

Union TA:

Management TA:

## 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. ~~Bargaining unit work will not be contracted out to provide a cost savings, and there will be no reduction of work or loss of bargaining unit positions as a result of contracting out. 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 ~~except pursuant to 6.3 and its subsections, unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered by a warranty, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsection.~~

6.2.1 Bargaining unit work ~~will 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. 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 of the 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 for which the City could not continuously maintain adequate resources to address. Examples of events that could be an emergency include, but not limited to acts of nature, weather-related emergencies, civil unrest, and loss of~~

critical infrastructure or mass displaced persons. The City may immediately hire contractors to address the emergency.

6.3.3 **Statutory Requirement:** Work that is required to be contracted out by federal, state or county 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<sup>2</sup>).

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 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 solicitation 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 systemCenter 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 Union with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.

~~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.~~

6.4.6 The Union 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.~~

~~6.5.5<sup>6</sup> 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.~~

~~.5.6 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.~~

~~6.5.7 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.~~