

AFSCME Local 189 Final Offer Summary Jan. 3, 2025

This offer is presented to the City as a formal comprehensive package proposal which advances the Union's formal bargaining position for the purposes of PECBA. This is a total offer and covers all items opened during these negotiations.

Article #	Title	Summary of Position
1	Recognition	City Proposal December 17, 2024
6	Job Security and Outside Contracting	Union Proposal November 19, 2024
8	Shifts	Union Proposal on November 5, 2024
9	Overtime	Union Proposal on December 20,2024
14	Layoff/Recall	Union Proposal on January 3, 2025
17	Health and Life Insurance	City Proposal on December 12, 2024
19	Family and Medical Leave	City Proposal on December 17, 2024
23	Union Representation	Union Proposal on January 3, 2025
39	Duration	Three years expiring December 31, 2027
New	Protection of Bargaining Unit Work	Union proposal on December 12, 2024
New	Information Requests	Union Proposal Withdrawn
New	Telework	Union Proposal on December 20, 2024
A	Schedule "A" Targeted Increases and Pay Equity (Attachments A & B)	Union Proposal December 20, 2024
A	Schedule "A" COLA	Union Proposal on December 20, 2024
A	Schedule "A" Premiums	Union Proposal on December 20, 2024
B	Temporary Employees	Current Contract Language
LOA	PWB Addendum	City Proposal on December 17, 2024
LOA	Letters of Agreement the Union Proposes to renew and include in successor agreement.	Union December 20, 2024 <i>(See Attached)</i>

Tentative Agreements Reached to Date:

Art. #	Title	TA Date	Art. #	Title	TA Date
2	Union Security	5/28/24	26	Maintenance of Standards	10/22/24
3	Dues Checkoff	6/11/24	28	Overpayment/Underpayment	6/25/24
4	Management Rights	11/5/24	30	Clothing	10/22/24
5	Productivity	8/27/24	31	Unemployment Comp	6/25/24
7	Work Schedules & Work Week	9/24/24	32	Training Schools & Conventions	6/25/24
10	Reporting Pay & Min Pay	8/27/24	33	Professional Dev.	11/5/2024
11	Work Out of Class	9/17/24	34	Evaluation & Counseling	6/25/24
12	Seniority	9/10/24	35	Discipline/Discharge	11/5/2024
13	Promotion	9/24/24	36	Grievance & Arb.	11/5/2024
15	Holidays	11/19/24	38	Savings Clause	11/5/2024
16	Vacation	9/10/24		Background Checks	8/20/24
18	Sick Leave	10/22/24		VEBA	12/12/24
20	Leaves of Absence	8/20/24		PPB Addendum	12/12/24
21	Jury Duty Witness Leave	6/11/24			
24	Pay Day	6/11/24			
25	Strikes & Lockouts	9/24/24			

Article 9

9.1 **Overtime Rate.** Overtime shall be paid at the rate of one and one half (1 1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of their established shift hours, or on their days of rest or in excess of forty (40) hours in their FLSA work week.¹

9.2 Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) shall earn overtime at the rate as described in Article 9.1 not be eligible for overtime or compensatory time, except as specified in Article 9.2.1.

~~9.2.1 FLSA exempt employees in the Business Systems Analyst I, II, III, the Risk Specialist I, and the Portland Police Bureau Internal Affairs Investigator classifications will earn overtime at the rate as described in Article 9.1 for hours worked in excess of forty (40) hours in an FLSA workweek. These employees are not subject to the provisions of Article 9.3 and any hours not worked such as vacation, compensatory leave, and sick leave do not count in the forty (40) hour calculation.~~

9.3 For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and sick leave will be counted as time worked.

9.4 Shift premiums will be included in overtime computations as required by Federal Law.
Employees may elect pay or compensatory time for time worked under this Article. Any compensatory time will be subject to the provisions of Article 9.9.

Internal Affairs Investigators may substitute compensatory time in lieu of pay for standby or on-call time.

Internal Affairs Investigators will receive a minimum of two (2) hours overtime to perform mandatory interviews outside their regular work shift.

9.5

Overtime Equalization. Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

¹ Bargaining Note: The proposed change "or on their days of rest or in excess of forty (40) hours in their FLSA work week" is intended as a clarification and not as a substantive change.

9.5.1

A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

9.6

~~**Remedy.** Employees who believe that they have not received a fair share of available overtime offers has an assertive duty to address the matter with their immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.~~

9.7 It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

9.8 The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Employees will be compensated at the rate of two (2) times their established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

9.9 Compensatory Time Off. Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of ~~eighty (80)~~ one hundred twenty (120) hours at any given time.

9.9.1 Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.

9.9.2 In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee.

9.9.3 Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

9.10 Employees required to work around the clock (three shifts) and required to continue work

through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.

9.10.1 If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.

9.11 Employees who are required to work more than two (2) hours before or beyond their regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event employees work for more than four (4) hours beyond such two (2) hour overtime period, they shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.

9.12 Notwithstanding section 9.4, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.

9.13 There shall be no pyramiding of overtime rates.

9.14 **Essential Employees.** Any employee who is designated by management as an Essential Employee and is required to report to work when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one deferred holiday for every ~~full~~ shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

9.14.1 Employees whose deferred holiday bank is full, will be given the equivalent time in pay. Employees who earn a deferred holiday within 30 days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.

9.15 **Qualified Citywide Closures.** Employees directed to physically report to or remain in person at a City facility or jobsite during qualified Citywide Closures will be compensated with one hour of deferred holiday leave for every regularly scheduled hour they work during such Citywide closures. Qualified Citywide closures are those ordered by the Mayor or the Mayor's designees and includes direction for all other employees to remain at home or work from home and will stay in effect till the Mayor or the Mayor's designees declares closure is over. After an employee earns one hundred (100) hours in a calendar year of deferred holidays under this subsection of Article 9, they shall not accrue more deferred holidays for qualified Citywide closures, but then Article 9.16.2 will apply in the event of a sustained Citywide closure.

9.15.1 In the event of a sustained qualified Citywide closure greater than fourteen (14) calendar days, the City and Union will meet and discuss the impacts of the ongoing closures by the fifteenth (15) calendar day and Article 9.16.1 will apply up to twenty-one (21) calendar days.

9.16 Power and/or Internet Outages During Citywide Closure

- a. Employees impacted by a power or internet outage during City closures when they would otherwise be expected to use individual leave accruals to make up lost work time will receive a full day's pay.
- b. In the event the Mayor makes the decision to close City offices and buildings and fully remote or hybrid employees are directed to work from home, and an employee experiences a power and/or internet outage that prevents the employee from teleworking.
 - i. The employee may be asked to provide proof of the power or internet outage to their supervisor or manager and will remain in a paid status for their regularly scheduled shift during the duration of the outage. If an employee's power or internet is restored during their workday the employee is expedited to continue working remotely for the remainder of their regularly scheduled shift.
 - ii. Employees are required to provide proof of outage from the utility or service provider and the employee must communicate the start and stop time of the outage.
 - iii. If the City requests but an employee is unable to provide proof of the outage, proof of their communication to the company and any responses will be sufficient.
- c. The City agrees to allow paid time in qualifying circumstances for a maximum of forty (40) hours, regardless of how many events of outage occur.

9.15.2 Should a qualified City closure be called during a shift employees who have reported to work in person will be compensated hour for hour of deferred holiday for every regularly scheduled hour they work during such closure.

Article 14

Article 14. Layoff/Recall

- 14.1 Layoff and recall of employees shall be as provided in this section.
- 14.2 **Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of permanent appointment to the classification listed in Schedule A. An employee will not lose classification seniority in previously held classifications as a result of accepting permanent or temporary appointment to another classification.
 - 14.2.1 Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, retirement, voluntary demotion, or movement to a classification not listed in Schedule A. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.
 - 14.2.2 Seniority in a job classification consolidated prior to March 17, 1988 shall be as determined at the time of consolidation by the Civil Service Board. Seniority in a job classification consolidated after March 17, 1988 shall be equal to the total permanent service in all job classes included in the consolidated classification.
- 14.3 A tie in classification seniority shall be broken and greatest seniority determined by:
 - 14.3.1 the highest score on the eligible list from which appointment was made; if a tie remains, then
 - 14.3.2 the greatest length of service with the City; if a tie remains, then
 - 14.3.3 the date and time of receipt of the application by the Human Resources Bureau; if a tie remains, then

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- 14.3.4 by random draw.
- 14.4 It is recognized from time to time that a seniority inequity may exist in multiple appointments in a bureau and classification where an employee is required by the City to delay the starting date in a new position. In those instances, the employee may submit to the Human Resources Director a request for the seniority adjustment.
- 14.5 **Reductions in Force.** In the event an employee's position is abolished, an employee shall be permitted to bump as follows, providing the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing classification specifications by the Bureau of Human Resources:
 - 14.5.1 into a vacancy in the same classification in the employee's assigned bureau with the same shift(s) and days off; if none, then, provided the affected employee has greater seniority:
 - 14.5.2 into the position held by the least senior person within the employee's current classification within the bureau with the same shift(s) and days off; if none, then
 - 14.5.3 into a vacancy in the same classification in the employee's assigned bureau; if none, then:
 - 14.5.4 into the position held by the least senior person within the employee's current classification within the bureau; if none, then
 - 14.5.5 into a vacancy in the employee's current classification City-wide; if none, then
 - 14.5.6 into the position held by the least senior person within the employee's current classification City-wide; if none, then
 - 14.5.7 at the full-time employee's option, into a part-time or job share position in the employee's current classification, in the bumping sequence as defined in 14.5.1 through 14.5.6 above; if not, then
 - 14.5.8 into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined in 14.5.1 through 14.5.6 above.
 - 14.5.9 A part-time or job share employee shall have bumping rights as described in 145 above except that a part-time or job share employee shall not displace a full-time employee.
 - 14.5.10 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

14.6 Recall

- 14.6.1 Employees that have been transferred as a result of a layoff, shall have the right to transfer back to their former classification in their former bureau or division from which they were transferred, if the City is going to re-employ an employee in that classification in that bureau or division. The transfer back shall be on a strict City-wide seniority basis in the classification of the employee at the time the transfer occurred.
- 14.6.2 The City shall re-employ laid off employees ~~in~~ on a strict seniority basis for the classification from which the employee was laid off.
- 14.6.3 Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.6.6 below, whichever occurs earlier.
- 14.6.4 The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period of time, except when

documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.

- 14.6.5 On re-employment of laid off employees, the City shall notify employees by Certified Letter and email (if available), with a copy to the Unions, mailed to their last known address. Employees shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City.
- 14.6.6 Reappointment to the classification from which the employee was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for the bureau from which they were laid off.
- 14.6.7 Employees who return to City service into a classification with a lower rate of maximum pay within six (6) months after layoff, but not through the recall process, will be placed at the rate of pay which represents the least or no reduction in pay for the employee.
- 14.6.8 Employees who return to City service into a classification with a higher rate of maximum pay within six (6) months after layoff, but not through the recall process, will be placed at the rate of pay in accordance with Article 13.

Letter of Agreement

Business Systems Analyst Reclassification

I. Parties to the Agreement

The parties to this Letter of Agreement (hereinafter referred to as “LoA”) are the City of Portland, (hereinafter referred to as “City”), and City of Portland Employees Union, Local 189, AFL-CIO (hereinafter referred to as “Union”).

II. Background

The City intends to classify the Business Systems Analyst classifications into specialties. As an example, the City may categorize the BSA work into specialized types such as Data Analysis, Project Management, Enterprise Information Technology, among other specialized categories.

The BHR Classification Compensation team will work with Bureaus to determine how to categorize the work and will update the classification specifications to define the work, distinguishing characteristics, the minimum qualifications, and required knowledge, skills, and abilities. The City reserves all management rights to classify the work and identify the necessary classification specifications.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

The City and Union agree to enter into a Letter of Agreement that:

1. 1. Creates a subcommittee comprised of an equal number of management and labor representatives to identify how to place employees into the specialized classifications; and
2. Requires the parties to negotiate seniority in the new specialized classifications and define how that process works with ~~or is distinguished from the final product to work with~~² the existing Article 14 language.
3. 3. The Union will withdraw all existing grievances with prejudice related to the alleged violations of Article 14.5 by the City related to layoff actions impacting employees in the Business Systems Analyst classifications. Employees affected by the grievance will maintain any recall rights they are currently entitled to.
4. 4. The Parties agree to maintain current contract language for Article 14 with the addition of the terms of the Letter of Agreement and the language proposed below.

Employees who return to City service into a classification with a lower rate of maximum pay within six (6) months after layoff, but not through the recall process, will be placed at the rate of pay which represents the least or no reduction in pay for the employee.

Employees who return to City service into a classification with a higher rate of maximum pay within six (6) months after layoff, but not through the recall process, will be placed at the rate of pay in accordance with Article 13.

Article 17

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)~~ fifteen (15) members. One member shall be appointed from each of the following labor organizations: the American Federation of State County and Municipal Employee, Local 189 (AFSCME189), the District Council of Trade Unions (DCTU), 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), and, Laborers' Local 483 representing Portland City Laborers. The remaining seven (7) members shall be appointed by the City.

² Readability edit

- 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, at least twelve 12 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.~~

17.3.2 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.

17.3.3 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.

- 17.3.4 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.
- 17.3.5 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.
- 17.3.6 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.

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

17.3.8 **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

17.3.9 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 as follows:

City Contribution	One Party	\$117.26 per payday
	Two Party	\$93.59 per payday
	Family	\$72.86 per payday

17.3.10 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%).

17.3.11 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.

17.3.12 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.

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 \$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 The city will pay the full premium for part time city employees

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

Transportation Benefit

17.8.4 The City shall continue to provide the TRIP reduction program.

Article 23

Article 23. Union Representation

23.1 Union Activities. The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employees involved provided, however, such activities will be limited to the designated representatives having direct responsibility for them. Designated representatives shall notify their immediate supervisors indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisors shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity.

23.2 Designated Representatives. A designated representative is a public employee who is designated by the ~~Union exclusive representative (Union)~~ as a representative for the employees of the bargaining unit in the manner required under this article. Such designated representatives may be granted reasonable paid time to perform the activities listed in Article 23.4. Designated representatives are also eligible for Union Leave, Union Paid time and unpaid Release Time under a leave of absence as provided in the article.

23.3 List of Designated Representatives. The exclusive representative may identify bargaining unit members to serve as designated representatives for the duration of the contract. The Union will quarterly update the City in writing of changes in representatives. The Union may designate up to seven percent (7%) of their

~~membership as representatives. For affiliates with more than two hundred fifty-one (251) members, the exclusive representative may identify up to seven percent (7%) of the bargaining unit as designated representatives; for affiliates with two hundred fifty (250) members or less, the exclusive representative may identify up to ten percent (10%) of their bargaining unit as designated representatives. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and will update the list quarterly. Only individuals identified as designated representatives on the Union list are entitled to engage in union activities on City paid time or receive an unpaid leave of absence under Release Time.~~

23.4 Designated Representative Activities. Designated representatives may engage in the following activities during their regularly scheduled work hours without a loss in compensation, seniority, leave accrual or any other benefits:

- (A) Investigate and process grievances and other workplace- related complaints on behalf of the ~~Union exclusive representative;~~
- (B) Attend investigatory meetings and due process hearings involving represented employees;
- (C) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- (D) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- (E) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters;
- (F) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
- (G) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;
- (H) Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

23.5 Reasonable Paid Time. Designated representatives may spend reasonable paid time conducting the designated activities in Article 23.4. Reasonable time shall not exceed 2,080 hours in a fiscal year to be used among all designated representatives and across all affiliates. The City will provide to the Union a quarterly report to show the amount of City paid time used by the designated

representatives. If the City and the Union disagree whether a designated representative's reasonable time appears excessive, the parties will meet and attempt to resolve their differences. If the City and Union cannot resolve their concerns, the case may proceed through mediation or the grievance process starting at Level 2.

23.5.1 Additional hours of reasonable time shall be granted to the Union's designated representatives participating on the Union's bargaining team during successor negotiations. The total number of additional hours shall be mutually agreed upon prior to the start of the first session of successor negotiations.

~~23.5.2 Designated representatives shall receive no overtime pay for performing their designated activities under Reasonable Paid Time.~~

23.6 Designated Representatives. It is recognized by the City that designated representatives are desirable for the proper administration of the terms of this agreement. The City also recognizes that it is desirable that the people designated as representatives shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against designated representatives in the matter of layoff or rehires or discharge them on account of the proper performance of their designated representative duties.

23.7 The Unions shall have the right to take up any disciplinary action brought against a designated representative by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

23.8 Consultation, Negotiations and Meetings. Consultation, negotiations, and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. ~~Where such issues impact more than one employee in a given workgroup or bureau, no more than one employee spokesperson may attend on City time from each workgroup or bureau.³~~

23.8.1 Meetings for the purpose of discussing disciplinary action under section 35.1, will be held as promptly as possible, usually within two (2) working days, unless a compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.

23.9 Union Access. The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

23.9.1 New Employees: For the purpose of employees new to the bargaining unit, reasonable access includes the right to meet with employees within ninety (90) calendar days of their employment for a period of at least thirty (30) minutes during the City's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation. For individual or group meetings,

³ Union holds

the Union will notify the City in advance to make arrangements to release the employee(s) to attend and, if the time is not operationally feasible, will work with management to arrange an acceptable time to meet.

- 23.9.2 Regular Employees: For all employees, reasonable access includes, but is not limited to, the right to meet with employees during regular working hours at their work location to investigate and discuss grievances, workplace concerns, and other matters relating to their employment, provided the meetings do not interfere with the City's operations.
- 23.9.3 The City will provide the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business consistent under Article 23. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Professional in advance to receive access.
- 23.9.4 Use of City Facilities and Technology. The exclusive or designated representative may use the City's facilities, whether owned or leased, including conference rooms, for the purposes of conducting meetings with or for represented employees in the bargaining unit before or after work hours, during meal periods, and during any other break periods. The use of facilities shall be arranged at least twenty-four (24) hours in advance to ensure available space.

The exclusive representative may use the City's electronic mail or other similar communication systems to communicate with bargaining unit members regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy.

- 23.10 Union Leave, Union Paid Time. Authorized union representatives, upon written requests from the Union, ~~shall~~ will be given time (less than thirty (30) days) to transact business for the Union. ~~in which they are a represented member.~~ The Union will cooperate with the City by controlling requests ~~for such time to a maximum of five (5) employees per union off at any given time and~~ in a manner which will minimize interference with the City's operations. Employees granted such leave for attending Executive Board meetings, Membership meetings, conferences, training and workshops pertaining to collective bargaining, arbitration, or other labor law matters and developments, shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefit costs associated with this time. Effective with this agreement, the rate of reimbursement is ~~132.8%~~ 134.98% of the employee's normal hourly wage and includes ~~24.36%~~ 26.12% for PERS, 6.2% for SSI, 1.45% for Medicare, and ~~0.7887%~~ 0.8237% for Tri-Met and 0.4% for Paid Leave Oregon . Should the wage-driven benefits cost change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation, and ~~Such paid leave shall be counted as leave without pay~~ in the calculation of eligibility for City-paid health benefits as provided in Article 17.

- 23.11 Long Term Leave of Absence (Release Time, Union Paid). Union representatives may take time off to conduct full-time union business if an employee covered by this Agreement is elected or appointed to an office in the Union of which they are a represented member which requires a long-term leave of absence from their duties with the City to represent the City of Portland union members, they and shall, upon fifteen (15) calendar days' written notice be granted a union leave of absence and ~~without pay~~ will be maintained on the payroll with full pay and fringe benefits and the Union shall reimburse the City for all wage and benefit costs associated with this time Employees on Release Time will continue to accrue seniority and retirement credit. Accrued vacation, compensatory time, deferred holiday, and sick leave will remain on the books until such time that the employee returns to the City as a full-time employee or their service with the City is terminated, whereupon the use of such accruals shall be governed by the appropriate contract provisions in effect. No additional vacation, compensatory time, deferred holiday, or sick leave will accrue during release time. The City will permit a maximum of two (2) employees at any given time to be released under this Article. ~~The duration of the union leave of absence shall be based on the time an employee is elected or appointed to represent City of Portland union members.~~
- 23.11.1 Termination of Release Time. An exclusive representative or a designated representative may terminate a period of release time authorized under this article at any time for any reason.
- 23.11.2 Return to Work. At the conclusion or termination of a period of release time granted to a designated representative under this article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification. The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the union.
- 23.12 The City shall invoice the Union on a quarterly basis for reimbursable loss time. Invoices shall be provided within six (6) months of the end of the billable quarter. The Union shall have thirty (30) days from receipt of the invoice and billing report to review for any discrepancies. The Union will reimburse the City within sixty (60) calendar days of receipt of the invoice, or thirty (30) days from receipt of the corrected invoice.
- 23.13 Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

23.13.1 There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future disciplinary actions will be maintained in the official personnel file. Employees shall be allowed to examine their personnel file upon request. Employees will be made aware of any information placed in their personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

~~23.13.2 Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.~~

23.13.3 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Unions. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

23.13.4 Labor Management Committee. The parties agree to continue their commitment to currently established Labor Management Committees for the duration of this labor agreement.

23.14 The City shall furnish bulletin boards in places mutually satisfactory to the City and the Unions. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.

23.14.1 Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus, or activities.

23.14.2 If the City believes that a notice does not meet the criteria specified in Article 23.15, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 23.15, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified in Article 23.15. If the arbitrator determines that the criteria of 23.15 have been met, the notice will be re-posted.

LOA's

page in current DCTU/AFSCME CBA	Date	Bureaus Topic
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129	3/14/1989	Letters of Understanding/Agreement – All Bureaus Temporary Upgrades and Appointments
140	8/29/2022	BOEC BSA Standby Pay ⁴
146	12/20/2021	Environmental Services/Water CDL Premium *Strike-out existing language referencing sunset.⁵
182	10/10/2008	Transportation Special Projects⁶
196	2/18/1986	Water UW operating concrete saw⁷
200	6/29/2005	Water Alt Work Schedules for Water Security Specialists
206	1/2/2013	Water Schedules to provide for 24/7 coverage
220	12/20/2001	Environmental Services/Water CDL Premium *Strike-out existing language referencing sunset.
N/A	5/15/2019	Housing LOA Exclusions from CBA as applies to Portland Housing Bureau⁸
N/A	2016	GPS Data LOA
N/A	Not yet signed	WTOH LOA (see attached)

NEW Article: In-Person Reporting Incentive and Protection of Remote Work

X.1 Employees that report in person one hundred percent of the time will also receive an additional five (5) additional personal days per calendar year.

X.2 Hybrid employees will receive two (2) additional personal days.

X.3 An employee working remotely or hybrid will continue to be allowed to work remotely unless the employee transfers to an assignment that is not suitable or approved for remote or hybrid work or the duties of the work assignment or operational needs of the work unit are incompatible with remote or hybrid work. If the City notifies an employee that their hybrid or remote work schedule is incompatible with the duties of the work assignment or the operational needs of the work unit, it will document those specific reasons in writing to the employee. An employee will be given at least six weeks notice of a

⁴ Treats one AFSCME member differently than the bargaining unit for the purposes of standby

⁵ Current union proposal on this subject is contained in Schedule A

⁶ Current union proposal on this subject is contained in Schedule A

⁷ Discuss in Water side table

⁸ The Union understands that this LOA expired with a prior CBA and the reasons for its existence have long since passed.

return to office as well as either five (5) or two (2) personal days credited to their account based on the hours required in person. Should a person have extenuating circumstances to return to work, for example securing day care for small children, an extension will not be unreasonably denied.

Schedule "A" Pay Equity

Targeted Increases and Pay Equity Study Letter of Agreement

A. Effective upon ratification, the City will increase the pay grades and rates of pay all AFSCME represented classifications to parity with the same classifications not represented by AFSCME. Incumbents in the impacted classifications will retain their current step (i.e. Entry, 6 months, 1 year) and will step again on their next scheduled increase date. Employees impacted by this increase in pay grades and rates of pay will receive back pay to their first date of employment in the classification or to two years whichever is less. A list of impacted classifications is included in Attachment A including Hearings Clerk that is being moved from Attachment B to Attachment A.⁹

If the City agrees to higher pay grades and rates of pay with another bargaining representative for classifications shared with AFSCME (i.e. Construction Equipment Operator and Construction Equipment Operator CL) then it shall increase the AFSCME represented classification to the higher rate.

B. Effective upon ratification, the City will increase the pay grades and rates of pay of all AFSCME represented classifications listed below in Attachment B classifications by 4%. The paygrades and rates of pay for the listed classifications will be increased by an additional 4% effective January 1st, 2026 and again on January 1st, 2027.

C. Following ratification of the Collective Bargaining Agreement, the Union and the City will meet to evaluate internal pay equity for all classifications by July 1, 2025. This will be accomplished by comparing the compensation for employees in AFSCME represented job classifications with the compensation for employees in other City job classifications where the employees perform work of comparable character as defined by ORS 652.210(16). In circumstances where compensation for AFSCME represented employees is less, then their compensation shall be increased to the level of those classification performing work of comparable character.

Plans Examiner Residential Maximum Rate: Effective upon ratification the maximum rate of pay for the Plans Examiners Residential classification shall be no less than the maximum rate for the Commercial BI (Building Inspector II classification) For example if the maximum rate of pay for the Commercial BI is \$51.27 then the the maximum rate of pay of the Plans Examiner Residential classification shall be increased to that higher amount.

Schedule "A" COLA

Effective July 1, 2025, Wage rates will be revised as follows: Salary rates for classifications in the

⁹ Attachment A and B previously provided to the City on August 27, 2024 The Union has modified its position to remove Hearings Clerk from Attachment B to Attachment A.

bargaining Unit 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%)

Effective July 1, 2026, Wage rates will be revised as follows: Salary rates for classifications in th bargaining Unit 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%)

Effective July 1, 2027, Wage rates will be revised as follows: Salary rates for classifications in th bargaining Unit 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%)

In addition to the COLA on July 1, 2027, salary rates for classifications in the bargaining unit will be increased by an additional two percent (2%).

Miscellaneous Articles:

Article 8. Shift Differentials

Adjusting current shift differentials and maintaining tie to inflation

Shift	Eff. July 1, 2021 <u>Effective January 1, 2025</u>
Second/Swing	\$1.69 <u>\$3.50</u>
Third/Graveyard	\$2.25 <u>\$5.00</u>
Relief	\$2.25 <u>\$5.00</u>

Schedule "A" Premiums

Effective on ratification through December 31, 2027

1	No change
2	No change
3	No change other than remove reference to DCTU classifications
4	No change
5	Remove – applies to DCTU only
6	No change other than remove reference to DCTU classifications
7	No change 7 (a); remove reference to DCTU classifications in 7 (b)
8	Remove – applies to DCTU only
9	<p>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.</p> <ul style="list-style-type: none"> 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. C. <u>Portland Water Bureau employees in the AEO I - Saw Cutting, AEO II – Tractor Trailer, and AEO II - Sewer Vacuum, and any other classification performing saw duties AEO 3 Sewer Vacuum classification that are assigned have duties overseeing a helper will also receive be paid a premium of five percent (5%) of the employee’s base wage Crew Lead when overseeing responsible for one other person. When Any AFSCME 189 Classification is performing training duties of AEO Training, CDL Training, CEO Training they also receive 5% for all hours performing that duty.</u>
10	<p><u>Building Inspector IIs, Electrical Inspectors and Plumbing Inspectors assigned to the Residential Inspections Section of 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 inspections begin to use in the Residential Inspections Section</u></p>

	<p><u>in the Bureau of Development Services. Building or Housing Inspectors (including Seniors) who have requested the required ride along with a senior building inspector, after receiving their certification from the state, shall be scheduled within 30 days. Premium shall be paid out after 30 days of request for a ride along and receive premium pay during the ride along training.</u></p>
<p>11</p>	<p>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, <u>are released to perform</u>, and begin to use in the “Work without Permit Program” in the Compliance Services/Neighborhood Inspection Section in of the <u>Portland Permitting and Development (PP&D) Bureau of Development Services. Building or Housing Inspectors (including Seniors) who have requested the required ride along with a senior building inspector, after receiving their certification from the state, shall be scheduled within 30 days. Premium shall be paid out after 30 days of request for a ride along and receive premium pay during the ride along training.</u></p>
<p>12</p>	<p>Building Inspector IIs and Structural Inspectors who obtain, <u>are released to perform</u>, and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in <u>Portland Permitting and Development (PP&D) Bureau of Development Services</u> shall receive a premium of three percent (3%) added to the employee’s base wage for all hours worked. <u>Building or Housing Inspectors (including Seniors) who have requested the required ride along with a senior building inspector, after receiving their certification from the state, shall be scheduled within 30 days. Premium shall be paid out after 30 days of request for a ride a long and receive premium pay during the ride along training.</u></p>
<p>13</p>	<p>No change</p>
<p>14</p>	<p>14(a): Employees in the Water Operations Mechanic <u>and Water Distribution Worker</u> classifications 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.</p> <p><u>NEW: 14(d): Employees in the Automotive Equipment Operator II, Automotive Equipment Operator III and Construction Equipment Operator classifications who acquire and maintain a Water Bureau specific certification outside of job classification requirements (ie; Water</u></p>

	<p>Distribution, Water Treatment, NCCCCO Crane) will a receive five percent (5%) premium to their base wages for all hours worked. certification as a Water Distribution Level 1 Operator will receive two percent (2%) added to the employee's base wage for all hours worked.</p>
15	<p>Remove – applies to DCTU only</p>
16	<p>Inspectors working for Portland Permitting & Development in the 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.</p>
17	<p>Remove – applies to DCTU only</p>
18	<p>Remove – applies to DCTU only</p>
19	<p>Employees who work for the Bureau of Development Services <u>Portland Permitting and Development</u> 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 <u>at least two of the following specializations-</u> 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. <u>This premium is not to exceed two percent (2%).</u></p>
20	<p>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 <u>and Senior Housing Inspector</u> classifications who work in the Bureau of Development Services <u>Portland Permitting and Development</u>, a certification premium of two percent (2%) added to the base wage for all hours worked for each <u>certification they obtain and are released to perform permitted work inspections. Building or Housing Inspectors (including Seniors) who have requested the required ride along with a senior building inspector, after receiving their certification from the state, shall be scheduled within 30 days. Premium shall be paid out after 30 days of request for a ride along and receive premium pay during the ride along training. Additional certifications may include</u> Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certification they obtain and begin to use.</p>

AFSCME FINAL OFFER 1/3/25

21	No change
22	No change
23	No change
24	No change
City 12/12/24 – Longevity	Union Accepts City Proposal 12/17/24
City CDL Counter (12/12/24) <u>(incorporate CDL pilot premium into Schedule A premiums. See page 220 of CBA)</u>	Union Accepts City Proposal 12/17/24
AFSCME Living Wage Minimum (12/12/2024)	<u>Living Wage Minimum.</u> All employees covered under this agreement will earn no less than a living wage, as determined by the MIT living wage calculator for a single person, and updated annually on July 1st. ¹⁰ As of July 1, 2024 the Living Wage Rate is \$27.04.
PBOT Special Projects (12/12/2024) ¹¹	Accept City Proposal 12/17/24
AFSCME CDL Premium (12/12/2024)	Accept City Proposal 12/17/24
AFSCME Jail Side Premium (12/12/2024)	<u>Jailside Premium.</u> A differential of ten percent (10%) over base rate will be paid to employees who have been assigned to work in a correctional facility on the jail side. Jail side is defined as the part of the correctional facility where justice-involved incarcerated individuals may be encountered. An employee who routinely works jail side shall receive the premium on all hours worked. Employees who work in a correctional facility on an ad-hoc basis may receive this premium on hours worked on the jail side.
Parking Passes (10/8/2024)	Union formally withdraws
AFSCME Emergency Crew Premium (10/8/2024)	Union formally withdraws
AFSCME Crew Lead (10/8/2024)	See Union response to #9
Certification Premiums for Public Works Construction	Union formally withdraws

¹⁰ *Bargaining note: Current MIT living wage calculation is \$26.45 (Multnomah County) or \$27.04 (Portland-Vancouver-Hillsboro, OR). 20 (MC \$) / 22 (PDX \$) currently filled positions would be impacted by this change, 30 classifications. [wage info updated 7.23.24]

¹¹ Moved from PBOT LOA, Parking Enforcement Officers – Special Projects Premium, October 10, 2008, page 182 of the CBA.

AFSCME FINAL OFFER 1/3/25

Inspectors (10/8/2024)	
Residency Premiums (10/8/2024)	Union formally withdraws
*Senior Inspectors are eligible for the following premiums for which they are qualified: 2, 3, 4, 7, 9, 10, 11, 12, 16, 15, 19, 18, and 24 <u>3, 4, 9, 10, 11, 12, 16, 19, 24, and Longevity</u>	

AFSCME FINAL OFFER 1/3/25

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

page in current DCTU/AFSCME CBA	Date	Bureaus Topic
129	3/14/1989	Letters of Understanding/Agreement – All Bureaus Temporary Upgrades and Appointments
140	8/29/2022	BOEC BSA Standby Pay
146	12/20/2021	Environmental Services/Water CDL Premium *Strike out existing language referencing sunset.
182	10/10/2008	Transportation Special Projects
196	2/18/1986	Water UW operating concrete saw
200	6/29/2005	Water Alt Work Schedules for Water Security Specialists
206	1/2/2013	Water Schedules to provide for 24/7 coverage
220	12/20/2001	Environmental Services/Water CDL Premium *Strike out existing language referencing sunset.
N/A	5/15/2019	Housing LOA Exclusions from CBA as applies to Portland Housing Bureau
N/A	2016	GPS Data LOA
N/A	Not yet signed	WTOIII LOA (not finalized)
NA	Not Signed	BSA LOA Language from Modified Article 14

Union Accepts City’s Class Spec for Distribution System Technician proposed 12/19/2024.

Union Counters Wage Rate to Distribution System Technician-Trainee

ENTRY: \$25.47

6 MONTHS: \$27.94

Union Counters Wage Rate to Distribution System Technician

NEW ENTRY: \$34.37

NEW 6 MONTHS: \$36.08

Union Accepts City’s proposal on AEO3 Crane 12/19/24.

Union Proposes adopting LiUNA 483 AEO3 Sewer Vacuum Classification and Wage Rate replacing current AFSCME 189 AEO2 Sewer Vacuum Classification and Wage Rate.

Union Counters Wage Rate to Water Operations Mechanic Journeyman Wage

Year 1 Step increase on the scale (\$43.86) NEW Entry wage

Year 2 Step increase wage (\$45.18) NEW 6 Month wage¹²

Union Modifies Proposed CEO 2 Wage Rate Proposal

NEW ENTRY: \$43.29¹³

YEAR 1: \$44.59¹⁴

Union Counter City’s proposal on Residential Plans Examiners Wage Adjustment

Pay Scale	Position		Rate	Entry	6 Mont h	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
SCL02685	Plans Examiner, Commercial	BI	Hourly	46.41	48.72	51.13	53.72	55.34	57.01		
SCL02685	Plans Examiner, Commercial	BI	Biweekly	3,712.80	3,897.60	4,090.40	4,297.60	4,427.20	4,560.80		
SCL02685	Plans Examiner, Commercial	BI	Annual	96,532.80	101,337.60	106,350.40	111,737.60	115,107.20	118,580.80		
SCL02555	Plans Examiner, Residential	BI	Hourly	43.77	45.96	47.34	48.77	50.22	53.72	55.34	57.01
SCL02555	Plans Examiner, Residential	BI	Biweekly	3,501.60	3,676.80	3,787.20	3,901.60	4,017.60	4,297.60	4,427.20	4,560.80
SCL02555	Plans Examiner, Residential	BI	Annual	91,041.60	95,596.80	98,467.20	101,441.60	104,457.60	111,737.60	115,107.20	118,580.80

¹² Removes first two steps

¹³ 5% greater than 483 CEO

¹⁴ Greater than entry CEO II

ATTACHMENT A

Classification	Union	Entry	6 Months	Year 1	Year 2	Year 3	Year 4
Auto Equipment Operator II (Tractor Trailer & Sewer Vacuum) (Already Reclassed to AEO II)	Laborers	\$ 32.26	\$ 36.59	\$ 38.84			
Auto Equipment Operator II (Tractor Trailer & Sewer Vacuum) (Reclass to AEO III at pay consistent with Laborers AEOIII)	AFSCME	\$ 31.25	\$ 35.45	\$ 37.63			
Auto Equipment Operator I	Laborers	\$ 31.24	\$ 35.52	\$ 37.84			
Auto Equipment Operator I	AFSCME	\$ 29.42	\$ 33.46	\$ 35.65			
Carpenter	Laborers	\$ 39.38	\$ 41.34	\$ 43.41			
Carpenter	AFSCME	\$ 37.10	\$ 40.27	\$ 41.47			
Carpenter, Lead	Laborers	\$ 41.34	\$ 43.41	\$ 45.58			
Carpenter, Lead	AFSCME	\$ 38.89	\$ 42.27	\$ 43.56			
Concrete Finisher	Laborers	\$ 39.38	\$ 41.34	\$ 43.41			
Concrete Finisher, Apprentice	Laborers	\$ 34.02	\$ 35.55	\$ 36.70			
Concrete Finisher, Apprentice	AFSCME	\$ 31.52	\$ 34.08	\$ 34.51			
Concrete Finisher, Lead	AFSCME	\$ 38.89	\$ 42.27	\$ 43.56			
Construction Equipment Operator	Laborers	\$ 33.43	\$ 38.04	\$ 41.23			
Construction Equipment Operator	AFSCME	\$ 31.33	\$ 35.65	\$ 37.91	\$ 40.01		
Facilities Maintenance Tech	Laborers	\$ 41.69	\$ 45.02	\$ 46.39			
Facilities Maintenance Tech	AFSCME	\$ 40.50	\$ 43.73	\$ 45.06			
Facilities Maintenance Tech, Lead	Laborers	\$ 42.03	\$ 47.07	\$ 48.52			
Facilities Maintenance Tech, Lead	AFSCME	\$ 40.83	\$ 45.74	\$ 47.13			
<u>Hearings Clerk</u>	AFSCME Auditors	36.27					51.75
<u>Hearings Clerk</u>	AFSCME	31.46	34.06	35.86	37.6	40.15	41.37
Horticulturist	Laborers	\$ 32.61	\$ 37.23	\$ 39.39			
Horticulturist	AFSCME	\$ 31.67	\$ 36.15	\$ 38.26			
Horticulturist, Apprentice	Laborers	\$ 28.99	\$ 32.92	\$ 35.23			
Horticulturist, Apprentice	AFSCME	\$ 28.15	\$ 31.98	\$ 34.22			
Horticulturist, Lead	Laborers	\$ 34.22	\$ 38.99	\$ 41.34			
Horticulturist, Lead	AFSCME	\$ 33.24	\$ 37.87	\$ 40.17			
Laboratory Analyst I	Laborers	\$ 31.13	\$ 35.61	\$ 37.35	\$ 39.30		
Laboratory Analyst I	AFSCME	\$ 30.82	\$ 35.25	\$ 37.00	\$ 38.92		
Laboratory Analyst II	Laborers	\$ 33.41	\$ 38.10	\$ 39.99	\$ 42.01	\$ 44.10	
Laboratory Analyst II	AFSCME	\$ 33.09	\$ 37.73	\$ 39.60	\$ 41.60	\$ 43.68	
Laboratory Analytical Specialist	Laborers	\$ 37.97	\$ 42.15	\$ 44.03	\$ 47.12	\$ 50.40	
Laboratory Analytical Specialist	AFSCME	\$ 37.61	\$ 41.75	\$ 43.61	\$ 46.67	\$ 49.92	
Laborator Coordinator	Laborers	\$ 39.40	\$ 43.73	\$ 45.38	\$ 48.55	\$ 52.01	\$ 55.61
Laborator Coordinator	AFSCME	\$ 39.00	\$ 43.31	\$ 44.94	\$ 48.08	\$ 51.50	\$ 55.06
Maintenance Worker	Laborers	\$ 22.92					
Maintenance Worker	AFSCME	\$ 20.58					

AFSCME FINAL OFFER 1/3/25

Classification	Union	Entry	6 Months	Year 1	Year 2	Year 3	Year 4
Maintenance Worker Assistant	Laborers	\$ 17.30	\$ 17.73	\$ 20.08			
Maintenance Worker Assistant	AFSCME	\$ 16.32	\$ 17.54	\$ 19.88			
Parks Technician	Laborers	\$ 29.69	\$ 31.18	\$ 32.74	\$ 34.37	\$ 36.08	
Parks Technician*	AFSCME	\$ 30.68	\$ 33.32	\$ 34.85			
Parks Technician, Lead	Laborers	\$ 31.18	\$ 32.74	\$ 34.37	\$ 36.08	\$ 37.90	
Parks Technician, Lead*	AFSCME	\$ 32.26	\$ 35.03	\$ 36.57			
Storekeeper/Acquisition Specialist I	Laborers	\$ 29.86	\$ 33.99	\$ 36.57			
Storekeeper/Acquisition Specialist I	AFSCME	\$ 29.58	\$ 33.65	\$ 36.21			
Storekeeper/Acquisition Specialist II	Laborers	\$ 31.39	\$ 35.65	\$ 38.41			
Storekeeper/Acquisition Specialist II	AFSCME	\$ 31.09	\$ 35.31	\$ 38.04			
Storekeeper/Acquisition Specialist III	Laborers	\$ 35.49	\$ 40.63	\$ 42.85	\$ 44.07		
Storekeeper/Acquisition Specialist III	AFSCME	\$ 35.14	\$ 40.24	\$ 42.43	\$ 43.65		
Storekeeper/Acquisition Specialist, Lead	Laborers	\$ 35.49	\$ 40.63	\$ 42.85	\$ 44.07		
Storekeeper/Acquisition Specialist, Lead	AFSCME	\$ 35.14	\$ 40.24	\$ 42.43	\$ 43.65		
Utility Worker I	Laborers	\$ 29.32	\$ 31.90				
Utility Worker I	AFSCME	\$ 29.04	\$ 31.59				
Utility Worker II	Laborers	\$ 31.90	\$ 33.09	\$ 34.30			
Utility Worker II	AFSCME	\$ 31.59	\$ 32.76	\$ 33.97			

* Pay equity accomplished by year 3 step for Parks Tech to \$36.08 and Parks Tech Lead to \$37.90

Classification	Union	Entry	Entry to 5 Months	6 Months to 11 Months	12 Months to 17 Months	18 Months to 23 Months	24 Months to 29 Months	30 Months to 35 Months	36 Months to 41 Months	42 Months to 47 Months
Carpenter, Apprentice	Laborers	\$ 26.05		\$ 28.22	\$ 30.39	\$ 32.56	\$ 34.73	\$ 36.90	\$ 39.07	\$ 41.24
Carpenter, Apprentice	AFSCME		\$ 24.88	\$ 26.96	\$ 29.03	\$ 31.10	\$ 33.18	\$ 35.25	\$ 37.32	\$ 39.40
Facilities Maintenance Tech, Apprentice	Laborers	\$ 27.83		\$ 30.15	\$ 32.47	\$ 34.79	\$ 37.11	\$ 39.43	\$ 41.75	\$ 44.07
Facilities Maintenance Tech, Apprentice	AFSCME		\$ 27.04	\$ 29.29	\$ 31.54	\$ 33.80	\$ 36.05	\$ 38.30	\$ 40.55	\$ 42.81
Utility Worker II, Apprentice	Laborers	\$ 24.01		\$ 26.58	\$ 29.16	\$ 31.73				
Utility Worker II, Apprentice	AFSCME		\$ 23.78	\$ 26.33	\$ 28.87	\$ 31.42				

ATTACHMENT B

Pay Grade/Scale	Classification
SCL02300	Accountant I
SCL02530	Accountant II
SCL02600	Accountant III
SCL02677	Accountant IV
SCL02800	Housing Administrative Specialist, Sr
SCL02804	Housing Construction Coordinator
SCL02808	Housing Construction Coordinator, Sr
SCL02806	Housing Financial Analyst
SCL02802	Housing Financial Analyst, Assistant
SCL02415	Housing Inspector
SCL02625	Housing Inspector, Senior
SCL02808	Housing Lead Grant Program Coordinator
SCL02800	Housing Loan Compliance Analyst
SCL02802	Housing Loan Coordinator
SCL02806	Housing Loan Coordinator, Sr
SCL02802	Housing Management Assistant
SCL02810	Housing Portfolio Finance Coordinator
SCL02808	Housing Program Coordinator
SCL02804	Housing Program Specialist

AFSCME FINAL OFFER 1/3/25

Pay Grade/Scale	Classification
SCL02802	Housing Program Specialist, Assistant
SCL02050	Office Support Specialist I
SCL02090	Office Support Specialist II
SCL02255	Office Support Specialist III
SCL02260	Office Support Specialist, Lead
SCL02258	Police Administrative Support Spec, Sr
SCL02091	Police Administrative Support Specialist
SCL02045	Police Desk Clerk
SCL02092	Police Records Specialist
SCL02258	Police Records Training Coordinator
SCL02150	Procurement Specialist, Assistant
SCL02450	Procurement Specialist
SCL02640	Procurement Specialist, Sr

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

For ERB Use Only

Case No. ME-051-24

Date Filed: Jan.3, 2025

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.
2% ACROSS THE BOARD JULY 2027				\$1,509,666.79	\$1,509,666.79	2% increase on 6 months of payroll adjusted for 2.2% COLA on 7/1/25 and 1% COLAs each on 7/1/26 and 7/1/27.
Attachment A Targeted Wage Increases and Pay Equity:	6,779,323.28	\$214,323.20	\$214,172.80	\$224,342.40	\$652,838.40	*Total annual payroll for the group of employees that will be impacted by the increases identified in Attachment A. Cost of bringing employees in Attachment A to the new rates in year 1
Attachment A back Pay: 58 ees at top rate full 2 years, 30 ees req calc		\$906,291.00*	0.00	0.00	\$ 906,291.00	*This estimate was previously provided by the City which includes current and former employees.
Attachment B	\$22,863,466.31	\$1,234,444.27	\$2,518,266.32	\$3,853,441	\$7,606,151.59	* Sum total annual pay for the group of employees that will be impacted by the increases identified for attachment B. Accounts a 4% increase for the group in each year of the contract with 34.98% roll up and wage driven benefit costs
Living Wage (less Att B classes)	\$790,358.40*	182,467.40^	182,467.40	\$182,467.40	\$ 547,402.20	*Current total annual payroll of the employees impacted by living wage increase. ^Estimated cost to bring employees up to \$27.04 Currently there are at least 14 employees that do not meet the MIT estimate for a

						living wage in Multnomah County. Since MIT has not released its estimates for Living wage for 2025, 2026 or 2027 we are unable to provide an estimate of cost beyond the 2024 living wage..
Additional Personal Time (holiday) annual cost - In-person (5)	0.00	0.00	0.00	0.00	\$ 0.00	Replacement workers are not hired or is OT necessarily offered to other workers when employees take paid leave so there are no new labor costs. This is no different than when people are on vacation or on sick leave or holidays.
Additional Personal Time (holiday) annual cost - Hybrid (2)	0.00	0.00	0.00	0.00	\$ 0.00	Replacement workers are not hired or is OT necessarily offered to other workers when employees take paid leave so there are no new labor costs. This is no different than when people are on vacation or on sick leave or holidays.
Shift differential changes S/3.5; G/R 5.0 (diffs of swing 1.58, grave/relief 2.44)	\$63,366.00	\$56,433	\$56,433	\$56,433	\$169,299.00	diffs of swing 1.58, grave/relief 2.44
Longevity - 2% upon 10 years	0.00	\$785,234.00	894,211.19	1,037,304.82	2,716,750.01	Based off city's costing worksheet
Jailside - 10%	0.00	\$184,300.96	\$182,033.75	\$184,161.43	\$550,496.14	Based off city's costing worksheet
TOTAL (for each column)		\$ 3,563,493.83	\$ 4,047,584.46	\$7,047,816.84	\$14,658,895.10	

Note: Cost of Living Adjustments (COLA) for 2025, 2026 and 2027 are not included in this estimate because the City previously identified that the current COLA formula in these years is part of the status quo.