

City of Portland

and

District Council of Trade Unions

CITY'S FINAL OFFER AND COST SUMMARY

December 31, 2024

The City of Portland presents the final offer and cost summary that includes proposals for ten open articles, fifteen tentative agreements, twenty-two articles where the parties retained current contract language, and the City's costing for a total for three years of \$124 million, an increase of \$4 million above existing contract costs.

The following are the City's final offer proposals on open articles to resolve the current successor collective bargaining agreement:

Article 1	Recognition
Article 15	Holidays
Article 17	Health and Life Insurance Benefit
Article 29	Tools
Article 39	Effective Date and Duration of Agreement
Schedule A	COLA
Schedule A	Premiums
Schedule A	Hiring Above Entry
Schedule A	Wages
LOAs	LOA Inclusion List

The following articles are recognized as Tentative Agreements between the parties:

Article 7	Work Schedules and Workweeks	9/12/2024
Article 9	Overtime	12/13/2024
Article 10	Reporting Pay and Minimum Pay	11/25/2024
Article 12	Seniority	9/19/2024
Article 14	Layoff/Recall	9/26/2024
Article 18	Sick Leave	9/5/2024
Article 19	Family and Medical Leave	9/5/2024
Article 20	Leaves of Absence	9/5/2024
Article 23	Union Representation	9/5/2024
Article 27	Wage Scales	10/10/2024
Article 30	Clothing	6/27/2024
Article 33	Professional Development Fund	10/17/2024

Article 34	Evaluations/Counseling	6/27/2024
Article 36	Grievances, Complaints, and Arbitration	9/19/2024
VEBA	VEBA Placeholder	10/17/2024

The following articles are recognized as not open and remain as current contract language:

Preamble	Preamble
Article 2	Union Security
Article 3	Dues Checkoff
Article 4	Management Rights
Article 5	Productivity
Article 6	Job Security and Outside Contracting
Article 8	Shifts
Article 11	Working Out of Classification
Article 13	Promotion
Article 16	Vacation
Article 21	Jury Duty and Witness Pay
Article 22	Safety-Sanitation
Article 24	Payday
Article 25	Strikes and Lockouts Barred
Article 26	Maintenance of Standards
Article 28	Recoupment of Overpayment/Underpayment
Article 31	Unemployment Compensation
Article 32	Training, Schools, and Conventions
Article 35	Discipline and Discharge
Article 37	Warrant of Authority
Article 38	Savings Clause
Schedule B	Schedule B

Article 1. Recognition

- 1.1 The City recognizes the Unions as the exclusive representative for all employees of the City in all classifications contained in Schedule A of this Agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.5, and 1.2 below.
- 1.1.1 **Probationary Period.** ~~For the purpose of this labor agreement, The~~ probationary period is defined as a six (6) month period from the date of hire, excluding any period of ~~time off~~ paid or unpaid leave exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. Notwithstanding the above, the probationary period for Facility Worker, Facility Maintenance Specialist, and Facility Maintenance Technician will be ~~Police Records Specialist Trainee, Police Identification Technician Trainee, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices, and Water Operations Mechanic Apprentices~~ shall be nine (9) months from the date of hire into the classification. ~~Utility Worker Apprentices and Water Operations Mechanic Apprentices~~ trainees in all classifications will not serve a Promotional Probationary Period at the completions of their apprenticeship. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the affiliated Union and the affected employee.
- (A) Notwithstanding Article 1.1.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.
- (B) All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall provide a copy of the offer letter to the appropriate Union. During their probationary period employees will be given a minimum of three (3) written evaluations with a copy to the employee and the Union at approximately one month, mid-term, and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.
- (C) The City shall provide the appropriate Union with a copy of an employee's resignation, layoff, or separation notice.
- 1.1.2 **~~Permanent Regular/Probationary Employee.~~** Any employee who has ~~permanent~~ regular or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a

yearly basis in a job classification contained in Schedule A.

1.1.3 **~~Permanent Regular~~ Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. ~~Permanent Regular~~ part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become ~~permanent~~ regular status employees. The probationary period of ~~permanent~~ regular status part-time employees will be nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

(A) ~~Permanent Regular status~~ part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Life Insurance, on a pro-rated basis, half if the employee works less than seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.

(B) ~~Permanent Regular status~~ part-time employees will be eligible for Health and Life Insurance coverage as provided in section 17.2.2.

(C) ~~Permanent Regular~~ Part-time employees will accrue seniority on the basis of regular hours paid and approved unpaid leaves of absences in their classification and shall not bump ~~permanent~~ regular status full-time employees.

1.1.4 **Casual Employees.** Casual Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A Casual Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.

(A) The City may employ Casual Employees at any time of the year. However, a Casual Employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a Casual Employee must have a break in service of at least ninety (90) days before they may be reemployed. Except for continuation overtime, ~~permanent~~ regular employees in the work unit will be offered overtime before Casual Employees.

(B) Casual Employees will normally be assigned to common labor jobs and will not normally be upgraded to classifications covered by the contract except on an incidental basis as required by day-to-day workflow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

1.1.5 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without ~~permanent~~ regular status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their ~~permanent~~ regular status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".

1.1.6 The City shall make available to a representative of each Union monthly, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.

1.2 **Rehired Retirees.** The City may reemploy a retired PERS or OPSRP employee pursuant to State Law and the Human Resources Administrative Rule on retirees. ~~The number of hours paid by a PERS covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by state law.~~ No rehired retiree may work for the City for more than two years, without approval from affiliated Union and the Chief Human Resources Officer. Rehired Retirees will be able to request current hours from bureau timekeepers.

~~However, rehired retirees will be subject to the limitations as defined by state law, and provisions of HR Administrative Rule 3.06 shall apply.~~ Rehired Retirees are, at all times "At-Will" employees and the only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

1.2.1 Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least ninety (90) days commencing immediately after their official retirement date. "Good standing" shall be defined as an employee who has no documented discipline in their official personnel file in the two (2) years prior to the date of retirement. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. ~~"Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.~~

1.2.2 The City and DCTU agree that either party may terminate this subsection at any time and for any reason upon thirty (30) days written notice to the other party.

- 1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Unions affected. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

Article 15. Holidays

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

15.1.1 New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

(A) For Monday through Friday Schedules, 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 Sunday, the following Monday shall be considered as a holiday and paid for as such.

(B) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled workday following the holiday(s) shall be considered the holiday and paid as such.

(C) When a holiday is observed on an employee's regularly scheduled solitary day off, they will be permitted to defer the holiday with pay until a later date as described in section 15.2 below.

15.1.2 Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty-four (24) hours per day, will observe Veteran's Day on November 11 and Christmas on December 25, New Year's on January 1, Juneteenth on June 19, and Independence Day on July 4.

15.1.3 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.

15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8-hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10-hour shift will be paid 10 hours

holiday pay.) In addition to an employee's holiday pay, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Deferred or postponed holidays will be used prior to the vacation time, but not prior to vacation over the max. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.

- 15.2.1 Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.
- 15.2.2 An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.
- 15.2.3 If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated vacation leave.
- 15.2.4 If employees are on sick leave and a holiday is observed, they shall be paid for such holiday, and it shall not count against their accumulated sick leave.
- 15.2.5 **Holiday Pay Exclusions.** Holiday pay under this article does not apply to employees receiving third-party compensation under any leave claims including, but not limited to, long-term disability benefits, Workers Comp leave, the City's catastrophic leave program, States' disability programs, and States' Paid Family Leave programs. Understanding that employee eligibility rules and determinations for final payment of third-party benefits is not decided or controlled by the City or the Union, Holiday payment or non-payment disputes for employees having any third-party leave claims are not subject to the grievance procedure.¹

15.3 Personal Holidays

15.3.1 After completion of ~~six (6) months~~ thirty (30) days of service, each regular full-time employee covered by the terms of this Agreement shall receive personal holiday time based on three (3) times their normal shift length per calendar year. "Normal shift length" will be determined by taking

a snapshot of each eligible employee's work schedule on the first day of the first pay period in January. Effective upon ratification, employees that report in person one hundred percent of the time will receive two (2) additional personal holidays per calendar year for a total of five (5) days.

- 15.3.2 After completion of ~~six (6) months~~ thirty (30) days of service, each regular part-time or job-share employee covered by the terms of this Agreement shall receive twelve (12) hours personal holiday time per calendar year.
- 15.3.3 Personal holidays shall be maintained in a separate quota account and will be added to each eligible employee's personal holiday account at the end of the first pay period in January of each year. Personal holiday time may be utilized in any increment of time.
- 15.3.4 The first twenty-four (24) hours, or twelve (12) hours in the case of a part-time or job-share employee, taken off on vacation leave by an employee during a calendar year shall be considered personal holidays.
- 15.3.5 The personal holidays shall be arranged by mutual agreement between the employee and the City. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.
- 15.3.6 Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

ⁱ This addition is to capture the settlement of the MOU on Holiday Pay from 2024.

Article 17. Health and Life Insurance

17.1 Labor/Management Benefits Committee

- 17.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits committee (LMBC). ~~The committee will consist of fourteen (14) members.~~ One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the American Federation of State County and Municipal Employee, Local 189 (AFSCME189), the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17 (PROTEC17), Portland Police Association representing Emergency Communications Operators (BOEC), Laborers' Local 483, representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), City of Portland Professional Workers (CPPW), and, Laborers' Local 483 representing Portland City Laborers. The remaining ~~seven (7)~~ members shall be appointed by the City. There will be an equal number of representatives from labor and the City.
- 17.1.2 A quorum of ~~twelve (12)~~ voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings. Any vacant committee position may not designate or substitute voting authority.
- 17.1.3 The committee shall select its chairperson, who shall serve at the will of the committee.
- 17.1.4 In order to make a recommendation to the City Council, a quorum of ~~at least twelve (12)~~ the committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 17.1.5 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 17.1.6 The committee shall meet at least quarterly and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 17.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum city contribution under this agreement. These costs will be calculated by evaluating the

premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two- party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.

17.2 Benefits Eligibility. The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes and rules.

17.2.1 Regular Full-Time Employees. Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

(A) Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this Labor Agreement.

(B) Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.

17.2.2 Regular Part-Time Employees. Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits

will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

- (A) Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this Labor Agreement.
- (B) Percentage of City Contribution based on employee status. The amount of contributions which the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Employer Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

- (C) The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and is in paid status.

17.3 City/Employee Contributions

~~17.3.1 Self Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017. Effective in Benefit Plan years July 1, 2017 through June 30, 2018, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (Self-insured Medical Plan or the Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five~~

~~percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.~~

- 17.3.1 High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017. Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.
- 17.3.2 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.
- 17.3.3 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who did not receive a preventive health examination within the prior two (2) full calendar years shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council

for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.4 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan, or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.

17.3.5 Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided. The parties acknowledge that Kaiser requires a release of information to be signed allowing Kaiser to release the information described above.

17.3.6 The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

17.3.7 **Medical Coverage Opt Out.** For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 17.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

Cash Payment	One Party	\$25.00 per payday
	Two Party	\$45.00 per payday
	Family	\$62.50 per payday

17.3.8 Employees may elect to receive the cash payment as cash (subject to withholding). In addition to the cash payment to the employee, the City shall contribute for each full-time

employee who opts out of medical coverage an additional amount to the Health Fund based on the annual composite rate. As of 2024, the annual composite rate is \$1594.00 per person. as follows:

~~City Contribution One Part per payday~~

~~Two Party \$93.59 per payday~~

~~Family \$72.86 per payday~~

~~17.3.9 Effective July 1, of each year of the Agreement, the City contribution rate provided in the previous year of the Agreement to each employee who opts out of medical coverage shall be adjusted to reflect the full annual percentage increase in the Portland Salem medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of the most recent calendar year and the second half of the second most recent calendar year as published by the federal Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).~~

~~17.3.10 The City shall pro-rate the cash payment and City contribution in 17.3.8 and 17.3.9 above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours.¹~~

17.3.11 Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

17.4 Health Fund Reserves

17.4.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations.

17.4.2 The term "excess reserves", as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations.

Excess reserves shall remain in the Health Fund but shall be subject to separate reporting to the committee.

17.4.3 The Health Fund and all reserves associated with the Fund must be maintained in an interest-bearing account. Fund reserves shall be pooled and shall not be allocated on an individual employee or employee group basis.

¹ Bargaining Note: striking 17.3.9 and 17.3.10 in accordance with the move to composite rate contributions. This rate is changed each year and comes from the City's healthcare actuaries (AON).

17.5 Retiree and Survivor Benefits

17.5.1 The City shall make available to a retired employee and their eligible dependents, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until both the retiree and spouse (or domestic partner) become eligible for Medicare coverage.

17.5.2 The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

17.6 Life Insurance

17.6.1 The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

17.6.2 The value of the policy shall be ~~the lesser of one-time annual salary rounded to the next higher multiple of \$1,000 or~~ no less than \$50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

17.6.3 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

17.7 Federal and State Health Legislation

17.7.1 If the Federal Government enacts Federal Health Legislation, the State of Oregon enacts or changes any Health Legislation, including ORS 243.303, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the union will immediately negotiate on the effect of that legislation as it pertains to this Article.

17.8 Disability Insurance

17.8.1 The City shall provide each employee with a long-term disability insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

17.8.2 Domestic Partners. For purposes of this agreement, the phrase "domestic partners" shall be as defined by the Labor-Management Benefits Committee.

City of Portland Final Offer
DCTU Successor Negotiations
December 30, 2024

Article 29. Tools

- 29.1 Employees shall furnish replacements of tools lost, worn, or broken on the job. The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee tools must be properly secured when not in use.
- 29.2 Regular full-time employees who are non-probationary incumbents in the classifications listed below and who are represented by IAMAW District Lodge 24 ~~shall~~ will be eligible for a tool allowance of ~~\$1000~~ \$1300 once per fiscal year for tools that the employees normally use in their regular duties with the City. Necessary tools purchased for City work with the allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee's work site.¹
- 29.3 The tool allowance as of July 1, 2024 is \$1300.
Effective July 1, 2025, the tool allowance will be increased by five percent (5%) to provide an allowance of \$1365.
Effective July 1, 2026, the tool allowance will be increased by five percent (5%) to provide an allowance of \$1433.
Effective July 1, 2027, the tool allowance will be increased by five percent (5%) to provide an allowance of \$1505.
- 29.4 Such payment will be made in the form of a separate payment. The payment will be paid to the employee following ninety (90) days of employment. All subsequent payments will be paid during the second pay period of the fiscal year.
- 29.5 Classifications eligible for the allowance:
- ~~Auto Body Restorer (Job ID 30000125)~~
Vehicle and Equipment Mechanic Trainee (Job ID 30000130)
Vehicle and Equipment Mechanic (Job ID 30000131) Vehicle and Equipment Mechanic, Lead (Job ID 30000132)
- ~~29.6 **Tool Allowance Pilot Program.** The tool allowance will incrementally increase from the current \$1000 per fiscal year allowance to \$1300 per fiscal year in accordance with the following schedule:~~
- ~~\$1,100 effective July 1, 2021~~
~~\$1,200 effective July 1, 2022~~

¹ The City agrees to continue providing a tool allowance for the duration of this Agreement, so long as IAMAW District 24 employees are expected to provide tools for repair of City vehicles and equipment.

~~\$1,300 effective July 1, 2023~~

- ~~A) Employees in the eligible classifications will be required to track and provide documentation of their actual tool purchases.~~
- ~~B) Prior to successor negotiations, the City will audit a select number of employee's expenses to validate the \$1,300. If the actual tool expenses per employee does not validate the request for \$1,300 the tool allowance in the subsequent agreement will remain at \$1000 per fiscal year.~~
- ~~C) The City and the Union shall mutually agree to establish the number of employees to be audited and the selection process for those employees to be audited.~~
- ~~D) Selected employees must provide receipts for tools that are readily available to review. Tools purchased by employees must be used for City projects and stored on City premises. Tools must be purchased during the lifecycle of this Agreement to be considered as part of the audit process.~~

~~29.7 Such payment will be made in the form of a separate payment. The payment will be paid to the employee following ninety (90) days of employment. All subsequent payments will be paid during the second pay period of the fiscal year.~~

29.8 **Tool Inventory.** The City's classification specifications for the jobs listed in 29.X require employees to supply their own tools. Employees are responsible for providing and maintaining a basic set of mechanic hand tools that meet the requirement of the basic tool list provided by the City. Employees are encouraged to bring additional tools to their work site, but all tools must be clearly marked with the employee's information. Employees are encouraged to keep a detailed inventory of their tools in the event of workplace theft or catastrophic loss. The City may reimburse an employee for the loss or damage of personally owned tools in the workplace. The employee must not be at fault for the loss or damage to be eligible for reimbursement.

~~29.9 Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. Employees are responsible for adding new tools to the tool inventory. Management may review each employee's tool inventory at the City's discretion. The City will provide the digital camera for this purpose. To be eligible for replacement, stolen tools must be permanently marked~~

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~~(engraved or etched) with the employee's information, inventoried, and
photographed.~~

Article 39. Effective Date and Duration of Agreement

- 39.1 This Agreement, effective January 1, ~~2024~~ 2025, or upon ratification by both parties, shall remain in full force and effect through ~~December 31, 2024~~ December 31, 2027.
- 39.2 In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City ~~Council~~ and the DCTU agree that they will meet and discuss the economic impact and, by mutual agreement, will provide concepts for alternative approaches in writing and, put forth a good faith effort to arrive at alternatives to a reduction in the workforce. The parties will work together in an interest-based problem-solving approach to avoid layoffs, but this article does not prohibit the City laying off employees as determined appropriate by the City and in compliance with the provisions of Article 14 – Layoff/Recall, nor dictate the timing of such layoffs. The hope of the parties is to find alternatives to layoff and/or options to lessen the impact on employees to be laid off. The parties may consider all options, including furloughing temporarily while retaining health insurance coverage and continuation of leave accruals at existing levels.

Schedule “A” Wage Increases

YEAR ONE - Effective July 1, 2025, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2025 to June 30, 2026 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2023 and the 2nd Half 2024) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR TWO - Effective July 1, 2026, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2026 to June 30, 2027 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2024 and the 2nd Half 2025) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2027, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2027 to June 30, 2028 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2025 and the 2nd Half 2026) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Schedule "A" Premiums

Effective on ratification through December 31, ~~2027~~ 2024

1. Premiums described in paragraphs 2 through 8 shall not be pyramided.
2. The following named classes and work situations will be paid a premium of four percent (4%) of the employee's base wage for actual time performing such work rounded up to the next whole hour:
 - a. Employees operating a jackhammer.
 - b. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.
3. Any employee other than a Painter, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead-while working from a temporary scaffolding, portable ladder, or boom, which is fifteen (15) feet above ground or working from any suspended device will receive a premium of four percent (4%) of the employee's base wage, for a minimum of one (1) hour.
4. Any employee who is required to work over forty-five (45) feet above the ground on bridges, fixed structures, or other horizontal surface and required to wear fall protection equipment while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay, for a minimum of one (1) hour. The appropriate pay for employees working over forty-five (45) feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate.
5. Any employee who is required to work on a communication tower over forty-five (45) feet above the ground and wear fall protection equipment shall be paid 1.5 times the employee's base rate of pay for a minimum of four (4) hours.
6. Any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four hours.
7. The City will pay a premium of eight percent (8%) of the employee's base wage, per hour, for actual time worked, rounded up to the nearest whole hour, under the following conditions:
 - a. Employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and/or safety suits) and/or Level

“B” PPE only while:

- i) engaged in work inside a permit required confined space as defined by OSHA; or
 - ii) connecting chlorine cylinders or responding to liquid chlorine alarms; or, performing work in areas designated by the City as having contaminated soils (i.e. heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or
 - iii) receiving bulk shipments of chemicals; or
 - iv) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.
- b. Employees in the Electrician and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on “live” equipment with an Arc Flash rating of category three (3) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.
8. ~~Vehicle Service employees and Equipment Mechanics~~ when assigned emergency repair work on automotive or construction equipment that has broken down alongside the road shall be paid a premium of five percent (5%) of the employee’s base wage for all time so assigned. This premium does not apply to repair work performed on City-owned or leased property or any off-road locations. ~~This premium will also apply to Vehicle and Equipment Mechanics.~~
9. When a Vehicle and Equipment Mechanic is assigned as a Mobile Vehicle and Equipment Mechanic (MVEM), the City will pay such employee a premium of three percent (3%) of the employee’s base wage. An employee assigned as a Vehicle and Equipment Mechanic, Lead cannot be assigned as a MVEM for the same period of time. Premiums 8, 9, and 10 may not be stacked.
10. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee a premium of five percent (5%) of the employee’s base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.
- a. An employee assigned lead duties in a workday will receive the lead premium for a minimum of half a shift or for a full shift if the employee is assigned to such duties for more than half their shift.
 - b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.

11. ~~Building Inspector IIs, Electrical Inspectors and Plumbing Inspectors in Portland Permitting and Development (PP&D), shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one- and two-family inspection certification(s) they obtain and are released to perform such permitted work inspections. to begin to use in the Residential Inspections Section in the Bureau of Development Services.~~
12. ~~Building Inspector IIs shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one- and two-family inspection certification they obtain and begin to use in the "Work without Permit Program" in the Compliance Services/Neighborhood Inspection Section of the Bureau of Development Services.~~
13. ~~Building Inspector IIs and Structural Inspectors who obtain and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Development Services shall receive a premium of three percent (3%) added to the employee's base wage for all hours worked.~~
14. ~~Water Treatment Certifications:
 - a. ~~Employees in the Water Treatment Operator II classification are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~
 - b. ~~Employees in the Water Treatment Operator, Lead classification are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~
 - c. ~~Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.~~~~
15. ~~Water Distribution Certifications:
 - a. ~~Employees in the Water Operations Mechanic and Water Distribution Worker classification are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~
 - b. ~~Employees in the Water Quality Inspector and Water Meter Technician~~~~

~~classifications are required to have and maintain certification as a Water Distribution Level 1 Operator (except for those employees grandfathered in 2010). Certification pay for Water Distribution Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~

~~c. Employees in the Watershed Specialist III classification are required to have and maintain certification as a Water Distribution Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~

~~d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.~~

16. Water Treatment and Water Distribution Certification:

a. Employees in the Operating Engineer II classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 1 Operator. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level ~~2~~ 3 Operator and Water Treatment Level 2 Operator. ~~Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked.~~¹ Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water

¹ Struck language in 16(b) was eliminated as part of the April 4, 2018 LOA. Additionally, as part of the terms of the LOA, the current premium pay for Water Distribution L4 certification is currently paid at 3%. This proposal eliminates the LOA and increases the premium pay.

- Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.
- c. Employees holding both Water Distribution Operator and Water Treatment Operator certifications will only be compensated for one certification at a time with the higher hourly premium being worked.
 - d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.
17. Inspectors in the Portland Permitting & Development Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid \$15.00 per trip per unit when it includes a mobile home inspection.
18. ~~National Institute for~~ Automotive Service Excellence (NASE) Certification:
- a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NASE, shall receive \$36.92 per FLSA workweek.
 - b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the NASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive ~~\$36.92~~ \$41.91 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive ~~\$48.46~~ \$58.80 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive ~~\$60.00~~ \$67.10 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.
 - c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the NASE, shall receive ~~\$36.92~~ \$41.91 per FLSA workweek.
 - d. The City ~~shall~~ will pay for the cost of certification if the employee can prove they passed the certification test. If the employee does not pass the certification test, the employee is responsible for the cost of the test.
19. The City ~~shall~~ will pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of ~~\$1.95 per hour~~ five percent (5%) above base wage for all hours worked as Chief. The City shall assign a Chief Plumbing Inspector and a Chief Electrical Inspector any time the bureau is providing plumbing inspection or electrical inspection services.

20. Employees who work for the Portland Permitting & Development Bureau of Development Services in the classifications of ~~Building Inspector II~~, Electrical Inspector, Plumbing Inspector, and Combination Inspector shall receive a certification premium of two percent (2%) added to the base wage for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete at least two of the following specializations; the Specialized Solar Photo-Voltaic (SSPVI), Specialized Plumbing Inspector (SPI), Specialized Electrical Inspector (SEI), and Specialized Systems/Final Inspector (SFI) certifications and perform inspection duties related to these certifications. This premium is not to exceed two percent (2%).
- ~~21. Employees appointed to the Housing Inspector and Senior Housing Inspector classifications are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector classifications who work in the Bureau of Development Services a certification premium of two percent (2%) added to the base wage for all hours worked for each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certification they obtain and begin to use.~~
- ~~22. Police Identification Technicians who acquire and maintain a Tenprint Fingerprint Certification from the International Association of Identification will receive certification pay of five percent (5%) added to the employee's base wage for all hours worked.~~
- ~~23. Members in the classifications of Police Records Specialist and Police Records Training Coordinator who have successfully completed Records Finish training will receive a premium of three percent (3%) added to the employee's base wage for all hours worked.~~
- ~~24. Employees appointed to the classification of Accountant III or Accountant IV who acquire and maintain a CPA license shall receive a premium of five percent (5%) added to their base wage for all hours worked.~~
25. All employees covered under this Agreement shall be eligible to participate in the City's language pay program. Employees whose job classifications are public facing, customer service, or community engagement oriented are included on the City Language Pay Differential Job Classification Eligibility List and whose language is listed on the City/County combined languages will

~~receive a bilingual pay differential of \$1.00 per hour to their base wage for all hours worked. Passage of the verbal language proficiency test is required to receive the language pay differential. This premium is not subject to the grievance procedure.~~

26. Effective upon ratification and upon completion of their tenth consecutive year of service as a regular employee of the City, employees will receive longevity pay of two percent (2%). Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.
27. A premium of 3% shall be applied to the base wage of all hours worked for a limited number of eligible employees in the classifications below who maintain their Commercial Drivers' License (CDL) and perform the duties of a commercial driver for the City as needed. The Bureau shall have sole discretion to establish the total number of employees in these classifications who are eligible for the Premium.

The Premium applies to the following DCTU represented classifications only:

General Mechanic
Operating Engineer
Electrician
Instrument Technician
Electrician/Instrument Technician
Instrument Technician Apprentice

Employees must maintain a Commercial Driver License (CDL), with all the required endorsements, as determined by the Bureau, to be considered for the Premium. Employees must also actively participate in the City's CDL drug testing program to utilize their CDL for city work assignments.

*Senior Inspectors are eligible for the following premiums for which they are qualified: 2, 3, 4, 7, ~~9~~, 10, 11, 12, 16, 17, 19, 20, 24, 25, and 26.

Hiring Entry Wage Exceptions

1. The employer shall have the ability to hire new employees at up to step three (3) for the following classifications: ~~Building Inspector I, Building Inspector II, Senior Building Inspector,~~ Electrical Inspector, Senior Electrical Inspector, Combination Inspector, ~~Housing Inspector, Senior Housing Inspector,~~ Plumbing Inspector, and Senior Plumbing Inspector, ~~Structural Inspector, Commercial Plans Examiner, Residential Plans Examiner, and Senior Plans Examiner.~~ Employees hired at up to step three (3) may go to the top step after the successful completion of their probationary periods.
- ~~2. Based upon bona fide recruitment need, the initial permanent appointment to a Business Systems Analyst I, II, or III, or a Risk Specialist I classification may be above the entry rate of the assigned range based on a pay equity evaluation. The union will be provided notice when an employee is hired above the entry rate of the assigned wage. The provision for number 2 will sunset on the expiration of the contract unless extended upon mutual agreement of both parties.~~

Job Number	Classification Name	Current Wages as of 7/1/2024					City Proposed**				
		EN	6M	Y1	Y2	Y3	EN	6M	Y1	Y2	Y3
30000130	Vehicle & Equipment Mechanic, Trainee	\$26.00	\$29.20	\$33.07	\$36.84						
30003300	Electronics Technician, Assistant	29.04	31.59				29.58	37.96			
30003377	Facilities Worker	31.59	32.76	33.97							
30000152	Operating Engineer I	33.18	34.74	36.47							
30000127	General Mechanic	33.65	38.28	40.69	41.94						
30000235	Electronics Technician I: Traffic Signal	34.48	39.23	41.85			37.93	39.85	41.85		
30003500	Facilities Maintenance Specialist	35.00	37.79	38.93							
30000128	General Mechanic Lead	35.32	40.18	42.71	43.98						
30000112	Painter	37.10	40.27	41.47							
30000125	Auto Body Restorer	37.43	40.69	41.94							
30000131	Vehicle & Equipment Mechanic	37.43	40.69	41.94							
30000153	Operating Engineer II	37.70	39.82	42.05	44.40	46.90					
30000234	Electronics Technician I: Communications	37.93	39.85	41.85							
30000113	Painter, Lead	38.89	42.27	43.56							
30000132	Vehicle & Equipment Mechanic, Lead	39.28	42.71	43.98							
30000238	Communications Switch Technician	40.35	45.90	48.93							
30000237	Electronics Technician II: Traffic Signal	40.35	45.90	48.93			44.38	46.60	48.93		
30000071	Facilities Maintenance Technician	40.50	43.73	45.06			41.69	45.02	46.39		
30000072	Facilities Maintenance Technician, Lead	40.83	45.74	47.13			42.03	47.07	48.52		
30000154	Operating Engineer III	40.83	42.87	45.01	47.26	49.61					
30001159	Plumber	42.34	46.04	47.40			44.46	48.34	49.77		
30000167	Sign Inspector	42.53	44.68	46.86	49.25						
30000236	Electronics Technician II: Communications	44.38	46.60	48.93							
30000168	Electrical Inspector	46.56	48.91	51.27	53.87		47.52				

30000164	Plumbing Inspector	46.56	48.91	51.27	53.87		47.52				
30000116	Electrician	47.00	50.77				47.00	52.35			
30000239	Instrument Technician	47.00	50.77				47.00	52.35			
30002610	Electronics Technician III: Communications	47.49	50.47	52.37							
30000166	Signals and Street Lighting Inspector	47.52	49.91	52.38	55.00						
30000121	Electrician/Instrument Technician	48.54	52.40					54.03			
30000117	Electrician, Lead	49.38	53.28				49.38	54.97			
30000118	Electrician, Sr	49.38	53.28								
30000240	Instrument Technician, Lead	49.38	53.28				49.38	54.97			
30000170	Combination Inspector	49.68	52.19	54.73	57.54						
30001458	Electrician/Instrument Technician, Lead	50.96	55.01					56.73			
30000119	Electrician, Supervising	51.83	55.96								
30000169	Electrical Inspector, Sr	52.28	54.90	57.67	60.49						
30000165	Plumbing Inspector, Sr	52.28	54.90	57.67	60.49						

** all proposed rates are subject to final verification and any rounding as determined by BHR Class/Comp

Apprentice Rates	Electrician/Instrument Tech, Apprentice		Facilities Maintenance Tech Apprentice		Instrument Technician, Apprentice	
	Current	City Proposal**	Current	City Proposal**	Current	City Proposal**
Entry to 5 Months	31.44	32.42	27.04	27.83	40.61	41.88
6 Months to 11 Months	34.06	35.12	29.29	30.15	43.15	44.50
12 Months to 17 Months	36.68	37.82	31.54	32.47	45.69	47.12
18 Months to 23 Months	39.30	40.52	33.80	34.79	48.23	49.73
24 Months to 29 Months	41.92	43.22	36.05	37.11		
30 Months to 35 Months	44.54	45.93	38.30	39.43		
36 Months to 41 Months	47.16	48.63	40.55	41.75		
42 Months to 47 Months	52.40	54.03	42.81	44.07		

** all proposed rates are subject to final verification and any rounding as determined by BHR Class/Comp

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All LOAs/MOUs noted below will continue as written or modified and be included in the back of the Full Collective Bargaining Agreement.

page in current DCTU CBA	Date	Bureaus/Topic
128	8/9/2021	VEBA Placeholder
129	3/14/1989	Letters of Understanding/Agreement – All Bureaus Temporary Upgrades and Appointments
143	4/30/2014	Environmental Services (Wastewater Mechanics, Painters, Machinists, AEO III's, E&I Workgroup, Stores Personnel)
157	4/19/2008	Parks and Recreation (Single work unit for filling vacancies)
178	4/30/2014	Technology Services (Background Check)
184	8/30/2011	Transportation (Standby Signal Electricians)
213	1/18/2013	Water (Operating Engineer Shifts – WCC or Groundwater Pump Stations)
N/A	2016	GPS Data LOA
N/A	11/2023	Fleet (Leaf Season)

All LOAs/MOUs noted below will be removed from the Full Collective Bargaining Agreement.

page in current DCTU CBA	Date	Bureaus/Topic
126	2022	Market Adjustment Review LOA
131	4/30/2014	Career Development Program
133	11/2017	Labor Management Workgroup – Working out of Classification
135	2/1/2007	Auditor (AFSCME)
137	3/17/2015	BOEC (AFSCME)
140	8/19/2022	BOEC (AFSCME)
141	9/19/1990	Environmental Services (Standby)
146	12/20/2021	Environmental Services/Water CDL Premium
147	11/3/2010	Facilities (Standby)
149	3/22/2007	Facilities (Alternative Shifts)
151	4/30/2014	Facilities (Background Checks)
153	12/8/2021	Facilities (Seniority for Apprentices)
154	12/20/2021	Facilities (On Call Mechanics)
155	4/30/2014	Neighborhood Involvement (AFSCME)
158	3/27/2014	Police (AFSCME)
159	8/13/1990	Police (AFSCME)
160	4/10/1985	Police (AFSCME)
161	8/4/1992	Police (AFSCME)
163	10/5/1995	Police (AFSCME)
165	10/22/2001	Police (AFSCME)
169	3/11/2010	Police (AFSCME)

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171	6/6/2005	Revenue (AFSCME)
173	7/25/2005	Revenue (AFSCME)
175	4/30/2014	Revenue (AFSCME)
177	8/16/2022	Technology Services (Standby)
180	4/30/2014	Technology Services (Alternative Shifts)
181	10/3/1996	Transportation (AFSCME)
182	10/10/2008	Transportation (AFSCME)
186	5/15/2012	Transportation (AFSCME)
188	7/24/2012	Transportation (AFSCME)
189	7/24/2012	Transportation (AFSCME)
191	7/24/2012	Transportation (AFSCME)
192	1/6/2013	Transportation (AFSCME)
193	4/30/2014	Transportation (AFSCME)
195	7/1/1980	Water (AFSCME)
196	2/18/1986	Water (AFSCME)
197	3/18/1988	Water (AFSCME)
198	4/12/1988	Water (AFSCME)
199	2/21/2003	Water (AFSCME)
200	6/29/2005	Water (AFSCME)
202	8/25/2005	Water (AFSCME)
203	12/14/2007	Water (AFSCME)
204	10/10/2011	Water (AFSCME)
206	1/2/2013	Water (AFSCME)
218	4/30/2014	Water (AFSCME)
220	12/20/2021	Environmental Services/Water CDL Premium

Market Adjustment Review Letter of Agreement

The City remains open to collaboration and a continued discussion on elements of the Multnomah County/AFSCME Local 88 model of market adjustment analysis. As such, this document outlines the City/DCTU framework for wage reviews during the four year agreement.

As part of the final Tentative Agreement reached on February 9, 2022, the parties agree to the following:

~~-Input on comparators—~~

~~-The DCTU will have an opportunity to provide input in order to identify the most appropriate comparable classifications outside the City.~~

~~-Input on matches will be considered within 3 months from start of study in second quarter of the fiscal year. Year 2 timeline will be adjusted accordingly based on ratification date of new agreement.~~

~~-Meet and confer over discrepancies.~~

~~-Timeline for Reviews—~~

~~-Sample Fiscal Year Timeline:~~

~~-Quarter 1— Process discussion and study kick-off~~

~~o Classifications defined and comparators confirmed~~

~~-Quarter 2— Study conducted~~

~~-Quarter 3— Results reviewed~~

~~-Quarter 4— Impacts implemented~~

~~-Year 1 (FY 21/22)— Targeted adjustments already proposed implemented upon ratification~~

~~-Year 2 (FY 22/23)— 10 classifications for review~~

~~-Year 3 (FY 23/24)— 10 classifications for review~~

~~-Year 4 (FY 24/25)— 15 classifications for review~~

~~-Decisions flowing from market review are not subject to grievance procedure.~~

~~-Nothing in this supposal precludes the City from reviewing more classifications or adjusting pay upward as it determines necessary during the term of the agreement.~~

~~* DCTU will determine priority of which classifications reviewed in each fiscal year.~~

~~Final list of classifications agreed by DCTU and City to move forward for market review as part of the Agreement reached on February 9, 2022.~~

~~*Accountant II~~

~~*Accountant III~~

~~Senior Plumber Inspector~~

~~Plumber Inspector~~

~~*Combination Inspectors~~

~~*Meter Technician~~

~~*Meter Reader~~

~~Facility Maintenance Technicians (FMT)~~

~~*Hearings Officer~~

~~Electrical Inspector~~

~~Electrical Inspector Sr~~

~~Electrician~~

~~Electrician, Supervising~~

~~Electronics Technician I: Traffic Signal~~

~~Electronics Technician II: Traffic Signal~~

~~Electronics Technician Assistant~~

~~Instrument Technician~~

~~*Water Operations Mechanic~~

~~General Mechanic~~

~~Vehicle and Equipment Mechanic~~

~~*Water Security Specialist (Ranger)~~

~~*Water Treatment Operator Series I, II, (III)~~

~~*AFSCME Local 189 classification~~

August 19, 2021

Placeholder VEBA

**TA'd on 10.17.24 and
included in TA
bookmarks**

The City agrees to create a Labor Management workgroup to explore a Voluntary Employee Beneficiary Association (VEBA) for employees covered by the DCTU.

The City shall allow DCTU members to participate in a Plan(s) which is defined to include a Voluntary Employee Beneficiary Association (VEBA), a Section 457 plan or any other form of non-qualified deferred compensation program.

The Union will be responsible for the administration and management of the VEBA.

The City shall withhold X amount of each individual DCTU member's gross wages per pay period. This amount shall be contributed on the member's behalf to the VEBA each pay period or monthly, the interval to be determined by the City. The withholding shall be made on a pre-tax basis.

Participation is mandatory for all bargaining unit members.

LETTERS OF UNDERSTANDING/AGREEMENT – ALL BUREAUS

March 14, 1989

LETTER OF UNDERSTANDING

District Council of Trade Unions and the City of Portland

- I. PARTIES The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and the District Council of Trade Unions (hereinafter the DCTU).
- II. PURPOSE This letter is to set forth the parties' intent as to the application of the provisions of the Labor Agreement, specifically:

Article 1. Recognition Article 3. Dues Check-off
Article 11. Working Out of Classification
Article 12 Seniority

- III. AGREEMENT
 - 1. The parties agree that the following definitions shall apply:
 - Temporary Upgrade -- Employees temporarily assigned to higher classifications; in some ~~cases~~cases, non-represented ~~classifications~~classifications.
 - Temporarily Appointed -- Employees appointed to non-represented classifications ~~by written Personnel Action Notice (PAN)-in SAP.~~
 - 2. Employees who are temporarily upgraded shall receive compensation in accordance with the Labor Agreement and shall still retain status as a represented employee under the collective bargaining agreement.
 - 3. Employees who are temporarily appointed shall be notified in writing that pursuant to Article 11.~~2.3.4.3(a)~~2 that the provisions of the Labor Agreement (with the exception of Article 13.5) shall not apply to them.
 - 4. Employees upon completion of the ninety (90) day period specifically mentioned in Article 13.5 shall no

longer be required to pay Union dues and/or Fair Share.

5. After the 90-day period, the DCTU shall not be required to represent employees temporarily appointed to non-represented positions.
6. Employees who are temporarily appointed shall be given by the City a copy of this Letter of Agreement upon appointment and be required to sign a form acknowledging receipt of this Letter. A copy of that signed acknowledgment and PAN shall be sent to the affected DCTU Union.

April 30, 2014
Letter of Agreement
(Career Development Program)

The parties to this Letter of Agreement are the City of Portland (City) and AFSCME, Local 189; IBEW, Local 48; Machinists and Mechanics, District 24; Operating Engineers, Local 701; Plumbers and Allied Trades, Local 290; Painters and Allied Trades, District Council 5 (Unions).

Background

1. The City and the Unions are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2017. For purposes of collective bargaining, the Unions are affiliated under the District Council of Trade Unions (DCTU).
2. During 2013 successor contract negotiations, the parties identified a shared interest in increasing the diversity of the City's workforce and increasing opportunities and removing barriers that stand in the way of advancement for traditionally underrepresented groups.
3. During 2013 successor contract negotiations, the parties also identified a shared interest in providing career development opportunities for employees covered by the DCTU CBA.

Agreement

1. Immediately after ratification of the 2013-2017 CBA by all parties, the parties shall establish a Career Development Program Committee made up of equal members of labor and management participants.
2. The Career Development Program Committee shall develop and implement a Career Development Program for employees covered by the DCTU CBA.

3. ~~When the parties implement the Career Development Program, the parties agree to modify the terms of Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities.~~

4. ~~Upon implementation of the Career Development Program, the parties agree to modify Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities when no employee is available from the appropriate eligible list. If no employee is available from the appropriate eligible list and no employee who is participating in the Career Development Program is available, the City shall select from among any qualified, available, and willing employees in the division or bureau as outlined in Article 11.2.2.~~

November 2017

**~~Citywide/District Council of Trade Unions
Labor Management Workgroup—Working Out of Classification~~**

The parties to this agreement are the City of Portland (City) and the District Council of Trade Unions (DCTU).

~~Background~~

- ~~1. The City and the Unions spent an extended period in negotiations over a successor agreement to the 2013-2017 Collective Bargaining Agreement.~~
- ~~2. The City and the Union could reach settlement on all issues except for Working Out of Classification.~~
- ~~3. The City and the Union have a shared interest in ensuring that the Working Out of Classification article can be implemented in such a way that does not create an undue burden on the City.~~

~~Agreement~~

- ~~1. The City and the Union shall establish a Labor Management Workgroup on Working Out of Classification.~~
- ~~2. The workgroup shall consist of eight members, four appointed by the DCTU and four appointed by the Director of Human Resources or their designee.~~
- ~~3. The workgroup shall meet monthly and provide a report and/or agreement as to resolve implementation issues on Article 11—Working Out of Classification by June 30, 2019.~~
- ~~4. The committee shall make decisions by consensus unless an otherwise agreed upon decision making method is chosen.~~

5. ~~Issues to consider include, but are not limited to:~~
 - a. ~~Training/developmental opportunities for other current City employees not covered under the DCTU Collective Bargaining Agreement~~
 - b. ~~Individuals on appropriate eligible list (11.2.2) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity is.~~
 - c. ~~Eligible employees refusing working out of classification opportunities.~~
 - d. ~~The domino effect of working out of classification opportunities moving a person from one group to another which may create another working out of classification opportunity. This situation breaks apart workgroups and may cause inefficiencies.~~
 - e. ~~Planned versus unplanned (sick/emergency) working out of classification opportunities.~~
 - f. ~~Temporary Appointments versus Working Out of Classification.~~
 - g. ~~Safety issues.~~
6. ~~The City and Union agree on already established pay practices and agreements for Working Out of Classification.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of the City Auditor and AFSCME Local 189 (Union).

BACKGROUND

Article 7.1.1 of the Labor Agreement provides by mutual agreement for weekly work schedules consisting of four (4) consecutive ten (10) hour workdays, with three (3) consecutive days off.

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off.

The parties want to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the three days off would not be consecutive.

AGREEMENT

The parties agree to the following:

The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.1 and 7.1.2 in which all of the days off are not consecutive.

Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.

Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.

Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.

~~When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3 above, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.~~

~~The agreement does not set any precedent for any other group of employees within the DCTU bargaining unit working for the City of Portland.~~

~~This Letter of Agreement is effective with its signing by both parties.~~

March 17, 2015

**Letter of Agreement
SHIFT TRADE GUIDELINES
Emergency Communication Support Specialists**

The parties to this Letter of Agreement (LOA) are the City of Portland (City), on behalf of the Bureau of Emergency Communications (BOEC) and the American Federation of State, County and Municipal Employees Local, 189 (Union).

Background

- A. The City and the District Council of Trade Unions, of which the Union is a signatory member, are parties to a collective bargaining agreement effective July 1, 2013 to June 30, 2017 (the 2013-2017 CBA).
- B. The Union is the sole collective bargaining representative on behalf of employees working at BOEC in the Emergency Communication Support Specialist (ECSS) classification (Job ID 30000835). The ECSS classification is listed in Schedule "A" of the 2013-2017 CBA.
- C. Article 12.1 .2 of the 2013-2017 CBA allows for shift trades or shift changes between employees upon mutual agreement with the City. Shift trades of less than a FLSA workweek have not been allowed under the CBA.
- D. Notwithstanding the provisions of the 2013-2017 CBA, because BOEC is a 24/7 operation, it is in the best interest of both BOEC and employees in the ECSS classification to allow ECSS's to trade work shifts of less than a FLSA workweek or pay period and/or to trade partial work shifts, with approval of their supervisors.

Agreement

- 1. Shift Trades. Notwithstanding the provisions of the 2013-2017 CBA, individual trades of full or partial shifts may be made between employees in the ECSS classification at BOEC under the provisions of the FLSA.

- ~~2. Trades must be approved by a supervisor.~~
- ~~3. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation.~~
- ~~4. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Notwithstanding the provisions of ORS 653.268, it is agreed that at no time shall any hours worked under a trade agreement be paid at the overtime rate.~~
- ~~5. The City is not required to keep a record of the hours of the substitute work. However, the City may develop and require the use of pay codes to facilitate its knowledge of when an employee has substituted or is being substituted and when an employee did not report to work for what was an approved substitution shift.~~
- ~~6. Trades are not subject to formal record keeping by the Bureau. Records of trade time worked and owed are the responsibility of the employees involved in the trade. The City is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. The City cannot be held responsible for the balancing of trade accounts.~~
- ~~7. Employees are responsible for ensuring that their assigned shifts are covered.~~
- ~~8. The employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her vacation leave accruals, and if none, from future vacation leave accruals until the deficit is erased. If the employee who has agreed to work the trade cannot work the trade due to illness, the time will be deducted from her his vacation leave accruals.~~
- ~~9. Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six~~

~~months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.~~

~~10. Either party may terminate this LOA with 30 days' advanced written notice.~~

~~11. The parties agree that Grievance No. 2015-008 filed on behalf of employees in the ECSS classification is hereby withdrawn with prejudice.~~

~~12. This LOA is effective upon ratification by City Council.~~

**Letter of Agreement
AFSCME Local 189 and the City of Portland**

Effective, July 1, 2022, it is agreed between the City of Portland (City), the Bureau of Emergency Communications (BOEC) and AFSCME Local 189 (Union) that when a represented Business Systems Analyst I, II, or III employee at BOEC is assigned Stand-By Duty and is requested to carry a paging or other telecommunication device when assigned to stand-by, the employee shall receive pay for each one (1) hour of stand by time as indicated on the Rate of Compensation scale. All standby pay or compensatory time is earned at the straight time rate (1.0). The employee may elect to receive pay or compensatory time.

The rate of pay is based upon total hours of assigned Stand-By Duty per fiscal year and will apply as follows:

Rate of Compensation Scale	
Stand-By Duty Hours	Time Earned
1-864.99	0.125 hours for each one hour of stand-by duty
865-1684.99	0.15 hours for each one hour of stand-by duty
1685-2504.99	0.20 hours for each one hour of stand-by duty
2505+ hours	0.25 hours for each one hour of stand-by duty

If an employee is assigned to Stand-By Duty while on a city paid holiday, the employee will receive pay at the straight time rate (1.0) for each one hour of stand-by duty in accordance with the Rate of Compensation scale.

After hours callout work performed while an employee is assigned to Stand-By Duty will be paid in accordance with Article 10.2, 10.2.1, and 10.2.4. It is expressly understood that, as part of this Agreement, Article 10.2 and 10.2.1 shall apply only when a BSA I, II, or III is required to physically report for a callout and that for all work performed remotely while on a callout, Article 10.2.4 shall apply.

The bureau and the union representative(s) involved agree that either party may terminate the agreement at any time for any reason upon thirty (30) days written notice to the other party.

This agreement is in full effect for the life of the existing contract and will remain in full effect unless opened by either party at the end of the current contract.

September 19, 1990

LETTER OF UNDERSTANDING

IBEW, Local 48 and the City of Portland Stand-by Pay Provision

Upon signing of this Memorandum of Agreement by all parties below the Bureau of Environmental Services (BES), the International Brotherhood of Electrical Workers (IBEW), Local 48, and Municipal Employees Local 483 agree to the following Stand-by Pay provisions as follows:

1. ~~_____~~ The current DCTU Labor Agreement has certain provisions for negotiating alternate “stand-by” provisions between the City and the Unions as provided for in Article 10.4 and 10.4.1
 - 10.4 ~~_____~~ Before the City requires bargaining unit employees to “stand-by” during their off duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.
 - 10.4.1 ~~_____~~ If the City has not worked out a “stand-by” agreement with the Union and requests an employee to “stand-by” the employee shall receive two (2) hours pay at the straight time rate for each eight (8) hours of “stand-by” time. For the purposes of this section 10.4.1, “stand-by” shall be defined as a requirement that an employee remain available and fit for callout during non-working time at a designated telephone number and location where such employee can readily be reached during the period of stand-by and can report for work within a period of one-half (1/2) hour, absent unusual circumstances.
2. ~~_____~~ Upon signing of this Agreement, the Bureau of Environmental Services and the IBEW Local 48 agree to the following alternate “stand-by” agreement:

If the Bureau requires Local 48 bargaining unit employees to “stand-by” during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on “stand-by” will be paid in accordance with Article 10.2 of the DCTU Agreement.

~~“Stand-by” shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.~~

~~The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.~~

- ~~3. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.~~
- ~~4. Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.~~

LETTER OF UNDERSTANDING**District Council of Trade Unions (DCTU), and the City of Portland**

1. The Letter of Understanding dated August 7, 1972 dealing with 8 hour and 15 minute shifts in the Treatment Branch of the Bureau of Environmental Services is eliminated and is replaced by the following provisions.
2. Six new work units for bidding purposes are created in Operations:
 1. Liquids
 2. Solids
 3. Special Operations (SOG)
 4. Tryon Creek
 5. "B" Shift
 6. "C" Shift
3. There will be an "open" bid no more than once per year in Operations where employees may select assignment to any of the six work units on the basis of their classification seniority (i.e. not limited by the "Rule of Two" provisions in Article 12.2). When transitioning from one shift to another following a bid, employees may not always be scheduled for five (5) consecutive days or two (2) consecutive days off in order to begin their new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA). The bureau will coordinate the annual open bid with the annual vacation selection bidding.
4. Bids for assignment vacancies throughout the year from one work unit to another are subject to Article 12.2 allowing the City to pick from the two senior qualified employees 25% of the time. The exception to this is for bids to or from "B" or "C" shift. Bids to or from "B" or "C" shift will be by most senior qualified employee at all times.
5. Employees will be allowed adequate time to cleanup on city time. "Adequate time" is related to the need to clean contamination off the employee's person and is determined by the activities performed by the employees during their shift. "Adequate time" shall not normally exceed 15 minutes, and in the case of employees who are not showering, is

limited to the time necessary to wash their hands and change out of their uniforms. Specific guideline regarding “adequate time” will be determined through discussions between managers and their work team members.

6. Overtime will be offered in two categories.
 - a. Employees who work “Short Notice” overtime (notice of less than 88 hours) will have the option of pay at the applicable overtime rate or taking compensatory time computed at the applicable overtime rate for the overtime hours worked as provided for under Article 9.2.3 and 9.2.4 if applicable.
 - b. Employees who work “Advance Notice” overtime (notice of 88 hours or more) will be paid, at the City's discretion, at the applicable overtime rate or with compensatory time computed at the applicable overtime rate for the overtime hours worked, or as provided for under Article 9.2.4.
 - c. Overtime worked while on “Stand-by” is required overtime and is paid at the employee's option as described in 8a.
7. Management and plant employees, with union participation, will continue to collaborate on alternatives to address assignment of work issues.
8. Classification specific changes:
 - a. **Waste Water Operators II and Operations Specialists.** Employees in these classifications are subject to the following work changes:
 - Scheduled for 8 hours and 15 minutes each day.
 - Employees will dress on their own time.
 - Lunches will continue “status quo” as follows:
 - Personnel must obtain permission from their supervisor or lead worker before leaving their work station or the work site for lunch.
 - In certain areas of the plant (e.g. the Screen House), employee lunches may on rare occasions be interrupted (e.g. responding to septage hauler). Those employees must coordinate with their supervisor or lead worker to make up the remainder of their lunch period.
 - The lunch period is 30 minutes.
 - Employees who leave the plant premises for lunch must

change out of their uniforms before leaving the plant and change back into their uniform upon their return, all within the 30 minute lunch period.

b. **Waste Water Mechanics, Painters, Machinists, AEO III's, E & I Work Group, Stores Personnel.** Employees in these classifications and work groups are subject to the following work changes:

- Scheduled for 8 hours and 30 minutes each day.
- 30 minute unpaid lunch on employee time.
- Employees who are required to wear uniforms will be allowed up to 5 minutes per day at the beginning of the shift to change into their uniform on City time.

9. The City agrees that it will provide eight (8) hours of training per year to employees in the E & I work group to address the mandatory training required to maintain an electrical license.

LETTER OF AGREEMENT

This Pilot only applies to the Portland Water Bureau and the Bureau of Environmental Services. A premium of 3% shall be applied to the base wage of all hours worked for a limited number of eligible employees in the classifications below who maintain their Commercial Drivers' License (CDL) and perform the duties of a commercial driver for the City as needed. The Bureau shall have sole discretion to establish the total number of employees in these classifications who are eligible for the Premium. The Premium applies to the following DCTU-represented classifications only:

- ~~Operations Engineer~~
- ~~Water Operations Mechanic~~
- ~~General Mechanic~~
- ~~Electrician~~
- ~~Instrument Technician~~
- ~~Electrician/Instrument Technician~~
- ~~Instrument Technician Apprentice~~

Employees must maintain a Commercial Driver License (CDL), with all the required endorsements, as determined by the Bureau, to be considered for the Premium. Employees must also actively participate in the City's CDL drug testing program to utilize their CDL for city work assignments.

This Pilot is effective January 1, 2022 and shall sunset at the expiration of the collective bargaining agreement.

This Pilot process is not subject to the grievance procedure

LETTERS OF AGREEMENT—FACILITIES

September 13, 1984/Revised November 3, 2010

LETTER OF UNDERSTANDING

Operating Engineers, Local 701 and the City of Portland

LETTER OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance, Facilities Services Division (Bureau) and Operating Engineers, Local 701 (Union) on behalf of the employees in the Facilities Maintenance Technician classification (Employees).

AGREEMENT

This Letter of Understanding clarifies the stand-by terms and conditions for Employees in the Bureau.

The Parties agree to the following:

1. All Employees are expected to serve on a stand-by duty rotation. Only Employees who live more than one (1) hour from downtown Portland or who have other mitigating circumstances that will not allow them to perform stand-by duties, as determined by management, shall be excluded from stand-by duty rotation.
2. All Employees shall carry and keep in good operating condition required electronic communication devices when assigned to stand-by duty.
3. All Employees are expected to report to work within one (1) hour of call out being originated while on stand-by duty.
4. Management may cancel stand-by duty for the entire work unit by notifying the Union in writing at least fourteen (14) calendar days in advance.
5. All Employees shall receive eighteen (18) hours additional pay at the straight time rate for each calendar week they are assigned to stand-by duty.
6. Effective January 1, 2015 employees who are assigned

~~standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.~~

- ~~7. This agreement is in full effect for the life of the existing DCTU contract and will remain in full effect unless opened by either party at the end of the current contract.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance and Operating Engineers Local 701 (Union).

BACKGROUND

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off.

The parties wish to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the third day off might not be consecutive with the other two.

AGREEMENT

The parties agree to the following:

1. The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.2 in which the third day off every other week is not consecutive with the other two days off.
2. Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.
3. Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.
4. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.

5. ~~When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3 above, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.~~

~~The agreement does not set any precedent for any other group of employees with in the DCTU bargaining unit working for the City of Portland.~~

~~This Letter of Agreement is effective with its signing by both parties.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance Bureau of Internal Business Services Facilities Services (Bureau) and Operating Engineers Local 701 (Unions) for employees who work in the Facilities Maintenance Technician classification series.

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.
2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.
3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.
4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:
 - a. Assess the employee's qualifications.
 - b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.
 - c. Provide the employee with information on the recruitment process.
 - d. Inform the employee of appropriate vacancies.

- e. ~~Allow the employee to participate in limited recruitments.~~
- f. ~~Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.~~
- g. ~~Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.~~
- 5. ~~BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.~~
- 6. ~~If the employee obtains a permanent position with the assistance described above, their name will be removed from the recall list for recall to their former classification.~~
- 7. ~~BHR assistance does not guarantee that the employee will be placed in a vacant City position.~~

LETTER OF AGREEMENT

Operating Engineers, Local 701 and the City of Portland

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance, Division of Asset Management and the Operating Engineers, Local 701 (Union) on behalf of the employees in the Facilities Maintenance Technician classification (FMT).

Agreement

This Letter of Agreement establishes a change in seniority for Facilities Maintenance Technicians within the Office of Management and Finance, Division of Asset Management.

The parties agree to the following:

- 1. Under the current practice, a newly hired probationary FMT would hold seniority over a newly graduated Apprentice even though they are considered more qualified.**
- 2. Beginning 1/1/2021 Apprentices that complete the entire 4-year program will hold seniority over any newly hired probationary FMTs at the time the Apprentice becomes an FMT.**
- 3. This Letter of Agreement shall not apply to Apprentices hired above entry level due to prior experience or who do not complete the entire Apprenticeship.**
- 4. This agreement is in full effect for the life of the existing DCTU contract and will remain in full effect unless opened by either party during bargaining for a successor agreement.**

~~LETTER OF AGREEMENT~~

~~Operating Engineers, Local 701 and the City of Portland~~

~~The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance, Division of Asset Management, and the Operating Engineers, Local 701 (Union) on behalf of the employees in the Facilities Maintenance Technician classification (FMT).~~

~~Agreement~~

~~This Letter of Agreement serves to outline compensation practices for the On-Call Mechanic (OCM) for instances other than standard return to work call outs.~~

~~The parties agree to the following:~~

~~Work performed from home by the On-Call Mechanic (OCM) via the use of electronic means is considered a return to work and will be compensated with thirty (30) minutes at the employee's overtime rate.~~

~~The OCM may at times need to call another off duty FMT. With Supervisor approval, the FMT who receives the call from the OCM shall receive pay in accordance with Article 10.2.4. This in no way is a requirement of off duty FMTs to be available for such calls.~~

~~This agreement is in full effect for the life of the existing DCTU contract and will remain in full effect unless opened by either party during bargaining for a successor agreement.~~

April 30, 2014

Letter of Agreement

(Crime Prevention Program Administrator Alternative and Flexible Schedules)

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Office of Neighborhood Involvement (Bureau), and AFSCME, Local 189 (Union).

Background

1. ~~The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2016. The Union is an affiliated union of the DCTU.~~
2. ~~Article 7.1.1 of the CBA provides for, by mutual agreement, weekly work schedules consisting of four (4) ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedule.~~
3. ~~The operational needs of the Bureau's Crime Prevention Program require Crime Prevention Program Administrators to work schedules other than 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.~~

Agreement

1. ~~The parties agree to authorize a 4/10 alternative schedules and flexible schedules.~~
2. ~~The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.~~
3. ~~The 4/10 schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.~~

4. ~~Either party may terminate the 4/10 schedule Agreement at any time and for any reasons upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.~~
5. ~~When establishing or terminating a 4/10 work schedules, the City will pay overtime only when required under the FLSA and not as provided in the CBA.~~
6. ~~Notwithstanding the provisions of Articles 7.1, 8.1, 8.2, and 9.2.3, the parties agree that the Bureau shall institute an optional flexible schedule for Crime Prevention Program Administrators. Employees may choose to work, with the agreement of their supervisor, a flexible schedule. In order to meet the needs of the City or the employee, employees working a flexible schedule may occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other provisions of the CBA, will not result in overtime pay.~~
7. ~~The FLSA work weeks begin on Thursday for employees who work the 4/10 schedule. The FLSA work week begins on Monday for employees who work the flexible schedule.~~
8. ~~The parties agree to waive the provisions of Article 9.2.3. In lieu of Article 9.2.3, employees shall be allowed to cash out any accrued compensatory only upon separation from City service.~~
9. ~~This Agreement will be effective upon approval by ordinance by the Portland City Council.~~

LETTERS OF AGREEMENT – PARKS AND RECREATION

April 19, 2008

LETTER OF AGREEMENT

The parties to this Agreement are Portland Parks & Recreation (PP&R) and District Council of Trade Unions (DCTU) members AFSCME Local 189, IBEW Local 48 and Painters District Council 5.

BACKGROUND

Article 12.2.3 of the Labor Agreement between the City of Portland and the District Council of Trade Unions states:

A bureau and the appropriate union mutually agree to implement an alternative method of filling vacancies identified in 12.2.1 and 12.2.2. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Human Resources Director prior to implementation.

As a result of discussions during the PP&R Labor Management Committee meetings, the parties agree to the following:

AGREEMENT

1. The parties agree that for the purpose of filling vacancies in classifications represented by the Union under Articles 12.2.1 and 12.2.2, PP&R will be a single work unit. The work “division” as used in these two Articles will be defined as “bureau.”
- 2.
3. If PP&R determines the need to reorganize work and assignments, it will provide written notice to the DCTU a minimum of thirty (30) days in advance of implementation in order to discuss the application of Article 12.

LETTERS OF AGREEMENT—POLICE

June 20, 1980/Revised March 27, 2014 _____

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

Notwithstanding the provisions of Article 8, as negotiated for July 1, 1980, represented positions in the Bureau of Police which are filled on a 24-hour, 7-days a week basis, will have a total shift length of 8 hours and 15 minutes. These shifts will provide for a half hour, (1/2) lunch period. It is further provided that employees from the oncoming shift may relieve employees of the off-going shift.

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

Notwithstanding the provisions of Articles 7.1 and 7.4, 8.1 and 8.2, 9.2, 10.2 (call back arrangements), 10.3, 12.2, 12.2.1 and 12.2.2, the parties agree that Crime Prevention Representatives in the Bureau of Police shall continue the practices of flexible work scheduling, comp time accrual and usage, and the filling of vacancies in effect since July 1, 1977. Any changes in these practices shall be negotiated between the Union and the Employer. The needs of the operation may require that hours other than the normal shift of 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. be worked, and that lunch arrangements other than those contained in 9.4 and 8.7 be made. Both parties agree that normally work assignments will be scheduled to provide a regular lunch period.

The applicable overtime rate shall be compensated after eight (8) hours worked in any day or after forty (40) hours worked in any week. If necessary due to grant restrictions, overtime will be accrued and paid as comp time rather than cash payment.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

In regard to the Records Division, the following procedure will be followed in seniority bidding for shift and days off:

1. At least once a year the Records Division Manager will determine the number of positions by classification available on each shift, including days off.
2. A sign up will then be initiated, whereby, in seniority order, based on Bureau-wide seniority within classification, personnel will be contacted and allowed to sign up for shift and days off. Once a person has signed up, there will be no changing allowed. Sufficient advanced notice of the sign up will be given to employees to allow them to determine their preferences.
3. At other times during the year when there is a vacancy due to a resignation, retirement, etc. or when Records Division Command determines that an additional shift/day off can be accommodated, each vacancy will be posted per union contract and the bid for such vacancy will be awarded based on Bureau-wide seniority within the classification. Vacancies will be posted first within the Division of occurrence and then Bureauwide.

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

The parties to this Memo of Understanding are the City of Portland (City) and AFSCME, Local 189 (Union). Notwithstanding any other provision of the Labor Agreement between the City and the Union, the parties agree to establish 4-10 work shifts in the Police Bureau, Records Division, in accordance with Article 7.1.1 of the DCTU Labor Agreement. These positions will consist of four ten hour (4-10) days with three consecutive days off. The shift vacancies will be posted in accordance with Article 12.1 of the Labor Agreement.

In order to implement the 4-10 plan on a permanent basis, the following conditions are mutually agreed upon:

1. Prior to the sign up, the Division will designate the number and distribution of the 4-10 positions.
2. Each 4-10 position will have a pre-designated 5-8 position.
3. Upon mutual agreement between the employee and management, a person in a 4-10 position can revert to the inclusive 5-8 position. This does not limit an employee's rights from exercising their seniority pursuant to Article 12.
4. Between sign ups, vacant 4-10 positions may be filled through the formal bidding process.
5. Consistent with Article 8.1, the parties agree to a mutual change in the day shift for 4-10 personnel to a starting time of 0545 hours. The shift premium provisions shall only apply for starting times prior to 0545.
6. If personnel shortages exceed 20% of a relief's or the Division's authorized staffing level, management may revert the 4-10 personnel to their inclusive 5-8 positions. If staffing increases above that minimum

and the 4-10 is reinstated, those reverted employees will regain their original 4-10 positions without the formal bidding process.

No waiver of right established by the terms of the DCTU Collective Bargaining Agreement may be construed from this Memo of Understanding, which is entered into pursuant of Article 36 of said contract. This Memo of Understanding supersedes any prior agreement on 4-10 scheduling which the parties may have agreed to for the Police Bureau, Records Division.

**LETTER OF UNDERSTANDING
AFSCME, Local 189, and the City of Portland**

Police Records Division Bidding Provisions

This Memorandum of Agreement between the City of Portland and AFSCME, Local 189 regards the calculation of "work unit seniority" of employees in the Police Records Division. This Agreement applies only to employees in the Police Records Division. The City of Portland and Local 189 agree that this Agreement does not create or set a precedent.

- 1. The current District Council of Trade Unions Labor Agreement defines the process by which employee's earn seniority for the purpose of selecting job opportunities, work shifts and vacation periods. The definition of "work unit seniority" for job selection as well as shifts and vacations is as follows:

12. Seniority: In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions:

12.1.5 In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.

- 2. The parties agree that the intent of this language is that an employee who goes from one job classification to another job classification (whether or not it is in the same bureau or another) loses all "work unit seniority" for purposes of bidding on job opportunities, shifts and vacation periods in the previous classification.

Likewise, if an employee transfers from one work unit to another (whether or not it is in the same bureau or another) and remains in the same classification, the employee loses all "work unit seniority" for purposes of bidding on job opportunities, shifts and vacation periods in the work unit.

3. The parties further agree that for the last ten years, employees in the Police Records Division have not lost their "work unit seniority" when they have promoted to other classifications or when they have left the Police Records Division.

In circumstances where an employee has stayed within the Police Records Division, but has promoted to a higher classification, their "work unit seniority" in the lower classification has continued to accrue.

In circumstances where an employee has left the Police Records Division, it has been the practice of the Police Records Division to "bridge" their "work unit seniority" giving employees "credit" for previous time served in the classification.

4. In the interests of continuity, the parties agree to continue the practices described in Section 3 above.
5. Local 189 agrees that it will not file or process grievances alleging violations of Article 12 where the alleged violations are in compliance with Section 3 above.

Letter of Agreement
TIME EXCHANGE GUIDELINES
Police Identification Division
GENERAL

1. The practice of time exchanges (TX's) between permanently appointed Identification Technicians, Police Administrative Support Specialists (PASS) is allowed. Individual requests are subject to approval by the affected shift(s) Tech II or Sergeant.
2. TX's are limited to the same job classification (i.e., Technician, PASS). Lead Technicians are considered within the "Technician" classification.
3. Three-way time exchanges are not approved.
4. No member shall offer, or accept an offer, in which one member agrees to work for cash or other consideration.
5. Members requesting a TX are responsible for facilitating all aspects of the exchange. No other members shall be asked to facilitate the TX.
6. No member shall pressure another member to participate in a time exchange. Each member reserves the right to TX with the person of their choice. Seniority and shift assignment are not factors.
7. Overtime compensation shall not be paid for hours worked over the member's standard number of assigned hours in a given day, or 40 hours in a given week.
8. "5/9"/"5/8" Schedules. The 5/9 member shall take one (1) hour of VA/C/OTC when TXing with a 5/8 member, unless the requested TX is on the 5/9 members short day. Exchanges are "8 hours for 8 hours" or "9 hours for 9 hours".
9. Participants take the risk that a "Payback" does not occur due to Extended SK Leave/Retirement/LOS/etc.
10. Holidays. Only the person "officially" assigned to work the Holiday receives Holiday Compensation. Members will work "Holiday for Holiday". Holiday paybacks are

not subject to the "30-day" rule but will occur within a timely manner.

11. ~~No member shall be pressured to work a TX to avoid paying overtime monies.~~
12. ~~TX members shall work at the location assigned to the regularly scheduled member. Consideration will be given to allow only those members trained at JDH to be assigned there. "Bumping" for assignment location is not allowed.~~
13. ~~In the event a member is ordered to work over, and the on-duty TX is lowest in seniority, that member shall be ordered.~~
14. ~~Time Exchanges will be tracked on a designated calendar, used exclusively for that purpose.~~
15. ~~The option to Time Exchange will be at the discretion of the Division Captain, and may be terminated at any time.~~

FORM PROCESSING, APPROVAL

16. ~~A fully completed "TX Request Form" shall be submitted to the affected shift(s) Tech II(s) no less than four calendar days prior to the date of the requested time exchange.~~
17. ~~Paybacks shall occur within thirty (30) days excluding Holiday time exchanges (Refer to #10).~~

MEMBER OBLIGATIONS

18. ~~Members agreeing to work the shift of other members assume responsibility for reporting for duty for that member. In the event a member fails to show, the member regularly assigned to work the shift will be charged VA/C/CH, unless there is documentation supporting an emergency situation.~~
19. ~~Members shall have the appropriate number of sick hours on the books to cover a requested TX in the event they become ill, and are unable to fulfill their duties.~~
20. ~~A member may be authorized to use vacation leave in lieu of a time exchange in the case of an emergency only (Funeral Lv/Written Medical Excuse). All requests will be approved by the Tech II and Sergeant, with notification to the Captain.~~
21. ~~Members failing to report for duty on an approved time exchange will submit a memo to their assigned Tech II, explaining the circumstances of the "failed time exchange" (to include Sick leave). The Tech II will make any necessary~~

notations and forward the memo to the Captain, through channels, with a copy to the Time Exchange folder. A failed TX could result in suspension from TXing for an indeterminate amount of time at the direction of the Captain.

22. Individuals suspended from TX privileges shall be given written notice of the proposed suspension and the reasons therefore, and shall have up to ten (10) calendar days to respond. In the event the individual is unable to respond during this period because they are unable to obtain necessary documentation from this Agency, this period may be extended. This Agency shall cooperate in providing requested documentation.
23. If the individual has been authorized to TX prior to the date of the suspension notice, such pre-approved TX shall be honored.
24. If a TX is requested subsequent to the suspension notice, and if either the TX or payback will occur during the possible suspension period, the request may either be held in abeyance or denied, subject to approval after a decision is made on the suspension.
25. If a TX is requested subsequent to the suspension notice, and both the TX and payback will occur within the ten (10) day notice period specified above, the TX will be considered like any other request.
26. The City and the Union(s) involved agree that either party may terminate the Time Exchange agreement at any time for any reason upon thirty (30) days written notice to the other party.

PRIMARY TX PERSON _____ PAYBACK TX PERSON

Name (*Print*): _____ Name (*Print*): _____

Name (*Signature*): _____ Name (*Signature*): _____

Contractually Agrees to Work for:

Name (*Print*): _____ Name (*Print*): _____

Name (*Signature*): _____ Name (*Signature*): _____

On:

Date: _____ Date: _____

Day: _____ Day: _____

Shift Times: _____ Shift Times: _____

Assigned Shift Tech II: _____ Assigned Shift Tech II: _____

Received Date/Time: _____ Received Date/Time: _____

Comments/Denials: _____ Comments/Denials: _____

I have reviewed the Time Exchange Rules and Regulations and agree to comply with them as written.

PRIMARY TX PERSON _____ PAYBACK TX PERSON

Name (*Signature*) _____ Name (*Signature*) _____

c: _____ Shift Sgt. (s), Tech II(s), Primary Member, Payback Member, Timekeeper, TX Folder

**MEMORANDUM OF UNDERSTANDING
AFSCME Local 189 and the City of Portland**

Portland Police Bureau Non-Sworn Staff Meal — Rest Period Provision

The parties to this agreement are the Portland Police Bureau, the Bureau of Human Resources and AFSCME, Local 189.

The parties agree that notwithstanding the provisions expressed in Article 7.3 of the DCTU Labor Agreement, AFSCME Local 189 members within the Portland Police Bureau may combine their rest periods under the following conditions:

1. Employees working an 8-hour day typically have an 8.5 or 9 hour schedule depending on whether they have a 30 or 60 minute unpaid lunch period.
2. Employees may combine their morning 15 minute rest period with their afternoon 15 minute rest period in order to take a 30 or 60 minute lunch period, and have an 8 or 8.5 hour work schedule in lieu of an 8.5 or 9 hour work schedule. Employees may not leave work before the end of their workshift.
3. This agreement authorizes only the action outlined in Paragraph 2 above. The following are examples only and is not an exhaustive list of actions which are not authorized:
 - a. Combine breaks and skip lunch (thereby enabling the employee to leave 30 minutes earlier than would otherwise occur) (8 hour work schedule, paid 8 hours, work 7.5 hours)
 - b. Skip breaks and lunches altogether (thereby allowing the employee to leave 60 minutes earlier than would otherwise occur)
 - c. "Take" their breaks at the end of the day and go home 30 minutes early
 - d. Skip the morning or afternoon break and have one longer break in the other half of the shift
 - e. Other

- ~~4. To provide consistency among work schedules, this agreement is extended to all Divisions and work units within the Portland Police Bureau, which have AFSCME, Local 189 members working.~~
- ~~5. The Police Bureau shall review the waiver on an annual basis and inform the Director of BHR which Divisions/units are exercising the waiver and the operational rationale they are using to justify the waiver.~~
- ~~6. Any employee who does not wish to exercise the waiver may elect to have a schedule that complies with Article 7.3 of the DCTU Labor Agreement unless, in the opinion of the Chief or Chief's Designee, operational necessity dictates consistent work schedules in that unit. If that occurs, the Union, the Police Bureau and the Bureau of Human Resources shall meet to determine whether or not to terminate the waiver in that Division/Unit. If no agreement is reached, the Division/Unit will revert to work schedules consistent with Article 7.3.~~
- ~~7. The Police Bureau, the Bureau of Human Resources or Local 189 may terminate this alternate work schedule at any time for any reason, with written notice to the other parties of no less than two full pay periods.~~

LETTERS OF AGREEMENT—REVENUE

~~June 6, 2005~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Revenue (Bureau), and AFSCME Local 189 (Union).

BACKGROUND

During 2002 and 2003, the City engaged in a classification and compensation study of all of the classifications represented by the Union at the Bureau. The outcome of the study was the creation of the Revenue and Taxation Specialist classification series. Employees were allocated to the new classifications based on an evaluation of their duties. The effective date of these allocations was February 21, 2002. The City Council approved the study by ordinance passed September 10, 2003. The parties bargained over the wages of the new classifications as provided for in Article 27.5.2

Article 12 gives preference in the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a classification, within a bureau, department or division thereof to the employees with the greatest length of uninterrupted service time in a permanent position with the City within the given classification and unit. This is commonly referred to as work unit seniority.

Article 12 does not provide a method for breaking ties in work unit seniority when two or more employees have the same length of service within a classification and work unit.

Therefore to determine greatest work unit seniority, the parties agree as follows:

AGREEMENT

For the selection purposes described in Article 12, where two or more employees have the same classification anniversary date, ties shall be broken and greatest work unit seniority will be determined by:

~~Greatest length of continuous service with the Bureau of Revenue; if a tie remains, then,~~

~~Greatest length of continuous service with the City; if a tie remains, then,~~

~~The highest score on the eligible list from which the appointment was made; if a tie remains, then,~~

~~The date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then,~~

~~The Director of BHR will direct an electronic random assignment of seniority to be conducted.~~

~~This constitutes the entirety of the agreement between the parties and does not set a precedent for either party for the resolution of the same or similar issue in the future.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Revenue (Bureau) and AFSCME Local 189 (Union).

BACKGROUND

Article 7.1.1 of the Labor Agreement provides by mutual agreement for weekly work schedules consisting of four (4) consecutive ten (10) hour days, with three (3) consecutive days off.

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight hour workday with two (2) consecutive days off.

The parties want to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the three days off would not be consecutive.

AGREEMENT

The parties agree to the following:

1. The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.1 and 7.1.2 in which all of the days off are not consecutive.
2. Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.
3. Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.
4. Either party may terminate this Agreement any time for any reason upon thirty (30) days written notice to the other party.

~~The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.~~

- ~~5. When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.~~

~~The Agreement does not set any precedent for any other group of employees within the DCTU bargaining unit working for the City of Portland.~~

~~This Letter of Agreement is effective with its signing by both parties.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Revenue Bureau (Bureau) and AFSCME Local 189 (Union).

1. ~~The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.~~
2. ~~Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.~~
3. ~~If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.~~
4. ~~The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:~~
 - a. ~~Assess the employee's qualifications.~~
 - b. ~~Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.~~
 - c. ~~Provide the employee with information on the recruitment process.~~
 - d. ~~Inform the employee of appropriate vacancies.~~
 - e. ~~Allow the employee to participate in limited recruitments.~~

- ~~f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.~~
- ~~g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.~~
- ~~5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.~~
- ~~6. If the employee obtains a permanent position with the assistance described above, their name will be removed from the recall list for recall to their former classification.~~
- ~~7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.~~

~~LETTERS OF AGREEMENT—TECHNOLOGY SERVICES~~

~~December 14, 1988/August 16, 2022~~ _____ ~~Technology Services~~

**~~LETTER OF UNDERSTANDING
IBEW, Local 48 and the City of Portland~~**

~~It is agreed between the City of Portland and Local 48—International Brotherhood of Electrical Workers that when a Communications-Electronic Technician (30000234, 30000236, 30002610) or a Communication-Switch Technician (30000238) is assigned Stand-by-Duty and is requested to carry a paging device when assigned to Stand-by-Duty, the Communications-Electronic Technician or Communication-Switch Technician shall receive 24 hours additional straight time pay for each calendar week assigned to Stand-by-Duty. When Call-Outs occur, based on this letter of understanding, Call-Outs will be paid in accordance with current contract language.~~

~~Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight-time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.~~

~~Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.~~

~~Effective during the 2021-2024 DCTU CBA, the Communications Switch Technicians are being phased out of DCTU-IBEW but will continue to receive standby pay per this LOA until they have been reclassified. This amended Letter of Agreement is retro-effective to March 9, 2022.~~

~~This agreement is in full effect for the life of the existing contract and will remain in full effect unless opened by either party at the end of the current contract. _____~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Technology Services (Bureau) and IBEW Local 48 and AFSCME Local 189 (Unions).

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.
2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.
3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.
4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:
 - a. Assess the employee's qualifications.
 - b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.
 - c. Provide the employee with information on the recruitment process.
 - d. Inform the employee of appropriate vacancies.
 - e. Allow the employee to participate in limited recruitments.

- f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.
- g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.
- 5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.
- 6. If the employee obtains a permanent position with the assistance described above, their name will be removed from the recall list for recall to their former classification.
- 7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

Altered Bi-Weekly Work Schedule Agreement

Bureau of Technology Services AFSCME, Local 189; IBEW, Local 48.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.
2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
3. Either party may terminate a schedule created under at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.
4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

~~October 3, 1996~~ ~~Transportation~~

**LETTER OF UNDERSTANDING
AFSCME, Local 189, and the City of Portland**

The parties agree to the following:

1. ~~The following letters are eliminated and have no further effect:~~
 - ~~The November 1, 1992 letter on page 110 of the 1992-95 DCTU contract concerning postponed holidays.~~
 - ~~The November 1, 1992 letter on page 112 of the 1992-95 DCTU contract which documented and clarified certain practices within the Parking Patrol Division (e.g. the four/ten shift, "Leave No Pay").~~
 - ~~The July 19, 1994 letter which replaced the November 1, 1992 on page 112 of the 1992-95 DCTU contract.~~
2. ~~All "travel time" in connection with employee lunches and breaks is eliminated. The union agrees that no grievance will be filed regarding this change.~~
3. ~~The Parking Patrol Division will consider employee requests to postpone holidays based on staffing levels.~~

LETTER OF AGREEMENT

(Parking Enforcement Officers—Special Projects Premium)

This Letter of Agreement is executed between the City of Portland (hereinafter "City"), on behalf of the City of Portland Office of Transportation (hereinafter "Transportation"), and AFSCME, Local 189 (hereinafter "Union").

Recitals:

- The parties hereto are parties to a collective bargaining agreement between the District Council of Trade Unions and the City of Portland effective from July 1, 2006 to June 30, 2010.
- As part of the Enterprise Business System project, the City has cataloged all bureau time evaluation practices. In the course of this, the City has determined that Transportation pays a Five Percent (5%) premium for actual hours worked on "Special Projects".
- Historically, assigned "Special Projects" work has included mutual assignment to the following duties: development of the handheld citation writer, training and transition for implementation of the handheld citation writer, participation in the Parking Enforcement Budget Committee, creation and installation of barcodes on signage, compiling statistics from the Service Request program, and compiling statistics for spreadsheets.
- The parties wish to memorialize their agreement to the premium for "Special Projects."

Agreement:

Therefore, the parties agree as follows:

- The Parking Enforcement Manager shall be authorized to assign "Special Projects" work similar to that identified in Recital C above, i.e., projects that are outside of the job description of Parking Enforcement Officers but which in the

judgment of the manager are related to Parking Enforcement duties, can be done by Parking Enforcement Officers, and which would benefit by being done by Parking Enforcement Officers.

- Actual hours worked on duties assigned as Special Projects shall be paid at a premium of the employee's base hourly rate plus Five Percent (5%).
- This agreement shall remain in effect until adoption by the parties of a successor labor agreement to the current governing collective bargaining agreement.
- This Agreement shall become effective upon adoption by the City Council.

LETTER OF AGREEMENT

Stand-by in Maintenance for Signal Electricians

The parties to this Letter of Agreement are the Portland Bureau of Transportation (Bureau), the City of Portland (City) and IBEW, Local 48 (Union).

Recitals

1. The City and the Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 to June 30, 2013.
2. On November 24, 1969, the Bureau, City, and Union entered into an Agreement concerning the compensation for Signal Electricians on Stand-by.
3. Over time, the implementation of the Agreement included a practice that was not specifically addressed within the body of the Agreement.
4. This practice included the creation of a compensatory time bank called Electrical Compensatory Time, in which employees could accrue up to 40 hours. These hours were separate and independent of compensatory time as provided in the CBA in Article 9.

The purpose of this Agreement is to memorialize the practice as it has been occurring.

Agreement

1. For the purpose of this Agreement, stand-by shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communications device(s) and/or at a phone number left with the bureau.
2. The City will create a compensatory quota bank for the affected employees, which shall be called Electrical

Compensatory Time (ECT). This accrual will apply only to those hours accrued on Sundays.

3. The ECT quota bank shall have a maximum of 40 accrued hours at any one time. If an employee surpasses that accrual, any hours in excess of 40 shall be paid out in cash.
4. Electrical Compensatory Time off must be arranged by mutual agreement between the employee and her/his supervisor and will not be unreasonably denied.
5. When employees work Monday through Friday 8:00 a.m. to 4:30 p.m., they will receive a ½ hour for lunch and paid on the regular pay schedule.
6. When employees are on stand-by on Sundays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as Electrical Compensatory Time and allocated to that quota bank.
7. When an employee is on stand-by between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including Saturdays from 8:00 a.m. to 4:30 p.m., the employee will be paid 20 hours at the straight time rate.
8. When employees are on stand-by on designated holidays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as deferred holiday and allocated to that quota bank.
9. While on stand-by, an employee who responds to emergency calls between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including designated holidays, will be paid two times their base rate of pay for the first hour of each call. For each call exceeding one (1) hour in duration, time and one-half the base rate will be paid for hours worked beyond the first hour.
10. This Agreement supersedes and nullifies the November 24, 1969 Agreement. This Agreement will be effective upon ratification by City Council.

LETTER OF AGREEMENT

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2010 – June 30, 2013 labor agreement between the City and the District Council of Trade Unions.
2. The Starlight Parade and Grand Floral Parade are held on two successive Saturdays in June each year.
3. The City closes many streets to parking on the day of each parade thereby reducing the need for the number of Parking Enforcement Officers regularly scheduled on Saturdays.
4. In order to meet this reduced staffing need, Parking Enforcement Officers may elect to take the day off.

Agreement

1. Parking Code Enforcement Officers scheduled start to work between 0800 and 1200 hours on the Saturday during the week of the Starlight and/or Rose Festival parades who elect to take the day off will be permitted to elect one of the following:
 - A. With the approval of their supervisor, may change their schedules in the FLSA work week affected by parade events.
 - B. Use accrued Vacation Leave, Compensatory Time or a deferred or postponed holiday.
 - C. Elect to take the day off without pay.
2. If the Officer elects 1 (A), contractual overtime, other than required by the FLSA, shall be waived.
3. If the Officer elects 1 (C), the Officer will not realize a reduction of benefits or accruals.

4. ~~If second shift officers elect 1(A), and the operational needs require an earlier shift start time, they will receive second shift premium pay.~~
5. ~~Employees can change shift assignment by seniority as long as the Officer is currently performing that duty or is on the designated relief list for the position opening. Example: Scooter opening—employee requesting shift would need to currently be a Scooter Officer or on the Scooter Relief list.~~
6. ~~The Division will determine minimum and maximum staffing requirements for each parade day.~~
7. ~~This Agreement shall be in affect until such time that either party provides written notice to the other party of their wish to terminate this Agreement. Such termination will take effect 30 days after receipt of the written notice.~~

~~This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.~~

~~This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.~~

MEMORANDUM of UNDERSTANDING

The parties to this Memorandum are the City of Portland (City), on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division), and AFSCME Local 189 (Union).

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a Labor Agreement for the period of July 1, 2010 through June 30, 2013.
2. The Union is a member of the DCTU and a signatory to the labor agreement.
3. The Labor Agreement contains a Letter of Understanding entered into on October 3, 1996 addressing certain working conditions in the Division then called the Parking Patrol Division.
4. Item 5 states: "The Parking Patrol Division will consider the employee requests to postpone holidays based on staffing levels."

The parties understand Item 5 to mean the following:

1. It applies to Parking Code Enforcement Officers whose regularly scheduled day off falls on the day one of the holidays listed in Article 15.1. is observed and, would observe the holiday on either the last scheduled work day before or the first scheduled work day after the holiday as provided in Article 15.1.3.
2. Based on staffing needs, these Officers may volunteer to work on what would otherwise be their observed holiday under Article 15.1.3.
3. Division management will set the number of these Officers needed to work.
4. Officers who volunteer to work on what would be their observed holiday will be paid at their regular rate of pay.
5. The paid holiday hours to which the employee is entitled will be postponed.
6. Postponed holidays will be used in accordance with Article 15.2.
7. Postponed holidays will be accrued in a different account than deferred holidays.

Letter of Agreement

The parties to this Agreement are the City of Portland (City), on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division), and AFSCME Local 189 (Union).

Background

1. ~~Article 15.1 of the labor agreement between the City and the District Council of Trade Union to which the Union is a signatory recognizes the day after Thanksgiving as a paid holiday.~~
2. ~~The Division enforces parking meters on the day after Thanksgiving.~~
3. ~~The Division permits as many Parking Code Enforcement Officers to observe the holiday as business operations permit.~~

Agreement

1. ~~Division employees represented by the Union who work on the day after Thanksgiving will be paid in accordance with Article 15.2.~~
2. ~~The Division may change an employee's scheduled working hours, i.e., shift, on the day after Thanksgiving to meet staffing needs. Any such change may be made without regard to the schedule change notification and/or duration requirements in Article 7.1 and the emergency shift change premium in Article 7.4.~~
3. ~~An employee regularly scheduled to start work between 0930 and 1200 hours on the day of an observed holiday who voluntarily changes her/his regular starting time shall not receive shift premium.~~
4. ~~For an employee who is regularly scheduled to work on the day a holiday is observed and whose work schedule requires a schedule change, the employee can volunteer to change her/his work starting time by seniority if qualified for the assignment. Example: Scooter opening—employee requesting~~

~~shift would need to currently be a Scooter Officer or on the Scooter Relief list.~~

5. ~~If required to change shift assignment, employee on second shift will receive second shift premium regardless of shift starting time. Such required shift assignments will be assigned by least senior qualified employee.~~

~~This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.~~

~~This Agreement will become effective with its approval by City Council. It will remain in effect until either party provides the other written notification of its desire to end the Agreement 30 days prior to its effect.~~

Letter of Agreement

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2010 – June 30, 2013 labor agreement between the City and the District Council of Trade Unions.
2. Article 7.4 of the labor agreement requires the City to pay an employee at the overtime rate if it changes the employee's shift without the notice required in Article 7.1.
3. On occasion, such as the unscheduled absence of a Parking Code Enforcement Officer or an unplanned special enforcement request, the Division may ask a Parking Code Enforcement Officer employee on any shift to report earlier for Division operational needs.

Agreement

1. If there is an operational need as described in No. 3 above, Division management may request a Parking Code Enforcement Officer to start their work day earlier than scheduled. If the Parking Code Enforcement Officer agrees to the request, it will be done without regard to the schedule change notification requirements of Article 7.1 or the emergency work scheduling provisions of Article 7.4.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

Letter of Agreement

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2017 – June 30, 2020 labor agreement between the City and the District Council of Trade Unions.
2. Article 8 of this Agreement provides each employee with a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods are to be scheduled at the middle of each one-half (1/2) shift whenever feasible.
3. Employees of the Parking Enforcement Division have multiple shifts and shift starting times in order to address business needs.
4. On occasion, Parking Code Enforcement Officers with different shifts and/or shift starting times attend the same staff meeting, committee meeting, training, or Field Enforcement Work. The different shift starting times makes it difficult to both conduct the meeting and comply with Article 7.3.

Agreement

1. If there is an operational need as described in No. 4 above, a Parking Code Enforcement Officer, with supervisor approval, may combine one (1) rest break per shift with their lunch period, and take the lunch period outside of the timeframe established for their shift.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Portland Bureau of Transportation (Bureau) and AFSCME Local 189 (Union) in the Parking Code Enforcement Officer classification.

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.
2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.
3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.
 - a. Assess the employee's qualifications.
 - b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.
4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:
 - a. Assess the employee's qualifications.
 - b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.

- ~~c. Provide the employee with information on the recruitment process.~~
- ~~d. Inform the employee of appropriate vacancies.~~
- ~~e. Allow the employee to participate in limited recruitments.~~
- ~~f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.~~
- ~~g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.~~
- ~~5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.~~
- ~~6. If the employee obtains a permanent position with the assistance described above, their name will be removed from the recall list for recall to their former classification.~~
- ~~7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.~~

July 1, 1980 ————— Water

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

SUBJECT: — Filling of Job Vacancies Within a Classification Within the
Water Bureau Business Operations Section

In the filling of vacancies through the bid process, it is not the intent of management or the Union that a major movement of manpower result. Lateral filling of a position can be made by the Bureau at its discretion for training purposes to fill temporary vacancies such as those due to sick leave or vacation.

It is not the intent of lateral training to take the place of posting and filling of permanent positions by qualified Water Bureau Revenue personnel. It is agreed that where the Bureau has a job rotation program, lateral filling of a position can be made by the Bureau at its discretion. In such situations, each person within a class is expected, at any time, to perform another employee's function.

February 18, 1986

Water

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

The parties agree that a Utility Worker may be assigned to operate the concrete saw.

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

The resolution of the issue of when an employee receives an upgrade to Industrial Painter is dependent upon the skill required for the work being done. If the knowledge and skill of the full semi-journeyman level is required, such as when running a spray gun or sandblaster, or painting a tank, then an upgrade will be paid. When painting rough lumber or cleaning up sand or paint, in general, the upgrade will not be paid.

The operations of the Bureau are far too complex to be able to specifically delineate every instance when an upgrade will be paid and when it will not be paid. The parties agree that the following is a list which ought to cover the bulk of the upgrade situations, although not necessarily all.

All finished painting work will be done by persons being paid at the Industrial Painter classification. In addition, painting on eaves on buildings, painting the interior and exterior of buildings, and when doing other work that substantially requires the same level of skill as Industrial Painter will be paid at the Industrial Painter rate.

It is also appropriate to find work which fits into the normal job descriptions of Utility Worker II's and of Utility Worker I's, for which an upgrade to Industrial Painter will not be paid. This would include applying paint with brushes, rollers, or spray cans on fencing, picnic tables, barricades, hydrants, bonny flanges, and the like. We also anticipate that Utility Worker II's would be used for hand cleaning and scraping at no upgrade, unless the work is being done at a level of skill which would normally require Industrial Painter. Cleaning up after painters, or when assisting the Industrial Painter, and handling materials would also not warrant an upgrade.

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

In order to budget for and carry out Bureau workload most efficiently, management must be able to assign Bureau personnel to both engineering and inspection duties as well as office responsibilities. In order to accomplish this objective the following shall apply:

- 1.— Personnel in the Engineering series (Civil Engineering Associate I— Senior Engineer), Surveyor series (Surveyor, Survey Aide I/II) and the Inspection series (Public Works Inspector I— Public Works Inspector II) may be qualified to perform inspection duties pursuant to Article 4 in both the DCTU and COPPEA contracts.
- 2.— These Personnel will not be assigned inspection responsibilities until they have been trained by the Bureau on City and State specifications and other requirements.
- 3.— The Bureau will continue to budget Public Works Inspectors to perform inspection duties where an ongoing level of activity and sustained level of funding can be expected.
- 4.— The Bureau will continue to budget Engineers and part time personnel to perform inspection duties during periods of peak work activity that are not expected to be ongoing or funded on a sustained basis.
- 5.— The Bureau will continue to offer training opportunities, including temporary assignments in inspection, to all Personnel as budget and individual workloads permit.
- 6.— Surveyor, Survey Aide I/II, and Public Works Inspector I/II may be assigned engineering office work as part of their regular job duties. The parties agree to amend the JRJD's for these classes to include assignment to office responsibilities as necessary for training and development purposes.

The parties agree to the foregoing in settlement of any and all disputes over the assignment of Personnel to either field or office engineering responsibilities.

**LETTER OF UNDERSTANDING
AFSCME Local 189 and the City of Portland**

The parties to this agreement are the City of Portland on behalf of the Bureau of Water Works (the Bureau), and AFSCME Local 189 (the Union). This agreement is entered into under the provisions of Article 12.2.3 of the Labor Agreement between the City of Portland and the District Council of Trade Unions.

Within the Bureau of Water Works seniority for the purpose of bidding for vacant positions in the Customer Accounts Specialist I (CAS I) classification will be determined as follows:

1. Length of continuous service from the date of permanent appointment to the CAS I classification.
2. If there is a tie in seniority as determined above, the tie shall be broken and greatest seniority shall be determined by:
 - a. Greatest length of continuous service with the City as a permanent and/or temporary employee; if a tie remains, then,
 - b. By random draw.

The provisions of the above apply exclusively for the purpose and classification stated above. If either party wishes to withdraw from this agreement, they may do so by providing 90 days written notice to the other party.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Water Works (Bureau) and AFSCME Local 189 (Union) on behalf of the employees in the Water Security Specialist classification (Employees).

AGREEMENT

This Letter of Agreement authorizes the following alternative work schedules for Water Security Specialists.

1. The alternative schedule described as a bi-weekly rotation including three (3) twelve (12) hour work days, one (1) eight (8) hour work day, three (3) days off, three (3) twelve (12) hour work days, and four (4) days off.
2. For FLSA purposes, the workweek for an employee with the work schedule described in section number one (1) shall begin at the midpoint of the eight (8) hour day.
3. For those employees with the work schedule described in No. 1 above, the provisions of Articles 7.1 and 8.2 in the current Labor Agreement are waived.
4. The alternative schedule described as a workweek consisting of four (4) consecutive ten (10) hour days and three (3) consecutive days off.
5. Either party may terminate this Letter of Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employees will revert to a shift schedule established by the Bureau under Article 7.1.
6. When transitioning to new shifts and schedules following the implementation of this Letter of Agreement or by the termination of the schedule as provided for in No. 5, the City may not be able to schedule all employees for 40 hours in a workweek or two (2) consecutive days off in order to begin the new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor

~~Standards Act (FLSA).~~

~~This Letter of Agreement does not affect any other group of employees within the DCTU bargaining unit.~~

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement are the City of Portland (City) on behalf of the Bureau of Water Works (Bureau) and AFSCME Local 189 (Union).

BACKGROUND

Bureau of Water Works employees assigned to the Sandy River crew and specified Water Security Specialists are trained in wild land fire fighting, and are required to fight such fires if they break out on Bureau property. The Bureau of Water Works requires these employees to wear footwear meeting National Fire Protection Association specifications while fighting fires. Because of this, the Bureau employees assigned to this function will be provided appropriate footwear for the sole purpose of fighting wild land fires.

AGREEMENT

This footwear will be provided under the following conditions:

- Footwear must meet the current specifications established by the National Fire Protection Association.
- Footwear will be cared for and maintained by the individual employee and stored by each with their fire gear. Such footwear is to be worn when fighting wild land fires on the Bureau of Water Works property or at the discretion of Bureau Management, and is not for personal use.
- Footwear will be replaced for employees only after their footwear have been inspected for wear and replacement authorized by their Supervisor.
- The purchase process and records maintenance will follow established Water Bureau guidelines.

This Memorandum of Agreement will remain in effect unless either party elects to terminate it by giving thirty (30) days written notice to the other party.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Portland Water Bureau (Bureau) and AFSCME Local 189 (Union).

RECITALS

- 1. The City and the union, as a member of the District Council of Trade Unions (DCTU), are parties to a Labor Agreement, the term of which is July 1, 2017 to June 2020.
- 2. Water Bureau Meter Readers are required to work in a variety of conditions and terrain, including open manhole gates. Therefore, they are required to wear footwear that meets ANSO standards, and which provides ankle coverage.
- 3. Due to the amount of exposure to harsh conditions and terrain, the annual clothing allowance provided in Article 30.2 of the Labor Agreement between the City and the District Council of Trade Unions is not sufficient for these employees to maintain adequate footwear and rain gear.

AGREEMENT

- 1. Water Meter Reader I and II employees regularly assigned to read meters will be reimbursed, upon proof of purchase, up to \$250.00 effective July 1, 2018 for an additional pair of safety shoes on a replacement basis, as needed, no more than twice annually. The affected employees will turn in worn out safety shoes as a condition of reimbursement for replacement.
- 2. This Agreement does not establish any precedent.
- 3. This Agreement is effective upon approval by City Council.

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding are the City of Portland (City) on behalf of the Water Bureau (Bureau) and AFSCME Local 189 (Union).

Recitals

1. The City and Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 through June 30, 2013.
2. The CBA Article 8.3 states, "Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular work day results from unpaid absence during the regular work day for personal reasons."
3. The City supports the mission of an Oregon non-profit organization called SMART—Start Marking a Reader Today. The mission of SMART is to help kids become confident readers by providing individual volunteer attention. As a part of the City's support, the Bureau wants to provide an opportunity for represented employees to participate in the program during regular work hours without incurring overtime costs.

Agreement

1. The parties agree that Union represented employees in the Water Bureau may participate in the SMART program, with the prior approval of the employee's manager.
2. The parties agree that employees may only participate in the SMART program on their own time. If an employee takes time off during the employee's regularly scheduled work day, the

~~employee may elect to take an unpaid leave of absence or use accrued vacation or compensatory time.~~

- ~~3. The parties agree that those employees who elect to take an unpaid absence to participate in the SMART program may work before or beyond their normal work shift on the day(s) of participation in the program to make up for the unpaid hours. However, employees who work before or beyond their normal work shift, to make up for unpaid hours taken for the purpose of participating in the SMART program, will not be eligible for overtime.~~
- ~~4. The parties agree that employees may not use a City vehicle to facilitate transportation to and from the SMART program.~~
- ~~5. The parties agree that this Memorandum of Understanding applies only to the AFSCME represented employees of the Water Bureau.~~
- ~~6. The parties stipulate that the terms of this Memorandum of Understanding shall not establish any precedent whatsoever.~~

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Water Bureau (Bureau) and AFSCME Local 189 (Union) on behalf of the employees in the Water Treatment Operator classification.

BACKGROUND

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (DCTU contract) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.
2. The City and Union wish to create an alternative work schedule for Water Treatment Operators that provides 24/7 coverage, offers flexibility, is cost efficient and increases employee satisfaction.
3. The parties agree as follows:

AGREEMENT

1. The Water Treatment Operators will work a schedule in positions delineated as follows:
 - Day 1 Shift
 - Day 2 Shift
 - Night 1 Shift
 - Night 2 Shift
 - Maintenance Operator 1 Shift
 - Maintenance Operator 2 Shift
 - Maintenance Relief 1 Shift
 - Maintenance Relief 2 Shift
 - Lusted Hill Operator
 - Lead Operator
2. The Water Treatment Operators will work the following shifts:
 - a. The Water Treatment Operators on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule of one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, two (2) days off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, and one (1) twelve and one quarter (12.25) hour

work day.

- b. ~~The Water Treatment Operators on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule of one (1) day off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, one (1) twelve and one quarter (12.25) hour work day, one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, and one (1) day off.~~
- c. ~~The Water Treatment Operators on Maintenance Operator 1 Shift will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.~~
- d. ~~The Water Treatment Operators on Maintenance Operator 2 Shift will work a weekly schedule of two (2) ten (10) hour work days, three (3) days off, and two (2) ten (10) hour work days.~~
- e. ~~The Water Treatment Operators on Maintenance Relief 1 Shift will work a weekly schedule of one (1) twelve (12) hour work day, three (3) days off, one (1) ten (10) hour work day, and two (2) nine (9) hour work days.~~
- f. ~~The Water Treatment Operators on Maintenance Relief 2 Shift will work a weekly schedule of four (4) ten (10) hour work days followed by three (3) days off.~~
- g. ~~The Lusted Hill Operator will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.~~
- h. ~~The Lead Operator will work a bi-weekly schedule of one (1) nine (9) hour work day, one (1) eight (8) hour work day, two~~

~~(2) days off, four (4) nine (9) hour work days, three (3) days off, and three (3) nine (9) hour work days.~~

- ~~3. Days and shift hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived.~~
- ~~4. Water Treatment Operator Day Shifts 1 & 2 will receive Second/Swing differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 4:00 p.m. to 8:00 p.m. during their regularly scheduled shift.~~
- ~~5. Water Treatment Operator Night Shifts 1 & 2 will receive Third/Graveyard differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.~~
- ~~6. Maintenance Relief 1 and Maintenance Operator 1 shifts will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.~~
- ~~7. All Operators working 12.25-hour shifts will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three (3) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.~~
- ~~8. All Operators working ten (10) hours shifts will have one (1) paid thirty (30) minute lunch period during their assigned shift and two (2) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.~~
- ~~9. All Water Treatment Operators are expected to respond to plant alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.~~
- ~~10. All Water Treatment Operators are ineligible for unpaid absences during the regular work day for personal reasons.~~

~~Article 8.3 of the DCTU contract does not apply and is expressly waived.~~

- ~~11. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.~~
- ~~12. The City and the Union agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.~~
- ~~13. This Agreement will be effective upon approval by the City Council by Ordinance.~~

WTO Shift Overlap, Lusted 4-day & Maintenance Relief

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Day (2)	07:45-20:00	07:45-20:00	07:45-20:00	07:45-20:00	07:45-14:15	07:45-20:00	07:45-20:00
Night (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Night (2)	19:45-08:00	19:45-08:00	19:45-08:00	19:45-08:00	01:30-08:00	19:45-08:00	19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00		

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				Pay Period End			
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1) Day (2)	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	6.50 07:45-14:15	12.25 07:45-20:00	12.25 07:45-20:00
Night (1) Night (2)	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	6.50 01:30-08:00	12.25 19:45-08:00	12.25 19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	8.00 06:00-14:00	

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				Pay Period End			
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Day (2)	07:45-20:00	07:45-20:00	07:45-20:00	07:45-20:00	07:45-14:15	07:45-20:00	07:45-20:00
Night (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Night (2)	19:45-08:00	19:45-08:00	19:45-08:00	19:45-08:00	01:30-08:00	19:45-08:00	19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	8.00 06:00-14:00	

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Water Bureau (Bureau) and Operating Engineers Local 701 (Union) on behalf of the employees in the Operating Engineer classification working at the Water Control Center (WCC) or Groundwater Pump Station during groundwater operations.

BACKGROUND

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (DCTU contract) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.
2. The City and Union wish to create an alternative work schedule for Operating Engineers working at the WCC or Groundwater Pump Station during groundwater operations that provides 24/7 coverage, offers flexibility, is cost efficient, and increases employee satisfaction.
3. The parties agree as follows:

AGREEMENT

1. **The Operating Engineers working at the WCC will work schedules in positions delineated as follows:**
- 2.
3. **Day 1 Shift**
4. **Day 2 Shift**
5. **Night 1 Shift**
6. **Night 2 Shift**
7. **Relief 1 Shift**
8. **Relief 2 Shift**
9. The Operating Engineers working at the WCC will work the following shifts:
 - a. The Operating Engineers on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule consisting of three (3) days off, three (3) twelve (12) hour work days, four (4) days off, three (3) twelve (12) hour work days, and one (1) eight (8) hour work day.
 - b. The Operating Engineers on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule consisting of three (3) twelve (12)

hour work days, three (3) days off, one (1) eight (8) hour work day, three (3) twelve (12) hour work days, and four (4) days off.

- c. The Operating Engineers working Relief 1 Shift will work a bi-weekly schedule consisting of one (1) nine (9) hour work day, one (1) eight (8) hour work day, two (2) days off, four (4) nine (9) hour work days, three (3) days off, and three (3) nine (9) hour work days.
 - d. The Operating Engineers working Relief 2 Shift will work a bi-weekly schedule consisting of one (1) nine (9) hour work day, three (3) days off, four (4) nine (9) hour work days, one (1) eight (8) hour work day, two (2) days off, and three (3) nine (9) hour workdays.
- 10. Days and hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived. Technology solutions such as electronic log entries will be employed to provide for transfer of information across shift changes.
 - 11. Operating Engineers working Day 1 Shift and Day 2 Shift will receive Second/Swing differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 2:00 p.m. to 6:00 p.m. during their regularly scheduled shift.
 - 12. Operating Engineers working Night 1 Shift and Night 2 Shift will receive Third/Graveyard differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.
 - 13. Operating Engineers working Relief 1 Shift and Relief 2 Shift will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for the workweek that includes the nine (9) hour work day with a start time of 13:30.
 - 14. There will be no Relief 1 Shift or Relief 2 Shift assigned to provide coverage when holidays are observed on Wednesdays. The pair of Operating Engineers assigned to work those Wednesdays (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire

holiday including the relief shift time slot. These Operating Engineers will receive eight (8) hours of holiday pay, which reflects their regularly assigned hours on Wednesdays. In addition to holiday pay, the Operating Engineers working those Wednesday holidays shall be paid at the premium rate of time and one-half for any hours worked on those days.

15. There will be no Relief 1 Shift or Relief 2 Shift assigned when the Operating Engineers on Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift are assigned to report to the Groundwater Pump Station during groundwater operations. The pair of Operating Engineers assigned to work (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire relief shift time slot on Wednesdays. These Operating Engineers will receive eight (8) hours of regular pay, which reflects their regularly assigned hours on Wednesdays and shall be paid at the overtime rate for any hours worked outside of or in excess of those regularly assigned hours in accordance with Article 9.1.
16. All Operator Engineers working 12 hour shifts (Day 1 Shift, Night 1 Shift, Day 2 Shift, and Night 2 Shift) will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.
17. All Operating Engineers working the 9 hour Relief 1 Shift or Relief 2 Shift on Wednesdays will have one (1) paid twenty (20) minute lunch period during their assigned shift and two paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.
18. All Operating Engineers working shifts at the WCC, or shifts at the Groundwater Pump Station during groundwater operations are expected to respond to plant and control system alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.
19. All Operating Engineers working shifts at the WCC, or shifts at the Groundwater Pump Station during groundwater operations are ineligible for unpaid absences during the regular work day for personal reasons. Article 8.3 of the DCTU contract does not apply and is expressly waived.

20. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.
21. The City and the Union agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.
22. This Agreement will be effective upon approval by Ordinance by the Portland City Council.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Period Start		
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	8:00 06:45-15:15	OFF
Relief 2	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 13:30-22:30	9:00 06:45-16:15	OFF	OFF
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Day		
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 13:30-22:30	9:00 06:45-16:15	OFF	OFF
Relief 2	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	8:00 06:45-15:15	OFF
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Period End		
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	9:00 06:45-16:15	8:00 06:45-15:15	OFF
Relief 2	OFF	9:00 06:45-16:15	9:00 06:45-16:15	9:00 13:30-22:30	9:00 06:45-16:15	OFF	OFF

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Water Bureau (Bureau) and AFSCME, Local 189 (Union) for employees who work in the Maintenance and Construction Group.

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.
2. The current DCTU Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.
3. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for employees represented by the Union who work in the Maintenance and Construction Group.

Agreement

1. The Bureau may require employees in the Maintenance and Construction Group to stand-by during their off-duty hours.
2. If the Bureau requires an employee to stand-by during their off-duty hours, the employee shall receive one-quarter (0.25) hour of pay at the straight time rate for each hour of stand-by.
3. **Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.**

4. _____
5. _____ Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.
6. _____
7. _____ Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
8. _____
9. _____ The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.
10. _____
- 11.1. _____ If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

LETTER OF AGREEMENT

~~This Pilot only applies to the Portland Water Bureau and the Bureau of Environmental Services. A premium of 3% shall be applied to the base wage of all hours worked for a limited number of eligible employees in the classifications below who maintain their Commercial Drivers' License (CDL) and perform the duties of a commercial driver for the City as needed. The Bureau shall have sole discretion to establish the total number of employees in these classifications who are eligible for the Premium. The Premium applies to the following DCTU represented classifications only:~~

- ~~○ Operations Engineer~~
- ~~○ Water Operations Mechanic~~
- ~~○ General Mechanic~~
- ~~○ Electrician~~
- ~~○ Instrument Technician~~
- ~~○ Electrician/Instrument Technician~~
- ~~○ Instrument Technician Apprentice~~

~~Employees must maintain a Commercial Driver License (CDL), with all the required endorsements, as determined by the Bureau, to be considered for the Premium. Employees must also actively participate in the City's CDL drug testing program to utilize their CDL for city work assignments.~~

~~This Pilot is effective January 1, 2022 and shall sunset at the expiration of the collective bargaining agreement.~~

~~This Pilot process is not subject to the grievance procedure.~~

Existing LOAs and MOUs to be added
to back of CBA

Letter of Agreement

The parties to this Letter of Agreement are the City of Portland (hereinafter the City) and the District Council of Trade Unions (hereinafter the DCTU).

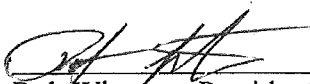
Background

In order to ascertain the location of City vehicles and equipment, the City has installed Global Positioning Systems (GPS). GPS also has the capacity to record vehicle speed, idling time, hard braking of a vehicle. GPS can send alerts if a vehicle passes a certain location, exceeds a certain speed, or engages in hard braking.

Agreement

1. The City will not use GPS data to discipline an employee for otherwise allowable activity during breaks and lunches.
2. The City may use GPS data for the purposes of discipline if there is a documented complaint, if an employee has a performance deficiency, if an employee has been counseled or disciplined for inappropriate use of City time, City resources or performance deficiencies, or if the City discovers an irregularity during a review conducted for reasons other than investigating for potential misconduct or performance deficiencies.
3. The City will notify its employees and the appropriate union when a bureau issues electronic devices, e.g., cell phones, computer tablets, hand held devices used by the Portland Bureau of Transportation Parking Enforcement Division, capable of determining the location of the device. Data from such a device may be used as outlined in #2 above.
4. The City and the DCTU have bargained to completion regarding the impact of installing GPS devices on City vehicles and this Agreement represents the entire agreement of the parties on that subject.
5. This agreement is in full effect for the life of the existing DCTU contract and will remain in full effect unless either opened by either party during negotiations for a successor contract.

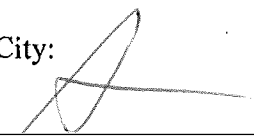
For the DCTU:



Rob Wheaton, President

9/2/16
date

For the City:



Anna Kanwit, Director
Bureau of Human Resources

9/6/16
date

Approved as to Form:



Lory Kraut, Sr. Deputy City Attorney

9/2/16
date

MEMORANDUM OF UNDERSTANDING

The Parties to this Memorandum of Understanding are the City of Portland (City), on behalf of the Office of Management and Finance – Fleet Services (Bureau), and the International Association of Machinists and Aerospace Workers, District Lodge W24 (Union).

BACKGROUND

1. The City and the Union are parties to a collective bargaining agreement effective January 1, 2021 to December 31, 2024.
2. For six (6) weeks every year, the Bureau supports the vehicle and equipment used by the Portland Bureau of Transportation for the Leaf Season Clean Up within the City of Portland.
3. Leaf Season support requires a minimum of two (2) Vehicle & Equipment Mechanics on duty each day of the weekends (Saturday and Sunday).
4. The Bureau hires the supporting mechanics on an overtime basis for each shift of Leaf Season.

UNDERSTANDING

1. The City desires three (3) Vehicle and Equipment Mechanics on duty each Saturday and each Sunday for the duration of the Leaf Season.
2. One of the three (3) Vehicle and Equipment Mechanics will be assigned by CityFleet Management as a "Lead" as defined in the DCTU CBA under #9 of the Schedule "A" Premiums Article.
3. Management agrees to post overtime availability at least two weeks in advance of the first day of overtime.
4. Vehicle and Equipment Mechanics (including those working out-of-classification) located at Kerby Shops on 2835 N. Kerby are eligible to voluntarily sign up for overtime opportunities.
5. If more than three (3) employees volunteer for the same shift, the overtime shall be awarded by seniority as outlined in Article 9 of the DCTU CBA.
6. Overtime for Leaf Season is subject to the Overtime Equalization Article as outlined in Article 9.5 in the DCTU CBA.
7. Employees on probation are not eligible to volunteer for Leaf Season overtime and are exempt from being required (mandatory) to work Leaf Season overtime.
8. Incomplete overtime lists shall be removed ten (10) days before the first shift for each weekend.
9. Management will contact the least senior eligible to work overtime and notify them they are required to work. Management will notify the employee no later than eight (8) days before the overtime shift (Friday of the week the incomplete list is removed).
10. The parties agree no employee will work seven days in a row.

11. Employees working the swing shift the Friday before the required overtime shift will be exempt from being forced to work Saturday; however, employees on swing shift may sign up for voluntary overtime on Saturdays.
12. Employees who volunteer and have worked a leaf season shift shall be exempt from one (1) required overtime shift for each volunteer shift worked. For instance, the least senior employee is signed up to work the first available Saturday shift and thus, they are exempt from being forced to work the next mandatory overtime shift in Leaf Season. At no time, however, are they permanently exempted from mandatory overtime for the duration of Leaf Season, unless they have worked more volunteer shifts than there are required shifts.
13. Employees who wish to volunteer after an incomplete list is pulled must coordinate with the employee notified to work. These changes must be communicated to management no later than the Thursday before the overtime shift begins.
14. Employees required to work must work unless they find an eligible replacement.
15. Employees on approved leaves (vacation, comp, or sick) will be contacted by management for overtime opportunities but will not be forced to work during their leave. This includes weekends before and after the approved leave.
16. Management will always begin at the bottom of the seniority list for each forced shift while observing the exceptions above.
17. This understanding will sunset at the expiration of the current CBA, December 31, 2024.

For the City:

For IAMAW, District 24

DocuSigned by:

Maty Sauter

11/3/2023

870D23F30C3B4D4...
Maty Sauter

Date

Division Director

Division of Asset Management - CityFleet

DocuSigned by:

Carol Krohn

11/6/2023

EC578B96F165471...
Carol Krohn

Date

Business Representative

DocuSigned by:

Cathy Bless

11/6/2023

363A109537BD41A...
Cathy Bless

Date

Chief Human Resources Officer

Portland Bureau of Human Resources

Approved as to Form:

DocuSigned by:

Matthew Farley

11/6/2023

44CF42F08D1C4C8...
Matthew Farley

Date

Senior Deputy City Attorney

**STATE OF OREGON, EMPLOYMENT RELATIONS
BOARD COST SUMMARY FORM**

For ERB Use Only
Case No. _____ ME-041-24
Date Filed _____ 12/31/24

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
	1/1/2025-12/31/2025	1/1/2025-12/31/2025	1/1/2026-12/31/2026	1/1/2027-12/31/2027		
Schedule A: Base Wages	\$22,384,973	\$285,069	\$292,474	\$293,758	\$871,301	Increases due to targeted wage adjustments for 17 classifications, affecting approximately 70 current employees.
Article 9: Overtime, excluding call back	\$1,073,923	\$26,809	\$27,595	\$27,804	\$82,208	Costs estimated based on FY 23/24 overtime worked, excluding call backs. Costs reflect the impact of wage increases on non-call back overtime, with the assumption that there will be 15,153 hours of non-call back overtime worked each year across the entire unit. Costing utilized average overtime by classification.
Article 10: Call back minimum increased from 3 to 3.5 hours	\$123,456	\$18,060	\$18,267	\$18,333	\$54,660	Costs estimated based on FY 23/24. Of the 521 DCTU call backs in FY 23/24, 413 lasted 3.5 hours or less. Assuming the change started in FY 23/24, the number of hours paid would increase from 1,754.93 to 1,960.74. This assumption is used to estimate increased OT costs going forward as follows: 1,960.74-1,754.93=205.81. The increased cost reflects 205.81 hours of OT in each year of the contract.
<i>New!</i> Longevity Pay	\$0	\$246,294	\$268,678	\$292,880	\$807,852	Additional 2% of pay on base wages for employees with 10 or more years of City service. As of 1/1/2025, approximately 123 employees would qualify for longevity pay.
Article 10: Weekly standby rate increased from 18 to 24 hours	\$223,994	\$82,240	\$82,240	\$82,240	\$246,720	Assumes 5 employees are on weekly standby (2 Electricians, 1 Instrument Technician, 1 Facilities Maintenance Technician, 1 Vehicle & Equipment Mechanic).
<i>New!</i> Mobile Mechanic premium	\$0	\$10,468	\$10,468	\$10,468	\$31,404	New premium. Assumed 4 Vehicle & Equipment Mechanics will earn a 3% "Mobile Mechanic" premium on their base wage.
Schedule A Premiums: Increased premium for Chief Plumbing Inspector and Chief Electrical Inspector from \$1.95/hour to 5% of base pay	\$8,112	\$4,470	\$4,470	\$4,470	\$13,410	Increased premium for Chief from \$1.95/hour to 5% of base wages. Affects 2 positions: 1 Sr. Plumbing Inspector and 1 Sr. Electrical Inspector
Schedule A Premiums: Increase Water Distribution Level 4 certification from 3% to 4%	\$25,139	\$6,973	\$7,050	\$7,139	\$21,162	Applies only to Operating Engineer III employees who have obtained the Water Distribution Level 4 certification. Premium applies to all hours paid. There are currently 7 employees eligible for this premium.
Article 15: Additional two (2) Personal Holidays for employees who report exclusively in-person	\$0	\$186,421	\$188,270	\$189,396	\$564,087	Approximately 208 DCTU positions report exclusively in-person. Estimated 208*16=3,328 hours of additional leave per year for this unit, with half of those hours assumed to be backfilled on 1.5 OT and the other half on 1.0 (straight time) pay

Article 30: Clothing Allowance	\$57,770	\$23,100	\$23,100	\$23,100	\$69,300	Assumed all 231 costed positions receive the clothing allowance. Proposed allowance increases from \$250 to \$350 per year effective July 2025.
Article 30: Prescription Safety Glasses Allowance	\$0	\$11,550	\$11,550	\$11,550	\$34,650	New benefit. Assumed 25% of positions will utilize the full \$200 prescription safety glasses allowance
Article 29: Tool Allowance	\$78,000	\$3,900	\$7,995	\$12,295	\$24,190	Assumed all 60 positions in the Vehicle & Equipment Mechanic and corresponding Lead classification receive the tool allowance. Allowance is currently \$1300 per year, payable in a lump sum each July. Proposal would increase the allowance by 5% each July 1.
Wage-driven benefits	\$8,719,290	\$319,715	\$347,875	\$382,010	\$1,049,600	Wage-driven benefits include City contributions to PERS/OPSRP, Individual Account Program (6%), Social Security (6.2%), Medicare (1.45%), TriMet, and Paid Leave Oregon (0.4%)
FY 25/26 COLA	\$445,105	\$16,668	\$33,679	\$35,329	\$85,676	FY 2025-26 COLA is based on estimated CPI-W increase of 2.7% as provided by City Budget Office.
FY 26/27 COLA	\$0	\$0	\$16,176	\$33,596	\$49,772	FY 2026-27 COLA is based on estimated CPI-W increase of 2.5% as provided by City Budget Office.
FY 27/28 COLA	\$0	\$0	\$0	\$15,712	\$15,712	FY 2027-28 COLA is based on estimated CPI-W increase of 2.2% as provided by City Budget Office.
TOTAL (for each column)	\$ 23,839,597	\$ 1,241,737	\$ 1,339,887	\$ 926,488	\$ 4,021,704	

Note: Numbers shown above do not include the cost of health insurance, which is unaffected by this proposal.