

**Agreement**

**Between**

**Portland Development Commission**

**And**

**AFSCME Council 75, Local 3769**

**July 1, 2016 – June 30, 2019**

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**1. Vision Statement**

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong and collaborative relationship, and to encourage and support a work environment that fosters commitment among all employees to implement the mission of PDC, and thereby enhance the quality of life of residents of the City of Portland.

It is clearly understood by both parties that employees want PDC to be successful; that PDC is committed to retaining and rewarding qualified and capable employees; and that performance, productivity, and effectiveness will prosper as a result of a cooperative relationship and work environment.

The Employer and the Union agree that this relationship shall be based on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on interests rather than positions, and emphasizing objective criteria and data to evaluate options and agree on solutions.

Such cooperation is intended to create opportunities for all employees (whether represented or non-represented) to work individually and collectively to strengthen and change PDC for the better.

Finally, it is agreed that in the interest of fostering a strong labor/management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all PDC managers and Union officials to work towards building a cooperative and collaborative work environment at all levels of the organization. It is expected that the parties will identify mutual workplace problems and concerns, and will mutually develop actions for their resolution. Further, it is recommended that beyond this contract, labor and management work jointly to form teams, committees, or work groups as the need arises to facilitate problem solving.

## 2. Preamble

This Agreement is made and entered into this \_\_\_\_ day of June 2016, by and between the **Portland Development Commission**, hereinafter called the **Employer**, and **AFSCME Council 75 Local 3769**, hereinafter called the **Union**.

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, familial status, or political affiliation. The Union shall share equally with the Employer 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.

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

Upon notification to the Union of filing for redress of any item in this Preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

## 3. Recognition

1. The Employer recognizes the Union as the sole collective bargaining agent for all part-time and full-time employees of the Portland Development Commission (PDC) employed in classifications listed in Schedule A, excluding all management, supervisors, confidential, contractors, contractor's employees and temporary workers.
2. During the life of this Agreement the Employer shall notify the Union upon either the initiation of a recruitment for any newly created job or whenever the Employer proposes to change recognition status of an employee from represented to non-represented. The purpose of this notification is to provide the Union an opportunity to review and agree with the Employer's evaluation of the position as being represented or non-represented. If the Employer and the Union cannot agree on the status of the position, the Union may file a unit clarification petition pursuant to OAR 115-025-0005(3) within thirty (30) calendar days of the Employer advising the Union in writing that it does not agree with the Union on the status of the position. Notwithstanding the Union's filing of a unit clarification petition, the Employer may proceed.
3. The Employer shall provide the Union with the opportunity to meet with all newly-hired employees appointed to positions in classifications listed in Schedule A for a period of up to thirty (30) minutes during an employee's first scheduled workweek.

#### **4. Union Security**

All employees covered by this Agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the labor Agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the Employer that this has been done.

Fair share payments authorized by this Article and by the Employee shall be deducted by the Employer.

The Union assumes responsibility for repayment of monies found to be improperly deducted by the Employer under this Article.

It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out the Employer's faithful compliance with the terms of this Article, provided the Employer notifies AFSCME Council 75 in writing of such claim and, at PDC's election either (1) tenders the defense to AFSCME, or (2) affords AFSCME the opportunity to defend the claims either as a party or subject to a joint defense agreement.

#### **5. Dues Checkoff**

The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on present forms furnished by the Employer and may be revoked by the employee upon request.

The total amount of the monies deducted for regular union dues and fair share payments shall normally be transmitted to the union within ten (10) calendar days after the payroll deduction is made.

The performance of these services is at no cost to the Union.

The parties pledge reciprocal cooperation in order to correct payment, payroll and accounting errors. AFSCME Council 75 agrees that it will indemnify and hold the Employer harmless from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's good faith compliance with the terms of this Article, provided the Employer notifies AFSCME Council 75 in writing of such claim and tenders the defense to AFSCME.

## 6. PEOPLE Committee Deductions

To the extent allowable by law, employees may authorize payroll deductions for the PEOPLE Committee (a voluntary political action committee) by submitting the form provided by the Union to payroll. The Employer agrees to provide the Union by the 10<sup>th</sup> of each month a listing of employees that are making PEOPLE contributions and amount deducted per employee.

## 7. Management Rights

The parties agree that the Employer has the right to operate and manage the Employer's operations including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements and qualifications; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate (create, amend, revise and rescind), rules, regulations and personnel policies, except where limited by this Agreement and provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The Employer's right to act pursuant to this Article continues to be in effect following expiration of this Agreement.

## 8. Strikes and Lockouts Barred

1. There shall be no lockouts on the part of the Employer, or suspension of work on the part of the employees. This Agreement is a guaranty that for its duration there will be no strikes, picketing, or lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.
2. If an employee encounters a labor dispute picket line at an assigned work location, the employee shall immediately contact his/her supervisor. The Employer and the Union shall confer about appropriate actions to ensure employee safety and the completion of Employer work.
3. 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.

## 9. Union Representation

The Council Representatives of the Union shall have access to the Employer's operations, provided they do not unreasonably interfere or cause workers to neglect their work. Council Representatives shall notify the Human Resources Department of the general purpose of the visit and the persons to be seen prior to entering the Employer's operations.

1. **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that there

are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The Shop Steward or Union officer shall notify his/her supervisor prior to performing such grievance-related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall suggest an alternative, mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on Employer time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward and/or Union officer having direct responsibility for them.

All Union requests for information from the Employer shall be submitted in writing to the Human Resources Director. All Employer responses will be made by either the Human Resources Director or the Director's designee.

2. **Shop Stewards.** It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The Union shall provide and maintain a list of designated shop stewards to the Employer. In no event shall the Employer discriminate on account of the proper performance of his/her steward's duties against a steward in the matter of layoff or rehire or discharge.

The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the Employer as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

3. **Consultation, Negotiations and Meetings.** Consultation, negotiations and meetings with the Employer representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the Employer's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity or for reasonable travel time to and from the activity. Where such issues impact more than one employee, no more than one employee spokesperson may attend on Employer time.
4. **Employee Rights.** The Employer 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 Employer or any Employer 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.

There shall be one official personnel file maintained by the Human Resources Department. Upon signing this Agreement, all future disciplinary actions will be

maintained by the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. Employees must schedule arrangements to review their personnel file with the Human Resources Department. An employee will be made aware of any information placed in his/her personnel file. Employees will be allowed to make copies of items in the personnel file at the Employer's expense.

All written working rules or regulations affecting the working conditions of any employee covered by this Agreement shall be provided to the Union. The Union and the Employer shall meet immediately on any rule or regulation which tends to be in conflict with this Agreement. It shall also be the responsibility of the Employer to inform employees of all rules and regulations which affect him/her as an employee.

5. **Labor Management Committee.** The Employer and Union agree to establish a Labor Management Committee to provide management and bargaining unit employees an opportunity to discuss issues of mutual concern. Each party shall advise the other at least two working days prior to such meetings as to the subject matters to be discussed. However, it is not the intent of the parties that the Committee will consider issues which should more appropriately be reviewed by the grievance procedure. The Committee functions in an advisory capacity only. Feedback from the PDC Leadership Team concerning Committee recommendations will be shared with the Committee in a timely fashion.

The Committee shall consist of an equal number of employee and Employer representatives, and the number of members will be mutually agreed upon by the parties. Each party will appoint its own representatives. Such meetings shall generally be held monthly unless otherwise agreed by the parties. The Employer will not deduct time spent by an employee who is released from scheduled work hours to attend a meeting.

Any expenses agreed to and incurred by the Labor Management Committee shall be equally paid by the Employer and the Union.

6. The Employer shall allow employees the reasonable use of electronic technology (such as email, intranet, the web and cloud and other connectivity), telephones, computers and meeting rooms in order to conduct Union business in a manner which is consistent with the Employer's policies dealing with employee incidental personal use of Employer work-time, facilities and resources which involve no increased incremental cost to the Employer, or increased public expense. Use of the PDC email system and work time associated with Union communications shall not be abused, and employees shall be mindful that all such emails constitute public records which may be subject to inspection and disclosure.

#### **10. Union Bulletin Boards**

1. The Employer shall furnish a reasonable bulletin board space on each floor in places mutually satisfactory to the Employer and the Union. Such bulletin boards are to be used by the Union to post notices of interest to the employees.



2. Such notices shall be signed by an officer of the local and in good taste and shall not reflect on the integrity or motives of any individuals.
3. If the Employer believes that a notice does not meet the criteria specified above it will notify the Union. Upon such notification, the Union will remove the notice. If the Employer and the Union disagree whether or not a notice meets the criteria specified above they will meet and attempt to resolve their differences. If the Employer and the Union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified above. If the arbitrator determines that the criteria above have been met, the notice will be re-posted.

### **11. Employee Evaluation and Performance**

Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Performance issues must be identified to the employee when they arise. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior and should result in reviewing employee progress in meeting identified standards of performance and behavior.

1. All meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect. Employees are encouraged to provide feedback as part of this process. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline.
2. Discussions, evaluations or counseling by supervisors do not require the presence of a Union representative. However, if more than one manager and/or HR representative is present during an evaluation meeting or performance counseling, an employee shall be entitled to union representation if requested.
3. Performance management, performance improvement, and professional development processes, while they will vary from employee to employee, will aim to consistently improve the performance of each employee regardless of their latest performance rating. A plan to improve performance or develop skills or abilities will be in place for each employee.
4. Plans to improve work performance may be initiated and written for an employee who has less than "fully successful" job performance. The improvement plan will delineate specific work and/or work-related areas to be corrected and improved; identify specific training, coaching or other assistance that the Employer will make available; and include a schedule for completing training and coaching, receiving periodic supervisor feedback, and metrics for assessing performance improvement. The parties acknowledge that an improvement plan is a tool whereby the Employer can communicate to an employee, areas of the employee's performance which are deficient, how the problem(s) is/are to be rectified and that failure to rectify the problem(s) may lead to disciplinary action. The parties agree that the improvement plan is not a disciplinary action, but a tool for

the Employer to use in drawing attention to performance deficiencies and assisting an employee in successfully improving their performance.

5. An employee shall receive a copy of any employee evaluation report and/or improvement plan and management will receive acknowledgment that the employee has received such report/improvement plan. Any rebuttal to an employee's evaluation report/ improvement plan shall be, upon request of the employee, attached to the evaluation report/improvement plan and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report/improvement plan.
6. At no time will a represented employee be supervised by or have their performance evaluation done by a non-PDC employee or representative.

## **12. Discipline/Discharge**

1. Disciplinary actions or measures shall include only a documented verbal warning, written reprimand, final written warning, demotion, suspension and discharge. Any disciplinary action or measure imposed upon an employee (but not an employee serving an initial new hire trial service period) may be processed as a grievance through the regular grievance procedure. Coaching that has been documented by the supervisor is not discipline and may precede the imposition of discipline.
2. The Employer shall not discipline any employee who has completed his/her probationary period without just cause. If the Employer feels that there is just cause for discipline, the employee involved and, unless otherwise requested by the employee, the Union, shall be provided with a written notice of the disciplinary action.
3. Incidents, events, and conduct which may lead to possible discipline shall be promptly investigated. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee will be told the specific issues and given the information forming the basis for such action. The employee will also have the opportunity to respond to the issues. If the Employer 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. Written disciplinary actions shall not be posted; however, this does not preclude management from notifying other management and employees when restrictions are applied to an employee as a result of discipline.
4. If the Employer believes that there may be just cause for suspension, demotion or discharge, the employee and the Union shall be advised in writing of the range of discipline being considered and the nature of the offense(s) for which the employee may be disciplined, specifying dates, locations and the particular nature of the offense committed by the employee.

The Employer will meet with the employee and/or the Union and allow the employee and/or the Union to present to the Employer in a reasonable amount of time any

information considered relevant, verbally or in writing. The Employer shall consider all information presented by the employee and/or the Union in connection with the investigation in the final determination of appropriate discipline. Until the Employer's final determination is made, if an employee has been placed on administrative leave that leave shall be with pay.

5. In the event the Employer suspends, demotes or discharges an employee, the Union may initiate a grievance per Article 13 Grievances, Complaints and Arbitration, at the highest step before mediation.
6. Records of verbal or written reprimands shall be removed from an employee's personnel file on the employee's request, except in cases of serious misconduct (including workplace harassment, employment discrimination, threatening workplace behavior, violations of the Employer's drug and alcohol policy) provided the employee has gone more than three (3) years without a similar incident occurring.

All documentation of discipline must be dated. Employees shall have the opportunity to sign an acknowledgement of receipt for any disciplinary notice. Employees shall have the right to attach a statement of rebuttal to any disciplinary notice placed in their personnel file within fifteen (15) days of receipt.

7. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment, unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.

### **13. Grievances, Complaints and Arbitration**

1. To promote better Employer/employee relationships, all parties pledge their immediate cooperation to settle any grievances that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement. For purposes of this procedure, a grievance shall be defined as a contention that there has been a breach of specific provision of this Agreement or a change in the application of an established PDC policy affecting a mandatory subject(s) of bargaining which has been adopted by the Executive Director without required bargaining.
2. If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the Employer and an employee without the approval of the Union, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.
3. **Procedure**

- a. **Time Limits.** It is important that grievances be processed in a timely manner. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement. Failure by the Union to move the grievance to the next level pursuant to the time limits set forth in this procedure shall constitute a waiver of the right to pursue that grievance further. Failure by the Employer to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. The Union will advise the appropriate individual at the next level within a reasonable period of time.
- b. **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his/her immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact the manager of the immediate supervisor within the same chain of command. 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. Either party may declare that the informal level has been completed.
- c. **Level One — Department Director or Designee**
  - i. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the department director or designee within twenty-one (21) calendar days of the claimed violation.
  - ii. The grievance statement shall specify (each of) the provision(s) of this Agreement allegedly violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in preparing the grievance statement and providing information regarding the grievance.
  - iii. The parties shall meet to discuss the grievance with the appropriate department head or designee to whom the grievance is submitted and shall communicate his/her decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.
- d. **Level Two — Human Resources**
  - i. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to Human Resources at Level Two within fourteen (14) calendar days after receiving notice of the Level One decision.

- ii. The Union or the grievant with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.
- iii. The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the Employer as a grievance at Level Two of the grievance procedure (see Article 9 of this Agreement) within twenty-one (21) calendar days of the claimed violation.
- iv. The Union shall have the right to initiate a grievance involving a violation of this Agreement at Level Two.
- v. To submit a grievance to Level Two a copy of the grievance shall be filed with Human Resources.
- vi. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- vii. Upon timely filing, the written grievance will be discussed between the employee, the Union and the Director of Human Resources or his/her designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Director of Human Resources or his/her designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.
- viii. Upon the timely filing of written grievance as specified herein, the Union shall have the sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

**e. Level Three — Executive Director**

- i. If the employee or the Union is not satisfied with the disposition at Level Two, the employee or the Union must request a review by the Executive Director of the Level Two decision within fourteen (14) calendar days after receiving the Level Two decision. No later than fourteen (14) calendar days after receiving the request for review, the Executive Director may either uphold or overturn the Level Two decision, or agree to meet as set forth below.
- ii. The Union or the grievant with the concurrence of the Union shall have the right to perfect the grievance prior to review by the Executive Director with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.

- iii. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Three no later than twenty-one (21) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- iv. The request for review shall include a copy of the original grievance, the decision rendered at Level Two, a concise statement of the reasons for the review and the specific relief requested.
- v. If the Executive Director agrees to a review, the written grievance will be discussed between the employee, the Union and the Executive Director within twenty-one (21) calendar days after the filing of the request for review, unless extended by mutual written consent. The Executive Director shall respond to the grievance no later than seven (7) calendar days after the meeting to discuss the grievance.

**f. Level Four — Mediation**

- i. If the Union is not satisfied with the Executive Director's Level Three decision, upon the mutual agreement of the parties within fourteen (14) calendar days after the Executive Director's response the grievance may be referred to the Employment Relations Board for mediation or if the parties agree then to a private mediator.
- ii. The costs of the mediator will be equally split between the parties.

**g. Level Five — Arbitration**

- i. If the grievance remains unresolved at Level Three or Level Four, or both parties do not agree to mediation per Level Four, the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify Human Resources of its decision in writing within thirty (30) calendar days of either the Executive Director's Level Three response or thirty (30) calendar days after the close of mediation if the parties agree to refer the grievance to Level Four.
- ii. After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly choose, 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 Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- iii. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing. The arbitrator's jurisdiction in any discipline grievance shall include the ability to fashion

any make whole remedy the arbitrator deems consistent with this contract and just cause.

- iv. The losing party shall pay the arbitrator's fee. All other expenses shall be paid by the party incurring them.
- v. The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The Union shall have sole authority to determine whether a grievance shall be submitted to arbitration. Any decision or settlement of the grievance between the Union and the Employer's representative at the level where the grievance was resolved in good faith shall be binding on all parties.
- vi. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

#### **14. Pay Day**

1. Pay day shall be bi-weekly. In the event that the Employer changes the intervals between pay days, the Labor Management Committee shall be provided at least thirty (30) days advance written notice, and an opportunity for discussion during that thirty (30)-day period.
2. In case an employee is laid off, quits or is discharged, he/she shall receive his/her pay in compliance with State law.
3. Upon request by the employee the Employer will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay.

#### **15. Interim Position**

When an employee is assigned, in writing, by the Employer for a limited time period to perform the major distinguishing duties of a position at a higher level classification, that employee shall be paid at the minimum of either the first step of the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

When the Employer anticipates a need for an employee to work out of class for a period of ninety (90) days or more, the Employer will announce the opportunity to represented employees before making the assignment. When selecting the employee to work out of class, the Employer will consider employees utilizing internal development opportunities such as, but not limited to, Promotion Plans, Transitional Opportunity Plans and Individual Development Plans. However, the Employer reserves the right to select the employee it considers the most qualified to do the work.

At the end of the assigned term of ninety (90) calendar days or more, the employee's supervisor during the assignment will provide the employee with feedback regarding the employee's job performance. If an employee working in an interim position performs the essential functions of the job satisfactorily during the assignment and a vacancy in the interim

position is determined to exist, then the employee who was assigned to the interim position shall be afforded an opportunity to compete as a finalist for the position.

### **16. Clothing**

If an employee is required to conduct property or construction inspections, and that employee's clothing is damaged during the performance of such duties, the employee shall be eligible for reimbursement from the Employer for the reasonable cost of such clothing, up to a maximum of \$150 per year.

In addition, the Employer shall provide any employee-specific clothing required to be worn by bargaining unit members at no cost to the employee.

### **17. Tools**

The Employer shall furnish and maintain all tools or equipment and safety clothing or equipment required by the Employer to perform the job functions of the Employer.

### **18. Inclement Weather/Hazardous Conditions**

1. In the event of inclement or hazardous conditions that may close or delay the opening of the employer's work sites, the Employer will maintain an administrative policy that will determine how employees will be notified of any decision for office closure, late opening or early closure. The employees may request and the Employer may grant the use of approved leave or leave without pay to cover time loss under these situations.
2. When, in the judgment of the Employer, inclement or hazardous conditions requires the closing of offices or facilities, employees shall be paid for their normal work day if so determined in the Employer's applicable administrative policy.
3. When offices or facilities are open and weather conditions, in the judgment of the employee, change to inclement or hazardous, the employee may request leave to go home prior to the end of the work day. Such leave is subject to supervisory approval and if granted an hourly employee may request and the Employer may grant approved leave or leave without pay to cover such time loss.
4. If due to weather conditions an hourly employee arrives late to work, but within two (2) hours of their normal starting time, the employee will receive credit for a full workday.
5. If due to weather conditions an hourly employee arrives more than two (2) hours late to work, the employee will receive credit only for actual hours worked, and will be required to use accrued vacation leave or personal holiday time for the balance of their normal workday, or elect to receive no pay for any hours of work missed.
6. If due to weather conditions a salaried (FLSA exempt) employee misses work time, the employee will be paid for the entire work day, provided the employee has worked at least four (4) hours.
7. If an employee chooses to remain at home during inclement weather and the Employer's office is open for business, the employee may elect to work from home with



management approval. Otherwise, the employee will be required to use approved leave or elect to receive no pay for any hours of work missed.

8. Use of sick leave is not allowed for absence due to inclement weather or other office closure.
9. An hourly employee may, with permission of their supervisor, make up lost time due to inclement weather by working additional hours within the same pay period, provided such adjusted work schedule does not result in additional overtime payments.

### **19. Professional Differences of Opinion**

The Employer encourages staff to express their professional opinions and encourages an open and free exchange of ideas and opinions.

No retaliation or discrimination shall occur against any employee for expressing a differing professional opinion in a professional and respectful manner (as per the Employer's Administrative Policy regarding Professional Conduct and Ethics). However, once a final decision is reached on any matter or policy, all employees are expected to publicly support the decision and actions of the Employer.

### **20. Whistle-Blowing**

The parties recognize the importance of public accountability and transparency and that whistle-blowing is appropriate in response to unlawful or unethical actions.

As such, Employer encourages any employee who observes significant unlawful or unethical actions by an Employer official to make a good faith report of such actions in a timely manner to his/her supervisor, department head, Human Resources Department, or Ethics Point (or the Employer's then third party complaint administrator).

Retaliation of any kind based upon good faith reports of unlawful or unethical conduct is strictly prohibited by PDC policy and Oregon law.

### **21. Jury Duty/Witness Leave**

1. An employee who is summoned or subpoenaed by a court or administrative agency for the purpose of serving on a jury or appearing as a witness will be placed on paid Jury/Witness Duty Leave for the period covered by the summons or subpoena, and any involuntary extension thereof.
2. Employees are responsible for notifying their supervisor immediately upon receipt of a summons or subpoena so that arrangements can be made for coverage during their absence. Employees serving on jury/witness duty must keep their supervisor informed of their status and of any changes in the projected return to work date.
3. An employee who serves on jury/witness duty shall provide documentation confirming such service.
4. If an employee is excused or dismissed prior to the end of the work day, he/she shall report back to work if practical.

5. This benefit does not apply to personal litigation.

## **22. Bereavement Leave**

An employee absent from duty by reason of the death of an immediate family member shall be allowed three (3) days of paid bereavement leave without deduction of pay on account of such absence. "Immediate family member" is defined as the employee's spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner or where the employee is a legal guardian.

An additional two (2) days of paid bereavement leave shall be allowed for necessary funeral travel time in the event of a death of an immediate family member. An employee may extend a bereavement leave through the use of any additional accrued leave. Approval for such time shall be made by the employee's immediate manager or his/her designee and shall not be unreasonably denied.

Under exceptional circumstances, the Human Resources Director, or his/her designee, may grant bereavement leave upon the death of a person other than the employee's immediate family.

When an employee attends the funeral ceremony for a fellow PDC employee or retiree, she/he will be granted four (4) hours of time off with pay to attend such funeral ceremony, subject to the needs of the operation.

## **23. Other Employment**

Outside employment by PDC employees is not permitted if it adversely impacts the employee's work at PDC, may violate PDC's rules on Professional Conduct and Ethics, or if it may create a conflict of interest with the employee's job at PDC.

Outside employment shall not:

1. Involve the use of PDC time, facilities, equipment or supplies, or the influence of employee's position with PDC; or
2. Involve the receipt of money or other consideration for duties performed as a PDC employee; or
3. Involve competing with PDC in providing a service or product; or
4. Involve such time demands as would render performance of the employee's duties less efficient or take precedence over PDC duties.

An employee shall report to, and consult with, PDC's Chief Conflicts Officer before commencing an employment endeavor that might reasonably be perceived as i) bordering on a violation of any of the prohibitions above or ii) otherwise give the appearance of impropriety.

## 24. Promotions

The Union and Employer agree that it is in the best interests of both parties to support the professional development and advancement of employees. Employees are encouraged to work with their supervisor on career development. The supervisor and the employee shall work together to identify training or other opportunities for the employee's career development. Such endeavors may include voluntary training or other opportunities in the discipline in which the employee has expressed interest, subject to budgetary constraints.

**Promotion Plan.** Either an employee or manager may initiate development of a Promotion Plan, subject to the following criteria.

1. Criteria for Promotion Plan shall be:
  - a. There is an anticipated business need for work at a specific position as determined by the department director;
  - b. The department director verifies that the employee has demonstrated a high level of performance in their current position consistently and has the potential to complete the Promotion Plan for that position;
  - c. The Human Resources Director and/or designee(s) determines that the employee possesses the knowledge, skill and ability to undertake the Promotion Plan and to satisfactorily perform in the promoted position if the Promotion Plan is completed satisfactorily;
  - d. Filling the position is consistent with PDC's strategic staffing requirements as determined by the Director of Human Resources; and
  - e. Adequate budget is anticipated to be available to fund the position as determined by the Chief Financial Officer.
2. Then, if the above criteria are met, the supervisor, department director, and employee will develop a Promotion Plan. The Promotion Plan will contain a projected completion date and an outline of specific endeavors and milestones that when completed represent attainment of the necessary prerequisites for advancement to the higher classification in which the possible promotion has been identified. The Promotion Plan must be submitted to and approved by the Director of Human Resources.
3. If prior to the completion date of the Promotion Plan either the supervisor or the employee determines that it is not in the best interests of either the Employer or the employee to continue in the position, the employee's position shall return to its prior classification.
4. Upon successful and timely completion of the Promotion Plan, the employee's position shall change classification to the promoted position provided the criteria outlined in subsection (1.) above are reconfirmed and all job requirements for the promoted position have been met by the employee.
5. Upon promotion, the employee shall at a minimum be placed in the new pay range at the step closest to, but higher than their current pay rate.

## 25. Employee Classification Correction

Classification Correction (reclassification) occurs when an employee's job duties and/or responsibilities have significantly and materially changed in scope, difficulty or responsibility from their existing job classification, or are being changed on an ongoing basis due to business needs, and a more appropriate classification for the position established.

Either the employee or the employee's manager may initiate a request to review a classification through an employee classification correction process, as described below:

1. In order for a reclassification to be considered, at least one of the following situations must exist:
  - a. a significant amount of the duties and/or responsibilities currently performed by the incumbent are not contained in his/her current job description; or
  - b. a significant amount of the duties and/or responsibilities currently performed by the incumbent are at a level less than that contained in the current job description; or
  - c. imminent restructuring of the position will occur as a result of management's decision to change the objectives and nature of the work to be performed.

In addition, there must be a demonstrated need that the additional or new work will become part of the employee's job.

2. The classification correction is not intended, nor should it be used, as a means for promoting or rewarding an employee, or to avoid open competitive bidding for a vacant position; nor will any employee be laid off as a result of a position reclassification. "Long faithful service," "excellent job performance," or "increased volume of work" are not valid justifications for a classification correction.
3. Prior to a reclassification request being submitted to Human Resources, the employee and the employee's manager shall meet to discuss the request.
4. The person initiating a classification correction shall provide Human Resources with a written explanation using the forms and process designated by Human Resources. Human Resources shall promptly forward a copy to the Union.
5. Human Resources will review and verify the information contained in the request and within thirty (30) days after receipt of the classification correction request will communicate the findings and results of their review and final decision in writing to the employee, the manager, and the Union. Human Resources shall provide the Union with advance notification of any interviews with, or information to be solicited from the impacted employee and the Union may be present during any interview of a represented employee by any representative of the Employer regarding a review of their classification.
6. When a classification correction is approved, the job description will be revised to reflect the new duties. Human Resources shall promptly provide the Union with a copy of the revised job description, all reports or analysis developed and used in the classification review, and the assigned pay range. The Union shall have fifteen (15)

calendar days from receipt to request bargaining on the assigned pay range. Notwithstanding any request to bargain, the employee shall immediately start receiving the assigned pay rate as designated in Subsection 7 below, subject to possible adjustment through bargaining.

7. If a reclassification results in an employee moving to a higher pay range, the employee shall be moved to the step in the new range that is closest to, but no lower than, the employee's current pay rate. The Employer has the discretion to move the employee to an additional step over and above the placement described above. The effective date of the pay adjustment shall be the first pay period following submission of the classification correction request or the date identified in the Human Resources findings, whichever is the earliest.
8. If a reclassification results in an employee moving to a lower pay range, the employee's pay will be "red-circled/frozen" if it exceeds the top step of the new range until the range maximum exceeds that amount through subsequent cost-of-living adjustments to the pay range.
9. If a reclassification results only in a revised job description, with no change in pay range, the employee will receive no pay adjustment.

## **26. Layoff**

1. The Employer is committed to making a good faith effort to avoid the layoff of represented employees, including:
  - a. Predicting the need for workforce reductions and layoffs sufficiently in advance of the effective date to allow for transition planning such as, reassignment of individual employees to existing or proposed budgeted vacancies or temporary assignments where qualified, and re-training, voluntary movement, and other similar strategies that may minimize staff layoffs.
  - b. Notifying the Union when a work force reduction is being contemplated.
  - c. Prior to layoff, upon request of either the Employer or the Union, representatives of the parties will meet to discuss cost-saving suggestions and alternatives to layoff or other service reductions.
  - d. If the Employer considers possible layoffs, the Employer may reopen for bargaining any of the provisions within Articles 35 and 39 prior to commencing layoffs. Nothing in this article shall preclude Employer from proceeding with layoffs prior to the completion of any such reopened bargaining, provided the parties have bargained for at least ninety (90) days.
2. Nothing in this Article is intended to restrict the prerogative of the Employer to determine the financial necessity of service reductions, the form of the reductions, or the elimination of positions.

3. For purposes of this Agreement, a “layoff” or “reduction in force” is defined as an involuntary removal from active work status in an employee’s classification for reasons unrelated to job performance.
4. For purposes of this Agreement, “Seniority” is defined as the length of an employee’s service in positions that are or would have been within the bargaining unit.
  - a. Employees who leave the bargaining unit for another position with the Employer shall have seniority credit for previous service in the bargaining unit. These employees are prohibited from bumping back into the bargaining unit but may return to a vacant position.
  - b. Service time shall be broken and accrued Seniority canceled, by resignation, dismissal for cause, leave of absence exceeding one year (unless otherwise required by law), or retirement.
  - c. Seniority shall accrue while on the Recall List and approved leaves of absence.
  - d. A tie in Seniority between one or more employees shall be broken and greatest and lowest Seniority determined by calculating the length of total service time each employee has with the Employer. If there continues to be a tie after this calculation, then greatest Seniority shall be determined by random draw.
5. For purposes of this Article, “classification” refers to the classification name listed in Schedule A.
6. The layoff procedure will occur in the following manner:
  - a. The Employer shall determine the specific position(s) in a classification to be eliminated and the employee(s) with the lowest Seniority in that classification shall be notified of layoff. Any notice of layoff to a represented employee shall be in writing and presented in person jointly by representatives of the Employer and the Union, at which time the employee’s rights and benefits per this Agreement and any other related policy or law shall be explained to the employee, and provided in writing. The Employer shall notify the Union of the Seniority of all employees in all affected classifications in writing.
  - b. Temporary workers performing the work in classifications for which a notice of layoff was given shall be terminated prior to soliciting volunteers, or the layoff of trial service or regular employees.
  - c. An employee and the Union shall be given written notice of layoff as far in advance as possible but not less than thirty (30) calendar days before the effective date, stating the reasons for the layoff. At the time a notice of layoff is given, the Employer will solicit for and identify eligible volunteers to take layoff in lieu of the identified employee(s) as determined below:
    - i. Volunteers working in the same classification(s) for which a notice of layoff was given, and/or

- ii. Volunteers working one level down; then two levels down within the current job family of the employee being laid off in a classification in which the Employer has determined the employee meets the skills, knowledge and ability requirements for the classification, as contained in the classification job description and is qualified to perform the work, and/or
    - iii. Volunteers working in a classification in which the identified employee(s) has previously worked in for PDC in which the Employer has determined that the identified employee(s) meets the skills, knowledge, and ability requirements for the position, as contained in the position's job description.
  - d. Volunteers will have seven (7) business days from the date of notification to self-identify in writing. If more employees self-identify than are needed, the Employer will give preference to employees with higher Seniority.
  - e. Any employee identified to be laid off or displaced will, in order of Seniority, have the option of moving into the position currently occupied by an eligible volunteer, with the volunteer being laid off in lieu of the identified or displaced employee; or exercise their options listed in Subsection 7 below.
7. If there are no eligible volunteers, or the volunteer option is not chosen by the laid off or displaced employee per Subsection 6e above, employees receiving a layoff notice per Subsection 6 above, or as a result of displacement by this section will have seven (7) business days from the date of notification in which to select one (1) of the following options in the descending order as listed below, and provide the Employer with written notice of his/her selection.
- a. Request and/or accept placement in a current vacant represented position within the same classification provided the vacancy is authorized for recruitment; OR, if no such position exists, then
  - b. Request displacement of the least-senior represented employee in the following order, provided the Employer determines that the employee meets the skills, knowledge and ability requirements for the position, as contained in the position's job description:
    - i. in a classification in the same pay range in the current Job Family; then if no position exists,
    - ii. in a classification one level down in the same Job Family; then if no position exists,
    - iii. in a classification two levels down in the same Job Family. In this case, a represented employee being displaced shall also have rights to the layoff options of this Article; OR, if no such positions exist, then
  - c. Request displacement of the least-senior employee in a represented classification either previously held by the employee being laid off or substantially similar to a represented classification previously held by the employee provided the Employer

determines that the employee meets the skills, knowledge and ability requirements for the classification, as contained in the classification's job description and remains qualified to perform the work. In this case, a represented employee being displaced shall also have rights to the layoff options of this Article; OR

- d. Accept layoff and recall rights.
8. Employees designated for layoff may apply for placement in any active recruitment for a position within PDC for which the employee believes he/she is qualified. The employee will be considered with other internal or external applicants pursuant to Article 32 Job Posting/Trial Service Period.
9. Employees who change positions will serve a new ninety (90) calendar day trial service period. Employees who fail to successfully complete this trial service period will be placed on layoff status and any displaced employee will be recalled to their previous position.
10. In implementation of any displacement per this Article,
  - a. A represented employee may only displace another represented employee with less Seniority.
  - b. A Limited-Term represented employee may only displace another Limited-Term represented employee with less Seniority.
  - c. If a displaced employee is working less than full-time, the employee displacing this employee shall work only the number of hours per week as the displaced employee, unless more hours are mutually agreed to by the Employer and Union.
  - d. If an employee working less than full-time displaces someone working full-time, the remaining employee shall convert to full-time and shall work forty (40) hours per week, unless fewer hours are mutually agreed to by the Employer and Union.
  - e. If any employee elects to exercise his/her bumping rights under this article into a classification with a lower pay range, the employee shall receive the rate of pay in the pay range that is the same as or closest to, but no more than, the employee's current pay rate.
  - f. Level down refers to a position with the next lower pay range than that of the laid off or displaced employee for which that employee is eligible to move.
  - g. Vacancy means positions that are budgeted and approved for recruitment.
  - h. If two employees have the right to displace the incumbent in the same position, the employee with the greater Seniority shall have the first right to displace the incumbent which may affect the displacement rights of the less senior employee.
11. Recall List. Per Article 27, the Employer shall maintain a "Recall List" of all employees who have been laid off per this Article.



12. Employees who would otherwise be eligible for retirement from the Oregon Public Employees Retirement system or to receive Social Security retirement benefits may elect to retire in lieu of layoff.
13. In exercising its judgment, the Employer shall act in good faith and shall be neither arbitrary nor capricious.
14. For purposes of Sections 26(6) and 26(7) above, the “classifications” and “job families” referred therein, shall be those set forth in Schedules A and B hereto.

## **27. Recall**

1. Employees shall remain on the layoff Recall List for a period of three (3) years unless otherwise previously recalled to the classification from which layoff occurred, or until employment in another position other than a Temporary Worker. Employees on the layoff Recall list shall be responsible for maintaining current contact information with the Employer, including periods during which contact may be limited, such as vacations away from mail or email.
2. When the Employer has need for a Temporary Worker the Employer shall give first consideration to employees on the Recall List prior to the Employer seeking non-PDC applicants.
  - a. The Employer shall provide notice of a temporary work opportunity to all individuals on the Recall List to the employee’s last known mailing address and by email to the employee’s last known email address, with simultaneous notification to the Union.
  - b. Unless the notice states a longer period of time, individuals receiving this notice shall have three (3) business days after the mailing and/or emailing of the notice to indicate their interest to the Employer.
  - c. An employee may refuse a temporary assignment without prejudice.
  - d. If one or more employees are willing to perform the work and possesses the minimum qualifications necessary to perform the work as determined by the Employer, the Employer shall select whichever employee they consider to be the most qualified.
3. An employee on the Recall List shall be recalled when a vacancy occurs in the classification from which they were laid off or would have had bumping rights if the employee had greater seniority than the incumbent. If more than one employee has been laid off from the same classification, recall shall be on a strict seniority basis.
  - a. The Employer shall provide notice of a recall opportunity to an eligible employee on the Recall List by Certified Mail to the employee’s last known mailing address and by email to the employee’s last known email address, with simultaneous notification to the Union.
  - b. If the recall is to the classification which the employee held at the time of layoff, the employee shall receive the rate of pay which he/she would be receiving as if they

had been continuously employed. If the recall is to a position for which the employee had bumping rights, the employee shall receive the rate of pay which he/she would be receiving as if they had exercised bumping rights (see Article 26 Layoff, Section 10).

- c. Unless the notice states a longer period of time, an employee shall have ten (10) business days after the mailing and/or emailing of a recall notice to accept the offer and shall report to work thereafter as directed by the Employer (which, if requested by the Employee, shall be no sooner than ten (10) business days after acceptance is received by Employer). The Employer shall provide prompt notification to the Union of an employee's decision whether or not to accept the recall offer.
  - d. If the employee does not accept the offer within the specified time period they shall be removed from the Recall List. The Employer may commence a posting and/or external recruitment during the ten (10) business day period, but such recruitment shall be terminated if the recalled employee accepts the offer.
4. Employees on the Recall List shall have the same rights to receive e-mail notices of all posted represented and non-represented job recruitments, and to apply for such positions, as do PDC internal candidates as described in Article 32 and PDC Personnel Policies. Employees on the Recall List shall be treated as PDC internal candidates when they respond to job postings pursuant to Article 32.

### **28. Job Security and Outside Contracting**

1. When contracting of work that will result in the layoff of bargaining unit members is being considered, the Employer shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, including alternate methods of performing the work. The Employer will provide all available cost comparisons and increased efficiencies data to the Union based on uniform specifications prior to layoff of any bargaining unit members.
2. Except in case of emergencies, a "reasonable opportunity" for Union discussion shall mean a period of not less than thirty (30) calendar days beginning the date of written notice to the Union. Such written notice shall contain the documentation available.
3. Emergencies shall be defined as situations beyond the control of the Employer for which the Employer could not pre-plan.
4. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees, unless bargaining unit employees are not available to perform emergency work in an efficient and timely manner.
5. Upon request, the Employer will provide the Union information regarding work that is contracted out. The Union will have the ability to propose bringing contracted-out bargaining unit work back in per Subsection 6 below.

6. Upon presentation by the Union of a plan indicating the Employer could save money or perform a job more efficiently, the Employer will review work which has been or will be contracted out to determine whether such work can be performed by bargaining unit personnel for reduced costs. The Employer retains the right to make the final decision. In the event that bargaining unit members will be laid off as a result of outside contracting covered by this Agreement, the Employer will make good-faith efforts to try to place such employees elsewhere in the organization in lieu of such layoff.

## **29. Education Fund**

1. In each year of this Agreement, the Employer shall allocate \$30,000 each year for use by bargaining unit employees for an Education Fund Program as described below. Any amounts unspent during the fiscal year shall be carried over into the subsequent year.
2. In order to be eligible for participation in the program, the employee must have been employed for at least 2080 hours with the Employer, and must have received a “fully successful” rating on their most recent performance appraisal. However, the Labor Management Committee may grant an exception to the “fully successful” requirement. The maximum allocation for each individual full-time employee shall be \$3,000 per year, and shall be prorated for employees working less than full time. These amounts may be used for any education assistance benefits, as determined by the Labor Management Committee. The employee is responsible for any taxes that may apply to these amounts. If, toward the end of each fiscal year of this program, the allocated budgetary amount has not been spent, the Labor Management Committee may make a recommendation to increase the \$3,000 per-year maximum allocation for individual employees.
3. The Labor Management Committee shall establish an application form, evaluation criteria, and decision-making process for allocation of the Education Fund. Applications shall be considered, and allocations made, by the Labor Management Committee.
4. Applications shall be considered on a first-come, first-served basis within the established annual budget. The requested education programs or classes, must be business-related (i.e., they maintain or improve specific skills needed in the employee’s work or will contribute to the development of expertise and knowledge directly related to Employer business).
5. Funds allocated for a program or class that requires advance registration will be paid to the provider to secure registration. All other approved costs will be provided to the eligible employee on a reimbursement basis, unless otherwise approved by the Labor Management Committee.
6. It is the preference of all parties that employees participate in such classes on an after-hours basis when possible. In the event that an opportunity is only provided during work hours, the employee must obtain manager approval to arrange his/her work schedule to accommodate such participation prior to submitting the application to the Labor Management Committee. If not required for current or anticipated duties by

their manager, employees may request personal holiday, compensatory time or vacation leave to cover programs and classes that require all-day attendance.

### 30. Hours of Work/Overtime

1. **Full-Time Employee Work Schedule.** For most full-time non-exempt employees, the regular work day will be eight (8) hours and their regular work week will be 40 hours: Monday through Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Some employees, due to the nature of their duties, may be assigned a regular work schedule with an earlier start or later end time, and/or which includes evenings and/or weekend work. All travel time for non-exempt employees will be handled in accordance with applicable state and federal wage and hour laws.
2. Exempt employees are expected to be generally available during normal business hours, unless the supervisor has outlined a specific schedule due to the nature of their duties.
3. **Part-Time Employee Work Schedule.**
  - a. Any employee designated by the Employer to work less than forty (40) hours per week shall be considered a part-time employee and will be scheduled to work no more than five (5) consecutive days a week. The Employer will not involuntarily reduce a full time employee to part time status.
  - b. A non-exempt part-time employee who is required by the Employer on occasion to work in excess of their normal total hours per week shall be paid at the appropriate regular rate for all hours worked up to forty (40) hours in the work week.
4. **Alternate Work Schedule.** A non-exempt employee may request to work an alternate work schedule so long as his/her regular schedule does not exceed forty (40) hours in a calendar week (i.e., Sunday through Saturday). An exempt employee may request an alternate work schedule without restriction to hours worked in a week.

PDC's Leadership Team may approve and/or rescind one of the following alternatives based on the needs of the Employer. All alternate work schedules/compressed work weeks shall be continued unless discontinued by the Employer with at least 14 calendar days advance notice.

  - a. **Alternate Shift Work Week.** A work schedule in which the employee regularly starts and finishes work at times other than the normal 8:00 a.m./5:00 p.m.
  - b. **Compressed Work Week.** A work schedule in which a full-time employee regularly works four (4) days of ten (10) hours each in a work week (i.e., Sunday through Saturday). The employee must work the same four days every week.
  - c. Any other alternate work schedule is subject to approval by a supervisor, in consultation with Human Resources.
5. **Flexible Work Week.** Non-exempt employees may request to work fewer hours than scheduled on a day in a work week and make up for those hours by working an

equivalent number of hours on another day or days in the same work week. Such scheduling is subject to supervisor approval and, regardless of any other provisions of this Agreement will not result in overtime pay. An exempt employee may request from their supervisor a flexible work week without restriction to hours worked in a week.

6. **Telework.**

- a. Telework: A mutually agreed upon work option between the Employer and employee in which the employee works at an alternate worksite(s) on an occasional, irregular or ad hoc basis.
- b. Employees who have completed their trial service period and whose duties can be completed away from their primary work location may request to telework on an ad hoc basis.
- c. When considering approval or denial of an employee's request, a manager may consider a number of factors, including but not limited to, the following:
  - i. Business and operational needs of the work group.
  - ii. Number of employees within a work group who are teleworking.
  - iii. Ability of requesting employees to perform the essential functions of their job away from their primary work location.
  - iv. Presence of dependents will not exclude an employee from participating in telework. However the employee will provide the Employer with a dependent care plan for consideration.
  - v. Whether approval or denial is a consistent application of the policy throughout the agency.
- d. Expectations of employee performance, availability, and responsiveness remain the same for employee who telework.
  - i. Employees and their managers will develop clear expectations and goals for the work to be performed while teleworking.
  - ii. Employees are expected to work their normal work schedule and give the same attention to the performance of their job duties.
  - iii. Employees are expected to check email and voicemail on a regular basis and be responsive to those messages.
  - iv. If a situation develops which prevents the employee from continuing their work or impacts their availability, the employee will notify their manager as soon as reasonably appropriate.
- e. A supervisor may approve or deny any particular request to telework based on the above criteria.

7. **On-Call.** A non-exempt employee shall be considered "On-Call" when specifically required by a supervisor to be available for work outside his/her normal work schedule

for a specified time period, in four (4) hour increments, but not required to be present at a PDC work site while On-Call.

- a. While On-Call, an employee shall not be restricted or prohibited from pursuing personal activities so long as the employee can be readily contacted by his/her supervisor, is fit for reporting to work, and absent unusual circumstances, be able to report to work within a period of one-half (1/2) hour.
- b. Employees shall be paid one hour pay at the employee's straight time rate for each four (4) hours the employee is On-Call.
- c. After receiving notification and reporting for work, the employee's On-Call status shall terminate and the employee shall be on regular work status and paid for all hours worked.

8. **Overtime.** All non-exempt bargaining unit employees shall receive overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per work week.

- a. The work week, for purposes of calculating overtime, is Sunday through Saturday.
- b. It is the employee's responsibility that all overtime worked be recorded on the employee's timecard.
- c. Overtime shall be reported and earned in quarter-hour increments.
- d. Unpaid leave during the workweek shall not be considered as time worked for overtime purposes.
- e. Paid leave, including holidays, shall be considered as time worked for overtime purposes.
- f. Employees may not work overtime hours, whether to be paid or subject to compensatory time off accrual, without the prior approval of the employee's supervisor.
- g. Overtime compensation will be reflected on the paycheck for the pay period in which the overtime week ends. If extraordinary circumstances prevent time reporting at the end of a pay period, such overtime will be paid on the next pay period.

9. **Meal and Rest Periods.**

- a. All employees shall be allowed one (1) hour off work as a meal break without pay. The meal break shall generally be scheduled in the middle of the work day and may be reduced to no less than thirty (30) minutes by mutual agreement between the employee and supervisor.
- b. All employees are allowed one (1) fifteen (15)-minute rest period during each four (4) hour consecutive work period.

- c. Non-exempt employees must take a lunch break and may not exchange lunch or rest periods for hours worked, or “skip” a lunch or rest period to begin work late or leave work early.

### **31. Compensatory Time Off**

1. If FLSA non-exempt employees work more than forty (40) hours in a workweek, those employees shall have the option of pay at the applicable overtime rate, or compensatory time off computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.
2. Compensatory time off shall be requested and approved in the same manner as vacation leave, provided however that a request made close in time to the requested time off may be granted or not by the manager. Accrued compensatory time shall be applied and reduced to zero (0) before vacation accruals are charged to approved vacation leave.
3. If the employee terminates for any reason, the value of accrued compensatory time shall be included in the employee’s final payroll check.

### **32. Job Postings/Trial Service Period**

1. **Filling of Vacancies.** This article shall apply to the filling of all vacancies of a position covered by this Agreement and shall operate simultaneously with the filling of vacancies to avoid layoff as provided in Article 26, Section 8. However, the filling of vacancies pursuant to Article 26, Section 8 shall have priority over the filling of vacancies pursuant to this Article.
  - a. A vacancy exists when there is no incumbent in a position and the Employer wishes to hire someone for the position.
  - b. A vacancy does not exist when an employee is reassigned or transferred from one working unit to another while maintaining the same classification and pay.
  - c. A vacancy does not exist when duties are reassigned among employees in the same classification in a work unit.
  - d. A vacancy does not exist upon the reclassification of an employee.
  - e. A vacancy does not exist if there is an employee on the layoff recall list who was employed in the classification which needs to be filled.

All vacancies for positions covered by this Agreement will be posted. Direct appointments by the Executive Director per Employer policy are exempted from these provisions, but in such case, only an internal candidate can be selected for a position covered by the Agreement. In the event the Executive Director makes a direct appointment as described above, the Union shall receive written notice of such appointment.

2. **Trial Service Period.** The Trial Service Period is an extension of the screening and selection process intended to confirm the validity of a hiring decision. While on a trial

service period the employee will not be subject to the Performance Management Program reviews, such as the mid-year and year-end evaluations.

By the ninetieth (90th) day of the new hire trial service period the supervisor shall provide the newly hired employee with a written evaluation of the employee's job performance and in particular describe what duties/responsibilities are being performed at an acceptable level, what duties/responsibilities, if any, need improvement and what steps the newly hired employee needs to take to demonstrate successful job performance prior to the end of the new hire trial service period.

If the supervisor does not complete a timely evaluation or advise the newly hired employee prior to the end of the new hire trial service period as to whether or not the new hire trial service period has been successfully completed or not, the employee shall be deemed to have successfully completed the new hire trial service period and the employee's status shall change to regular employee.

- a. **Internal Hire Trial Service Period.** Should an internal applicant be selected for a new position as a result of either a competitive recruitment process or a direct appointment, the employee will serve a trial service period not to exceed ninety (90) days as determined by the hiring manager in conjunction with the Human Resources Director in order to demonstrate his/her ability to fulfill the requirements of the new position. If during or at the end of the trial service period either the hiring manager or the employee determines that it is not in the best interests of either the Employer or the employee to continue in the position, the employee shall return to the prior classification and position if it still exists.
- b. **Transitional Opportunity Plans.** Employees on a transitional opportunity plan may have the internal hire trial service period extended for additional time not to exceed sixty (60) days. If during or at the end of the extended trial service period either the hiring manager or the employee determines that it is not in the best interest of either the Employer or the employee to continue in the position, the employee may be placed on the layoff list.
- c. **External Hire Trial Service Period.** Should an external applicant be selected for a position, the new hire will serve a trial service period of one hundred eighty (180) days during which the newly hired employee is evaluated by his/her supervisor to determine whether or not the employee will continue employment by the Employer after the trial service period. The new hire trial service period does not include any period of time off exceeding one (1) week in duration. The new hire trial service period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Employer, the Union and the affected employee.
- d. Nothing in this Agreement shall limit the Employer's right to terminate the new hire's employment during the trial service period, and such termination shall not be subject to the grievance procedure.



- e. During a new hire trial service period, supervisors are expected to provide regular and constructive communication to newly hired employees about their job performance.
3. **Internal Postings.** All vacancies for positions covered by this Agreement shall be posted internally for a period of at least one (1) week. The posting shall state the position title, the duties and the rate of pay. Employees eligible for recall will be notified of the vacancy pursuant to the procedures set forth in Article 27, Section 4.
- a. At the end of the internal posting period, Human Resources will review the pool of internal applicants who have applied for the vacant position and based on the knowledge, skills and abilities outlined in the position's job description forward those applicants who are deemed qualified to the hiring manager. For those internal applicants not qualified, Human Resources will prepare a written summary for the applicant of the reasons they were not deemed qualified.
  - b. First consideration in filling vacant positions covered by this Agreement will be given to qualified applicants from within the Employer's current work force and will consider internal development opportunities such as, but not limited to, Promotion Plans, Transitional Opportunity Plans, and Individual Development Plans for all internal vacancies. An internal hiring may be made conditional upon satisfactory completion of the transitional opportunity plan.
  - c. The hiring manager may proceed with an external recruitment, upon the close of the internal posting period, based on a good faith belief that a more competitive field of qualified candidates will exist by interviewing both internal and external applicants.
  - d. Any internal applicant not selected to fill the vacancy after an interview will be given an explanation why the applicant was not selected along with steps that can be taken to better position them for future advancement opportunities. The explanation will be given in writing at the request of the internal applicant.
4. **Transitional Opportunity Plans.** When a newly created position is filled by an internal candidate, the department director, in conjunction with the Human Resources Director, will determine if the employee chosen for the position requires new or additional skills or knowledge in order to successfully perform all the duties of the new position. If there is a requirement for new or additional skills or knowledge, a transitional opportunity plan may be developed with a projected completion date and an outline of specific endeavors and milestones that when completed represent attainment of the necessary prerequisites for the new position. A transitional opportunity plan may continue up to the end date of the Trial Service Period associated with a position.
5. **External Postings.** External postings shall be posted for a period determined appropriate by the Human Resources Director. Once the external posting is started, qualified internal candidates will continue to be considered for the position and may supplement and/or update their application materials during the period in which the external posting is open. All qualified internal applicant(s) who meet the minimum

qualifications for the position as contained in the position's job description shall be automatically included in the first round of interviews.

- a. **Selection:** After interviewing all qualified internal, and if appropriate, qualified external candidates for a position, the hiring manager will, in good faith and for reasons not arbitrary or capricious, select the candidate he/she deems best qualified for the position.

### **33. Job Sharing**

1. In an effort to create flexibility for staff while maintaining work continuity, the Employer may employ job sharing when appropriate. Job sharing refers to a full-time position that may be held by two (2) individuals on a shared time basis whereby the individuals holding the position work less than full-time. Job sharing is a voluntary program.
2. When the Employer determines that job sharing is appropriate for a specific position, the Employer will recruit and select employees as outlined in Article 32, Job Postings/Trial Service Period.
3. Job share employees shall accrue vacation leave, sick leave, holiday pay, and personal holiday pay which will be prorated based on the share of hours worked as it relates to full time employment.
4. Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled. In any event, the Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer paid insurance benefits and the full premium amount through payroll deduction.
5. The Employer may, at its discretion, terminate job sharing arrangements with at least twenty-one (21) calendar days' notice, or require either employee, or both, to work full-time. In the event a vacancy exists as part of a job share arrangement and the Employer is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis.

### **34. Temporary Workers**

1. This Article applies to the hiring and employment of Temporary Workers.
2. Each of the following shall be considered a "Temporary Worker" for purposes of this Agreement:
  - a. A "Temporary Worker" hired by the Employer per PDC Personnel Policy.
  - b. Except as noted in Subsection 3 of this Article, any other person hired or contracted with directly by the Employer, or through a contract with a vendor.

3. This Article does not apply to:
  - a. A "Regular FTE Employee" ("FTE") hired by the Employer per PDC Personnel Policy.
  - b. A "Limited Term Employee" ("LTE") hired by the Employer per PDC Personnel Policy.
  - c. An "intern" working for the Employer per PDC Personnel Policy.
  - d. A person engaged by the Employer by contract who provides services to the Employer as an "Independent Contractor" who meets the requirements of ORS 670.600 and guidelines established by the Internal Revenue Service.
4. The Employer may utilize a Temporary Worker to perform temporary work (i.e., work anticipated to not last longer than 1,040 hours in a twelve (12) consecutive calendar month period) for purposes, including, but not limited to, backfilling a vacancy during recruitment, covering a vacancy created by an extended absence, and special projects.
  - a. An individual Temporary Worker cannot be employed for more than 1,040 hours in a twelve (12) consecutive calendar month period, or re-employed as a Temporary Worker within twelve (12) months of previously reaching the 1,040 hour maximum.
  - b. If a classified position is being filled by a Temporary Worker, the Employer cannot employ one or more Temporary Workers in that position for more than 1,040 hours in a twelve (12) consecutive calendar month period.
  - c. An exception or extension of any limit described in this Section may be approved by the Labor Management Committee ("LMC"). When making such a request, the Employer shall provide the LMC with an analysis and explanation of the circumstances and justification for waiving these limits.
5. The Employer will evaluate work being performed by a Temporary Worker before the expiration of the 1,040 hour limit to determine whether the need will conclude within the limit, whether an extension of time should be requested of the LMC, or whether the position should be changed to an LTE or FTE.
6. Within ten (10) days of hiring any Temporary Worker, the Employer shall provide a notice to the LMC including the employee's name, classification name if a classified position, scope of work if not a classified position, and duration of employment approved by the Employer.

### **35. Wages/Salaries**

1. Pay ranges for classifications covered by this Agreement are as set forth in Schedule A.
2. An employee's scheduled salary will transfer to Schedule A on July 1, 2016, from their scheduled salary in place on June 30, 2016, ("former salary"). An employee will be placed on the step of their job classification's pay range on Schedule A that is nearest, but not below, their former salary.
3. In addition, for any employee who receives less than a 3.5% increase in the July 1, 2016, transfer to Schedule A, described above in Section 2, that employee will receive a lump

sum payment, which will be the difference between a 3.5% increase to their base salary as of June 30, 2016, and their base salary in place as of July 1, 2016.

4. Effective July 1, 2017, and July 1, 2018, the pay ranges set forth in Schedule A shall be increased by one and five tenths percent (1.5%) as a means to adjust the pay ranges in Schedule A for cost of living increases reflected in the CPI.
5. Effective August 1, 2017, and August 1, 2018, employees who have not already reached the top step of their respective pay range shall be moved to the next step. To be eligible for such a step increase, the employee must:
  - a. have received a "fully successful" or better rating in the "overall performance" category on their most recent performance appraisal review; and
  - b. have been in their current position for at least four (4) months prior to the effective date of the annual pay adjustments to be eligible for the step increase.
6. Employees being paid at or above the maximum for their pay range will remain "red-circled" (i.e., frozen) until the range maximum exceeds their current pay rate either through subsequent negotiations between the parties or through an increase in their pay range.
7. The Employer retains the discretion to advance employees more than one step on the pay range in its sole discretion. However, the Union waives the right to grieve any advancement of only a single step (in lieu of an advancement of more than one step).
8. The pay range for newly-created represented job classifications not included on Schedule A shall be set by the Employer with written notice to the Union. The Union shall have fifteen (15) calendar days after receipt of the notice to request bargaining on the pay range. Notwithstanding any request to bargain, the Employer may proceed with the recruitment and/or the employee shall start receiving the pay rate by the Employer, subject to possible adjustment through bargaining.
9. If the Employer hires a new employee at or above Step 4 of the applicable pay range, the Employer shall provide written notification to the Labor Management Committee of the reasons for the placement of that employee in the pay range set forth in this Agreement.

### **36. Sick Leave**

The Employer will provide the following sick leave benefits:

1. One hundred four (104) hours of accrued paid sick leave per year four (4) hours accrual per pay period). These benefits shall be pro-rated for part-time employees based on their normal work schedule.
2. Sick leave hours accrue to an employee at the end of each pay period and are available for use in a following pay period. If an employee is out on unpaid leave or is on "no pay status" at any time during a pay period, sick leave will accrue on no less than a pro-rata basis, only for such days the employee was on paid status.

3. Sick leave shall be carried forward for use in succeeding years; however, unused sick leave will not be paid upon termination, whether the termination is voluntary or involuntary. If an employee is laid off and subsequently re-employed by PDC as a result of Article 27 (Recall) of this Agreement, the employee's sick leave balance at the time they were laid off shall be reinstated to the employee upon their re-employment.
4. Employees are eligible to use sick leave for the following reasons:
  - a. Personal illness or disability; or
  - b. Illness or disability of a member of his/her immediate family, defined as including spouse, domestic partner, parent, grandparent, grandchild, parent-in-law (including the parent of a same-sex domestic partner); biological, adopted or foster child of an employee, or person with whom the employee has or had an in-loco parentis relationship, or brother or sister; or any other qualified relationship defined by FMLA/OFLA;
  - c. Medical or dental office visits; or
  - d. Bereavement leave when paid bereavement leave has been exhausted; or
  - e. Family and medical leaves of absences.
5. Employees must report their absence to their immediate supervisor, or his/her designee, as soon as possible, preferably within one (1) hour of regular starting time either by email or phone call.
6. When practical, employees should request extended sick leave in advance (e.g., surgery/recovery) using the designated process.
7. Sick leave shall be reported on time cards in quarter-hour (.25) increments. Leave taken for less than one-quarter (.25) hour shall be reported as one-quarter (.25) hour.
8. An employee on an alternate work schedule who takes sick leave for an entire day shall have his/her sick leave account reduced by the amount of hours normally worked that day.

*Example: If an employee is absent on a day that he/she normally works ten (10) hours, he/she shall request ten (10) hours of sick leave, not eight (8) hours.*
9. Any employee who is off on sick leave for three (3) or more consecutive working days may be required to submit a doctor's verification that the employee is able to resume work.
10. An employee may not use sick leave to extend job protected leaves. Sick leave will run concurrent with all job protected leaves of absence. Employees who utilize sick leave for a qualifying leave will have their time designated as such.
11. An employee with no accrued sick leave may request an advance of up to twenty (20) hours of future accrued sick leave, subject to approval of the employee's department director and Human Resources. If an employee terminates employment with a sick leave balance owed, that amount shall be deducted from the employee's final paycheck.

12. **Receipt of Donated Leave.** An employee who qualifies under the Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) and who has exhausted or anticipates exhausting all available accrued leave benefits during a qualifying condition may request to receive donated leave from other represented and non-represented employees, per the following conditions and procedures:
- a. An employee may receive a maximum of four hundred eighty (480) hours of donated leave per qualifying occurrence. If requested by the employee receiving the donation, and authorized by the donor(s), Human Resources will identify the donor(s).
  - b. An employee may donate up to a maximum of eighty (80) hours of accrued vacation or sick leave per calendar year in whole hour increments. However, a maximum of twenty-four hour (24) hours of the accrued leave donated may be sick leave.
  - c. In order to receive donated leave, an employee or authorized representative must submit a written request to Human Resources and provide information necessary to demonstrate their circumstances are a qualifying condition per this Article.
  - d. Human Resources is responsible for determining and notifying the employee within two (2) business days whether or not they are eligible to receive donated leave and whether or not their request is approved.
  - e. When a request to receive donated leave is approved, Human Resources will promptly issue an all-staff email indicating an employee is seeking donated leave.
    - i. At the employee's request, their name will be included in the announcement as the recipient, but no information about their underlying health or medical condition will be disclosed.
    - ii. The announcement will include general information and instructions to donors about the conditions and process for making a donation and a hyperlink to the Leave Donation Form on PDC's Intranet.
  - f. The dollar value of the donated leave shall be calculated by multiplying the donor's current hourly rate times the number of hours donated. The resulting dollar value shall then be divided by the recipient's current hourly rate to arrive at the corresponding number of hours of donated leave.
  - g. Donated leave shall be available to the recipient's leave account on an as-needed basis and Human Resources shall advise the recipient promptly whenever leave is donated.
  - h. Once donated leave has been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction; however, any unused donated for the qualifying event will be returned to the donor.
  - i. An employee who receives any donated leave must exhaust all available accrued leave (i.e., sick leave, personal holidays and vacation leave) before using any donated leave.

- j. Donated leave may not be used to extend employment beyond the point that it would otherwise end. For example, if an employee would have otherwise been terminated due to layoff or other reasons (including exhaustion of family medical leave), donated leave may not be used to extend employment.
13. After one hundred eighty (180) consecutive calendar days of employment, any employee in a budgeted position will be eligible for paid parental leave not to exceed six (6) weeks per occurrence. If an employee qualifies for FMLA/OFLA leaves, and/or parental leave, Paid Parental Leave under this rule must run concurrently with said leaves and must be used during the approved FMLA and/or OFLA parental leave.

**37. Holidays**

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

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

- 2. Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on a Sunday, the following Monday shall be considered as a holiday and paid for as such.
- 3. To receive holiday pay, an eligible employee must be in “Pay Status” immediately prior to and after the observed holiday.
- 4. An eligible employee who regularly works less than full-time (i.e., forty [40] hours per week) shall receive holiday pay proportionate to the amount of time their regular work week is to a full work week (i.e., forty [40] hours).  
*Example: an employee working twenty (20) hours per week would receive 50% of eight (8) hours, or four (4) hours Holiday Leave.*
- 5. If a full-time (i.e., forty [40] hours per week) employee is approved to work a compressed or flexible work schedule and the holiday falls on a regularly scheduled work day when the employee is scheduled to work more than eight (8) hours, the

employee must supplement the difference between the normal number of hours worked and the eight (8) hours of holiday pay with additional work hours during the same pay period, or use Vacation Leave or Personal Holiday Leave to supplement holiday pay and obtain their normal number of hours worked in a week.

*Example: an employee working four (4) days a week at ten (10) hours would supplement two (2) hours.*

6. An employee who is on vacation or sick leave when an observed holiday occurs will not be charged vacation or sick leave for that day.

### 38. Vacations

All employees shall receive vacation with pay as follows:

1. Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend upon the total amount of service for the Employer. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

<b>Anniversary</b>	<b>Equivalent Annual Vacation</b>
Entry	15 days
3	17 days
5	19 days
10	22 days
15	25 days
20	28 days

2. An employee's vacation is deemed earned and shall be credited each payroll period, and available in the following pay period.
3. Vacation leave hours will not accrue while an employee is on "no pay status" or an unpaid leave.
4. Accruals are prorated for an employee who works less than full-time (part-time employees working 20-39 hours per week).
5. An employee with fewer than fifteen (15) years of service may not have an accrued vacation leave balance exceeding two hundred eighty (280) hours at the end of the calendar year; employees with more than fifteen (15) years of service may not exceed an accrued vacation leave balance of three hundred twenty (320) hours at the end of the calendar year.
6. Individual accrual rates are adjusted January 1 of each year to correspond to the years of service an employee will have at the end of the calendar year.



7. Upon termination of employment at any time during the year, an employee shall receive a lump sum payment for the balance of his/her unused accumulated vacation leave, not to exceed the applicable two hundred eighty (280) or three hundred twenty (320) hours cap described in Paragraph 5 above.
8. Vacation leave will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, his/her vacation leave shall be paid in a lump sum. With manager approval, employees who have completed their ninety (90) days of service may borrow up to forty (40) hours against their annual vacation accrual in the first twelve (12) months of employment. Upon termination of employment, an employee's final paycheck will be reduced by any borrowed time that the employee has outstanding.
9. Employees may request vacation leave using the designated process and, when practical, submitted for approval at least two (2) weeks prior to the desired vacation period. Once an employee's vacation leave has been scheduled, the Employer shall not cancel such scheduled vacation leave unless the needs of the operation so dictate. The Employer reserved the right to restrict, limit or rescind vacation leave when necessary to maintain business operations or services.
10. If an employee's vacation is interrupted by a situation otherwise appropriate for the use of sick leave, the employee may request an adjustment on their timesheet from vacation leave to sick leave. The decision whether or not to approve such a request shall be made by the employee's supervisor in consultation with the Human Resources Director or designee, and only upon submission of appropriate documentation (e.g., doctor's note).
11. An employee on an alternative work schedule who takes vacation leave for an entire day (or week) shall have his/her vacation leave account reduced by the amount of hours normally worked that day (or week).

*Example: if an employee takes vacation on a day that he/she normally works ten (10) hours, he/she shall request ten (10) hours of vacation, not eight (8) hours.*

### **39. Employee Benefits**

1. Medical, Dental and Vision Coverage. Through the term of this Agreement, the Employer will provide a medical, dental and vision insurance program for eligible employees and dependents (including domestic partners). Cost-sharing of premiums between the Employer and eligible employees shall be as follows: the Employer contributes ninety-five percent (95%) of premiums for 1 Party, 2 Party, and 3+ Party. Employees contribute five percent (5%) of premiums for the level of coverage they elect. Medical, dental and vision benefits begin on the first of the month following an employee's first day worked. The Employer shall offer two plan choices: an Indemnity Plan (Traditional fee for service) and a Health Maintenance Organization (HMO). Eligible employees are those with a regular work schedule of forty (40) hours a week. Any part-time employees working 20-39 hours per week receive a pro-rated benefit, based on

number of hours normally worked. Retired PDC employees may remain as participants in group coverage at their own cost until age sixty-five (65) or otherwise eligible for Medicare.

2. The Employer will offer a High Deductible Health Plan (HDHP) as the Indemnity Plan offered to eligible employees. Eligible employees enrolled in the HDHP will have an Employer contribution made on their behalf to a Health Savings Account (HSA) or to a Health Reimbursement Arrangement (HRA). The Employer contribution to the HSA or HRA on behalf of each employee enrolled in the Employer's HDHP during the term of this contract will be in the amount of the annual applicable deductible, pro-rated for any portion of a year in which an employee is covered by the Employer's HDHP. If there is a substantial increase in applicable annual deductible amounts or an increase to the maximum out of pocket amount during the term of this Agreement the parties will follow the procedures outlined in Article 39, Section 3, of this collective bargaining agreement.
3. Future Modifications. It is recognized that the Health and Welfare Plans described in Subsection 1 above have been put together by the Employer and professional consultants for the benefit of all Employer employees. The parties further recognize that with the rapidly evolving conditions in health care, it may become necessary to re-evaluate current plan design, including level of benefits, co-pays, deductibles, etc. If such changes are to be considered, they will be reviewed with the Labor Management Committee. If the Labor Management Committee does not agree to the proposed changes the Employer may give notice of the right to bargain through the mid-term bargaining process.
4. Long-Term Disability Insurance. The Employer shall continue to pay the full premium for all employees with a regular work schedule of twenty (20) hours or more per week. The benefit shall be sixty-six and two-thirds percent (66 2/3%) of an employee's monthly pay, up to a maximum of \$7,500 (equates to \$5,000/month). There is a ninety (90) day benefit waiting period.
5. Accidental Death and Dismemberment (AD&D). The Employer shall continue to pay the full premium for all employees with a regular work schedule of twenty (20) hours or more per week. The benefit shall be equal to an employee's annualized pay, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, with a maximum benefit of \$150,000.
6. Term Life Insurance (Basic Employee Life). The Employer shall continue to pay the full premium for all eligible employees and dependents with a regular work schedule of twenty (20) hours or more per week. This life benefit is equal to an employee's annualized pay rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, with a maximum benefit of \$150,000.
7. Additional/Supplemental Employee and/or Spouse/Domestic Partner Life Insurance. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week may purchase additional life insurance for

themselves and spouse/domestic partner. The cost depends on age. Eligibility is subject to the plan rules.

8. Voluntary Dependent Life Insurance. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week may purchase dependent life insurance for a spouse/domestic partner and for each child.
9. Flexible Spending Plans. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week, if otherwise eligible, may participate in flexible spending plans (premium only plan, healthcare and dependent care) to assist in paying for dependent care and/or approved out of pocket medical/dental expenses, and health and dental premiums. The Employer shall continue to offer pre-tax payroll deductions and pay for the costs of administration.
10. PERS/OPSRP. The Employer will offer PERS/OPSRP plans to employees based on the PERS/OPSRP plan rules. The Employer will pay the six percent (6%) IAP employee share on the employee's behalf.
11. Deferred Compensation. The Employer shall continue to offer a deferred compensation plan for all regular, trial service or limited term employees.
12. Transit Subsidy. The Employer shall pay sixty percent (60%) toward the cost of a monthly Tri-Met bus pass or fifty percent (50%) toward a voucher for a C-Tran monthly bus pass. The Employer shall provide a monthly voucher in the amount designated in the City of Portland's carpool benefit for carpool parking in certain facilities. The Employer contribution shall not exceed the actual cost of the benefit. (i.e., honored citizen, or reduced rate passes). Eligible employees include: Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week who pledges to take an alternative mode of transportation eighty percent (80%) of the time by either riding the bus/MAX or participating in Tri-Met's carpool program.
13. Bike and Walk Subsidy. The Employer shall pay a \$41 monthly subsidy to employees who commute to work by bicycling or walking. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week who pledges to bike or walk to work at least eighty percent (80%) of scheduled work days.
14. The employee may not receive both the transit subsidy and the bike/walk subsidy at the same time.
15. Emergency Ride Home Program. The Employer shall continue to pay for this program for employees enrolled in the transit incentive program.
16. Direct Deposit. The Employer shall continue the direct deposit program and continue to have all paychecks to be distributed to any account designated by the employee.
17. Employee Assistance Program (EAP). Employer shall continue to provide an employee assistance benefit.

#### 40. Personal Holidays

The Employer shall provide personal holidays in accordance with the following schedule: Personal holidays must be used in the calendar year granted, and will not be paid out, or carried over into the next calendar year.

Benefit	Eligible Employees
3 days (i.e., 24 hours) paid-time off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee with a regular full time work schedule who is on the payroll as of January 1, or hired prior to March 31.
2 days (i.e., 16 hours) paid time-off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee hired between April 1 and June 30.
1 day (i.e., 8 hours) paid time-off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee hired between July 1 and September 30.
Pro-rated benefit based on number of hours normally worked.	Any of the above employees who work between 20-39 hours per week.

#### 41. Merit Leave

1. The purpose of Merit Leave is to provide the Employer with a tool to recognize and reward an employee for unique individual effort, performance or achievement.
2. Merit Leave is paid time off work and available to an employee on the same approval basis as vacation leave.
3. A supervisor, with the approval of the Human Resources Director, may grant Merit Leave at any time during the year, but generally in close proximity to the work accomplishments being recognized.
4. Merit Leave must be used within twelve (12) months of its award and will not be paid out in cash if not used.
5. An employee may accumulate no more than forty (40) hours of Merit Leave at any given time.
6. The awarding of Merit Leave is completely within the discretion of the Employer and may not be challenged under the grievance and arbitration procedure of this Agreement.

#### 42. Maintenance of Standards

Standards of employment related to pay, hours and working conditions which are mandatory for collective bargaining, except those standards modified through collective bargaining, shall be maintained at no less than the level in effect at the time of the signing of this Agreement. In

the event any proposed changes to these standards initiate the interim bargaining process, those guidelines will be followed by the Employer and the Union. Upon conclusion of this interim bargaining process, any disagreement between the Union and the Employer shall be subject to binding interest arbitration under the process outlined in Article 13(3)(f) and (g).

#### **43. Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

The parties recognize that both are subject to the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), as well as injured worker and civil rights related legislated requirements, and that nothing in this Labor Agreement may supersede the requirements of federal or Oregon law. The parties agree to meet and confer regarding circumstances where any of these laws and the Labor Agreement appear to conflict. A showing that a person is disabled and that action taken is a reasonable accommodation as determined by the Employer is an absolute defense to a contract violation claim.

#### **44. Successors and Assigns**

If the Employer, or any of its divisions or departments, is to be sold, merged or transferred to another entity, the Employer shall notify the Union about any negotiations that are ongoing and in advance of any agreement before sale, merger or transfer of the Employer. The Employer shall also notify the other party involved in the merger, sale or transfer of the existence of this Agreement, and that AFSCME Local 3769 is the sole bargaining agent of the employees covered by this Agreement. The parties will then work within the existing labor laws in effect at the time of the sale, merger or transfer.

#### **45. Successor Negotiations**

1. If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less than ninety (90) days prior to the termination of this Agreement.
2. It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.
3. The Employer will allow up to four (4) identified employees to attend collective bargaining sessions as members of the Union's negotiating team. If Employer has more than four (4) management employees on its negotiating team, the Union may have an equal number. These employees will suffer no loss of pay or paid leave during actual bargaining time that occurs during their scheduled workday. No overtime, per diem, or any other compensation will be paid for time in negotiation.

4. This Agreement shall remain in full force and effect until June 30, 2019.
5. Negotiations of a successor Collective Bargaining Agreement will commence on or before December 14, 2018, and if on May 15, 2019, there is no agreement on a successor agreement, the Employer and the Union will jointly request the prompt scheduling of the first mediation session.

**46. Notifications**

Whenever a notification of one party to the other is required by this Agreement or a related local, state or federal law, it shall be made to the following:

<b>The UNION</b>	<b>The EMPLOYER</b>
<p><b>AFSCME Council 75:</b></p> <p>ATTN: Council Representative to Local 3769 6025 East Burnside Street Portland, OR 97215-1267</p> <p><b>Local No. 3769:</b></p> <p>ATTN: President 222 NW 5<sup>th</sup> Ave Portland, OR 97209</p>	<p><b>Portland Development Commission:</b></p> <p>Attn.: Human Resources Director 222 NW 5<sup>th</sup> Ave Portland, OR 97209</p>

COLLECTIVE BARGAINING AGREEMENT AND AGREED TO BY:

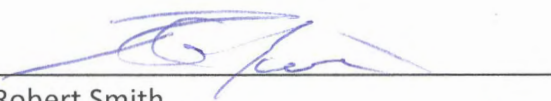
AFSCME COUNCIL 75

  
\_\_\_\_\_

Rob Wheaton

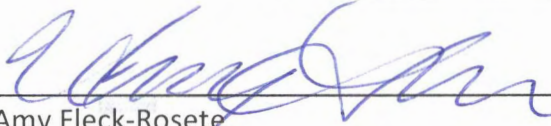
Date: 6/28/16

LOCAL 3769

  
\_\_\_\_\_

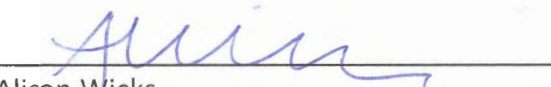
Robert Smith

Date: 6/16/16

  
\_\_\_\_\_

Amy Fleck-Rosete

Date: 6/16/16

  
\_\_\_\_\_

Alison Wicks

Date: 6/16/2016

PORTLAND DEVELOPMENT COMMISSION

  
\_\_\_\_\_

Tom Kelly, Board Chair

Date: 7-7-16 <sup>SPB</sup>

  
\_\_\_\_\_

Faye Brown, Interim Executive Director

Date: 7/7/16 <sup>SPB</sup>

## Schedule A

Schedule A

Classification Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Accountant II	11	\$56,563	\$58,543	\$60,592	\$62,712	\$64,907	\$67,179	\$69,530	\$71,964	\$74,483
Accountant III	14	\$65,479	\$67,771	\$70,143	\$72,597	\$75,138	\$77,768	\$80,490	\$83,307	\$86,223
Administrative Specialist II	3	\$38,284	\$39,624	\$41,011	\$42,446	\$43,932	\$45,469	\$47,061	\$48,708	\$50,413
Associate Real Estate Coordinator	18	\$79,590	\$82,376	\$85,259	\$88,243	\$91,331	\$94,528	\$97,836	\$101,261	\$104,805
Budget Analyst II	15	\$68,753	\$71,159	\$73,650	\$76,227	\$78,895	\$81,657	\$84,515	\$87,473	\$90,534
Budget Analyst III	18	\$79,590	\$82,376	\$85,259	\$88,243	\$91,331	\$94,528	\$97,836	\$101,261	\$104,805
Business Systems Analyst IV	20	\$87,748	\$90,819	\$93,998	\$97,288	\$100,693	\$104,217	\$107,864	\$111,640	\$115,547
Construction Services Coordinator	18	\$79,590	\$82,376	\$85,259	\$88,243	\$91,331	\$94,528	\$97,836	\$101,261	\$104,805
Construction Services Specialist	14	\$65,479	\$67,771	\$70,143	\$72,597	\$75,138	\$77,768	\$80,490	\$83,307	\$86,223
Credit & Collections Analyst	4	\$40,198	\$41,605	\$43,061	\$44,569	\$46,128	\$47,743	\$49,414	\$51,143	\$52,933
Digital Media Coordinator	16	\$72,190	\$74,717	\$77,332	\$80,039	\$82,840	\$85,739	\$88,740	\$91,846	\$95,061
Environmental Coordinator	16	\$72,190	\$74,717	\$77,332	\$80,039	\$82,840	\$85,739	\$88,740	\$91,846	\$95,061
Equity Coordinator	15	\$68,753	\$71,159	\$73,650	\$76,227	\$78,895	\$81,657	\$84,515	\$87,473	\$90,534
GIS Coordinator	16	\$72,190	\$74,717	\$77,332	\$80,039	\$82,840	\$85,739	\$88,740	\$91,846	\$95,061
IT Analyst III	18	\$79,590	\$82,376	\$85,259	\$88,243	\$91,331	\$94,528	\$97,836	\$101,261	\$104,805
IT Analyst IV	21	\$92,135	\$95,360	\$98,698	\$102,152	\$105,727	\$109,428	\$113,258	\$117,222	\$121,324
Payroll Accounting Analyst	7	\$46,535	\$48,163	\$49,849	\$51,594	\$53,399	\$55,268	\$57,203	\$59,205	\$61,277
Principal Technical Accountant	16	\$72,190	\$74,717	\$77,332	\$80,039	\$82,840	\$85,739	\$88,740	\$91,846	\$95,061
Procurement Services Coordinator	15	\$68,753	\$71,159	\$73,650	\$76,227	\$78,895	\$81,657	\$84,515	\$87,473	\$90,534
Procurement Specialist	10	\$53,870	\$55,755	\$57,706	\$59,726	\$61,817	\$63,980	\$66,219	\$68,537	\$70,936
Programmer Analyst IV	21	\$92,135	\$95,360	\$98,698	\$102,152	\$105,727	\$109,428	\$113,258	\$117,222	\$121,324
Project Coordinator I (Asst PC)	12	\$59,391	\$61,470	\$63,621	\$65,848	\$68,153	\$70,538	\$73,007	\$75,562	\$78,207
Project Coordinator II (PC, BDC)	15	\$68,753	\$71,159	\$73,650	\$76,227	\$78,895	\$81,657	\$84,515	\$87,473	\$90,534
Project Manager I (BDO, BOO, SPC, SBDC)	18	\$79,590	\$82,376	\$85,259	\$88,243	\$91,331	\$94,528	\$97,836	\$101,261	\$104,805
Project Manager II (New)	20	\$87,748	\$90,819	\$93,998	\$97,288	\$100,693	\$104,217	\$107,864	\$111,640	\$115,547
Real Estate Coordinator	19	\$83,569	\$86,494	\$89,522	\$92,655	\$95,898	\$99,254	\$102,728	\$106,324	\$110,045
Real Estate Transaction Coordinator	15	\$68,753	\$71,159	\$73,650	\$76,227	\$78,895	\$81,657	\$84,515	\$87,473	\$90,534
Records Coordinator	13	\$62,361	\$64,543	\$66,802	\$69,140	\$71,560	\$74,065	\$76,657	\$79,340	\$82,117
Senior Administrative Coordinator	8	\$48,861	\$50,571	\$52,341	\$54,173	\$56,069	\$58,032	\$60,063	\$62,165	\$64,341
Senior Business Finance Officer	17	\$75,800	\$78,453	\$81,199	\$84,041	\$86,982	\$90,026	\$93,177	\$96,439	\$99,814
Senior Communications Coordinator	16	\$72,190	\$74,717	\$77,332	\$80,039	\$82,840	\$85,739	\$88,740	\$91,846	\$95,061
Senior Project/Program Specialist	10	\$53,870	\$55,755	\$57,706	\$59,726	\$61,817	\$63,980	\$66,219	\$68,537	\$70,936
Video Production Coordinator	14	\$65,479	\$67,771	\$70,143	\$72,597	\$75,138	\$77,768	\$80,490	\$83,307	\$86,223



## Schedule B

### Approved Job Families - Represented Positions

Job Family	Job Title	Grade
Accounting	Payroll Accounting Analyst	7
	Accountant II	11
	Accountant III	14
	Principal Tech Accountant	16
Administration	Administrative Specialist II	3
	Credit & Collections Analyst	4
	Senior Administrative Coordinator	8
	Senior Project/Program Specialist	10
	Records Coordinator	13
Project Management	Project Coordinator I	12
	Project Coordinator II	15
	Project Manager I	18
	Project Manager II	20
Business Finance	Senior Business Finance Officer	17
Construction and Environmental Services	Construction Services Specialist	14
	Environmental Coordinator	16
	Construction Services Coordinator	18
Finance/Budget	Budget Analyst II	15
	Budget Analyst III	18
Geographic Information System	GIS Coordinator	16
Government & Public Relations	Video Productions Coordinator	14
	Senior Communications Coordinator	16
	Digital Media Coordinator	16
Information Technology Applications	Programmer Analyst IV	21
Information Technology Business Analysis	Business Systems Analyst IV	20
Procurement & Contracts	Procurement Specialist	10
	Procurement Services Coordinator	15
Real Estate	Real Estate Transaction Coordinator	15
	Associate Real Estate Coordinator	18
	Real Estate Coordinator	19
Equity	Equity Coordinator	15

**Schedule B**


**Memorandum of Understanding**

**Recognition of Previously Held Job Classifications**

The Employer completed a compensation study in February 2016. As a result of that study and in an effort to consolidate the number of pay ranges, job classifications and job families in Schedule B - the Project Management job family was created in lieu of the Business Development, Development and Business Opportunity job families.

The Employer and the Union agree that in the event of a layoff, if an employee previously held a classification in the Business Development, Development or Business Opportunity job family, the employee could request displacement of the least senior employee in the new Project Manager classification. The Employer determines that the employee meets the skills, knowledge, and ability requirements contained in the classification's job description and remains qualified to perform the work.

Any job classification eliminated from Schedule A will still be considered a bargaining unit position and will be recognized as such if the Employer were to have a need to hire for that job classification in the future.

<b>Existing Classification</b>		<b>New Classification</b>
Assistant Project Program Coordinator		Project Coordinator I
Project Program Coordinator		Project Coordinator II
Business Development Coordinator		
Sr. Project Program Coordinator		
Sr. Business Development Coordinator		Project Manager I
Business Development Officer		
Business Opportunity Officer		
N/A		Project Manager II (New)