

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6640

**APPROVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PORTLAND DEVELOPMENT COMMISSION
AND AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL 75, LOCAL 3769**

WHEREAS, on May 1, 2007, in a vote conducted by the State of Oregon Employment Relations Board, eligible Portland Development Commission ("PDC") employees elected to be represented by the American Federation of State, County, and Municipal Employees, Council 75, Local 3769 ("AFSCME") in labor negotiations with Portland Development Commission ("PDC") Management;

WHEREAS, on November 1, 2007, AFSCME and PDC Management commenced labor negotiations;

WHEREAS, on September 12, 2008, AFSCME and PDC Management reached tentative agreement on a proposed contract for the period July 1, 2007 through June 30, 2010;

WHEREAS, AFSCME has ratified the proposed contract by vote of its membership; and

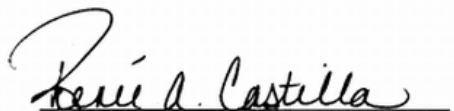
WHEREAS, the PDC Board of Commissioners has been briefed on the details of the proposed contract and desires to take action to approve it.

NOW, THEREFORE, BE IT RESOLVED that the Collective Bargaining Agreement between AFSCME and the Portland Development Commission, substantially in the form attached hereto as Exhibit A (the "Collective Bargaining Agreement"), is hereby approved;

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the Collective Bargaining Agreement for and on behalf of PDC;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the Collective Bargaining Agreement, prior or subsequent to execution, if such changes, in the opinion of the Executive Director and General Counsel, do not materially change PDC's obligations or risks; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.


Renee A. Castilla, Recording Secretary

Portland Development Commission

and

AFSCME Local 3769

Recommended Settlement

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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.

Preamble

This Agreement, made and entered into this 1st day of _____, 2008, 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.

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) listed in Exhibit A, excluding all management, supervisors, confidential, contractors, contractor's employees and temporary workers.
2. **Initial Probationary Period.** For the purpose of this labor agreement, probation is defined as a 180-day period, excluding any period of time off exceeding one (1) week in duration. The probationary 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.

All employees during their probationary period will be given a minimum of one written evaluations based on the core components of the job description with a copy to the employee and the Union at the end of six months. Nothing in this section shall limit management's right to terminate the probationary period, and such termination shall not be subject to the grievance procedure.

If the Employer does not complete timely evaluations or advise the employee prior to the end of the probationary period of whether or not the probationary period has been successfully completed or not, the employee shall be deemed to have successfully completed the probationary period and their status changed to permanent employee.

Permanent Employee: Any employee who has permanent status and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.

Permanent Part-Time Employee: Any employee whose employment is for less than full-time on a job classification contained in Schedule A. The probationary period of permanent part-time employees will be one hundred eighty (180) calendar days.

Part-time employees will accrue seniority on the basis of actual time worked in their classification and shall not bump permanent full-time employees.

The Employer shall make available to a representative of the Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A.

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 tenders the defense to AFSCME.

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.

AFSCME Council 75 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 of the Employer's faithful 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.

PEOPLE Committee Deductions

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

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; 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 rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

Strikes and Lockouts Barred

1. There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.
2. If an employee encounters a labor dispute picket line at an assigned work location, the employee shall immediately contact his or 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.

Union Representation

The Council Representatives of the Union shall have access to the Employer's operations, provided they do not 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.

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 against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

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 nor 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.

Meetings for the purpose of discussing disciplinary action will be held as promptly as possible, usually within five (5) working days, unless compelling reason requires an extension of time of up to an additional five (5) working days of the request for such a meeting.

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: PDC 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 committee recommendations will be shared back 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. PDC will not deduct time spent by an employee who is released from scheduled work hours to attend a meeting.

6. New Employee Orientation: The Union shall be allowed to make a fifteen (15) minute presentation as part of new employee orientation monthly meeting.
7. The Employer shall allow employees the reasonable use of electronic tools (e.g., email, IRA), telephones and meeting rooms in order to conduct Union business as consistent with the Employer's policies dealing with use of PDC equipment and premises.

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.

Evaluations/Counseling

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. An employee shall receive a copy of any employee evaluation report and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline. If an employee feels that the performance appraisal contains a factual misrepresentation, the employee will be allowed to attach a response or rebuttal to the performance evaluation.
2. Discussions, evaluations or counseling by supervisors do not require the presence of a Union representative.
3. The parties agree that all meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect.

Discipline/Discharge

1. Disciplinary actions or measures shall include only oral warning, written reprimand, final warning, demotion, suspension and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
2. Work improvement plans may be initiated and written for an employee who has less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved. The parties acknowledge that a work 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 to be rectified and that failure to rectify the problem(s) may lead to disciplinary action. However, the parties agree that the work improvement plan is not a disciplinary action. A work improvement plan is not a required step in the disciplinary process, but may be included as part of a formal disciplinary action.
3. 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. Discharge, Demotion and Suspension: The Employer shall not warn, reprimand, discharge, demote or suspend any employee without just cause who has completed his/her probationary period as provided above. If, in any case, the Employer feels that there is just cause for discipline, the employee involved and the Union shall be provided with a written notice of discipline. Such discipline shall state the nature of the offense for which the employee is being discharged, demoted or suspended, in detail, specifying dates, locations and the particular nature of the offense committed by the employee.
5. Records of oral or written reprimands shall be removed from an employee's personnel file after three years, on the employee's request, except in cases of serious misconduct, including workplace harassment, employment discrimination, threatening workplace behavior, violations of the Agency's drug and alcohol policy, or recurring incidents of the same behavior which resulted in the original record of oral or written reprimand.
6. 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.
7. Just cause provisions of this section do not apply to temporary employees, as defined in Article 1.

Grievances, Complaints and Arbitration

1. To promote better Employer/employee relationships, all parties pledge their
2. immediate cooperation to settle any grievances or complaints 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 of an established PDC policy affecting mandatory subjects of bargaining which has been adopted by the Executive Director.
3. 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.

4. **Procedure:**

4.1 **Time Limits:** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, 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.

4.2 **Informal Level:** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his or 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.

4.3 **Level One – Department Head or Designee:**

- a. 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 Head or Designee within thirty (30) calendar days of the claimed violation.
- b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be 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 making this statement and providing information regarding the grievance.
- c. 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 or 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.

5. Level Two – Human Resources

- a. 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 the Department of Human Resources at Level two within fourteen (14) calendar days after receiving notice of the Level one decision.
- b. 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.
- c. 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 Clause ____ of this Agreement).
- d. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than fourteen (14) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- e. To submit a grievance to Level Two a copy of the grievance shall be filed with the office of Human Resources.
- f. 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.
- g. Upon timely filing, the written grievance will be discussed between the employee, the Union involved 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.
- h. 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.

6. Level Three—Mediation:

- a. If the Union is not satisfied with the Level Two response, upon the mutual agreement of the parties it may be referred to the Employment Relations Board for mediation within fourteen (14) calendar days after the Level Two disposition has been rendered.
- b. The costs of the mediator will be equally split between the parties.

7. Level Four – Arbitration:

- a. If the grievance remains unresolved at Level Two or Level Three (mediation) the local Union involved shall have the right to refer the matter to arbitration. In the event the local Union elects to do so, it must notify the Director of Human Resources of its decision in writing within twenty-one (21) calendar days of denial of the grievance at Level Two or twenty-one (21) calendar days after the close of mediation if the parties agree to refer the grievance to Level Three.
- b. 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 select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- c. 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.
- d. The losing party shall pay the arbitrator's fee. All other expenses shall be paid by the party incurring them.
- e. 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, and any such decision or settlement of the grievance between the Union and the Director of Human Resources/Department Head in good faith shall be binding on all parties.
- f. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

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 30 days advance written notice, and an opportunity for discussion during that 30-day period.
2. In case an employee is laid off, quits or is discharged, s/he shall receive his/her pay in compliance with State law.

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.

Interim Position

When an employee is assigned, in writing, by the Agency 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 the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

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 PDC 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.

Tools

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

Inclement Conditions

1. In the event of inclement or hazardous conditions which, in the judgment of the Employer, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices, the Employer will post an announcement on the PDC Weather Line (503-823-3464), normally by 6:00 a.m. The employees may request and the Employer may grant the use of vacation leave, personal holiday time, 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 after the beginning of the normal work shift, employees who reported to work prior to the decision to close the office or facility shall be paid for the remainder of the shift.
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 shift. Such leave is subject to supervisory approval and if granted the employee may request and the Employer may grant vacation leave, personal holiday time, or leave without pay to cover such time loss.
4. If due to weather conditions an 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 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 the PDC office opens "late" (i.e., after 8:00 AM) employees who are in the office at work for the balance of the workday, will receive credit for a full workday.
7. If an employee chooses to remain at home during inclement weather and the PDC office is open for business, the employee will be required to use accrued vacation leave or personal holiday for any hours absent, 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 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.

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 PDC's Code of Conduct). However, once a final decision is reached on any matter or policy, all PDC employees are expected to publicly support the decision and actions of the agency.

Whistle-Blowing

The employer recognizes that whistle-blowing is appropriate in response to unlawful, unethical or improper actions.

As such, employer encourages any employee who observes significant unlawful, unethical or improper actions by a PDC official to make a good faith report of such actions in a timely manner to his/her supervisor, department head, Human Resources Department, or to the PDC Safe Haven Program.

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

Jury/Witness Duty 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 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 on an approved Jury/Witness Duty leave of absence will receive the difference between the employee's regular, straight-time daily salary or wage and the compensation received by the employee from the court or administrative agency. To receive such pay, an employee must submit to his or her supervisor official verification of jury duty pay or witness fees.
4. If an employee is excused or dismissed prior to the end of the work day, he or she shall report back to work if practical.
5. This benefit does not apply to personal litigation.

Funeral Leave

An employee absent from duty by reason of the death of his or her 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, shall be allowed three (3) days' time off duty without deduction of pay on account of such absence.

An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such time shall be made by the department head or his/her designee and shall not be unreasonably denied.

Under exceptional circumstances leave for death may be granted by the department head (or his/her designee) upon the death of a person other than the employee's immediate family.

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

Other Employment

Other Employment. PDC employees may not hold another job (as an employee) or be engaged in an active outside business venture (e.g., as an owner, partner or paid board member; or independent consultant) without appropriate approval.

1. Generally, approval will be granted when it is determined that an employee's outside employment or business venture meets all three of the following criteria.
 - a. The activity does not represent a potential conflict of interest.
 - b. The activity is in accordance with PDC standards on professional conduct and ethics.
 - c. The activity does not impair an employee's ability to satisfactorily perform his or her PDC job.
2. Prior to beginning any outside employment or involvement in a business venture, employees are responsible for submitting a written memorandum to his or her department director and the Human Resources Manager describing the situation and addressing the standards and expectations of this policy.
3. The department director will confer with the Human Resources Manager who will respond in writing to the employee indicating whether or not such request is approved.

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 be required on an ongoing basis and is expected to be permanent.

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. The person initiating a classification correction shall provide Human Resources with a written explanation using the forms and process designated by Human Resources.
4. PDC’s Human Resources Department 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 both the employee and the manager.
5. When a classification correction is approved, the job description will be revised to reflect the new and permanent duties.
6. If a reclassification results in an employee moving to a higher salary 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 wage. 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 salary adjustment shall be the first pay period following submission of the classification correction request or the date identified in the Human Resources findings.
7. If a reclassification results in an employee moving to a lower salary range, the employee’s salary 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 salary range.
8. If a reclassification results only in a revised job description, with no change in salary range, the employee will receive no salary adjustment.

Layoff

Seniority: Seniority for purposes of layoff and recall shall be determined as the length of continuous service from the date of hire with the Employer. Continuous service 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. However, seniority shall accrue during layoff and approved leaves of absence.

A tie in seniority shall be broken and greatest seniority determined by random draw.

Reduction in Force: In the event the employer is going to reduce the number of positions in a classification* in a department the employer will ask for volunteers to take layoff. If there are no volunteers, the Employer shall layoff the employees in the classification with the lowest seniority

first. In the event an employee's position is abolished, an employee shall be permitted to bump as follows, provided the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing class specifications by the Department of Human Resources.

- a. Into a vacancy in the same classification in the employee's department, if none, then;
- b. Into a vacancy in the same classification in the agency, if none, then, provided the affected employee has greater seniority;
- c. Into the position held by the least senior person within the employee's current classification within the agency; if not, then
- d. Into the position held by the least senior person one level down within the employee's current job family; if not, then
- e. Into any represented job held by the employee within the preceding three-year period, provided as set forth above, the employee remains qualified to perform the work and meets the skills, knowledge and ability requirements for the position, as contained in the job description for the position.

After any employee elects to exercise his or her bumping rights under this article into a lower-paid position, the employee shall receive the rate of pay of the lower-rated position at the step on the wage scales which is closest to, but less than, the employee's current wage rate.

In any of the displacements above if the employee with the lowest seniority is part-time and the employee electing to displace the lowest seniority employee is full-time, the full-time employee shall convert to part-time and shall work only the number of hours per week as the displaced part-time employee, unless more hours are mutually agreed to by both parties.

If the employee with the lowest seniority is full-time, and the employee electing to displace the lowest seniority employee is part-time, the part-time employee shall convert to full-time and shall work forty (40) hours per week, unless fewer hours are mutually agreed to by both parties.

Classification Definition: For purposes of the application of various aspects of this labor agreement, the term "classification" is defined as a position with the same job title, work eligibility and requirements, and salary range.

Recall

1. The Employer shall re-employ laid off employees in a strict seniority basis for the classification from which the employee was laid off.
2. Employees shall be placed on a layoff list for the classification from which layoff occurred, for a period equal to the length of their total Employer seniority, or until recall

- to the classification from which layoff occurred, but in no event more than two years, or removal as defined below, whichever occurs earlier.
3. An employee who has been separated from PDC by reason of a reduction in force shall be entitled to:
 - a) receive internal job announcements for up to six (6) months from layoff date if the employee notifies Human Resources every 30 days of re-employment interest; and
 - b) apply for internal recruitments for a period of six (6) months immediately following his or her layoff.
 4. On re-employment of laid off employees, the Employer shall notify the employee by Certified Letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the Employer and shall report to work within two (2) weeks after notification to the Employer.
 5. Reappointment to the classification from which the employer was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the layoff list and right to recall.

Job Security and Outside Contracting

1. When contracting of work which 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 comparison data to the Union based on uniform specifications.
2. Except in case of emergencies, a "reasonable opportunity" for Union discussion shall mean a period of not less than thirty (30) working days beginning the date of receipt of certified written notice by 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.

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.
4. 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 previously contracted out to determine whether such work can be more efficiently performed by bargaining unit personnel, or 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.

5. The provisions of this article of the contract do not apply to work which is currently contracted out by the Employer prior to entering into this Agreement.

Education Fund

1. Each fiscal year, the Agency shall allocate \$45,000 for use by bargaining unit employees for an education fund program as described below. Any amounts unspent during the fiscal year shall not be carried over into the subsequent year, but the subsequent fiscal year shall begin with a new \$45,000 budget allocated for these purposes.
2. In order to be eligible for participation in the program, the employee must have been employed for at least 2080 hours with PDC, and must have received a “fully successful” rating on their most recent performance appraisal. The maximum allocation for each individual full-time employee shall be \$3,500 per year, and shall be prorated for employees working less than full time. These amounts may be used for classes, books, fees, etc., related to the approved course(s). 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 \$3500 per-year maximum allocation for individual employees.
3. Applications shall be considered on a first-come, first-served basis within the established annual budget. The education must be provided through an accredited and approved academic institution. The requested classes or degree 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 PDC business). The requested classes must be listed in a manager-approved development plan if they are not directly related to the employee’s current position but are appropriate for job growth. At the discretion of the HR Director and the Executive Director, approval may be granted to employees to participate in developmental opportunities that are outside their current level of responsibility, if it is deemed to be related to the overall business of PDC and will increase the overall competency and effectiveness of the employee.
4. The Labor-Management Committee and OD Manager shall establish an application form, evaluation criteria, and decision-making process for allocation of the Education Account funds. Applications shall be considered, and recommendations made, by the Labor-Management Committee and the OD Manager. Final approval is necessary from the HR Director at least 30 days in advance of the requested program.
5. Funds will be provided to the eligible employee on a reimbursement basis (rather than funding in advance). Either a “C” grade, or a “passing” grade in a pass/fail course, is necessary for reimbursement. However, if a participating employee receives a “C” grade,

the employee must provide a written explanation to the Labor-Management Committee and OD Manager of the reasons for the “C” grade, and the plans of the employee to improve performance in future classes if the employee wishes to participate further in the education fund program. Any request for reimbursement must be made within 30 days of the completion of the course, and reimbursement funds shall be provided within 30 days of the request. Any employee receiving reimbursement under this program must enter into an agreement with PDC for a commitment of at least a one-year employment continuation after the completion of the course, or else the employee may be required to pay back funds advanced through this program. Employees shall not be required to pay back funds in the event they are unable to meet the one-year employment continuation requirement due to layoff.

6. It is the preference of all parties that employees participate in such classes on an after-hours basis. Extenuating circumstances could be reviewed in special situations, but would require the written approval of the Executive Director.
7. The Education Fund shall be established for the purpose of assisting employees pursue continued professional development such as classes and certifications and shall be provided in addition to the already established Professional Development Program from the department budgets. Department training budgets shall be utilized primarily to fund employees’ development related to current job requirements.

Temporary Workers

This article applies to the utilization of “Temporary Workers” – defined as any person the Employer employs directly as a “Temporary Employee” (per PDC Personnel Policy) or through a contract either directly with the individual or through a vendor (such as a “temp employment agency”), in the following circumstances.

1. When the occupant of a position covered by this agreement (“covered position”) is on leave and the work cannot be absorbed by others in the department, the Employer may utilize a Temporary Worker for the duration of the leave, plus a reasonable transition period; or
2. During an external recruitment to fill a vacant position, the Employer may obtain services of a Temporary Worker for a period not to exceed the length of the recruitment plus a reasonable transition period; or
3. Unless otherwise set forth in section 1 or 2 above, the Employer may utilize one or more Temporary Workers for a period of no more than six (6) calendar months per position to perform work that would be classified as a position represented by the Union.

Should the Employer wish to extend the utilization of a Temporary Worker beyond the time periods specified above, there shall be mutual agreement of the Labor Management Committee as to the length of such extension.

Hours of Work/Overtime

1. **Regular 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 work schedule with an earlier start or later end time, and/or which includes weekend work. 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. All travel time for non-exempt employees will be handled in accordance with applicable state and federal wage and hour laws.

2. **Alternate Work Schedule.** An employee may request to work an alternate work schedule so long as his or her regular schedule does not exceed 40 hours in a calendar week (i.e., Sunday through Saturday).
 - a. A department director in consultation with the Human Resources Director has the authority to approve and/or rescind one of the following alternatives based on the needs of the Commission.

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. All current alternate shift schedules shall be continued unless discontinued by the Department Director with at least 14 calendar days advance notice.

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.

 - b. Any other alternate work schedule is subject to approval by the Human Resources Director in consultation with the Department Director.

3. **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 must be recorded on the employee's timesheet.

 - c. Overtime shall be earned in quarter-hour increments.

- d. Unpaid leave during the workweek shall not be considered as time worked for overtime purposes.

Employees may not work overtime without the prior approval of the employee's supervisor.

4. Overtime compensation will be reflected on the paycheck for the pay period in which the overtime week ends or in the next paycheck if overtime for that pay period cannot be determined.
5. Meal and Rest Periods.
 - a. All employees shall be allowed one (1) hour off without pay to eat lunch. The meal period shall generally be scheduled in the middle of the work day and may be reduced to thirty (30) minutes by mutual agreement between the employee and supervisor.
 - b. All employees are allowed one (1) 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.

Job Posting

Filling of Vacancies. This article shall apply to the filling of all vacancies of a position covered by this agreement, except during application of the Layoff article of this Agreement, in which case this article shall be suspended until all employee movement resulting from the layoff is resolved.

A vacancy exists when there is no incumbent in a position and the Employer wishes to hire someone for the position.

A vacancy does not exist when an employee is reassigned or transferred from one working unit to another while maintaining the same classification and salary.

A vacancy does not exist when duties are reassigned among employees in the same classification in a work unit.

A vacancy does not exist upon the reclassification of an employee.

All vacancies for positions covered by this Agreement will be posted. Direct appointments by the Executive Director per PDC policy are excepted 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.

Job postings shall be conducted by internal posting for a period of one week. Qualifications will be based upon the position description for the particular job. However, the hiring manager is not limited solely to this criteria when making the ultimate selection for a candidate.

At the end of the one-week period, the hiring manager will review the pool of internal applicants who have bid on the vacant position, and then determine whether the existing pool is sufficient and proceed with external posting if the hiring manager deems it appropriate. The hiring manager will prepare a written summary for the applicant of the reasons the Agency went external for the recruitment process and will proceed with the recruitment process. Internal candidates may continue to be considered for the position. If an internal candidate will not be scheduled for an interview, the hiring manager will follow up with the internal applicant in writing to explain the reasons that the internal applicant will not be scheduled for an interview.

After reviewing all internal, and if appropriate, external candidates for a position, the hiring manager may select the best qualified candidate for the position.

Promotions

The following article will describe the standards and procedures applicable to employee promotions within a Career Job Family.

Job Families. A Career Job family will contain a group of job classifications which exhibit common fundamental characteristics and represent a logical progression of employee advancement as one gains increased experience and skills, and assumes greater responsibilities. The Agency's Human Resources Department will develop job family descriptions which define the differences in job skills, education, and experience required for each position level identified in the job family and can be used as a tool should business need or opportunities arise. It is recognized by the parties that not all PDC positions will be part of a job family or eligible for a Promotion as outlined in the Promotion Plan.

In order to provide opportunity and support ongoing professional development for PDC staff, the opportunity for a job family promotion is available for individuals that have demonstrated exceptional performance. In addition, staff and management are encouraged to work together to create helpful professional development plans and tools to support the ongoing career development of staff inside and outside of job families.

The promotion plan described below, however is a "committed Promotion Plan" that would require approvals and criteria, prior to creating one. All committed promotions plans will have an estimated completion date.

In order to be considered for a Job Family Promotion Plan, the following criteria must first be met.

Criteria for Job Family Promotion Plan:

1. There is demonstrated and anticipated business need for advanced work on an ongoing and permanent basis.
2. For positions in existing job families, when high level performance is demonstrated in the employee's current position consistently over at least one year.
3. The Department Director, in consultation with the Human Resources Director, has verified that the promotion is justified and necessary to meet the projected work and staffing needs of the department.
4. The Department Director has confirmed adequate budget is available from the finance department.

Following the criteria for the promotion plan, a review and approval of the promotion plan by the Department Director and Human Resources will be required.

After demonstrated completion of the necessary prerequisites and approvals as identified in the criteria for the promotion plan, the employee shall be promoted from his/her existing to classification to the next higher job classification in the Career Job Family at the step closest to, but higher, than the employee's current wage rate. The Employer has the discretion to move the employee to an additional step over and above the placement described above.

Prior to the promotion becoming final, the Department Director in consultation with HR and Finance will confirm that there have not been significant changes in business need or budgetary constraints and the promotion remains necessary to meet the projected work and staffing needs of the department. If changes in business needs or budgetary constraints will affect a committed promotion plan, the affected employee shall be notified as soon as possible. It is expected that proper planning and review has occurred to avoid this scenario.

Wages/Salaries

1. Wage rates for classifications covered by this Agreement are as set forth in Exhibit A. Any employees currently below the salary minimums shall be moved to the first step of the new wage structure for their classification. Employees whose salaries are within the new wage structure shall be moved to the next highest step of their classification. Any adjustments for individual employees as reflected in the wage rates set forth in Exhibit A shall be made retroactive to July 1, 2007, for employees still employed by PDC in represented positions on the date of ratification. Employees employed on the date of ratification who receive a wage increase of less than three (3) percent retroactive to July 1, 2007, shall receive a lump-sum payment in the amount of the difference between their wage rate increase effective July 1, 2007, and three (3) percent (e.g., an employee who receives a one-half (.5) percent

- wage increase effective July 1, 2007, shall receive a lump-sum payment representing two and a half (2.5) percent of their salary effective July 1, 2007).
2. Except as set forth in Section 3 below, salaries at or above the maximum for their salary classification will remain “red-circled” (i.e., frozen) until the range maximum exceeds that salary either through subsequent negotiations between the parties or through increases as a result of CPI applications on July 1, 2008, or July 1, 2009.
 3. Beginning August 1, 2009, employees who are compensated at or above the top step of their respective salary scale, are eligible for a lump-sum payment on August 1 of each year. (To be eligible, the employee must be compensated at or above the top step of the salary scale following the CPI adjustment to the salary scales made on July 1 of each year.) If an employee described above receives a “fully successful” or above rating in the overall section of their performance appraisal for that year, the employee is eligible for a lump-sum payment of up to the CPI adjustment for that year (as set forth in paragraph 4 of this article). The amount of such increase, up to the CPI maximum, is in the sole discretion of PDC and is not subject to the grievance and arbitration procedure set forth in this agreement. Beginning in 2009, there will be five (5) rating boxes on performance appraisals.
 4. Effective July 1, 2008, the wage rates set forth in Exhibit A shall be adjusted by a factor of 3.7 percent. Effective July 1, 2009, the wage rates set forth in Exhibit A shall be adjusted by a factor equal to the increase in the Consumer Price Index (CPI)-All Cities, for the preceding 12-month period, with a minimum increase of two (2) percent and a maximum of five (5) percent.
 5. Effective August 1, 2008, employees who have not already reached the top step of their respective salary scale shall be moved to the next step. To be eligible for such a step increase, the employee must
 - a) have received a “fully successful” rating in the “overall performance” category on their most recent performance appraisal review;and
 - b) must have been in their current position for at least 4 months prior to the effective date of the annual salary adjustments to be eligible for the step wage increase.
 6. The employer retains the discretion to advance employees more than one step on the salary scales 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).
 7. The salary range of compensation for newly-created represented job classifications which are not included on Exhibit A shall be subsequently agreed to by both parties prior to the initiation of a recruitment process.

8. If the Employer hires a new employee at above Step 4 of the applicable wage range, the Employer shall provide written notification to the Labor-Management Committee of the reasons for the placement of that employee on the wage scales set forth in this Agreement.

Sick Leave

The Employer will provide the following sick leave benefits:

1. One Hundred Four (104) hours of accrued paid sick leave per year (4 hours accrual per pay period). These benefits shall be pro-rated for part-time employees.
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. Sick leave hours will not accrue while an employee is on “no pay status” or on unpaid leave.
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.
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 or her immediate family, defined as 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
 - c. Medical or dental office visits; or
 - d. Bereavement leave when paid funeral leave has been exhausted; or
 - e. Family and medical leaves of absences.
5. Employees must call and report their absence to their immediate supervisor, or his or designee, as soon as possible, preferably within one (1) hour of regular starting time.
6. When practical, employees should request extended sick leave in advance (e.g., surgery/recovery) using the designated process.
7. Sick leave shall be charged in quarter-hour (.25) increments. Leave taken for less than one-quarter (.25) hour shall be charged as one-quarter (.25) hour.

8. An employee on an alternate work schedule who takes sick leave for an entire day shall have his or 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 or she normally works ten (10) hours, he or she shall request ten (10) hours of sick leave, not eight (8) hours.

9. Any employee who is off on sick leave for 3 or more consecutive working days may be required to submit a doctor's verification that the employee is able to resume work.
10. The supervisor of any employee off on sick leave for more than 3 consecutive work days shall contact Human Resources for a determination if notification of Family Medical Leave designation is appropriate.
11. 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.
12. An employee may not borrow against unearned sick leave.
13. Receipt of Donated Vacation. An employee who qualifies under the Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), because of his or her own serious health condition, and who has exhausted his or her personal PDC leave benefits may request to receive donated vacation from other PDC employees, per procedures established by the Human Resources Director, and according to the following conditions:
 - a. An employee may receive a maximum of 480 hours of donated vacation per catastrophic occurrence. An employee may donate up to a maximum of eighty hours (80) of leave [combination of sick or vacation] per calendar year in whole hour increment. Example: 40 hours sick leave and 40 hours vacation leave or 80 hours vacation leave.
 - b. The dollar value of the donated leave shall be calculated by multiplying the donor's hourly rate times the number of hours donated. The product shall then be divided by the recipient's hourly rate to arrive at the corresponding number of hours of donated leave available for use by the recipient employee.
 - c. Donated leave shall be credited as donated leave to the recipient's donated leave account.
 - d. An employee who receives any donated leave must exhaust all available earned leave (i.e., sick leave, personal holidays and vacation leave) before using any donated vacation.

- e. While using donated leave, an employee is not in pay status and does not accrue personal holidays, vacation or sick leave benefits.
 - f. 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 vacation may not be used to extend employment.
14. Donation of Vacation. An employee may voluntarily donate accumulated vacation to another employee who qualifies.
- a. If not donating sick leave, an employee may donate up to a maximum of eighty (80) hours of vacation per calendar year in whole hour increment.
 - b. Vacation that is donated but not used shall be returned to the donor.
15. Donation of Sick Leave. From July 1, 2008, through June 30, 2009, an employee may voluntarily donate up to a maximum of 80 hours of accumulated sick leave to another employee. Donated hours that are eligible and needed by recipient is irrevocable once approved by Human Resources, however donated hours not needed or applied to eligible recipient will be returned to the employee donating hours. Rules concerning the receipt of donated sick leave are the same as set forth in Section 13 (Receipt of Donated Vacation) of this Article. Effective July 1, 2009, donation of sick leave shall no longer be allowed.

Holidays

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

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

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.

To receive paid Holiday Pay, an eligible employee must be in "Pay Status" immediately prior to and after the observed holiday.

An eligible employee who regularly works less than full-time (i.e., 40 hours per week) shall receive paid Holiday Pay proportionate to the amount of time their regular work week is to a full work week (i.e., 40 hours).

Example: an employee working 20 hours per week would receive 50% of eight (8) hours, or four (4) hours Holiday Leave.

- a) If a full-time (i.e., 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 10 hours would supplement two (2) hours.

- b) 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.

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:

Anniversary	Equivalent Annual Vacation
Entry	12 days
3	15 days
5	17.5 days
10	20 days
15	22.5 days
20	25 days

- 2. An employee's vacation is deemed earned and shall be credited each payroll period, and payable 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. At any given time, an employee's accrued vacation leave balance may not exceed two times their current annual accrual rate, or 240 hours, whichever is less. Employees will not accrue vacation leave during any period in which their accrued vacation balance exceeds this limit unless:
 - a) A written waiver from the Executive Director is obtained.
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, an employee shall receive a lump sum payment for the balance of his or her unused accumulated vacation leave. If an employee terminates employment in a calendar year in which their accrual rate was adjusted, but before reaching the service anniversary date causing such adjustment, their vacation accruals for the year shall be recalculated at the prior rate for the purpose of determining a final unused vacation leave balance.
8. Vacation credits 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 time shall be paid in a lump sum. With Manager approval, employees who have completed their 90 days of service may borrow up to 40 hours against their annual vacation accrual in the first twelve 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. Leave without pay (for employees who have either exhausted or not yet earned accrued sick, vacation, and personal holidays), will be granted only to newly-hired employees as part of the offer letter to those new hires for pre-planned events which would occur during the first 90 days of employment and which were discussed during the recruitment and hiring process. All other leave without pay would occur only as defined in other PDC leave policies (e.g., FMLA/OFLA, leave of absence, etc.)
10. 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 time has been scheduled, the Employer shall not cancel such scheduled vacation time unless the needs of the operation so dictate. The Employer reserves the right to restrict, limit or rescind vacation leave when necessary to maintain business operations or services.
11. 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).

12. An employee on an alternative work schedule who takes vacation leave for an entire day (or week) shall have his or her vacation account reduced by the amount of hours normally worked that day (or week).

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

Compensatory Time Off

If FLSA non-exempt employees work more than 40 hours in a workweek, those employees shall have the option of pay at the applicable overtime rate, or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time. Compensatory time off will be arranged by mutual agreement between the employee and his/her supervisor. However, the taking of compensatory time off will not be unreasonably denied. Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year.

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). Effective August 1, 2009, cost-sharing of premiums between PDC and eligible employees shall be as follows: PDC contributes 95% of premiums for 1 Party, 2 Party, and 3+ Party. Employees contribute 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. **Future Modifications.** It is recognized that the Health and Welfare Plans described in section 1. above have been put together by PDC and professional consultants for the benefit of all PDC 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.

No changes shall be made to the plan design without the agreement of the Labor Management Committee.

3. 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 salary, up to a maximum of \$7,500 (equates to \$5,000/month). There is a 90-day benefit waiting period.
4. 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 annual salary, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, with a maximum benefit of \$150,000.
5. Term Life Insurance. 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 annual salary 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. Additional/Supplemental 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 income and age. Eligibility is subject to the plan rules.
7. 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.
8. Flexible Spending Plans. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week 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.
9. PERS/OPSRP. PDC will offer PERS/OPSRP plans to employees based on the PERS/OPSRP plan rules. PDC will pay the 6% IAP employee contribution on the employee's behalf.
10. Deferred Compensation. The Employer shall continue to offer a deferred compensation plan for all regular, trial service or limited term employees.
11. 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 \$30 monthly voucher 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 80% of the time by either riding the bus/MAX or participating in Tri-Met’s carpool program.

12. Bike and Walk Subsidy. The Employer shall pay a \$30 monthly subsidy to employees that 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.
13. The employee may not receive both the transit subsidy and the bike/walk subsidy at the same time.
14. Emergency Ride Home Program. The Employer shall continue to pay for this program for employees enrolled in the transit incentive program.
15. 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.
16. Employee Assistance Program. Employer shall continue to provide an employee assistance benefit.

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 work schedule of 40 hours a week 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.

Management Leave

It is the intent of the parties to achieve and sustain maximum effort and commitment per employee on behalf of the mission of PDC during the term of this agreement. The Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. To recognize unique individual efforts, performance and achievements, above and beyond standard operations and performance reviews, the Department Director may reward to exempt employees by granting up to a total of 40 hours additional paid leave each year to represented FLSA-exempt employees. Management leave must be used within 12 months of its award and will not be paid out in cash if not used. Employees transferring between departments during the course of a calendar year carry any management leave balances from their former department to their new department. The awarding of management leave is completely within the discretion of the Department Director and may not be challenged under the grievance and arbitration procedure of this agreement.

Maintenance of Standards

Standards of employment related to wages, 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. Any disagreement between the union and the Employer with respect to this section shall be subject to the grievance procedure.

Warrant of Authority

The officials executing this Agreement on behalf of the Employer and the Union signatory hereto, hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations which they represent.

It is also recognized by the parties that the only letters of understanding or other agreement considered valid and binding shall be those expressly executed as addenda to this Agreement and agreed to jointly by the Union and by Executive Director on behalf of the Employer.

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 Americans with Disabilities Act (ADA) and that nothing in this Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor

Agreement appear to conflict. A showing that a person is disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

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.

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 eight (8) identified employees to attend collective bargaining sessions as paid members of the Union's negotiating team. These eight (8) 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.

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2007 to 6/30/2008

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2007 - 6/30/2008

Job Title	Step 1.	Step 2.	Step 3.	Step 4.	Step 5.	Step 6.	Step 7.	Step 8.	Step 9.
Accountant I	\$ 48,424.35	\$ 50,119.21	\$ 51,873.38	\$ 53,688.95	\$ 55,568.06	\$ 57,512.94	\$ 59,525.90	\$ -	\$ -
Accountant II	\$ 53,266.79	\$ 55,131.13	\$ 57,060.72	\$ 59,057.84	\$ 61,124.87	\$ 63,264.24	\$ 65,478.48	\$ -	\$ -
Accounting Technician I	\$ 32,666.67	\$ 33,810.00	\$ 34,993.35	\$ 36,218.12	\$ 37,485.75	\$ 38,797.75	\$ 40,155.67	\$ 41,561.12	\$ -
Accounting Technician II	\$ 38,333.29	\$ 39,674.95	\$ 41,063.58	\$ 42,500.80	\$ 43,988.33	\$ 45,527.92	\$ 47,121.40	\$ 48,770.65	\$ -
Administrative Assistant & Events-CRBE Director	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Administrative Specialist II - Front Desk	\$ 29,954.12	\$ 31,002.51	\$ 32,087.60	\$ 33,210.66	\$ 34,373.04	\$ 35,576.09	\$ 36,821.26	\$ 38,110.00	\$ -
Administrative Specialist III	\$ 33,623.77	\$ 34,800.60	\$ 36,018.62	\$ 37,279.28	\$ 38,584.05	\$ 39,934.49	\$ 41,332.20	\$ 42,778.83	\$ -
Assistant Program Coordinator	\$ 53,228.77	\$ 55,091.78	\$ 57,019.99	\$ 59,015.69	\$ 61,081.24	\$ 63,219.08	\$ 65,431.75	\$ -	\$ -
Assistant Project/Program Coordinator	\$ 53,228.77	\$ 55,091.78	\$ 57,019.99	\$ 59,015.69	\$ 61,081.24	\$ 63,219.08	\$ 65,431.75	\$ -	\$ -
Assistant Residential Loan Coordinator	\$ 53,228.77	\$ 55,091.78	\$ 57,019.99	\$ 59,015.69	\$ 61,081.24	\$ 63,219.08	\$ 65,431.75	\$ -	\$ -
Associate IT Technician	\$ 39,275.53	\$ 40,650.17	\$ 42,072.93	\$ 43,545.48	\$ 45,069.57	\$ 46,647.01	\$ 48,279.65	\$ 49,969.44	\$ 51,718.37
Associate Project Coordinator	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Associate Project/Program Coordinator	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Associate Project/Program Coordinator - Federal Compliance	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Associate Project/Program Coordinator - LTA/SDC/Fee Waiver	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Associate Project/Program Coordinator - Procurement Services	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Associate Residential Loan Coordinator	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Brand Manager - Senior Graphics Design	\$ 53,903.00	\$ 55,789.61	\$ 57,742.24	\$ 59,763.22	\$ 61,854.93	\$ 64,019.85	\$ 66,260.55	\$ 68,579.67	\$ -
Budget Analyst	\$ 53,729.00	\$ 55,609.52	\$ 57,555.85	\$ 59,570.30	\$ 61,655.26	\$ 63,813.20	\$ 66,046.66	\$ 68,358.29	\$ -
Business Information Analyst II	\$ 53,084.26	\$ 54,942.21	\$ 56,865.18	\$ 58,855.47	\$ 60,915.41	\$ 63,047.45	\$ 65,254.11	\$ 67,538.00	\$ -
Business Systems Analyst I	\$ 47,957.62	\$ 49,636.13	\$ 51,373.40	\$ 53,171.47	\$ 55,032.47	\$ 56,958.60	\$ 58,952.15	\$ 61,015.48	\$ 63,151.02
Business Systems Analyst II	\$ 53,902.77	\$ 55,789.37	\$ 57,742.00	\$ 59,762.97	\$ 61,854.67	\$ 64,019.59	\$ 66,260.27	\$ 68,579.38	\$ 70,979.66
Business Systems Analyst III	\$ 59,451.59	\$ 61,532.40	\$ 63,686.03	\$ 65,915.04	\$ 68,222.07	\$ 70,609.84	\$ 73,081.18	\$ 75,639.03	\$ 78,286.39
Citywide Storefront Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Community Relations Coordinator	\$ 52,851.00	\$ 54,700.79	\$ 56,615.31	\$ 58,596.85	\$ 60,647.74	\$ 62,770.41	\$ 64,967.37	\$ 67,241.23	\$ -
Compliance Financial Analyst	\$ 56,198.35	\$ 58,165.30	\$ 60,201.08	\$ 62,308.12	\$ 64,488.90	\$ 66,746.02	\$ 69,082.13	\$ 71,500.00	\$ -
Construction Advisor-not new	\$ 53,284.29	\$ 55,149.24	\$ 57,079.47	\$ 59,077.25	\$ 61,144.95	\$ 63,285.02	\$ 65,500.00	\$ -	\$ -
Construction Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Construction Coordinator-NHP	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Construction Services Coordinator	\$ 59,386.00	\$ 61,464.51	\$ 63,615.77	\$ 65,842.32	\$ 68,146.80	\$ 70,531.94	\$ 73,000.56	\$ 75,555.58	\$ -
Contracts Compliance Coordinator (MWESB)	\$ 52,111.20	\$ 53,935.09	\$ 55,822.82	\$ 57,776.62	\$ 59,798.80	\$ 61,891.76	\$ 64,057.97	\$ 66,300.00	\$ -
Credit Administrator I	\$ 57,877.52	\$ 59,903.23	\$ 61,999.84	\$ 64,169.84	\$ 66,415.78	\$ 68,740.33	\$ 71,146.25	\$ 73,636.36	\$ -
Credit Administrator II	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Credit Administrator III	\$ 68,200.00	\$ 70,587.00	\$ 73,057.55	\$ 75,614.56	\$ 78,261.07	\$ 81,000.21	\$ 83,835.21	\$ 86,769.45	\$ -
Environmental Construction Specialist	\$ 48,731.44	\$ 50,437.04	\$ 52,202.34	\$ 54,029.42	\$ 55,920.45	\$ 57,877.66	\$ 59,903.38	\$ 62,000.00	\$ -
Environmental Coordinator	\$ 59,386.00	\$ 61,464.51	\$ 63,615.77	\$ 65,842.32	\$ 68,146.80	\$ 70,531.94	\$ 73,000.56	\$ 75,555.58	\$ -
Ezone Program coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Facilities Coordinator	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Film & Video Permit Spec. and Prod. Liaison	\$ 47,092.73	\$ 48,740.97	\$ 50,446.91	\$ 52,212.55	\$ 54,039.99	\$ 55,931.39	\$ 57,888.99	\$ 59,915.10	\$ -

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2007 to 6/30/2008

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2007 - 6/30/2008

Job Title	Step 1.	Step 2.	Step 3.	Step 4.	Step 5.	Step 6.	Step 7.	Step 8.	Step 9.
GIS Coordinator	\$ 59,451.29	\$ 61,532.09	\$ 63,685.71	\$ 65,914.71	\$ 68,221.73	\$ 70,609.49	\$ 73,080.82	\$ 75,638.65	\$ 78,286.00
GIS Research Analyst II	\$ 53,903.03	\$ 55,789.64	\$ 57,742.28	\$ 59,763.26	\$ 61,854.97	\$ 64,019.89	\$ 66,260.59	\$ 68,579.71	\$ 70,980.00
Homeownership Outreach & Marketing Coordinator	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Hsg. Development Finance Coordinator	\$ 68,200.00	\$ 70,587.00	\$ 73,057.55	\$ 75,614.56	\$ 78,261.07	\$ 81,000.21	\$ 83,835.21	\$ 86,769.45	\$ -
Internal Audit Manager	\$ 66,714.00	\$ 69,048.99	\$ 71,465.70	\$ 73,967.00	\$ 76,555.85	\$ 79,235.30	\$ 82,008.54	\$ 84,878.84	\$ -
IT Technician I	\$ 43,203.08	\$ 44,715.19	\$ 46,280.22	\$ 47,900.03	\$ 49,576.53	\$ 51,311.71	\$ 53,107.62	\$ 54,966.38	\$ 56,890.21
IT Technician II	\$ 48,734.00	\$ 50,439.69	\$ 52,205.08	\$ 54,032.26	\$ 55,923.39	\$ 57,880.70	\$ 59,906.53	\$ 62,003.26	\$ 64,173.37
Lead Grant Program Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Loan Closer Associate Underwriter	\$ 48,403.29	\$ 50,097.40	\$ 51,850.81	\$ 53,665.59	\$ 55,543.89	\$ 57,487.92	\$ 59,500.00	\$ -	\$ -
Loan Portfolio Asset Manager	\$ 48,169.51	\$ 49,855.44	\$ 51,600.38	\$ 53,406.40	\$ 55,275.62	\$ 57,210.27	\$ 59,212.63	\$ 61,285.07	\$ -
Loan Servicing Specialist	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Loan Servicing Specialist-Collections	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Operations Coordinator	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Policy Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Policy/Strategic Communications Coordinator	\$ 73,679.57	\$ 76,258.35	\$ 78,927.39	\$ 81,689.85	\$ 84,549.00	\$ 87,508.21	\$ 90,571.00	\$ 93,740.99	\$ -
Principal Accountant	\$ 62,528.07	\$ 64,716.55	\$ 66,981.63	\$ 69,325.98	\$ 71,752.39	\$ 74,263.73	\$ 76,862.96	\$ 79,553.16	\$ -
Principal Debt Analyst	\$ 69,696.89	\$ 72,136.28	\$ 74,661.05	\$ 77,274.19	\$ 79,978.78	\$ 82,778.04	\$ 85,675.27	\$ 88,673.91	\$ -
Principal IT Specialist	\$ 57,028.34	\$ 59,024.34	\$ 61,090.19	\$ 63,228.34	\$ 65,441.34	\$ 67,731.78	\$ 70,102.39	\$ 72,555.98	\$ 75,095.44
Principal Technical Accountant	\$ 62,528.07	\$ 64,716.55	\$ 66,981.63	\$ 69,325.98	\$ 71,752.39	\$ 74,263.73	\$ 76,862.96	\$ 79,553.16	\$ -
Product Development Specialist - Loan Officer	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Program Coordinator (Business Finance Officer)	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Programmer Analyst I	\$ 51,227.45	\$ 53,020.41	\$ 54,876.13	\$ 56,796.79	\$ 58,784.68	\$ 60,842.14	\$ 62,971.62	\$ 65,175.63	\$ 67,456.77
Programmer Analyst II	\$ 53,902.77	\$ 55,789.37	\$ 57,742.00	\$ 59,762.97	\$ 61,854.67	\$ 64,019.59	\$ 66,260.27	\$ 68,579.38	\$ 70,979.66
Project Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Project Coordinator - Enterprise Zone	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Project Coordinator - HPPD	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Project Program Specialist - Operations	\$ 40,684.07	\$ 42,108.01	\$ 43,581.79	\$ 45,107.15	\$ 46,685.90	\$ 48,319.91	\$ 50,011.10	\$ 51,761.49	\$ -
Project/Program Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Project/Program Coordinator - Target Industries	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Project/Program Specialist	\$ 40,684.07	\$ 42,108.01	\$ 43,581.79	\$ 45,107.15	\$ 46,685.90	\$ 48,319.91	\$ 50,011.10	\$ 51,761.49	\$ -
Project/Program Specialist - Real Estate	\$ 36,986.15	\$ 38,280.66	\$ 39,620.49	\$ 41,007.20	\$ 42,442.45	\$ 43,927.94	\$ 45,465.42	\$ 47,056.71	\$ -
Public Affairs & Events Coordinator	\$ 47,092.73	\$ 48,740.97	\$ 50,446.91	\$ 52,212.55	\$ 54,039.99	\$ 55,931.39	\$ 57,888.99	\$ 59,915.10	\$ -
Public Affairs Coordinator	\$ 58,734.75	\$ 60,790.46	\$ 62,918.13	\$ 65,120.26	\$ 67,399.47	\$ 69,758.45	\$ 72,200.00	\$ -	\$ -
Public Participation and Events Coordinator	\$ 47,092.73	\$ 48,740.97	\$ 50,446.91	\$ 52,212.55	\$ 54,039.99	\$ 55,931.39	\$ 57,888.99	\$ 59,915.10	\$ -
Public Participation Coordinator	\$ 58,734.75	\$ 60,790.46	\$ 62,918.13	\$ 65,120.26	\$ 67,399.47	\$ 69,758.45	\$ 72,200.00	\$ -	\$ -
Real Estate Associate Coordinator	\$ 53,228.77	\$ 55,091.78	\$ 57,019.99	\$ 59,015.69	\$ 61,081.24	\$ 63,219.08	\$ 65,431.75	\$ -	\$ -
Real Estate Coordinator	\$ 68,200.00	\$ 70,587.00	\$ 73,057.55	\$ 75,614.56	\$ 78,261.07	\$ 81,000.21	\$ 83,835.21	\$ 86,769.45	\$ -

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2007 to 6/30/2008

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2007 - 6/30/2008

Job Title	Step 1.	Step 2.	Step 3.	Step 4.	Step 5.	Step 6.	Step 7.	Step 8.	Step 9.
Records Coordinator	\$ 50,315.00	\$ 52,076.03	\$ 53,898.69	\$ 55,785.14	\$ 57,737.62	\$ 59,758.44	\$ 61,849.98	\$ 64,014.73	\$ -
Senior Accountant	\$ 56,852.75	\$ 58,842.59	\$ 60,902.08	\$ 63,033.66	\$ 65,239.84	\$ 67,523.23	\$ 69,886.54	\$ 72,332.57	\$ -
Senior Administrative Specialist	\$ 36,986.15	\$ 38,280.66	\$ 39,620.49	\$ 41,007.20	\$ 42,442.45	\$ 43,927.94	\$ 45,465.42	\$ 47,056.71	\$ -
Senior Administrative Specialist - HDF	\$ 36,986.15	\$ 38,280.66	\$ 39,620.49	\$ 41,007.20	\$ 42,442.45	\$ 43,927.94	\$ 45,465.42	\$ 47,056.71	\$ -
Senior Budget Analyst	\$ 58,698.00	\$ 60,752.43	\$ 62,878.77	\$ 65,079.52	\$ 67,357.31	\$ 69,714.81	\$ 72,154.83	\$ 74,680.25	\$ -
Senior Business Systems Analyst	\$ 65,396.75	\$ 67,685.64	\$ 70,054.63	\$ 72,506.54	\$ 75,044.27	\$ 77,670.82	\$ 80,389.30	\$ 83,202.93	\$ 86,115.03
Senior Construction Coordinator	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Construction Coordinator - HDF	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Database Administrator	\$ 65,396.75	\$ 67,685.64	\$ 70,054.63	\$ 72,506.54	\$ 75,044.27	\$ 77,670.82	\$ 80,389.30	\$ 83,202.93	\$ 86,115.03
Senior Lawson System Administrator	\$ 65,396.75	\$ 67,685.64	\$ 70,054.63	\$ 72,506.54	\$ 75,044.27	\$ 77,670.82	\$ 80,389.30	\$ 83,202.93	\$ 86,115.03
Senior Loan Processor/Closer	\$ 56,905.75	\$ 58,897.45	\$ 60,958.86	\$ 63,092.42	\$ 65,300.65	\$ 67,586.17	\$ 69,951.69	\$ 72,400.00	\$ -
Senior Payroll Accounting Specialist	\$ 42,745.33	\$ 44,241.42	\$ 45,789.87	\$ 47,392.51	\$ 49,051.25	\$ 50,768.05	\$ 52,544.93	\$ 54,384.00	\$ -
Senior Procurement Specialist	\$ 52,111.20	\$ 53,935.09	\$ 55,822.82	\$ 57,776.62	\$ 59,798.80	\$ 61,891.76	\$ 64,057.97	\$ 66,300.00	\$ -
Senior Program Analyst	\$ 53,084.26	\$ 54,942.21	\$ 56,865.18	\$ 58,855.47	\$ 60,915.41	\$ 63,047.45	\$ 65,254.11	\$ 67,538.00	\$ -
Senior Programmer Analyst	\$ 62,523.26	\$ 64,711.57	\$ 66,976.47	\$ 69,320.65	\$ 71,746.87	\$ 74,258.01	\$ 76,857.04	\$ 79,547.04	\$ 82,331.19
Senior Project Coordinator - HPPD	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Project/Program Coordinator	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Project/Program Coordinator - Bus. Finance Officer	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Project/Program Coordinator - HPPD	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Project/Program Coordinator - Loan Officer	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Project/Program Specialist	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Senior Project/Program Specialist - Construction Services	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Senior Project/Program Specialist - Prevailing Wage	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Senior Project/Program Specialist - Prevailing Wage	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Senior Project/Program Specialist - Real Estate	\$ 44,267.48	\$ 45,816.84	\$ 47,420.43	\$ 49,080.15	\$ 50,797.95	\$ 52,575.88	\$ 54,416.04	\$ 56,320.60	\$ -
Senior Public Affairs Coordinator	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Public Participation Coordinator	\$ 64,210.00	\$ 66,457.35	\$ 68,783.36	\$ 71,190.77	\$ 73,682.45	\$ 76,261.34	\$ 78,930.48	\$ 81,693.05	\$ -
Senior Systems Engineer	\$ 65,396.75	\$ 67,685.64	\$ 70,054.63	\$ 72,506.54	\$ 75,044.27	\$ 77,670.82	\$ 80,389.30	\$ 83,202.93	\$ 86,115.03
Small Business Coordinator	\$ 59,385.55	\$ 61,464.04	\$ 63,615.28	\$ 65,841.82	\$ 68,146.28	\$ 70,531.40	\$ 73,000.00	\$ -	\$ -
Sustainability Coordinator	\$ 66,714.00	\$ 69,048.99	\$ 71,465.70	\$ 73,967.00	\$ 76,555.85	\$ 79,235.30	\$ 82,008.54	\$ 84,878.84	\$ -
Trim System Administrator	\$ 65,396.75	\$ 67,685.64	\$ 70,054.63	\$ 72,506.54	\$ 75,044.27	\$ 77,670.82	\$ 80,389.30	\$ 83,202.93	\$ 86,115.03
Web Application Developer II	\$ 53,902.77	\$ 55,789.37	\$ 57,742.00	\$ 59,762.97	\$ 61,854.67	\$ 64,019.59	\$ 66,260.27	\$ 68,579.38	\$ 70,979.66
Web Content Coordinator	\$ 53,902.77	\$ 55,789.37	\$ 57,742.00	\$ 59,762.97	\$ 61,854.67	\$ 64,019.59	\$ 66,260.27	\$ 68,579.38	\$ 70,979.66

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2008 to 6/30/2009
3.7% COLA Adjustment

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2008 - 6/30/2009

Job Title	.Step 1	.Step 2	.Step 3	.Step 4	.Step 5	.Step 6	.Step 7	.Step 8	.Step 9
Accountant I	\$ 50,216.06	\$ 51,973.62	\$ 53,792.69	\$ 55,675.44	\$ 57,624.08	\$ 59,640.92	\$ 61,728.35	\$ -	\$ -
Accountant II	\$ 55,237.66	\$ 57,170.98	\$ 59,171.96	\$ 61,242.98	\$ 63,386.49	\$ 65,605.01	\$ 67,901.19	\$ -	\$ -
Accounting Technician I	\$ 33,875.33	\$ 35,060.97	\$ 36,288.10	\$ 37,558.19	\$ 38,872.72	\$ 40,233.27	\$ 41,641.43	\$ 43,098.88	\$ -
Accounting Technician II	\$ 39,751.62	\$ 41,142.93	\$ 42,582.93	\$ 44,073.33	\$ 45,615.90	\$ 47,212.46	\$ 48,864.89	\$ 50,575.16	\$ -
Administrative Assistant & Events-CRBE Director	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Administrative Specialist II - Front Desk	\$ 31,062.42	\$ 32,149.60	\$ 33,274.84	\$ 34,439.46	\$ 35,644.84	\$ 36,892.41	\$ 38,183.64	\$ 39,520.07	\$ -
Administrative Specialist III	\$ 34,867.85	\$ 36,088.22	\$ 37,351.31	\$ 38,658.61	\$ 40,011.66	\$ 41,412.07	\$ 42,861.49	\$ 44,361.64	\$ -
Assistant Program Coordinator	\$ 55,198.23	\$ 57,130.17	\$ 59,129.73	\$ 61,199.27	\$ 63,341.24	\$ 65,558.19	\$ 67,852.72	\$ -	\$ -
Assistant Project/Program Coordinator	\$ 55,198.23	\$ 57,130.17	\$ 59,129.73	\$ 61,199.27	\$ 63,341.24	\$ 65,558.19	\$ 67,852.72	\$ -	\$ -
Assistant Residential Loan Coordinator	\$ 55,198.23	\$ 57,130.17	\$ 59,129.73	\$ 61,199.27	\$ 63,341.24	\$ 65,558.19	\$ 67,852.72	\$ -	\$ -
Associate IT Technician	\$ 40,728.72	\$ 42,154.23	\$ 43,629.62	\$ 45,156.66	\$ 46,737.15	\$ 48,372.95	\$ 50,066.00	\$ 51,818.31	\$ 53,631.95
Associate Project Coordinator	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Associate Project/Program Coordinator	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Associate Project/Program Coordinator - Federal Compliance	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Associate Project/Program Coordinator - LTA/SDC/Fee Waiver	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Associate Project/Program Coordinator - Procurement Services	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Associate Residential Loan Coordinator	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Brand Manager - Senior Graphics Design	\$ 55,897.68	\$ 57,854.10	\$ 59,878.99	\$ 61,974.76	\$ 64,143.87	\$ 66,388.91	\$ 68,712.52	\$ 71,117.46	\$ -
Budget Analyst	\$ 55,716.97	\$ 57,667.07	\$ 59,685.41	\$ 61,774.40	\$ 63,936.51	\$ 66,174.29	\$ 68,490.39	\$ 70,887.55	\$ -
Business Information Analyst II	\$ 55,048.38	\$ 56,975.07	\$ 58,969.20	\$ 61,033.12	\$ 63,169.28	\$ 65,380.20	\$ 67,668.51	\$ 70,036.91	\$ -
Business Systems Analyst I	\$ 49,732.05	\$ 51,472.67	\$ 53,274.21	\$ 55,138.81	\$ 57,068.67	\$ 59,066.07	\$ 61,133.38	\$ 63,273.05	\$ 65,487.61
Business Systems Analyst II	\$ 55,897.18	\$ 57,853.58	\$ 59,878.45	\$ 61,974.20	\$ 64,143.30	\$ 66,388.31	\$ 68,711.90	\$ 71,116.82	\$ 73,605.91
Business Systems Analyst III	\$ 61,651.30	\$ 63,809.09	\$ 66,042.41	\$ 68,353.90	\$ 70,746.28	\$ 73,222.40	\$ 75,785.19	\$ 78,437.67	\$ 81,182.99
Citywide Storefront Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Community Relations Coordinator	\$ 54,806.49	\$ 56,724.71	\$ 58,710.08	\$ 60,764.93	\$ 62,891.70	\$ 65,092.91	\$ 67,371.17	\$ 69,729.16	\$ -
Compliance Financial Analyst	\$ 58,277.69	\$ 60,317.41	\$ 62,428.52	\$ 64,613.52	\$ 66,874.99	\$ 69,215.62	\$ 71,638.16	\$ 74,145.50	\$ -
Construction Advisor-not new	\$ 55,255.81	\$ 57,189.76	\$ 59,191.41	\$ 61,263.11	\$ 63,407.31	\$ 65,626.57	\$ 67,923.50	\$ -	\$ -
Construction Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Construction Coordinator-NHP	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Construction Services Coordinator	\$ 61,583.28	\$ 63,738.70	\$ 65,969.55	\$ 68,278.49	\$ 70,668.23	\$ 73,141.62	\$ 75,701.58	\$ 78,351.13	\$ -
Contracts Compliance Coordinator (MWESB)	\$ 54,039.32	\$ 55,930.69	\$ 57,888.27	\$ 59,914.35	\$ 62,011.36	\$ 64,181.75	\$ 66,428.12	\$ 68,753.10	\$ -
Credit Administrator I	\$ 60,018.98	\$ 62,119.65	\$ 64,293.84	\$ 66,544.12	\$ 68,873.16	\$ 71,283.73	\$ 73,778.66	\$ 76,360.91	\$ -
Credit Administrator II	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Credit Administrator III	\$ 70,723.40	\$ 73,198.72	\$ 75,760.67	\$ 78,412.30	\$ 81,156.73	\$ 83,997.21	\$ 86,937.12	\$ 89,979.92	\$ -
Environmental Construction Specialist	\$ 50,534.50	\$ 52,303.21	\$ 54,133.82	\$ 56,028.51	\$ 57,989.50	\$ 60,019.14	\$ 62,119.81	\$ 64,294.00	\$ -
Environmental Coordinator	\$ 61,583.28	\$ 63,738.70	\$ 65,969.55	\$ 68,278.49	\$ 70,668.23	\$ 73,141.62	\$ 75,701.58	\$ 78,351.13	\$ -
Ezone Program coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Facilities Coordinator	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Film & Video Permit Spec. and Prod. Liaison	\$ 48,835.16	\$ 50,544.39	\$ 52,313.44	\$ 54,144.41	\$ 56,039.47	\$ 58,000.85	\$ 60,030.88	\$ 62,131.96	\$ -

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2008 to 6/30/2009
3.7% COLA Adjustment

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2008 - 6/30/2009

Job Title	.Step 1	.Step 2	.Step 3	.Step 4	.Step 5	.Step 6	.Step 7	.Step 8	.Step 9
GIS Coordinator	\$ 61,650.99	\$ 63,808.78	\$ 66,042.08	\$ 68,353.56	\$ 70,745.93	\$ 73,222.04	\$ 75,784.81	\$ 78,437.28	\$ 81,182.58
GIS Research Analyst II	\$ 55,897.44	\$ 57,853.86	\$ 59,878.74	\$ 61,974.50	\$ 64,143.60	\$ 66,388.63	\$ 68,712.23	\$ 71,117.16	\$ 73,606.26
Homeownership Outreach & Marketing Coordinator	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Hsg. Development Finance Coordinator	\$ 70,723.40	\$ 73,198.72	\$ 75,760.67	\$ 78,412.30	\$ 81,156.73	\$ 83,997.21	\$ 86,937.12	\$ 89,979.92	\$ -
Internal Audit Manager	\$ 69,182.42	\$ 71,603.80	\$ 74,109.94	\$ 76,703.78	\$ 79,388.42	\$ 82,167.01	\$ 85,042.86	\$ 88,019.36	\$ -
IT Technician I	\$ 44,801.59	\$ 46,369.65	\$ 47,992.59	\$ 49,672.33	\$ 51,410.86	\$ 53,210.24	\$ 55,072.60	\$ 57,000.14	\$ 58,995.14
IT Technician II	\$ 50,537.16	\$ 52,305.96	\$ 54,136.67	\$ 56,031.45	\$ 57,992.55	\$ 60,022.29	\$ 62,123.07	\$ 64,297.38	\$ 66,547.79
Lead Grant Program Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Loan Closer Associate Underwriter	\$ 50,194.21	\$ 51,951.01	\$ 53,769.29	\$ 55,651.22	\$ 57,599.01	\$ 59,614.98	\$ 61,701.50	\$ -	\$ -
Loan Portfolio Asset Manager	\$ 49,951.78	\$ 51,700.10	\$ 53,509.60	\$ 55,382.43	\$ 57,320.82	\$ 59,327.05	\$ 61,403.50	\$ 63,552.62	\$ -
Loan Servicing Specialist	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Loan Servicing Specialist-Collections	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Operations Coordinator	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Policy Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Policy/Strategic Communications Coordinator	\$ 76,405.71	\$ 79,079.91	\$ 81,847.71	\$ 84,712.38	\$ 87,677.31	\$ 90,746.02	\$ 93,922.13	\$ 97,209.40	\$ -
Principal Accountant	\$ 64,841.60	\$ 67,111.06	\$ 69,459.95	\$ 71,891.05	\$ 74,407.23	\$ 77,011.49	\$ 79,706.89	\$ 82,496.63	\$ -
Principal Debt Analyst	\$ 72,275.67	\$ 74,805.32	\$ 77,423.51	\$ 80,133.33	\$ 82,938.00	\$ 85,840.83	\$ 88,845.26	\$ 91,954.84	\$ -
Principal IT Specialist	\$ 59,138.39	\$ 61,208.24	\$ 63,350.52	\$ 65,567.79	\$ 67,862.66	\$ 70,237.86	\$ 72,696.18	\$ 75,240.55	\$ 77,873.97
Principal Technical Accountant	\$ 64,841.60	\$ 67,111.06	\$ 69,459.95	\$ 71,891.05	\$ 74,407.23	\$ 77,011.49	\$ 79,706.89	\$ 82,496.63	\$ -
Product Development Specialist - Loan Officer	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Program Coordinator (Business Finance Officer)	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Programmer Analyst I	\$ 53,122.87	\$ 54,982.17	\$ 56,906.55	\$ 58,898.27	\$ 60,959.71	\$ 63,093.30	\$ 65,301.57	\$ 67,587.12	\$ 69,952.67
Programmer Analyst II	\$ 55,897.18	\$ 57,853.58	\$ 59,878.45	\$ 61,974.20	\$ 64,143.30	\$ 66,388.31	\$ 68,711.90	\$ 71,116.82	\$ 73,605.91
Project Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Project Coordinator - Enterprise Zone	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Project Coordinator - HPPD	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Project Program Specialist - Operations	\$ 42,189.38	\$ 43,666.00	\$ 45,194.31	\$ 46,776.11	\$ 48,413.28	\$ 50,107.74	\$ 51,861.51	\$ 53,676.67	\$ -
Project/Program Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Project/Program Coordinator - Target Industries	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Project/Program Specialist	\$ 42,189.38	\$ 43,666.00	\$ 45,194.31	\$ 46,776.11	\$ 48,413.28	\$ 50,107.74	\$ 51,861.51	\$ 53,676.67	\$ -
Project/Program Specialist - Real Estate	\$ 38,354.63	\$ 39,697.05	\$ 41,086.44	\$ 42,524.47	\$ 44,012.83	\$ 45,553.27	\$ 47,147.64	\$ 48,797.81	\$ -
Public Affairs & Events Coordinator	\$ 48,835.16	\$ 50,544.39	\$ 52,313.44	\$ 54,144.41	\$ 56,039.47	\$ 58,000.85	\$ 60,030.88	\$ 62,131.96	\$ -
Public Affairs Coordinator	\$ 60,907.93	\$ 63,039.71	\$ 65,246.10	\$ 67,529.71	\$ 69,893.25	\$ 72,339.52	\$ 74,871.40	\$ -	\$ -
Public Participation and Events Coordinator	\$ 48,835.16	\$ 50,544.39	\$ 52,313.44	\$ 54,144.41	\$ 56,039.47	\$ 58,000.85	\$ 60,030.88	\$ 62,131.96	\$ -
Public Participation Coordinator	\$ 60,907.93	\$ 63,039.71	\$ 65,246.10	\$ 67,529.71	\$ 69,893.25	\$ 72,339.52	\$ 74,871.40	\$ -	\$ -
Real Estate Associate Coordinator	\$ 55,198.23	\$ 57,130.17	\$ 59,129.73	\$ 61,199.27	\$ 63,341.24	\$ 65,558.19	\$ 67,852.72	\$ -	\$ -
Real Estate Coordinator	\$ 70,723.40	\$ 73,198.72	\$ 75,760.67	\$ 78,412.30	\$ 81,156.73	\$ 83,997.21	\$ 86,937.12	\$ 89,979.92	\$ -

Exhibit A: PDC Employer Recommended Settlement Classifications and Steps
7/1/2008 to 6/30/2009
3.7% COLA Adjustment

Portland Development Commission. List of Job Classes and Recommended Settlement Wage Scales 7/1/2008 - 6/30/2009

Job Title	.Step 1	.Step 2	.Step 3	.Step 4	.Step 5	.Step 6	.Step 7	.Step 8	.Step 9
Records Coordinator	\$ 52,176.66	\$ 54,002.84	\$ 55,892.94	\$ 57,849.19	\$ 59,873.91	\$ 61,969.50	\$ 64,138.43	\$ 66,383.28	\$ -
Senior Accountant	\$ 58,956.30	\$ 61,019.77	\$ 63,155.46	\$ 65,365.90	\$ 67,653.71	\$ 70,021.59	\$ 72,472.34	\$ 75,008.88	\$ -
Senior Administrative Specialist	\$ 38,354.63	\$ 39,697.05	\$ 41,086.44	\$ 42,524.47	\$ 44,012.83	\$ 45,553.27	\$ 47,147.64	\$ 48,797.81	\$ -
Senior Administrative Specialist - HDF	\$ 38,354.63	\$ 39,697.05	\$ 41,086.44	\$ 42,524.47	\$ 44,012.83	\$ 45,553.27	\$ 47,147.64	\$ 48,797.81	\$ -
Senior Budget Analyst	\$ 60,869.83	\$ 63,000.27	\$ 65,205.28	\$ 67,487.46	\$ 69,849.53	\$ 72,294.26	\$ 74,824.56	\$ 77,443.42	\$ -
Senior Business Systems Analyst	\$ 67,816.43	\$ 70,190.00	\$ 72,646.65	\$ 75,189.29	\$ 77,820.91	\$ 80,544.64	\$ 83,363.71	\$ 86,281.44	\$ 89,301.29
Senior Construction Coordinator	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Construction Coordinator - HDF	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Database Administrator	\$ 67,816.43	\$ 70,190.00	\$ 72,646.65	\$ 75,189.29	\$ 77,820.91	\$ 80,544.64	\$ 83,363.71	\$ 86,281.44	\$ 89,301.29
Senior Lawson System Administrator	\$ 67,816.43	\$ 70,190.00	\$ 72,646.65	\$ 75,189.29	\$ 77,820.91	\$ 80,544.64	\$ 83,363.71	\$ 86,281.44	\$ 89,301.29
Senior Loan Processor/Closer	\$ 59,011.26	\$ 61,076.65	\$ 63,214.33	\$ 65,426.84	\$ 67,716.78	\$ 70,086.86	\$ 72,539.90	\$ 75,078.80	\$ -
Senior Payroll Accounting Specialist	\$ 44,326.91	\$ 45,878.35	\$ 47,484.09	\$ 49,146.04	\$ 50,866.15	\$ 52,646.46	\$ 54,489.09	\$ 56,396.21	\$ -
Senior Procurement Specialist	\$ 54,039.32	\$ 55,930.69	\$ 57,888.27	\$ 59,914.35	\$ 62,011.36	\$ 64,181.75	\$ 66,428.12	\$ 68,753.10	\$ -
Senior Program Analyst	\$ 55,048.38	\$ 56,975.07	\$ 58,969.20	\$ 61,033.12	\$ 63,169.28	\$ 65,380.20	\$ 67,668.51	\$ 70,036.91	\$ -
Senior Programmer Analyst	\$ 64,836.62	\$ 67,105.90	\$ 69,454.60	\$ 71,885.52	\$ 74,401.51	\$ 77,005.56	\$ 79,700.76	\$ 82,490.28	\$ 85,377.44
Senior Project Coordinator - HPPD	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Project/Program Coordinator	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Project/Program Coordinator - Bus. Finance Officer	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Project/Program Coordinator - HPPD	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Project/Program Coordinator - Loan Officer	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Project/Program Specialist	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Senior Project/Program Specialist - Construction Services	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Senior Project/Program Specialist - Prevailing Wage	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Senior Project/Program Specialist - Prevailing Wage	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Senior Project/Program Specialist - Real Estate	\$ 45,905.38	\$ 47,512.07	\$ 49,174.99	\$ 50,896.11	\$ 52,677.48	\$ 54,521.19	\$ 56,429.43	\$ 58,404.46	\$ -
Senior Public Affairs Coordinator	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Public Participation Coordinator	\$ 66,585.77	\$ 68,916.27	\$ 71,328.34	\$ 73,824.83	\$ 76,408.70	\$ 79,083.01	\$ 81,850.91	\$ 84,715.69	\$ -
Senior Systems Engineer	\$ 67,816.43	\$ 70,190.00	\$ 72,646.65	\$ 75,189.29	\$ 77,820.91	\$ 80,544.64	\$ 83,363.71	\$ 86,281.44	\$ 89,301.29
Small Business Coordinator	\$ 61,582.81	\$ 63,738.21	\$ 65,969.05	\$ 68,277.96	\$ 70,667.69	\$ 73,141.06	\$ 75,701.00	\$ -	\$ -
Sustainability Coordinator	\$ 69,182.42	\$ 71,603.80	\$ 74,109.94	\$ 76,703.78	\$ 79,388.42	\$ 82,167.01	\$ 85,042.86	\$ 88,019.36	\$ -
Trim System Administrator	\$ 67,816.43	\$ 70,190.00	\$ 72,646.65	\$ 75,189.29	\$ 77,820.91	\$ 80,544.64	\$ 83,363.71	\$ 86,281.44	\$ 89,301.29
Web Application Developer II	\$ 55,897.18	\$ 57,853.58	\$ 59,878.45	\$ 61,974.20	\$ 64,143.30	\$ 66,388.31	\$ 68,711.90	\$ 71,116.82	\$ 73,605.91
Web Content Coordinator	\$ 55,897.18	\$ 57,853.58	\$ 59,878.45	\$ 61,974.20	\$ 64,143.30	\$ 66,388.31	\$ 68,711.90	\$ 71,116.82	\$ 73,605.91

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6640

TITLE: APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 75, LOCAL 3769

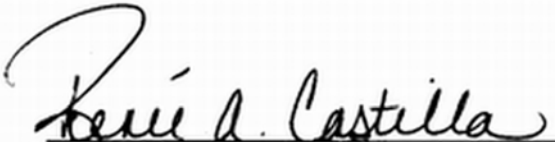
Adopted by the Portland Development Commission on September 24, 2008.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.


Renee A. Castilla, Recording Secretary

Date: September 24, 2008