

**City of Portland**

**and**

**American Federation of State, County, Municipal Employees Local 189**

**CITY'S FINAL OFFER AND COSTING**

**January 3, 2025**

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

Article 1	Recognition
Article 6	Job Security & Outside Contracting
Article 8	Shifts
Article 9	Overtime
Article 14	Layoff/Recall
Article 17	Health and Life Insurance Benefit
Article 19	Family & Medical Leave
Article 23	Union Representation
Article 39	Effective Date and Duration of Agreement
Schedule A	COLA
Schedule A	Premiums
Schedule A	Wages
New Article	Protection of Bargaining Unit Work
New Article	In-Person Reporting
New Article	Water Bureau Addendum
LOAs	LOA Inclusion List

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

Article 2	Union Security	5/28/24
Article 3	Dues Checkoff	6/11/24
Article 4	Management Rights	11/5/24
Article 5	Productivity	8/27/24
Article 7	Work Schedules and Workweeks	9/24/24
Article 10	Reporting Pay & Minimum Pay	8/27/24
Article 11	Working Out of Classification	9/17/24
Article 12	Seniority	9/10/24
Article 13	Promotion	9/24/24
Article 15	Holidays	11/19/24
Article 16	Vacation	9/10/24
Article 18	Sick Leave	10/22/24
Article 20	Leaves of Absence	8/20/24

Article 21	Jury Duty and Witness Pay	6/11/24
Article 22	Safety-Sanitation	11/19/24
Article 24	Payday	6/11/24
Article 25	Strikes and Lockouts Barred	9/24/24
Article 26	Maintenance of Standards	6/25/24
Article 27	Wage Scales	11/19/24
Article 28	Recoupment of Overpayment/Underpayment	6/25/24
<del>Article 29</del>	<del>Tools</del>	TA Strike Out 5/28/24
Article 30	Clothing	10/8/24
Article 31	Unemployment Compensation	6/25/24
Article 32	Training, Schools, and Conventions	6/25/24
Article 33	Professional Development Fund	11/5/24
Article 34	Evaluations/Counseling	6/25/24
Article 35	Discipline and Discharge	11/5/24
Article 36	Grievance, Complaints & Arbitration	11/5/24
Article 37	Warrant of Authority	8/27/24
Article 38	Savings Clause	11/5/24
New Article	VEBA	12/12/24
New Article	Background Checks	8/6/24
New Article	Parking Enforcement Addendum	11/5/24
New Article	Portland Police Bureau Addendum	12/12/24

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

Preamble	Preamble
Schedule A	Hiring Above Entry
Schedule B	Schedule B

## Article 1. Recognition

- 1.1 The City recognizes ~~the Union~~ AFSCME Local 189 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, 1.1.6, 1.1.7 and 1.2 below excluding employees described in 1.1.4, 1.1.8, 1.1.9 and 1.1.10 of this Article.
- 1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off 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 Police Records Specialist ~~Trainee~~, Police Identification Technician ~~Trainee~~, Residential Plans Examiners, Commercial Plans Examiners, ~~Utility Worker Apprentices~~ Business Systems Analysts, and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. ~~Utility Worker Apprentices and Water Operations Mechanic Apprentices 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 Union and the affected employee. Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship.
- (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~~ two 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. If the probationary period is extended for any reason, one additional evaluation will be completed during the extension. 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 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 employees. The probationary period of ~~permanent~~ regular 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 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 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 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~~ in this bargaining unit 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~~ the Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.
- 1.1.7 **Limited Duration Employees.** Any appointment in a classification contained in Schedule A without regular status to the City. A Limited Duration appointment is an appointment to an identified classification through the Civil Service; and
- (A) To a permanent budgeted position that is vacant due to the incumbent's leave of absence and when the replacement employee's services will be needed for a period of two years or less; or
  - (B) A Limited duration position identified for a project with a specific work assignment intended for a limited term with an identifiable endpoint not to exceed twenty-four (24) months.

Standard Limited Duration appointments do not exceed twenty-four (24) months. A limited duration appointment may be extended beyond twenty-four (24) months up to an additional twelve (12) months after written notice has been provided to the Union and the appointment is for a project or assignment that is limited to a specific time or limited funding with a maximum duration of thirty-six (36) months. If there is a bona-fide reason for an additional extension of the Limited Duration Appointment beyond the thirty-six (36) months, the extension must be mutually agreed to.

Limited Duration employees may be released at any time without a showing of just cause.

This type of appointment is distinguished from a temporary appointment by the longer length of time and appointment through the Civil Service Process. Employees with a limited duration appointment receive the same vacation and sick leave, holiday pay, service credit, retirement and healthcare benefits as regular employees covered by this Agreement. Limited duration employees are not eligible for reemployment under the Administrative Rule on Reinstatement or Layoff and Recall under Article 14 of this Agreement.

Limited Duration employees shall be compensated in accordance with the wages set in Schedule A.

A limited duration appointment may not result in the replacement of a regular employee. If an employee in a limited duration appointment is subsequently permanently appointed to the classification, seniority begins the date of the permanent appointment although credit may be given for all accumulated limited duration service in that classification in the previous three (3) years for the purpose of determining salary range and anniversary date.

1.1.8 Employees certified to another bargaining unit.

1.1.9 Supervisory and confidential employees as defined by ORS 243.650.

1.1.10 Other employees excluded by written mutual agreement between the parties.

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 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. 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~~ the Union agree that either party may terminate this subsection at any time 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 6. Job Security and Outside Contracting

- 6.1 The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.
- 6.2 Any work which is performed by bargaining unit employees shall not be contracted out ~~unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered by a warrantee, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in~~ except pursuant to Article 6.3 and its subsections.
- 6.2.1 Bargaining unit work ~~shall~~ will not include work that the bargaining unit employees do not possess the skills or have the appropriate equipment to perform. Notwithstanding the above, the parties acknowledge that work processes and methods evolve. The City shall continue to provide employees with the necessary equipment and training to perform work that is a logical and reasonable advancement of the work covered by this agreement, provided the money to pay for the necessary equipment and/or skills is either within the bureaus' budget and they are authorized to spend it in this manner, or the expenditure is approved by City Council. Article 6.2 through 6.5 shall not apply to donations of property, facilities, services, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.
- 6.2.2 Article 6.2 through 6.5 shall not apply to projects designated for the City's Prime Contractor Development Program.
- 6.3 The City may contract out work under the following circumstances. The following definitions shall be used in determining the applicability of Article 6.



- 6.3.1 **Cost Savings:** The ability to perform the work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor.
- (A) If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union(s) concerned. Available cost comparison data must include City employee base wages and City employee and employer contributions in health, welfare, and pension costs for the classification(s) that would normally perform the work. The purpose of this subsection is for comparison only and shall not be considered a requirement upon a third-party contractor to provide these wages.
- 6.3.2 **Emergency:** An emergency is an event beyond the reasonable control of the City and work required by circumstances beyond the control of the City for which the City could not continuously maintain adequate resources to address. Examples of events that could be an emergency include, pre-plan including, but not limited to, acts of nature, weather-related emergencies, pandemic, civil unrest, loss of critical infrastructure, and mass displaced persons. The City may immediately hire contractors to address the emergency, and other emergencies.
- 6.3.3 **Statutory Requirement:** Work that is required to be contracted out by federal or state statute.
- 6.3.4 **Extreme Risk:** Work that has the potential to cause serious injury or death or serious damage to property is subject to extraordinary risk, which the City has historically contracted out. When the extreme risk is acute, the City may immediately hire contractors to address.
- 6.3.5 **Capital Improvement Projects:** Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price.
- 6.3.6 **Warranted:** Work provided by the vendor or manufacturer at no additional cost.
- 6.3.7 **Proprietary:** Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.
- 6.3.8 **Urgent:** Work that is extremely time sensitive and requires immediate response, which existing staffing level is unable to respond to without substantial disruption of workload assignment.
- 6.3.9 **Limited:** Work that requires no bidding under City Code (less than \$25,000

per job).

6.3.10 **Peak Load:** Work during a peak load, which existing staffing level is unable to cover in a timely manner without substantial disruption of workload assignment.

6.4 **Notice.** The City shall provide the Unions with access to all procurement requests submitted to Procurement Services for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.

6.4.1 The formal contract solicitation process applies to Construction/Public Improvement projects with an estimated value above \$100,000 and Goods and Services projects with an estimated value above ~~\$250,000~~ \$150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between ~~\$25,001~~ \$10,001 and \$100,000 and Goods and Services projects with an estimated value between ~~\$25,001~~ \$10,001 and ~~\$250,000~~ \$150,000.

6.4.2 The Union(s) shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A “reasonable opportunity” shall mean that the Union(s) may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date the project transmittal form is sent to the Union(s). If no request is made within ten (10) calendar days, the Union(s) have waived their right to discuss the matter. If requested in a timely manner, the Union(s) and the City must meet within ten (10) calendar days of receiving the Union(s)’s request for a meeting.

6.4.3 The City will post solicitations for Goods and Services contracts over ~~\$250,000~~ \$150,000 and Construction/Public Improvement contracts over \$100,000 on the City of Portland Online Procurement ~~system Center~~ website for a minimum of fourteen (14) calendar days.

6.4.4 The City shall provide the Unions with an after-the-fact quarterly report showing the following contracted services: professional services, repair and maintenance services, non-capital improvements, and miscellaneous services.

6.4.5 The City shall provide the Unions with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.

6.4.6 The Union(s) may request a quarterly meeting with bureau staff to discuss information provided under 6.4. The first quarterly meeting in each fiscal

year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

~~6.5 Article 6 Grievances. The parties agree to establish a Labor Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.~~

~~6.5.1 Committee Representatives shall review all grievances alleging a breach of Article 6 within thirty (30) calendar days of the City's written response at Level Two or the completion of mediation at Level Three.~~

~~6.5.2 If a majority of the Committee Representatives agree that the grievance has merit the Committee Representatives will establish an appropriate remedy and the matter should be considered resolved. If the Committee Representatives cannot agree on an appropriate remedy or fail to meet within the timelines specified above, the Union may appeal that grievance to arbitration in order to determine the appropriate remedy. If the Committee Representatives disagree that a grievance has merit the Union may appeal that grievance to arbitration. If a majority of the Committee Representatives agree that the grievance does not have merit the grievance shall be barred from arbitration and shall be considered withdrawn with prejudice. The Union must appeal that grievance to arbitration within fourteen (14) calendar days after the Committee Representative's decision.~~

~~6.5.3 If a grievance is filed under Article 6.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.~~

**Article 8. Shifts**

8.1 Shifts shall be defined by the following starting times:

<b>Shift</b>	<b>Starting no earlier than:</b>	<b>and no later than:</b>
Day	5:00 AM	11:59 AM
Second/Swing	12:00 PM	6:59 PM
Third/Nights	7:00 PM	4:59 AM

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

8.2 **Day Shift.** Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article ~~7.1~~ 7.2) with notice to the Union. Notwithstanding the above, the day shift for the Office of Management and Finance Distribution Technician and P&D Customer Service Representatives shall begin within the hours of 6:00 A.M. to 10:00 A.M. Changes may be made outside the above listed hours upon mutual agreement between the City and the Unions.

8.3 Employees scheduled on a second, third or relief shifts shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A for all hours worked on the second, third or relief shift:

8.3.1	The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.	<table border="0"> <thead> <tr> <th style="text-align: left;"><b>Shift</b></th> <th style="text-align: left;"><b><u>Eff. July 1, 2021 Upon Ratification</u></b></th> </tr> </thead> <tbody> <tr> <td>Second/Swing</td> <td><del>\$1.69</del> <u>\$2.00</u></td> </tr> <tr> <td>Third/Graveyard</td> <td><del>\$2.25</del> <u>\$3.25</u></td> </tr> <tr> <td>Relief</td> <td><del>\$2.25</del> <u>\$3.25</u></td> </tr> </tbody> </table>	<b>Shift</b>	<b><u>Eff. July 1, 2021 Upon Ratification</u></b>	Second/Swing	<del>\$1.69</del> <u>\$2.00</u>	Third/Graveyard	<del>\$2.25</del> <u>\$3.25</u>	Relief	<del>\$2.25</del> <u>\$3.25</u>
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8.3.2 Shift differential shall be adjusted to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for West-Size A (as measured by the annual change in the index between the 2<sup>nd</sup> half of the two (2) years previous and the 2<sup>nd</sup> half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.

~~8.4 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 workday results from unpaid absence during the regular workday for personal reasons.~~

- 8.4 Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those employees covered under sub section 8.6 of this Article. Each employee shall be assigned to a regularly scheduled workweek and shift unless changes are made by mutual agreement between the City and the affected Union.
- 8.5 **Relief Shifts.** Relief shifts shall be defined as:
- 8.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 8.5.2 Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 8.1 above.
- 8.5.3 The provisions of Article 8.5 do not apply to employees who are part-time.
- 8.6 The shift premiums provided for in 8.3 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of 8.3 shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.
- 8.7 **Lunch Periods.** Lunch Periods shall be scheduled by the City, and will allow the employee either thirty (30) minutes, forty-five (45), or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions.
- 8.7.1 No employee shall be required to begin their lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1 1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat their lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union.
- 8.7.2 Notwithstanding the above, when different lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a

mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.

8.7.3 Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.

8.8 Employees on swing or graveyard shift in the Portland Police Bureau who are required to attend mandatory in-service training may by mutual agreement with management adjust their starting and quitting time or take paid or unpaid leave for the first few hours of the shift in order to have at least ten (10) hours between shifts. (For example, an employee who works from 2345 to 0800 will attend mandatory in-service training instead from 0800 to 1700. The employee may, with management approval, adjust their next shift to 0300 to 1115 or take paid or unpaid leave to enable them to have a 10-hour relief period. A swing shift employee in a 4-10 schedule who normally works 1345 to 2400 may, with management approval, work 1145 to 2200 or take paid or unpaid leave to have a 10-hour relief period before the start of the in-service training the following day.)

8.8.1 Nothing in Article ~~8.9~~ 8.8 is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.

## Article 9. Overtime

- 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 workweek.
- 9.2 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 workday results from unpaid absence during the regular workday for personal reasons. Nothing in this Article limits an employee's ability to flex their time in accordance with Article 7.9.
- 9.3 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 for hours worked in excess of forty (40) hours in an FLSA workweek. These employees are not subject to the provisions of Article 9.5 and any hours not worked such as vacation, compensatory time, and sick leave do not count in the forty (40) hour calculation, however, City-paid holidays will count in the forty (40) hour calculation. ~~not be eligible for overtime or compensatory time, except as specified in Article 9.2.1.~~
- ~~9.3.1 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.~~
- 9.4 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- with the exception of Housing classifications, who may only earn compensatory time.
- 9.5 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.
- 9.6 Shift premiums will be included in overtime computations as required by Federal Law.

- 9.7 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.
- 9.8 **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.
- 9.8.1 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.
- 9.9 **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.
- 9.10 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.
- 9.11 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.
- 9.12 **Compensatory Time Off.** Employees who receive compensatory time 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 one hundred twenty (120) hours per calendar



year. The compensatory time off shall be taken at a time mutually agreed upon by the employee and the employee's supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year unless the employee and the bureau agree to a cash payout. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year. ~~eighty (80) hours at any given time.~~

- 9.12.1 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.
- 9.12.2 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.
- 9.12.3 Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.
- 9.12.4 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.
- 9.12.5 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.
- 9.13 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.
- 9.14 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.

9.15 There shall be no pyramiding of overtime rates.

9.16 **Qualified Citywide Closures. Essential Employees.** ~~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 of the Mayor's designee 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 designee declares the 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 9.16.1 will apply and Article 9.16.2 will apply in the event of a sustained Citywide Closure. 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.~~

9.16.1 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.

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

**9.16.3 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, and there is not City facility where the employee may perform work, then;

i. The employee will 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 expected 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.

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.

## 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
- 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 within thirty (30) days of the delay.

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 14.5 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 reemploy 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 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, 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, so long as the new rate is consistent with the City's Pay Equity Policy.
- 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.

## 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 fifteen (15) ~~fourteen (14)~~ members. One member shall be appointed from each of the following labor organizations: the American Federation of State County and Municipal Employees, Local 189 (AFSCME), 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.

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:~~

<del>City Contribution</del>	<del>One Party</del>	<del>\$117.26 per payday</del>
<del>Two Party</del>	<del>\$93.59 per payday</del>	
<del>Family</del>	<del>\$72.86 per payday</del>	

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 federal 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.

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

17.10 **Transportation Benefit.** The City shall continue to provide the TRIP reduction program.

## Article 19. Federal, State, and City Family and Medical Leave

- 19.1 ~~To provide employees the opportunity to balance their family commitments with their employment obligations, t~~ The City shall will grant employees leave in accordance with Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA), ~~and~~ the Oregon Family Leave Act (OFLA) and Human Resources Administrative Rules for Family and Medical Leave, as designated in the City's Human Resources Administrative Rules. For purposes of Family Leave, the City agrees that “spouse” includes “domestic partner.
- 19.2 Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.
- 19.3 During periods of leave covered by FMLA and/or OFLA the Oregon Family Leave, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 18 except as indicated below in this ~~Article~~ article.
- 19.3.1 Notwithstanding the provisions of Article 19.3 above, an employee may reserve all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from family leave ~~Family Leave~~.
- 19.3.2 If an employee has qualified for family leave, the employee may use sick leave in cases of qualifying conditions as defined by federal and state law a ~~“serious health condition” (as defined in state law)~~ in the employee’s immediate family ~~(as defined in ORS state law~~ including domestic partner as defined in the Human Resources Administrative Rules. ~~this Labor Agreement~~). If the duration of the employees’ family leave is longer than the amount of the employees’ accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per ~~calendar~~ year.



19.4 **City Paid Parental Leave.** Per City Human Resources Administrative Rules HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. ~~See HRAR 6.05 for additional information.~~ Should the provisions of the HRAR 6.05 change, the City and Unions will meet to negotiate over the impact of the change(s). ~~Changes shall be recommended by the Labor/Management Benefits Committee and approved by City Council.~~

19.5 **State Paid Leave.** Under Paid Leave Oregon (PLO) or Washington Paid Family and Medical Leave (WA PFML), employees may be eligible to take a leave of absence with partial or full-wage replacement provided by the State. If an employee elects to take a leave of absence covered by PLO or WA PFML, and the employee chooses to top off, an employee may elect the order in which they use their accrued leaves or elect to not use their accrued leaves to supplement their PLO or WA PFML benefit. PLO or WA PFML benefits may exceed one hundred percent (100%) of an employee's regular income without penalization or recoupment by the City. Paid time off will accrue only on the monies paid by the City that the employee has elected to access to supplement PLO benefits. PLO benefits paid by the state will not accrue paid time off.

19.6 **Non-City Parental Leave.** In addition to Parental Leave described in Article 19.4, employees may be eligible for leave under FMLA and Oregon or Washington law for the care of an infant or newly adopted child or for a newly placed foster child. ~~In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or a child under 18 years of age newly placed through a legal guardianship order, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability ("parental leave"):~~

~~19.6.1 Employees may take parental leave covered under FMLA/OFLA and any additional leave granted by contract in a continuous block of time. Employees may request to take their FMLA/OFLA parental leave intermittently or on a reduced schedule. Management shall approve requests submitted 30 days or more in advance; requests submitted less~~

~~than 30 days in advance will be by mutual agreement. All parental leave, including any additional leave granted by contract, must be taken within a year of the date of birth, adoption, or custody of the child.~~

~~19.6.2 Such employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.~~

19.7 **Extended Parental Leave.** If an employee exhausts their City Paid Parental Leave and their State Paid Parental Leave under PLO/WAPFML, an ~~An~~ additional period of unpaid leave or accrued vacation ~~will shall~~ be granted upon written notification request to extend the period of their Parental Leave. However, the total of all paid and unpaid leaves must not exceed to a total of six (6) months.

19.7.1 The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

## 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 to perform union activities in accordance with 23.4 and its sub-articles during work hours. ~~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~~ Only the exclusive representative may identify bargaining unit members to serve as designated representatives for the duration of the contract. The Union will update the

~~City quarterly in writing of changes in representatives. For affiliates with more than two hundred fifty one (251) members, the exclusive representative may identify~~ The Union may designate 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 ~~exclusive~~ Union 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 performing designated activities under Reasonable Paid Time will do so during their regularly scheduled working hours. ~~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 unless by mutual agreement.

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 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, 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, ~~may shall~~ 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 134.98% ~~132.8%~~ of the employee's normal hourly wage and includes 26.12% ~~24.36%~~ for PERS, 6.2% for SSI, 1.45% for Medicare, and 0.8237% ~~0.7887%~~ 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. ~~Such paid leave shall be counted as leave without pay and~~ 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 reasonable time off to conduct full-time union business and ~~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 shall, upon fifteen (15) calendar days' written notice be granted a union leave of absence and will be maintained on the payroll. The employee will receive their salary 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 this Release time. The City will permit a maximum of two employees at any given time to be released under this Article. without pay. 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. Employee shall be allowed to examine their personnel file upon request. Employee 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.~~

23.13.2 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.

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

23.15 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.

23.15.2 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.

23.15.3 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.

## New Article: In-Person Reporting

X.1 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.

X.2. If the City determines that a position's hybrid or remote work location status is incompatible with the duties of the work assignment or the operational needs of the work unit, an employee will be given at least two weeks' notice of a return to office. Routine hybrid/remote work may require an employee be present at a City facility, however Management will provide as much advance notice as possible.

## New Article - Protection of Bargaining Unit Work

X.1 The City agrees that the primary function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the City agrees that supervisors and other employees of the City who are not members of AFSCME Local 189 bargaining unit will not perform, as their primary duties, Local 189 bargaining unit work<sup>1</sup> on an ongoing basis, except:

(A) In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations including Peak Load and Urgent as defined in Article 6;

(B) In the instruction or training of employees, including demonstrating safety and the proper method to accomplish the task assigned.

(C) Nothing in this article supersedes the language in Article 6.

X.2 (a) As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or services to the City by various segments of its community. Such programs may result in individuals performing work for the City that is considered bargaining unit work. Such programs include, but are not limited to, youth training and/or employment programs, adult training and/or employment programs, vocation rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes.

(b) The City shall have the right to implement new internship or related public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such new or expanded<sup>2</sup> program implementation involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City will

<sup>1</sup> BARGAINING NOTE: Bargaining work is defined as work done exclusively by AFSCME Local 189 employees and no other City employees or agents and does not include general duties, such as answering phones, making copies, ect.

<sup>2</sup> BARGAINING NOTE: 'Expanded' means a change in description of work different than the original job description or an increase in responsibility/level of autonomy beyond what was originally defined.

engage in discussions with the Union on concerns raised by the Union. Creation of an internship or related public employment program shall not result in;

- 1) a layoff of regular employees covered by this Agreement, or
- 2) the elimination of a regular budgeted position covered by this Agreement that recently had been occupied by a regular employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

## Water Bureau Addendum

### **Standby**

1. The Bureau may require employees in the Maintenance and Construction Group to standby during their off- duty hours.
  
2. If the Bureau requires an employee to standby 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. Employees who are assigned standby time 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. Work performed while on standby will be paid in accordance with Article 10.2 and its subsections of the Agreement.
  
5. 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 standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.
  
6. The employee on standby 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.
  
7. If an employee is called back to work, either under a standby 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.
  
8. When persons in a District are not able to work Standby, and standby coverage is needed from persons outside of the District, the established process for overtime equalization will be utilized.



## Water Treatment Operators

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~~

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 workdays, 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 workdays, three (3) days off, and two (2) ten (10) hour workdays.
- e. The Water Treatment Operators on Maintenance Relief 1 Shift will work a weekly schedule of one (1) twelve (12) hour workday, three (3) days off, one (1) ten (10) hour workday, and two (2) nine (9) hour workdays.
- f. The Water Treatment Operators on Maintenance Relief 2 Shift will work a weekly schedule of four (4) ten (10) hour workdays followed by three (3) days off.

- g. The Lusted Hill Operator will work a weekly schedule of one (1) ten (10) hour workday, three (3) days off, and three (3) ten (10) hour workdays.
  - h. The Lead Operator will work a bi-weekly schedule of one (1) nine (9) hour workday, one (1) eight (8) hour workday, two days off, four (4) nine (9) hour workdays, 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 8:00p.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 workday for personal reasons.
  11. Article 8.3 of the ~~DCTU~~ contract does not apply and is expressly waived.

12. 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.

### **Water Distribution Worker Transition<sup>1</sup>**

1. No current employee shall be required to move to the WDW classification as a requirement to maintain their employment in the PWB.
2. Any Automotive Equipment Operator (AEO) I, Utility Worker I & II's employed in the Maintenance & Construction division who has obtained journey status as a Utility Worker II will be afforded the opportunity to promote to Water Distribution Workers subject to the terms of this agreement.
3. AEO I, Utility Worker I & II's employed in the Maintenance & Construction Division as of October 1, 2025 may elect to join the Water Distribution Worker (or Water Distribution Worker Trainee for existing Utility Worker II, Trainee) classification at any time prior to October 1, 2025 and the Bureau will request to reclassify the employee to the new classification when they become qualified and elect to join the new classification. Qualified employees as described above will be granted status into the Water Distribution Worker classification without a competitive process.
4. AEO I, Utility Worker I & II's employed within the Water Bureau who elect to promote to WDW will maintain seniority at the Journey date of Utility Worker II classification. The seniority date for employees moving into the WDW series from outside the Water Bureau will equate to the date the employee enter the WDW classification in the Water Bureau.
5. A current Water Bureau AEO I or Utility Worker II, who has achieved the top pay step within the AEO I or UW II classification shall be placed at the top step of the WDW pay range and their JCAD will reset.
6. Employees not at top step will be mapped to the to same level on the new scale as the employees' current level in the AEO I, Utility Worker I & II classifications and the employees will retain their current JCAD to determine the next step increase date.
7. Current City employees from outside the Water Bureau within the AEO1 and UWII classifications shall be placed into the WDW, Trainee classification at entry or will require Pay Equity to support placement above entry.
8. A Utility Worker II who was previously legaced into the Utility Worker II

<sup>1</sup> Bargaining Note: Current LOA dated February 2023

classification without acquiring a Commercial Driver's License will be eligible to join the new classification (WDW) without meeting the Commercial Driver's License requirement.

9. The Utility Worker II, Apprentice Eligible list in existence as of March 1, 2022 may be used for the selection of Water Distribution Worker, Trainees until it is replaced.
10. Utility Worker, Apprentices hired after December 1, 2021 will be reclassified to Water Distribution Worker, Trainee.
11. AEO I's employed within the Water Bureau as of March 1, 2020 shall maintain first right of refusal for any bid opening that is a result of an AEO I vacancy.
12. AEO I's employed within the Water Bureau as of March 1, 2022 shall be eligible to bid on the work location of any open WDW opportunity and bids will be awarded based on seniority as defined in the Labor Agreement. If there are already two (2) AEO I's in the work unit where the WDW bid is open, the City may decline to select an AEO I who bids on that opportunity. An AEO I who wins the bid will remain an AEO I and be moved to the new work location. Nothing in this agreement shall limit the City's utilization of the 25% rule outlined in Article 12.3.
13. A WDW leading a crew will receive an upgrade to WOM if the work involved requires equipment and an excavation greater than 24" in depth.
14. A WDW leading a crew for all paving operations will be upgraded to Street Maintenance Crew Leader.
15. E-crew and urgent responder duties shall remain the work of WOM. This is not intended to limit the Bureau from upgrading a WDW if a response is required.
16. When a planned overtime, emergency overtime, or standby opportunity callout requires the use of the general callout list or equivalent for operators of equipment with two or more rear axles, personnel in the Automotive Equipment Operator I classification employed prior to March 1, 2022 will be offered the OT before Water Distribution Worker.
17. When a planned overtime, emergency overtime, or standby opportunity callout requires the use of the general callout list or equivalent for ground personnel to assist in the completion of the job and both a journey Utility Worker II and a journey Water Distribution Worker would be qualified to do the work, a blended list of both classifications will be used for the purpose of overtime equalization.

### **Internal-Only Recruitment Process for Customer Accounts Specialist (CAS) Vacancies<sup>2</sup>**

This agreement establishes a formal internal-only recruitment process for filling vacant positions in the Customer Accounts Specialist (CAS) classification within the Bureau of Water Works' Customer Service Group. This approach ensures that CAS vacancies are filled through a

<sup>2</sup> The intent is to replace the LOA on page 199 of the current DCTU holiday.

structured internal selection process, providing equitable access to job opportunities for current employees.

## Terms and Conditions

### 1. Internal-Only Recruitment Process:

**Posting Requirements:** All CAS vacancies will be posted internally to Customer Service Group employees before any external recruitment efforts are made. The internal posting period will last at least ten business days, giving all eligible employees the opportunity to apply.

**Eligibility:** All Customer Service Group employees in good standing and meeting the minimum qualifications for the CAS role are eligible to apply. No minimum tenure in the CAS classification is required, allowing newer employees the chance to compete for open positions.

### 2. Evaluation Criteria:

**Standardized Interview and Assessment:** A standardized interview and assessment process will be conducted for all CAS applicants, focusing on qualifications, relevant experience, customer service skills, and job performance.

**Objective Criteria:** Candidate evaluation will include objective criteria such as customer service interaction quality, adherence to service-level agreements (SLAs), and attendance records.

**Feedback and Development:** Candidates will receive feedback on their applications to support continuous development and readiness for future opportunities.

### 3. Selection and Transparency:

**Selection Panel:** A selection panel composed of managers, supervisors, and/or representatives from the Customer Service Group will review applications and conduct interviews, ensuring consistency and fairness in the selection process.

**Results Communication:** Candidates will be informed of the selection outcome and may request a feedback session to understand areas for improvement. This feedback will be provided by a panel member to help candidates prepare for future opportunities.

### **Article 39. Effective Date and Duration of Agreement**

- 39.1 This Agreement, effective January 1 ~~2025~~ ~~2024~~, or upon ratification by both parties, shall remain in full force and effect through December 31, 2027 ~~2024~~.
- 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 Union ~~DCTU~~ agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

## Schedule "A" COLA

**Effective upon ratification, if an employee did not receive a classification wage adjustment of at least one percent (1%), then a one percent (1%) across-the-board (ATB) increase applies.**

~~**YEAR ONE—Effective July 1, 2021.**~~ Effective and retroactive to July 1, 2021, Schedule "A" wage rates will be increased by one point six percent (1.6%).

~~**YEAR TWO—Effective July 1, 2025 2022,**~~ Schedule "A" wage Wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, ~~2025 2022~~ to June 30, ~~2026 2023~~ 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 2020 and the 2nd Half 2021) 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, 2026 2023,**~~ Schedule "A" wage Wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2023 to June 30, 2024 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 2021 and the 2nd Half 2022) 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%).

**Effective July 1, 2026, a one percent (1%) ATB increase for all classifications covered under Schedule A.**

~~**YEAR FOUR—Effective July 1, 2027 2024,**~~ Schedule "A" wage Wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2024 to June 30, 2025 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 2022 and the 2nd Half 2023) 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%).

~~An additional two percent (2%) across the board increase for all employees effective July 1, 2024.~~

~~Effective upon ratification by both parties, a one time bonus of three thousand dollars (\$3,000) will be given to all active employees in the bargaining unit as of the date of ratification.~~

### 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 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. 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.
  - c. Portland Water Bureau employees in the AEO I - Saw Cutting, and AEO II - Sewer Vacuum, classification that are assigned duties overseeing a helper will be paid a premium of five percent (5%) of the employee’s base wage when responsible for one other person.
10. Building Inspector IIs assigned to the Residential Inspections Section of Portland Permitting and Development (PP&D), Electrical Inspectors, and Plumbing Inspectors 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. ~~to begin to use in the Residential Inspections~~

~~Section in the Bureau of Development Services.~~

11. 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, are released to perform, and begin to use in the "Work without Permit Program" in the Compliance Services/Neighborhood Inspection Section of the Portland Permitting and Development (PP&D) Bureau of Development Services.
12. Building Inspector IIs and Structural Inspectors who obtain, are released to perform, and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Portland Permitting and Development (PP&D) Bureau of Development Services shall receive a premium of three percent (3%) added to the employee's base wage for all hours worked.
13. 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.
14. 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 in the Automotive Equipment Operator II and Construction Equipment Operator classifications who acquire and maintain certification as a Water Distribution Level 1 Operator will receive two percent (2%) added to the employee's base wage for all hours worked.
- e. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~15. 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 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. 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 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.~~
- 16. 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.
- 17. ~~National Institute for Automotive Service Excellence (NIASE) Certification:~~
  - ~~a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NIASE, 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 NIASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive \$36.92 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive \$48.46 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive \$60.00 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 NIASE, shall receive \$36.92 per FLSA workweek.~~
  - ~~d. The City shall 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.~~
- 18. ~~The City shall 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 for all hours worked.~~
- 19. 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%).

20. 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 and Senior Housing Inspector classifications who work in the Portland Permitting & Development Bureau of Development Services a certification premium of two percent (2%) added to the base wage for all hours worked for each certification they obtain and are released to perform permitted work inspections. ~~additional~~ Additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certification they obtain and begin to use.
21. 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.
22. 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.
23. 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.
24. 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.
25. Effective upon ratification and upon completion of their tenth consecutive year of service as a permanent 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.
26. 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 AFSCME represented classifications only:

o Water Operations Mechanic

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.

27. The Parking Enforcement Manager shall be authorized to assign "Special Projects" work similar to that identified in Recital C above<sup>1</sup>, 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%).

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

<sup>1</sup> Per LOA Recital C, 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 barcode signage, compiling statistics from the Service Request program, and compiling statistics for spreadsheets.

		Current Scales										PROPOSED Proposed Scales									
Class #	Classification	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8
30003400	311 Customer Service Rep I	24.37	26.42	29.37	31.49	34.09	35.16					24.61	26.68	29.66	31.80	34.43	35.51				
30003401	311 Customer Service Rep II	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91				
30000062	Accountant I	31.79	33.55	35.27	37.63	38.77	41.77					32.11	33.89	35.62	38.01	39.16	42.19				
30000063	Accountant II	35.86	38.96	40.59	42.29	43.81	45.14					36.22	39.35	41.00	42.71	44.25	45.59				
30000064	Accountant III	39.48	42.89	44.70	46.60	48.22	49.64					39.87	43.32	45.15	47.07	48.70	50.14				
30002283	Accountant IV	42.45	46.14	48.02	50.12	51.83	53.38					42.87	46.60	48.50	50.62	52.35	53.91				
30000061	Accounting Technician	22.73	26.01	27.25	29.18	31.67	32.62					22.96	26.27	27.52	29.47	31.99	32.95				
30000102	Automotive Equip Oper II: Sewer Vacuum	31.25	35.45	37.63								32.26	36.59	38.84							
30000104	Automotive Equip Oper II: Tractor-Trail	31.25	35.45	37.63								32.26	36.59	38.84							
<b>New!</b>	Automotive Equip Oper III: Crane	31.25	35.45	37.63								35.15	38.19	41.05							
30000101	Automotive Equipment Oper I	29.42	33.46	35.65								31.24	35.52	37.84							
30000175	Building Inspector I	40.73	42.75	44.89	46.98							41.14	43.18	45.34	47.45						
30000173	Building Inspector II	46.56	48.91	51.27	53.87							47.03	49.40	51.78	54.41						
30000174	Building Inspector, Sr	52.28	54.90	57.67	60.49							52.80	55.45	58.25	61.09						
30000176	Building Inspector/Plans Examiner Trnee	22.13	23.26	24.40	25.61							22.35	23.49	24.64	25.87						
30001583	Bus Driver	31.25	35.45	37.63								31.56	35.80	38.01							
30003010	Business Systems Analyst I	41.37		43.44	45.61	47.91	50.32	52.83	55.49	58.25		41.78		43.87	46.07	48.39	50.82	53.36	56.04	58.83	
30003011	Business Systems Analyst II	46.44		48.77	51.19	53.75	56.45	59.27	62.23	65.34		46.90		49.26	51.70	54.29	57.01	59.86	62.85	65.99	
30003012	Business Systems Analyst III	53.41		56.08	58.87	61.82	64.90	68.15	71.55	75.13		53.94		56.64	59.46	62.44	65.55	68.83	72.27	75.88	
30000110	Carpenter	37.10	40.27	41.47								39.38	41.34	43.41							
30000111	Carpenter Lead	38.89	42.27	43.56								41.34	43.41	45.58							
30000109	Carpenter, Apprentice	24.88	26.96	29.03	33.18	37.32						26.05	28.22	30.39	34.74	39.07					
30000066	Claims Technician	29.96	32.56	34.49	36.36	38.53	39.70					30.26	32.89	34.83	36.72	38.92	40.10				
30000065	Claims Technician, Assistant	23.26	26.71	28.02	30.00	32.57	33.51					23.49	26.98	28.30	30.30	32.90	33.85				
30000183	Code Specialist I	23.54	25.59	27.23	28.83	30.43	31.33					23.78	25.85	27.50	29.12	30.73	31.64				
30000184	Code Specialist II	30.92	33.55	35.49	37.27	39.74	40.91					31.23	33.89	35.84	37.64	40.14	41.32				
30000186	Code Specialist III	33.32	36.21	38.14	40.15	42.43	43.68					33.65	36.57	38.52	40.55	42.85	44.12				
30000187	Code Specialist, Lead	33.32	36.21	38.14	40.15	42.43	43.68					33.65	36.57	38.52	40.55	42.85	44.12				
30000182	Code Specialist, Trainee	22.44										22.66									
30000170	Combination Inspector	49.68	52.19	54.73	57.54							50.18	52.71	55.28	58.12						
30000107	Concrete Finisher	37.10	40.27	41.47								39.38	41.34	43.41							
30000106	Concrete Finisher, Apprentice	31.52	34.08	34.51								34.02	35.55	36.70							
30000108	Concrete Finisher, Lead	38.89	42.27	43.56								41.34	43.41	45.58							
30000105	Construction Equipment Operator	31.33	35.65	37.91	40.01							33.43	38.04	41.23							
30000309	Crime Prevention Program Administrator	31.96	34.82	36.89	38.75	41.62	42.85					32.28	35.17	37.26	39.14	42.04	43.28				
30000308	Crime Prevention Rep	29.06	31.63	33.53	35.21	37.80	38.92					29.35	31.95	33.87	35.56	38.18	39.31				
30000017	Customer Accounts Specialist I	24.37	26.42	29.37	31.49	34.09	35.16					24.61	26.68	29.66	31.80	34.43	35.51				
30000018	Customer Accounts Specialist II	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91				
<b>New!</b>	Customer Accounts Specialist III											30.50	33.17	35.04	36.84	39.26	40.45				
<b>New!</b>	Customer Accounts Specialist IV											32.03	34.83	36.79	38.69	41.22	42.47				
30000041	Distribution Technician	27.71	31.57	33.97								27.99	31.89	34.31							
30000042	Distribution Technician, Lead	29.08	33.13	35.63								29.37	33.46	35.99							
30000045	Electronic Pre-Press Operator	29.66	32.27	34.41	35.48	37.09						29.96	32.59	34.75	35.83	37.46					
30000046	Electronic Pre-Press Operator, Lead	34.08	37.09	38.96	40.8	42.7						34.42	37.46	39.35	41.21	43.13					
30000236	Electronics Technician II: Commun	44.38	46.6	48.93								44.82	47.07	49.42							
30000835	Emerg Commun Support Specialist	22.73	26.01	27.25	29.18	31.67	32.62					22.96	26.27	27.52	29.47	31.99	32.95				
30000050	Evidence Control Specialist	31.09	35.31	38.04								31.40	35.66	38.42							
30000051	Evidence Control Specialist, Lead	35.14	40.24	42.43	43.65							35.49	40.64	42.85	44.09						

Class #	Classification	Current Scales											PROPOSED Proposed Scales									
		EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	
		30000711	Facilities Maint Dispatch/Scheduler	29.76	32.74	35.21	37.84	41.63	45.8					30.06	33.07	35.56	38.22	42.05	46.26			
30003377	Facilities Worker	31.59	32.76	33.97								31.91	33.09	34.31								
30000028	Hearings Clerk	31.46	34.06	35.86	37.6	40.15	41.37					42.08	43.34	44.65	45.98	47.35	50.25	51.75				
30000252	Horticulturist	31.67	36.15	38.26								32.61	37.23	39.39								
30000251	Horticulturist, Apprentice	28.15	31.98	34.22								28.99	32.92	35.23								
30000253	Horticulturist, Lead	33.24	37.87	40.17								34.22	38.99	41.34								
30001589	Housg Comnty Outreach & Informtn Rep, Sr	43.44		45.24	47.11	49.04	51.05	53.11	55.3	57.59		43.87		45.69	47.58	49.53	51.56	53.64	55.85	58.17		
30001592	Housing Administrative Specialist, Sr	34.89		36.32	37.81	39.35	40.96	42.67	44.42	46.23		35.24		36.68	38.19	39.74	41.37	43.10	44.86	46.69		
30001590	Housing Business Systems Analyst	46.44		48.77	51.19	53.75	56.45	59.27	62.23	65.34		46.90		49.26	51.70	54.29	57.01	59.86	62.85	65.99		
30001591	Housing Business Systems Analyst, Asst	41.37		43.44	45.61	47.91	50.32	52.83	55.49	58.25		41.78		43.87	46.07	48.39	50.82	53.36	56.04	58.83		
30001361	Housing Construction Coordinator	39.35		40.97	42.69	44.43	46.24	48.14	50.13	52.19		39.74		41.38	43.12	44.87	46.70	48.62	50.63	52.71		
30001362	Housing Construction Coordinator, Sr	43.44		45.24	47.11	49.04	51.05	53.11	55.3	57.59		43.87		45.69	47.58	49.53	51.56	53.64	55.85	58.17		
30001587	Housing Financial Analyst	41.37		43.05	44.81	46.63	48.58	50.54	52.64	54.8		41.78		43.48	45.26	47.10	49.07	51.05	53.17	55.35		
30001588	Housing Financial Analyst, Assistant	37.51		39.02	40.65	42.29	44.05	45.83	47.72	49.7		37.89		39.41	41.06	42.71	44.49	46.29	48.20	50.20		
30000171	Housing Inspector	36.52	39.74	41.74	43.85	46.24						36.89	40.14	42.16	44.29	46.70						
30000172	Housing Inspector, Sr	48.2	50.6	53.09	55.77							48.68	51.11	53.62	56.33							
30001367	Housing Lead Grant Program Coordinator	43.44		45.24	47.11	49.04	51.05	53.11	55.3	57.59		43.87		45.69	47.58	49.53	51.56	53.64	55.85	58.17		
30001369	Housing Loan Compliance Analyst	34.89		36.32	37.81	39.35	40.96	42.67	44.42	46.23		35.24		36.68	38.19	39.74	41.37	43.10	44.86	46.69		
30001364	Housing Loan Coordinator	37.51		39.02	40.65	42.29	44.05	45.83	47.72	49.7		37.89		39.41	41.06	42.71	44.49	46.29	48.20	50.20		
30001365	Housing Loan Coordinator, Sr	41.37		43.05	44.81	46.63	48.58	50.54	52.64	54.8		41.78		43.48	45.26	47.10	49.07	51.05	53.17	55.35		
30001596	Housing Management Assistant	37.51		39.02	40.65	42.29	44.05	45.83	47.72	49.7		37.89		39.41	41.06	42.71	44.49	46.29	48.20	50.20		
30001363	Housing Portfolio Finance Coordinator	45.71		47.59	49.54	51.54	53.67	55.89	58.17	60.57		46.17		48.07	50.04	52.06	54.21	56.45	58.75	61.18		
30001595	Housing Program Coordinator	43.44		45.24	47.11	49.04	51.05	53.11	55.3	57.59		43.87		45.69	47.58	49.53	51.56	53.64	55.85	58.17		
30001593	Housing Program Specialist	39.35		40.97	42.69	44.43	46.24	48.14	50.13	52.19		39.74		41.38	43.12	44.87	46.70	48.62	50.63	52.71		
30001594	Housing Program Specialist, Assistant	37.51		39.02	40.65	42.29	44.05	45.83	47.72	49.7		37.89		39.41	41.06	42.71	44.49	46.29	48.20	50.20		
30000114	Industrial Painter	38.26	41.59	42.84								38.64	42.01	43.27								
30000115	Industrial Painter, Lead	40.18	43.67	44.98								40.58	44.11	45.43								
30000016	Information & Referral Specialist	22.73	26.01	27.25	29.18	31.67	32.62					22.96	26.27	27.52	29.47	31.99	32.95					
30000241	Laboratory Analyst I	30.82	35.25	37	38.92							31.13	35.61	37.35	39.30							
30001283	Laboratory Analyst II	33.09	37.73	39.6	41.6	43.68						33.41	38.10	39.99	42.01	44.10						
30001284	Laboratory Analytical Specialist	37.61	41.75	43.61	46.67	49.92						37.97	42.15	44.03	47.12	50.40						
30001285	Laboratory Coordinator	39	43.31	44.94	48.08	51.5	55.06					39.40	43.73	45.38	48.55	52.01	55.61					
30000073	Maintenance Worker	20.58										22.92										
30003351	Maintenance Worker Assistant	16.32	17.54	19.88								16.32	17.54	19.88								
30003350	Office Support Specialist Assistant	18.22	19.43	20.68								18.40	19.62	20.89								
30000011	Office Support Specialist I	20.68	23.55	24.8	26.54	28.72	29.56					20.89	23.79	25.05	26.81	29.01	29.86					
30000012	Office Support Specialist II	22.73	26.01	27.25	29.18	31.67	32.62					22.96	26.27	27.52	29.47	31.99	32.95					
30000013	Office Support Specialist III	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91					
30000014	Office Support Specialist, Lead	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91					
30000185	Parking Code Enforcement Officer	29.71	32.13	34.07	35.85	37.9	39.02					30.01	32.45	34.41	36.21	38.28	39.41					
30002563	Parking Code Enforcement Officer, Lead	31.2	33.75	35.76	37.64	39.81	40.97					31.51	34.09	36.12	38.02	40.21	41.38					
30001158	Parking Code Enfrcmnt Ofcr-Abandnd Auto	24.62	26.79	28.54	30.16	31.83	32.77					24.87	27.06	28.83	30.46	32.15	33.10					
30000188	Parking Collection Technician	20.58	21.45									20.79	21.66									
30000081	Parks Technician	30.68	33.32	34.85								29.69	31.18	32.74	34.37	36.08						
30000082	Parks Technician, Lead	32.26	35.03	36.57								31.18	32.74	34.37	36.08	37.90						
30000231	Plans Examiner, Commercial	46.41	48.72	51.13	53.72	55.34	57.01					46.87	49.21	51.64	54.26	55.89	57.58					
30000230	Plans Examiner, Residential	43.77	45.96	47.34	48.77	50.22	51.73					44.21	46.42	47.81	49.26	50.72	51.73					
30000232	Plans Examiner, Sr	52.94		55.65	58.37	60.15	61.94					53.47		56.21	58.95	60.75	62.56					



Class #	Classification	Current Scales										PROPOSED Proposed Scales									
		EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8
		30000026	Police Administrative Support Spec, Lead	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91		
30000025	Police Administrative Support Spec, Sr	31.07	32.79	34.51	36.78	37.87	39.63					31.38	33.12	34.86	37.15	38.25	40.03				
30000023	Police Administrative Support Spec, Trnee	20.81	21.8									21.02	22.02								
30000024	Police Administrative Support Specialist	25.58	26.82	28.72	31.16	32.1	34.7					25.84	27.09	29.01	31.47	32.42	35.05				
30000022	Police Desk Clerk	22.79	24.06	25.8	27.58	28.42	31.07					23.02	24.30	26.06	27.86	28.70	31.38				
30000304	Police Identification Technician	37.6	40.83	43.49	45.66	48						37.98	41.24	43.92	46.12	48.48					
30000305	Police Identification Technician, Lead	40.87	44.38	47.3	49.61	52.21						41.28	44.82	47.77	50.11	52.73					
30000303	Police Identification Technician, Trnee	27.45	40.83									27.72	41.24								
30000097	Police Impound Technician	29.58	33.65	36.21								29.88	33.99	36.57							
30003095	Police Internal Affairs Investigator	42.05		44.16	46.37	48.68	51.11	53.67	56.37	59.17	62.13	42.47		44.60	46.83	49.17	51.62	54.21	56.93	59.76	62.75
30000310	Police Investigative Accountant	54.42	59.11	61.48	63.31							54.96	59.70	62.09	63.94						
30000306	Police Photographic Reproduction Spec	43.53	47.3	49.61	52.21							43.97	47.77	50.11	52.73						
30000020	Police Records Specialist	28.68	29.97	31.32	32.72	34.2	35.57					28.97	30.27	31.63	33.05	34.54	35.93				
30000019	Police Records Specialist, Trainee	20.81	21.8									21.02	22.02								
30000021	Police Records Training Coordinator	31.07	32.79	34.51	36.78	37.87	39.63					31.38	33.12	34.86	37.15	38.25	40.03				
30000044	Printing & Distrib Custmr Svc Rep, Lead	34.08	37.09	38.96	40.8	42.7						34.42	37.46	39.35	41.21	43.13					
30000043	Printing & Distrib Customer Svc Rep	29.66	32.27	34.41	35.48	37.09						29.96	32.59	34.75	35.83	37.46					
30000040	Printing & Distrib Technician, Asst	20.58	20.93	21.31								20.79	21.14	21.52							
30000059	Procurement Specialist	35.26	38.35	39.92	41.62	43.11	44.4					35.61	38.73	40.32	42.04	43.54	44.84				
30000058	Procurement Specialist, Assistant	31.96	33.27	34.69	35.91	37						32.28	33.60	35.04	36.27	37.37					
30000060	Procurement Specialist, Sr	41.52	45.17	47.57	50.85	52.67	53.91					41.94	45.62	48.05	51.36	53.20	54.45				
30000228	Public Works Inspector	40.98	44.59	45.62	46.86							41.39	45.04	46.08	47.33						
30000229	Public Works Inspector, Sr	44.44	48.29	52.38								44.88	48.77	52.90							
30000227	Public Works Inspector, Trainee	21.31	23.12	24.31	25.49							21.52	23.35	24.55	25.74						
30000828	Records Specialist	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91				
30000190	Regulatory Program Administrator	43.85	46.9	50.14	52.66	54.25						44.29	47.37	50.64	53.19	54.79					
30000189	Regulatory Program Specialist	30.5	33.13	35.03	36.79	39.23	40.4					30.81	33.46	35.38	37.16	39.62	40.80				
30000047	Reprographic Operator I	24.47	26.61	28.17	29.78	31.38						24.71	26.88	28.45	30.08	31.69					
30000048	Reprographic Operator II	29.66	32.27	34.41	35.48	37.09						29.96	32.59	34.75	35.83	37.46					
30000049	Reprographic Operator III	34.08	37.09	38.96	40.8	42.7						34.42	37.46	39.35	41.21	43.13					
30000191	Revenue & Tax Specialist I	24.37	27.25	29.18	31.67	32.62						24.61	27.52	29.47	31.99	32.95					
30000192	Revenue & Tax Specialist II	29.18	31.67	33.13	35.03	36.04						29.47	31.99	33.46	35.38	36.40					
30000193	Revenue & Tax Specialist III	30.5	33.13	35.03	36.79	39.23	40.4					30.81	33.46	35.38	37.16	39.62	40.80				
30000194	Revenue & Tax Specialist IV	33.13	35.03	36.79	39.23	41.84	43.07					33.46	35.38	37.16	39.62	42.26	43.50				
30000195	Revenue & Tax Specialist Lead	34.8	36.77	38.63	41.19	43.93	45.27					35.15	37.14	39.02	41.60	44.37	45.72				
30000196	Revenue & Tax Specialist V	35.71	37.65	39.62	41.86	44.94	46.29					36.07	38.03	40.02	42.28	45.39	46.75				
30003099	Risk Specialist I	36.6		38.42	40.34	42.36	44.47	46.7	49.04	51.67		36.97		38.80	40.74	42.78	44.91	47.17	49.53	52.19	
30000029	Service Dispatcher	24.37	26.42	29.37	31.49	34.09	35.16					24.61	26.68	29.66	31.80	34.43	35.51				
30000030	Service Dispatcher, Lead	29.05	31.59	33.37	35.09	37.39	38.52					29.34	31.91	33.70	35.44	37.76	38.91				
30000177	Site Development Inspector I	40.73	42.75	44.89	46.98							41.14	43.18	45.34	47.45						
30000179	Site Development Inspector II	46.56	48.91	51.27	53.87							47.03	49.40	51.78	54.41						
30000178	Site Development Inspector, Sr	52.28	54.9	57.67	60.49							52.80	55.45	58.25	61.09						
30000053	Storekeeper/Acquisition Specialist I	29.58	33.65	36.21								29.86	33.99	36.57							
30000054	Storekeeper/Acquisition Specialist II	31.09	35.31	38.04								31.39	35.65	38.41							
30000056	Storekeeper/Acquisition Specialist III	35.14	40.24	42.43	43.65							35.49	40.63	42.85	44.07						
30000057	Storekeeper/Acquisition Specialist, Lead	35.14	40.24	42.43	43.65							35.49	40.63	42.85	44.07						
30000181	Structural Inspector	45.08	47.34	49.63	52.16							45.53	47.81	50.13	52.68						
30000180	Structural Inspector, Trainee	39.42	41.4	43.46	45.61							39.81	41.81	43.89	46.07						

		Current Scales										PROPOSED Proposed Scales										
Class #	Classification	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	EN	M6	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	
30001079	Survey Project Support Tech	38.04	39.54	41.49								38.42	39.94	41.90								
30000223	Surveying Aide I	28.06	30.5	33.19	35.15							28.34	30.81	33.52	35.50							
30000224	Surveying Aide II	33.26	36.16	36.9	38.75							33.59	36.52	37.27	39.14							
30000225	Surveyor I	38.95	42.32	47.81								39.34	42.74	48.29								
30000226	Surveyor II	47.89	51.73	55.86	58.67							48.37	52.25	56.42	59.26							
30001558	Timekeeping Specialist	24.76	28.34	29.7	31.79	34.52	35.57					25.01	28.62	30.00	32.11	34.87	35.93					
30000076	Utility Worker I	29.04	31.59									29.32	31.90									
30000077	Utility Worker II	31.59	32.76	33.97								31.90	33.09	34.30								
30000075	Utility Worker II, Apprentice	23.78	26.33	28.87								24.01	26.58	29.16								
<b>New!</b>	Water Distribution System Technician - Trainee											25.47	27.94									
<b>New!</b>	Water Distribution System Technician											30.20	32.86									
30003751	Water Distribution Worker	31.95	34.71	35.45	36.38	37.45						34.71	35.70	36.38	37.45	38.84						
30003750	Water Distribution Worker, Trainee	26.22	29.03	31.84	34.66							26.48	29.32	32.16	35.01							
30000133	Water Meter Reader I	26.07	28.36	32.13	33.12							26.33	28.64	32.45	33.45							
30000134	Water Meter Reader II	31.95	34.71	35.45	36.38	37.45						32.27	35.06	35.80	36.74	37.82						
30002158	Water Meter Technician I	31.59	32.76	33.97								31.91	33.09	34.31								
30000142	Water Meter Technician II	32.26	33.97	35.74	37.45							32.58	34.31	36.10	37.82							
30000143	Water Meter Technician III	38.89	42.27									39.28	42.69									
30003402	Water Meter Technician IV	40.83	44.39									41.24	44.83									
30000145	Water Operations Mechanic	38.75	42.24	42.88	43.52							41.34	42.58	43.86	45.18							
30000144	Water Operations Mechanic, Apprentice	30.46	32.64	34.84	39.17							30.76	32.97	35.19	39.56							
30000139	Water Quality Inspector I	35.15	38.2	40.33	42.79	45.4						35.50	38.58	40.73	43.22	45.85						
30000140	Water Quality Inspector II	36.92	40.14	42.34	44.97	47.71						37.29	40.54	42.76	45.42	48.19						
30000141	Water Quality Inspector III	38.75	42.14	44.49	47.21	50.05						39.14	42.56	44.93	47.68	50.55						
30000138	Water Security Specialist	31.59	32.76	33.97								31.91	33.09	34.31								
30000137	Water Security Specialist, Lead	33.16	35.23	37.31								33.49	35.58	37.68								
30000135	Water Service Inspector I	31.95	34.71	35.45	36.38	37.45						32.27	35.06	35.80	36.74	37.82						
30000136	Water Service Inspector II	34.53	37.51	38.25	39.29	40.47						34.88	37.89	38.63	39.68	40.87						
30000146	Water Treatment Operator I	33.18	34.74	36.47								33.51	35.09	36.83								
30000147	Water Treatment Operator II	36.92	40.14	42.34	44.97	47.71						37.29	40.54	42.76	45.42	48.19						
30000148	Water Treatment Operator III	38.75	42.14	44.49	47.21	50.05						39.14	42.56	44.93	47.68	50.55						
30000078	Water Utility Worker, Sr	32.07	34.85	35.65								32.39	35.20	36.01								
30000149	Watershed Specialist I	33.15	34.79	36.54								33.48	35.14	36.91								
30000151	Watershed Specialist II	34.79	36.53	38.35								35.14	36.90	38.73								
30001308	Watershed Specialist III	38.25	41.64	42.25	42.89							38.63	42.06	42.67	43.32							

	<b>Carpenter, Apprentice</b>		<b>Utility Worker II, Apprentice</b>	
	<b>CURRENT</b>	<b>PROPOSED</b>	<b>CURRENT</b>	<b>PROPOSED</b>
Entry to 5 Months	24.88	26.05	23.78	24.01
6 Months to 11 Months	26.96	28.22	26.33	26.58
12 Months to 17 Months	29.03	30.39	28.87	29.16
18 Months to 23 Months	31.10	32.56	31.42	31.73
24 Months to 29 Months	33.18	34.73		
30 Months to 35 Months	35.25	36.90		
36 Months to 41 Months	37.32	39.07		
42 Months to 47 Months	39.40	41.24		

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
200	6/29/2005	Water Alt Work Schedules for Water Security Specialists
206	1/2/2013	Water Schedules to provide for 24/7 coverage
N/A	2016	GPS Data LOA
N/A	Not yet signed	WTOIII LOA (see attached)
NA	Not Signed	BSA LOA Language from Modified Article 14

# **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 AFSCME, Local 189 (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. 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 the existing Article 14 language.
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. 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 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, so long as the new rate is consistent with the City's Pay Equity Policy.

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.

5. The Union reserves the right to bargain the impacts of any proposed change to classifications.

## 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).

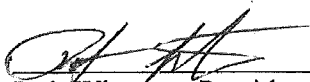
### Background

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

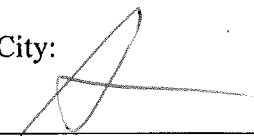
1. The City will not use GPS data to discipline an employee for otherwise allowable activity during breaks and lunches.
2. The City may use GPS data for the purposes of discipline if there is a documented complaint, if an employee has a performance deficiency, if an employee has been counseled or disciplined 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



## 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 non-represented classifications
  - Temporarily Appointed -- Employees appointed to non-represented classifications by written Personnel Action Notice (PAN).
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 11.2.3.2 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.

**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:

<b>Rate of Compensation Scale</b>	
<b>Stand-By Duty Hours</b>	<b>Time Earned</b>
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 at 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 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.

**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 1Shift
  - Maintenance Operator 2Shift
  - Maintenance Relief 1Shift
  - Maintenance Relief 2Shift
  - 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) 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		

	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	

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

**For ERB Use Only**

Case No. \_\_\_\_\_ ME-051-24  
Date Filed \_\_\_\_\_ 1/3/25

**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	\$93,340,807	\$1,194,397	\$1,741,618	\$2,339,091	\$5,275,106	Increases due to targeted wage adjustments for 35 classifications, affecting approximately 134 current employees. Classifications that did not receive a targeted wage adjustment resulting in at least a 1% increase will receive a 1% increase effective 1/1/2025 and another 1% increase effective 7/1/2026.
Article 9: Overtime	\$4,164,315	\$96,882	\$130,707	\$164,049	\$391,638	Costs reflect the impact of wage increases on non-call back overtime, with the assumption that there will be 69,840 hours of overtime will be worked each year across the entire unit. Costing utilized average overtime by classification.
<i>New!</i> Longevity Pay	\$0	\$782,082	\$889,268	\$1,053,844	\$2,725,194	Additional 2% of pay on base wages for employees with 10 or more years of City service. As of 1/1/2025, approximately 380 employees would qualify for longevity pay.
Article 8: Shift Differential	\$63,367	\$10,142	\$10,142	\$10,479	\$30,763	Increased the relief/graveyard shift differential from \$2.56 to \$3.25/hour; swing shift differential increased from \$1.92 to \$2.00/hour. Assumed approximately 28,700 hours of shift differential paid per year.
<b>Schedule A Premiums:</b> Expanded eligibility for Water Distribution Level 1 Operator certification premium	\$0	\$22,091	\$22,201	\$23,053	\$67,345	Expanding certification premium to members of 2 additional classifications (Automotive Equipment Operator II and Construction Equipment Operator classifications). Premium is 2% added to base wage on all hours worked.
<i>New!</i> <b>Schedule A:</b> Creation of Water Distribution System Technician classification	\$0	\$6,893	\$6,927	\$7,193	\$21,013	New classification is estimated to result in the reclassification of 4 employees from Utility Worker I to Water Distribution System Technician, representing a 3% increase in pay
Water Treatment Operator III Letter of Agreement	\$0	\$118,439	\$0	\$0	\$118,439	LOA results in one-time back pay and establishes premium pay for higher level certification
Article 15: Additional two (2) Personal Holidays for employees who report exclusively in-person	\$0	\$455,349	\$461,787	\$482,758	\$1,399,894	Approximately 521 AFSCME positions report exclusively in-person. Estimated 521*16=8,336 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 by 1.0 (straight time) OT
Article 30: Clothing Allowance	\$105,500	\$42,200	\$42,200	\$42,200	\$126,600	Assumed 126 positions receive the clothing allowance. Proposed allowance increases from \$250 to \$350 per year effective July 2025.
Wage-driven benefits	\$35,950,261	\$988,963	\$1,261,818	\$1,682,623	\$3,933,404	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	\$1,838,288	\$49,768	\$122,161	\$155,603	\$327,532	FY 2025-26 COLA is based on estimated CPI-W increase of 2.7% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 26/27 COLA	\$0	\$0	\$68,840	\$147,967	\$216,807	FY 2026-27 COLA is based on estimated CPI-W increase of 2.5% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.

FY 27/28 COLA	\$0	\$0	\$0	\$69,311	\$69,311	FY 2027-28 COLA is based on estimated CPI-W increase of 2.2% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied. Costs of Health Insurance are not included in the above calculations.
<b>TOTAL (for each column)</b>	<b>\$ 97,568,489</b>	<b>\$ 3,767,206</b>	<b>\$ 4,757,669</b>	<b>\$ 6,178,171</b>	<b>\$ 14,703,046</b>	

The current vacancy rate is 11%. The table below shows the cost assuming a 0% and 5% vacancy rate:

	<b>Current Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total Projected Increase / Decrease</b>
Illustrated Vacancy Rates	<b>1/1/2025-12/31/2025</b>	<b>1/1/2025-12/31/2025</b>	<b>1/1/2026-12/31/2026</b>	<b>1/1/2027-12/31/2027</b>	
0%	\$109,627,516	\$4,232,816	\$5,345,696	\$6,941,765	\$16,520,276
5%	\$102,703,673	\$3,965,480	\$5,008,073	\$6,503,338	\$15,476,891