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Section 1, Classification. All classifications will be designated as either a Generalist classification or a Specialist classification.

- (a) A Generalist classification is one in which all positions belong to the broad definition of the classification.
- (b) A Specialist classification is one in which all positions have been allocated to two or more specialty designations within the classification.

Section 2, Seniority for Layoff.¹ Classification seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of regular appointment to the classification. Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, or retirement. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.

- (a) An employee shall continue to accrue classification seniority in previously held classifications in which they held regular status as a result of accepting regular appointment to another classification.
- (b) The specialties within a specialist classification shall be treated as separate classifications.
- (c) Employees in a specialty classification shall accrue classification seniority only in specialties in which they hold regular status.
- (d) Voluntary demotion shall not displace another employee and shall cancel seniority entitlement to the higher class until reinstatement. In the event of a voluntary demotion, seniority unless otherwise established, begins upon the date of regular appointment to the demoted classification.
- (e) Seniority upon reinstatement from a voluntary demotion or reinstatement to City employment under the City's Human Resources Administrative Rules shall be adjusted to include previous regular time in the classification.
- (f) In the event of a reclassification resulting in regular appointment in the new classification, seniority for the incumbent unless otherwise established, shall be retroactive to the date the written request for reclassification and all required supporting documentation were filed with the Director of the Bureau of Human Resources.

Section 3, Specialties. If the City changes the criteria it uses for determining whether a PROTEC17 position warrants a specialty or adds a specialty for PROTEC17 represented positions, it must notify the Union. Upon notification, the Union shall have ten (10) working days to demand to bargain. If no demand to bargain is made, the City may implement the change or addition. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.692.

Section 4, Consolidated Seniority.

- (a) Seniority in a consolidated job classification shall be equal to the total permanent service in all job classes included in the consolidated classification.

Bargaining Intent Note: PROTEC17 has an interest in seeking seniority reciprocity with other City bargaining units. Should an agreement be reached between PROTEC17 and other bargaining units within the City, the City would be open to further discussion on the topic provided:

- a. All bargaining units agree to the same language
- b. Language would be similar to current contract language for PROTEC17
- c. Reciprocity excludes non-reps by HRAR

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- (b) Employees who held status in a selective certification on September 29, 1993, shall retain seniority in the new specialty created to replace the base (Generalist) concept. (See APPENDIX A)
- (c) Employees who are allocated to the City Planner II classification as result of the 2001 COPPEA Classification Study shall be granted seniority in the City Planner I and City Planner II classifications equal to their total seniority as a Planner. Employees hired as a City Planner II after June 5, 2002, shall accrue seniority only in the City Planner II classification.

Section 5, Transfers.²

- (a) An employee who has been permanently appointed to a specialty position may be transferred to a position in another specialty in that classification with the provision that they must pass a six (6) month probation period (12 months for part-time or job-share) in the new specialty.
- (b) An employee permanently appointed to a position in a Tech I, Tech II or Tech III successor classification may be transferred to a position in any other successor classification at the same level with the provision that they must pass a six (6)-month probation period (12 months for part-time or job share) in the new classification. For the purpose of this provision, the successor classes are as follows:
- (c) Tech I successor classes are: CAD Tech I, Development Services Tech I, Engineering Tech I, Environmental Tech I, GIS Tech I, Materials Testing Tech I, ROW Agent I.
- (d) Tech II successor classes are: CAD Tech II, Development Services Tech II, Engineering Tech II, Environmental Tech II, GIS Tech II, Materials Testing Tech II, ROW Agent II, TDM Spec I.
- (e) Tech III successor classes are: CAD Tech III, Development Service Tech III, Development Services Project Coordinator, Engineering Tech III, GIS Tech III, Materials Testing Tech III, ROW Agent III, TDM Spec II, Capital Projects Manager I.

Section 6, Regular Part-Time Employees. Seniority for regularly appointed employees in regular part-time or job share positions shall be calculated in the same manner as full-time employees. Regular part-time employees and job share employees shall have the same layoff and recall rights as permanent full-time employees.

Section 7, Seniority While on Leave. Employees shall accrue seniority while on any leave of absence granted under the provisions of this agreement. (See Article 15, Section 7 for return from leave rights.)

² Bargaining Note: The Union and the City will update the language in Sections 4 and 5 after the results of the Classification Compensation study are complete.