated Representatives. The Union shall maintain a list of Designated Representatives with the City's Labor Relations staff. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and update as often as needed to remain current. Only individuals identified as designated representatives are entitled to engage in union activities on City paid time.

c. Designated Representative Activities. Designated representatives may engage in the following activities during their regularly scheduled hours without a loss of compensation, seniority, leave accrual or any other benefits:

    i. Investigate and process grievances and other workplace-related complaints on behalf of the Union;

    ii. Attend investigatory meetings and due process hearings involving represented employees;

    iii. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;

    iv. Act as a representative of the Union for the purposes of collective bargaining;

    v. Attend labor-management meetings held by a committee composed of City management, employees, and representatives of the Union to discuss employment relations matters;

vi. Provide information regarding a collective bargaining agreement to employees new to the bargaining unit, as identified in Section 6;

vii. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness for matters relating to collective bargaining between the City and the Union;

viii. During each year of this Agreement the Union's Executive Director or designee may request that Designated Representatives be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training program sponsored by the Union.

d. Reasonable Paid Time. Designated representatives may spend reasonable time conducting designated activities under Section 9 (c). Reasonable time shall not exceed 1800 hours in a fiscal year to be used among all designated representatives. The City will provide to the Union a quarterly report to show the amount of City paid time used by the representatives. Any charges by management that indicate a designated representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Human Resources or designee for discussion with the Union's Executive Director or designee. The City shall have the right to require said designated representative to refrain from excessive activities, or if after discussion with the Executive Director or designee, the designated representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the designated representative's supervisor for these activities.

Additional hours of reasonable paid time outside of the 1800 hours shall be granted to the Union's designated representatives participating on the Union's bargaining team during negotiations and successor negotiations.

Section 8. Union Business Leave. Employees elected or appointed to any Union office or position which takes occasional time from their employment with the City shall, upon sufficient notice and at the written request of the Union, be granted leave as specified below.

a. Union Leave, Union Paid. Leave under this section shall not exceed more than 30 days per request and a maximum of five (5) authorized designated representatives at one time. The Exclusive Representative shall notify the City, a minimum of 14 calendar days in advance, of any member eligible for and authorized by the Union to use Union Paid Leave. Union Paid Leave will allow the authorized designated representatives to perform CPPW business during the normal work schedule. The City may deny requests that would substantially interfere with City operations.

Authorized designated representatives shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. Effective with this

agreement, the rate of reimbursement is 134.9% of the employee's normal hourly wage and includes 26.12% for PERS, 6.2% for SSI, 1.45% for Medicare, 0.4% for Paid Leave Oregon, and 0.8237% for Tri-Met. Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation.

b. Long Term Leave of Absence (Release Time). The City shall, upon written request of the Union and Employee, grant one (1) employee a leave of absence without pay or benefits for a period not to exceed one (1) year, without loss of civil service status and without loss of continued accrual of seniority and aggregate City service or tenure status. The Union must make the request at least thirty (30) calendar days in advance of the start of the leave. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Union. Requests will be considered in good faith and denials will not be arbitrary or capricious.

The Union or the designated representative may terminate a period of release time authorized under this article at any time for any reason. At the conclusion or termination of a period of release time granted to a designated representative under this Article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the Union.

Section 9. Union Access. The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

a. Use of City Facilities and Technology. The exclusive representative or its designated representatives may use the City's conference rooms and electronic mail and telephone systems to communicate with bargaining unit employees regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the Union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy. Communications on City systems must comply with City HRARs regarding the appropriate use of information technologies.

Section 10. Rights to Represented Employee Information. The CPPW has the right to request information regarding represented employees with the consent of the employee(s) in question for the purposes of grievances, litigation, arbitration, or any other purpose deemed discoverable by the Union with consent of the employee, or if the employees' identifying information is redacted, or if ordered by an arbitrator or other legal authority.

[SIGNATURE PAGE]

[APPENDIX A – SCHEDULE A SALARY]

[APPENDIX B – PLACEHOLDER FOR ANYTHING]