

City to DCTU
DCTU Successor Negotiations
February 25, 2021

TA:



TA:

- 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 his/her 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 Article 6.3 and its subsections.
 - 6.2.1 Bargaining unit work shall 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.
 - 6.2.2 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.
 - 6.2.3 Article 6.2 through 6.5 shall not apply to projects designated for the City's Prime Contractor Development Program.
- 6.3 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.
 - 6.3.1.1 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~~third-party contractor to provide these wages.

City to DCTU
DCTU Successor Negotiations
February 25, 2021

TA:

TA:

- 6.3.2 **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan including, but not limited to, weather-related emergencies 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 is subject to extraordinary risk, which the City has historically contracted out.
- 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 \$5,000 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 [copies of project transmittal forms access to all requisitions 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 \$150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between \$10,001 and \$100,000 and Goods and Services projects with an estimated value between \$10,001 and \$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

City to DCTU
DCTU Successor Negotiations
February 25, 2021

TA:

TA:

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 \$150,000 and Construction/Public Improvement contracts over \$100,000 on the City of Portland Online Procurement Center website www.ebidexchange/cityofportland 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.