

ARTICLE 6
GENERAL PROVISIONS¹

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Section 1, Nondiscrimination.

- (a) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, family status or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications or mandatory retirement.
- (b) All references to employees in this agreement designate all people and wherever the male or female gender is used it shall be construed to include all employees, regardless of gender identity.

Section 2, Probation.

- (a) The probationary period for an employee serving an initial probationary period in a PROTEC17 represented classification shall be nine (9) months. The probationary period for a part-time or job-share employee serving an initial probationary period may be extended up to twelve (12) months to allow for adequate hours of on-the-job training.
- (b) The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months. The probationary period for a part-time or job-share employee being promoted to a higher classification may be extended up to nine (9) months to allow for adequate hours of on-the-job training.
- (c) During their probationary period employees will be given one (1) written evaluation near the mid-point and a second written evaluation approximately one (1) month prior to the end of the probationary period. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate an employee during the probationary period without recourse to the grievance procedure.
- (d) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union and the affected employee. Any such extension shall be in writing and include a list of training benchmarks that must be met for an employee to demonstrate successful completion.

Section 3, Uniforms and Protective Clothing.

- (a) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing and equipment that is needed by the employee to perform their duties; in addition, the City shall reimburse employees – up to a total maximum of \$250 per calendar year – for their purchase or replacement of safety shoes, prescription safety glasses, rain gear, or insulated clothing needed by the employee to perform his/her duties. If an eligible employee received no reimbursement the previous calendar year, then up to \$300 may be reimbursed.
- (b) Employees shall be instructed as to the City-provided safety apparel and/or equipment required for the work to be performed and the proper use thereof. City provided apparel and protective gear shall be appropriately sized and fitted for the employee.
- (c) An employee shall be eligible for the reimbursement after thirty (30) days' service in the position needing the protective clothing described in subsection (a) above.

Section 4, ~~Classification Study~~ Position Descriptions². The City will endeavor to create position descriptions for all PROTEC17 positions and will have a position description drafted for all positions by the end of the contract cycle. Twice a year, the City will create a progress report that includes the number of position descriptions that have been drafted as well as outline challenges facing project

¹ All economic items within this article remain open for bargaining.

² Bargaining Note: During the review of PROTEC17 classification specifications the parties will apply a lens to lay out entry, journey, and advanced level through each series.

completion. The progress report will be issued to the Union and the Director of Human Resources. The City shall commission and conduct a study of the job classifications covered by this agreement. The study shall begin no later than fiscal year 2022-2023. Upon completion of the study and after consultation with the Union, the classification structure will be submitted to City Council for adoption. The compensation portion of the study will be subject to negotiations with the Union as part of the successor contract.

Section 5, Contract Printing. The City shall, within thirty (30) working days of City Council approval of this labor agreement, have copies of this agreement printed and bound and distributed to the Union at a charge equivalent to the City's cost of production. The number of copies shall be equal to the number of current employees represented by the Union plus fifty (50) extra. Costs of additional copies for use by non-Union personnel will be borne by the City.

Section 6, Safety.-

- (a) The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.
 - (b) No employee shall be disciplined for refusal to violate City or Bureau safety policies and rules or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes that direct bodily harm would result.
 - (i) An employee should notify their supervisor of a worksite or situation they believe is unsafe or dangerous to their personal security and work with their supervisor to make a reasonable attempt to accommodate or address safety concerns. If an employee leaves a worksite due to a safety concern, they shall notify their supervisor immediately upon leaving.
- (b) (c) — **Reasonable Employment Accommodations.** In accordance with HRAR 2.06, the City provides reasonable accommodations for qualifying people with disabilities, people who are pregnant or have related conditions, and people who have religious customs and/or beliefs (a "Protected Status") to enhance workplace productivity and facilitate equal employment opportunities.

Section 7. Loss of Driving Privileges

(a) First Occurrence. On the first occasion when an employee, who is required to have a valid driver's license as a condition of employment, reports driving privileges suspended, revoked, cancelled or restricted, the employee will be accommodated in a non-driving assignment in the same or lower job classification for thirty (30) calendar days. If the employee does not regain a valid, unrestricted license at the end of the thirty-day accommodation period, the bureau may transfer the employee to a nondriving assignment in the same or lower job classification or lay off the employee, at the bureau's sole discretion. If the employee receives a valid, unrestricted license within ninety (90) calendar days after the loss of the license, the employee will be returned to work. If the employee receives a valid, unrestricted license after ninety (90) calendar days after the loss of the license, the employee will be subject to recall under the provisions of Article 25, Section 2 (d). The bureau will, at the request of the employee, provide the employee with a letter that verifies the employee's work location and schedule for the purpose of providing the employee with necessary documentation to obtain a Hardship Permit. If an employee obtains a Hardship Permit, the City's Risk Manager will review and determine whether to allow the employee to operate a vehicle for City business purposes.

(b) Second Occurrence. If within three years from the first incident of driving privileges being suspended, revoked, cancelled or restricted, an employee again reports their driving privileges being suspended, revoked, cancelled or restricted, the employee may be accommodated in a nondriving assignment in the same or lower job classification or may be laid off at the bureau's sole discretion. Upon receipt of a valid, unrestricted driver's license, the employee will be subject to recall under the provisions of Article 25, Section 2 (d). If an employee obtains a Hardship Permit, the City's Risk Manager will review and determine whether to allow the employee to continue to operate a vehicle for City business purposes.

(c) Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.

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Section 8. Exit Interviews³

Upon separation from the City for any reason, employees will be granted the opportunity of an exit interview. The data or narrative collected, less employee names, will be shared with the Union annually.

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³ Bargaining Note: During the current open bargain for the successor CBA, the City and the Union will create a committee of subject matter experts to develop a system or process to make exit interviews happen consistently, develop questions and ways to extract information.

