

LETTER OF AGREEMENT – TEMPORARY EMPLOYEES

Effective upon the last date signed, this Letter of Agreement is entered into between the City of Beaverton ("the City") and SEIU Local 503, OPEU ("the Union") and it updates the previous Letter of Agreement – Temporary Employees¹ in the following ways: 1) it adjusts the staffing provided for in section 5(b); and 2) updates the wage rates listed in section 7(f) to those rates in effect as of July 1, 2016. Unless the parties agree to otherwise, this Letter of Agreement shall expire upon the expiration of the parties' collective bargaining agreement.

1. The City may utilize temporary employees for special projects, seasonal work, or other temporary increases in workload due to emergency or short-term needs. Emergency and short-term needs include filling in for regular employees who are on vacation, in training and meetings, or on FMLA/OFLA, military or extended leave. Temporary employees may also be used to temporarily fill position vacancies until a regular employee can be hired into the position.

2. Temporary employees will be grouped into one of the following categories based on the purpose for which they are hired: Temp: Special Project, Temp: Seasonal, Temp: On-call, Temp: Intern, Temp: Student, or Temp: Grant-funded.

3. The City will require a hiring manager to describe in writing a temporary job to be performed, the required tasks, the program and the duration. The City agrees to number temporary positions with the exception of library on-calls. The City will classify the work and identify the program. The City will not use a temporary employee for more than 1,040 hours in a position without agreement of the Union.

4. The City shall provide the Union a report of temporary and seasonal workers within fourteen (14) calendar days of the request. The report will include temporary employee positions, position numbers, employees who have worked in those positions, and the hours each employee has worked in a position.

5. Limits on Usage of Temporary Employees

- a) Temporary employees' involvement in a special project shall not exceed 1,040 hours, unless the Union is in agreement. Once the 1,040 hours have been exhausted for that specific project, the City may not bring in another temporary employee to work on the same project in the same program unless the Union is in agreement.

¹ The predecessor to this Letter of Agreement vacated ULP 20-08 Temporary Employees Settlement and the Union withdrew ULP 20-12 when that Agreement initially went into effect.

- b) Temporary employees assigned to seasonal positions may work in and return to seasonal work that occurs, terminates, and recurs year after year. Temporary employees working seasonal positions may exceed 1,040 hours as an employee of the City; however, they may not work in the same position in the same fiscal year for more than 1,040 hours and may not be used in multiple positions in the same program for more than 1,040 hours without the agreement of the Union. The Union and City agree that the following positions are seasonal. During the term of the 2015-2018 contract, additional seasonal positions may be discussed by the City and the Union.

Seasonal positions shall not be filled outside of the season to perform seasonal jobs. The City and Union will discuss the season for each job and the City will set the season. Seasonal positions shall not exceed 1,040 hours per position per season.

Job Title	Assignment	Season	Position(s)
Engineering Construction Inspector	Construction, Inspection	April-November	1
Laborer/Laborer Technician	Crack Sealing/Joint Sealing/Paving/Overlays	April-November	6
Laborer	Creek Enhancement/Pond Mowing	April-October	3-5
Laborer	Flower Pot Watering	May-October	2
Office Clerical Events	Mayor's Events	Mid-April to mid-October	2
Laborer	Striping	April-November	2
Laborer/Laborer Technician	Peak Season Leaf Removal	October-January	2-4
Laborer	Peak Season Pruning/Mowing	May-October	1
Plans Reviewer	Plans Reviewer	February-October	1
Laborer	Post and Brush	June-October	2
Library Summer Reading	Summer Reading Program	May-August	1
Laborer	Tree Watering	May-October	1

- c) On-call temporary employees will be used to fill in for regular employees who are absent due to vacation, illness, training, meetings, any of the

aforementioned leaves of absence, or to temporarily fill a vacant position. On-calls are primarily used in the Library and for inspections in CEDD, but may be used in other City departments as well. Temporary employees in on-call roles are not limited in the number of hours they work, in the departments or programs in which they work, or in the length of time they work as an on-call temporary employee. Departments may use on-call employees without limitation as long as it is within the scope of what an on-call temporary employee is to be used for. See separate Library on-call use Letter of Agreement dated August 2012 for library on-call use.

- d) The City may hire a temporary employee as an internship opportunity for a student who has been accepted into the City's Internship Program. Such opportunities are paid out of the HR Internship budget. Interns are required to be in a college or university-sponsored program. Internships are limited to 1,040 hours. The City will offer no more than eight paid internships per fiscal year.
- e) The City may hire high school or college-enrolled students working during their official school holidays/breaks in the City Attorney's Office Records Section and in Public Works Engineering for traffic counts. Students are exempt from the 1,040 hour limitation.
- f) The City may hire temporary employees to fulfill the responsibilities of a grant. The wages of temporary employees in this capacity must be funded by the grant. Grant-funded temporary employees are limited by the parameters and funding of the grant and are not limited to 1,040 hours. If a grant funded position will last longer than 1,040 hours, it will be considered a limited duration position which is a regular employee entitled to the benefits given to other regular employees.

6. Union Representation

- a) Temporary employees in Temp: Seasonal categories will be members of the bargaining unit by virtue of their membership in this category. Temporary employees in all other categories will not be members of the bargaining unit.
- b) Temporary employees represented by the Union will be subject to Articles 1-6, 13, 16, 21, 23-25, 28-30, 32-36, and 38.
- c) Temporary employees represented by the Union will not be subject to Articles 7-12, 14, 15, 17, 18, 20, 26, 31, and 37 as they do not apply. Article 19 will only apply in so far as the City will pay the seasonal temporary employee one day for jury or witness duty. If the temporary employee is put on a jury for a longer period than one day or called as a witness for more than one day, the additional time will not be compensated by the city. Temporary employees are subject to the conditions of Employee

Handbook Policy 6.5, with the exception of the one paid day for temporary employees. Article 22 will only apply in so far as the City will provide temporary employees with any clothing necessary to carrying out the responsibilities of the position. Article 27, Grievance Procedure, will apply to Temp: Seasonal employees with respect to any disputes regarding the meaning, interpretation or application of any of the Articles listed in Section 6b) of this Letter of Agreement.

- d) Temporary employees represented by the Union will be at-will employees (no just cause) and will be subject to having their temporary employment terminated at the discretion of the City for any reason and without recourse.

7. Compensation

- a) Temporary employees will be paid hourly based on the salary schedule for the temporary position to which the employee is assigned. Wages for temporary employees represented by the Union will be negotiated by the Union and City.
- b) Seasonal employees will accrue 1.85 hours of PTO per pay period and may carry over to different consecutive seasonal work. After 30 days of employment, seasonal employees may use accrued PTO. Once the seasonal employee is terminated, PTO will be cashed out and started over at the next seasonal position.
- c) Temporary employees will not be authorized to work any overtime if it takes away a regular Union employee's opportunity for overtime within the work unit. Temporary employees may not accrue compensatory time in lieu of actual overtime worked.
- d) The City will contribute 2% of base pay to a VEBA account on behalf of each seasonal employee. All seasonal employees will be required to participate in the VEBA.
- e) The City will provide up to \$100 per year to seasonal employees in crack sealing/joint sealing/paving/overlays and striping positions for boots. The City will provide coveralls, shirts, and personal protective equipment as appropriate to seasonal employees.

f)

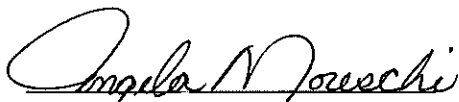
Job Title	Rate ²
Engineering Construction Inspector (seasonal)	\$24.94
Laborer (seasonal)	\$16.65
Laborer Technician (seasonal)	\$20.10
Library Summer Reading (seasonal)	\$18.82

² Wage rates in effect as of July 1, 2016.

Office Clerical Events (seasonal)	\$15.81
Plans Reviewer (seasonal)	\$23.16

8. Temporary employees hired to perform management level work are exempt from this agreement.

FOR THE CITY:



Angela Moreschi,
Human Resources Director

FOR THE UNION:



Brian Rudiger,
Executive Director SEIU Local 503, OPEU

4/13/17
Date

3/29/17
Date