

**City Total Package Counter Proposal to AFSCME
December 18, 2024**

This City Total Package Proposal is intended to advance the City's official bargaining position and should not be considered as a mediation concept, "what-if", or supposal. This proposal is a package in totality and are not individual proposals. The City is seeking the Union's TA to the proposal in its entirety as offered.

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Article	Title	CITY	Agreement w/AFSCME Alternate Package A
1	Recognition	Modified City Counter 12/17/24 - Attached	Delete 'OR' Similar Limited Duration Language
6	Job Security & Outside Contracting	Maintain City Proposal from 12/12/24	
9	Overtime	Modified City Counter 12/17/24 - Attached	
14	Layoff/Recall	Modify City Counter 12/17/24 - Attached Modified Proposed BSA LOA Language – Attached	Agreement on Article Language. Slight modification to BSA LOA language.
17	Health & Life Insurance	Maintain City Proposal from 12/12/24	
19	Family & Medical Leave	Maintain City Proposal from 12/17/24	Agreement
23	Union Representation	Amend to <u>Reasonable Time 2080 hours</u> ; Amend 23.8 "Where such issues impact more than one employee in a given workgroup bureau, no more than one employee spokesperson may attend on City time from each workgroup or bureau <u>unless by mutual agreement.</u> " 23.11 Long Term Leave of Absence (Release Time, Union Paid). <u>Union representatives may take time off to conduct full-time union business and 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.</u> Accrued vacation, compensatory time,	Minor edits to 23.8 & 23.11

		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.	
39	Duration	Three years expiring December 31, 2027	Agreement
New	Protection of Bargaining Unit Work	Maintain City Proposal from 11/5/24	
New	Information Requests	Reject Union Proposal	Agreement
New	Telework	<p>Reject In-Person Reporting Incentive and Protection of Remote Work, except for:</p> <p><u>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.</u></p> <p><u>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.</u></p>	Agreement on providing notice to employees with a change in Work Location Status
	Schedule A Wage Adjustments	<p><u>Targeted Increases and Pay Equity Study Letter of Agreement (Replacing Current Market Adjustment LOA)</u></p> <p><u>A. Effective upon ratification, the City will increase the pay grades and rates of pay all AFSCME represented classifications in the Attachment A table to parity with the same classifications not represented by AFSCME shown in the Attachment A table. Incumbents in the impacted classifications will retain their current step (i.e. Entry, 6 months, 1 year) and will step again on their next scheduled increase date. Employees impacted by this increase in pay grades and rates of pay will receive back pay to their first date of employment in the classification or to two years whichever is less. A list of impacted classifications is included in</u></p>	Agreement on including Hearings Clerk to Attachment A

		<p><u>Attachment A</u>¹ including Hearings Clerk that is being moved from Attachment B to Attachment A.</p> <p><u>Reject</u> Union's Attachment B & C Proposals.</p> <p><u>D. Effective upon ratification, the City will increase the pay rates of AFSCME represented classifications in the Attachment D table to the proposed wages in Attachment D. Incumbents in the impacted classifications will retain their current step (i.e. Entry, 6 months, 1 year) and will step again on their next scheduled increase date. Employees will not be placed on a step that yields less than a one percent (1%) increase.</u></p>																
	Schedule A COLA	See Modified Proposal - Attached																
	Compensatory Time Bank	See Modified Article 9 Proposal																
	Premiums	See Attached Counter Proposal																
	Article 8. Shift Differentials	<p><u>Reject Weekend Shift Differential</u> <u>Adjusting current shift differentials and maintaining tie to inflation</u></p> <table border="0"> <tr> <td></td> <td>Shift</td> <td>Eff. July 1, 2024</td> </tr> <tr> <td></td> <td></td> <td><u>Effective upon ratification January 1, 2025</u></td> </tr> <tr> <td></td> <td>Second/Swing</td> <td>\$1.69 \$2.50 <u>\$2.00</u></td> </tr> <tr> <td></td> <td>Third/Graveyard</td> <td>\$2.25 \$5.00 <u>\$3.25</u></td> </tr> <tr> <td></td> <td>Relief</td> <td>\$2.25 \$5.00 <u>\$3.25</u></td> </tr> </table>		Shift	Eff. July 1, 2024			<u>Effective upon ratification January 1, 2025</u>		Second/Swing	\$1.69 \$2.50 <u>\$2.00</u>		Third/Graveyard	\$2.25 \$5.00 <u>\$3.25</u>		Relief	\$2.25 \$5.00 <u>\$3.25</u>	
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	Water Bureau Addendum	Maintain City Proposal 12/17/24																
	LOA Pass	See Modified Proposal - Attached	Agree to strike Concrete Saw LOA & Housing LOA Parking Special Projects moved to Premiums															

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¹ Attachment A and B previously provided the the City on August 27, 2024

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, 1.1.7²~~, 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~~ Water Distribution Worker Trainee, 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 completion of their apprenticeship.~~ The probationary period may be extended for a period not to exceed three (3) months ~~to provide an employee additional time to acquire training, coaching, or certifications required for their classification or~~ 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 completion 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 ~~regular permanent~~ or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.

1.1.3 **Permanent Regular Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. ~~Permanent Regular~~ part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such a register to become regular permanent employees. The probationary period of ~~regular permanent~~ 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.

² 1.1.6 refers to a list provided by the City. 1.1.7 refers to Limited Duration Employees.

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- 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.

1.1.76 **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 Process; and

~~AB.~~ 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

~~BC.~~ a Limited ~~term~~ 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 appointments are not to exceed twenty four (24)~~

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~~months or the duration of the grant funding for the limited duration appointment, whichever is greater. A limited duration appointment may be extended by mutual agreement with the City and the Union. With showing of good cause, however, the Director of Human Resources may extend a limited duration appointment.~~

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.

- A. 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.
- B. 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 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 work week.³
- 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

³ Bargaining Note: The proposed change "or on their days of rest or in excess of forty (40) hours in their FLSA work week" is intended as a clarification and not as a substantive change.

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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.
- 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.

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9.15 There shall be no pyramiding of overtime rates.

9.16 **Qualified Citywide Closures** Employees directed to physically report to or remain in person at a City facility or jobsite during qualified Citywide Closures will be compensated with one hour of deferred holiday leave for every regularly scheduled hour they work during such Citywide closures. Qualified Citywide closures are those ordered by the Mayor or the Mayor's 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 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.

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 holidays 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 DCTU 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 no 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.

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Current Contract Language; add **NEW 14.6.7** and **14.6.8**.

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

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- 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~~ on a strict seniority basis for the classification from which the employee was laid off.
- 14.6.3 Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.6.6 below, whichever occurs earlier.
- 14.6.4 The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period of time, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.
- 14.6.5 On re-employment of laid off employees, the City shall notify employees by Certified Letter and email (if available), with a copy to the Unions, mailed to their last known address. Employees shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City.
- 14.6.6 Reappointment to the classification from which the employee was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for the bureau from which they were laid off.

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- 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.

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, during the recall period after layoff, but not through the recall process, will be placed at the ~~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.

Attachment A -Wage Adjustments for Shared Classifications

Prem Pay	Job Title	CURRENT SCALE						PROPOSED SCALE					
		EN	M6	Y1	Y2	Y3	Y4	EN	M6	Y1	Y2	Y3	Y4
	Automotive Equip Oper II: Sewer Vacuum	31.25	35.45	37.63				32.26	36.59	38.84			
	Automotive Equip Oper II: Tractor-Trailr	31.25	35.45	37.63				32.26	36.59	38.84			
	Automotive Equipment Oper I	29.42	33.46	35.65				31.24	35.52	37.84			
	Carpenter	37.10	40.27	41.47				39.38	41.34	43.41			
*	Carpenter Lead	38.89	42.27	43.56				41.34	43.41	45.58			
	Concrete Finisher	37.10	40.27	41.47				39.38	41.34	43.41			
	Concrete Finisher, Apprentice	31.52	34.08	34.51				34.02	35.55	36.70			
*	Concrete Finisher, Lead	38.89	42.27	43.56				41.34	43.41	45.58			
	Construction Equipment Operator	31.33	35.65	37.91	40.01			33.43	38.04	41.23			
	Horticulturist	31.67	36.15	38.26				32.61	37.23	39.39			
	Horticulturist, Apprentice	28.15	31.98	34.22				28.99	32.92	35.23			
*	Horticulturist, Lead	33.24	37.87	40.17				34.22	38.99	41.34			
	Laboratory Analyst I	30.82	35.25	37.00	38.92			31.13	35.61	37.35	39.30		

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Laboratory Analyst II	33.09	37.73	39.60	41.60	43.68		33.41	38.10	39.99	42.01	44.10	
Laboratory Analytical Specialist	37.61	41.75	43.61	46.67	49.92		37.97	42.15	44.03	47.12	50.40	
Laboratory Coordinator	39.00	43.31	44.94	48.08	51.50	55.06	39.40	43.73	45.38	48.55	52.01	55.61
Maintenance Worker	20.58						22.92					
Maintenance Worker Assistant	16.32	17.54	19.88				17.30	17.73	20.08			
Parks Technician	30.68	33.32	34.85				29.69	31.18	32.74	34.37	36.08	
* Parks Technician, Lead	32.26	35.03	36.57				31.18	32.74	34.37	36.08	37.90	
Storekeeper/Acquisition Specialist I	29.58	33.65	36.21				29.86	33.99	36.57			
Storekeeper/Acquisition Specialist II	31.09	35.31	38.04				31.39	35.65	38.41			
Storekeeper/Acquisition Specialist III	35.14	40.24	42.43	43.65			35.49	40.63	42.85	44.07		
* Storekeeper/Acquisition Specialist, Lead	35.14	40.24	42.43	43.65			35.49	40.63	42.85	44.07		
Utility Worker I	29.04	31.59					29.32	31.90				
Utility Worker II	31.59	32.76	33.97				31.90	33.09	34.30			

	CURRENT SCALE						PROPOSED SCALE							
	EN	M6	Y1	Y2	Y3	Y4	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8
Hearings Clerk	31.46	34.06	35.86	37.60	40.15	41.37	42.08	43.34	44.65	45.98	47.35	48.78	50.25	51.75

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	Carpenter, Apprentice		Utility Worker II, Apprentice	
	CURRENT	PROPOSED	CURRENT	PROPOSED
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		

Attachment D – Targeted Wage Adjustments

New Classification(s)

Class Number	Classification Name	City Proposed					
		EN	6M	Y1	Y2	Y3	Y4
30000148	Water Treatment Operator III	\$38.75	\$42.14	\$44.49	\$47.21	\$50.05	
	Customer Account Specialist III	30.50	33.17	35.04	36.84	39.26	40.45
	Customer Account Specialist IV	32.03	34.83	36.79	38.69	41.22	42.47
	Distribution System Technician – Trainee*	25.47	27.94				
	Distribution System Technician*	30.20	32.86				
	Automotive Equipment Operator III: Crane	35.15	38.19	41.05			

*To address Uni Directional Flushing Work

Revised Scales

Class Number	Classification Name	Current Wages as of 7/1/2024						City Proposed**					
		EN	6M	Y1	Y2	Y3	Y4	EN	6M	Y1	Y2	Y3	Y4
30003750	Water Distribution Worker, Trainee (Step 1)	\$26.22	\$29.03	\$31.84	\$34.66								
30003751	Water Distribution Worker (Step 2)	31.95	34.71	35.45	36.38	37.45		34.71	35.70	36.38	37.45	38.84	
30000144	Water Operations Mechanic, Apprentice	30.46	32.64	34.84	36.99	39.17	41.34						
30000145	Water Operations Mechanic	38.75	42.24	42.88	43.52			41.34	42.58	43.86	45.18		
30000230	Residential Plans Examiner	43.77	45.96	47.34	48.77	50.22		43.77	45.96	47.34	48.77	50.22	51.73

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.

Effective July 1, 2025, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2025 to June 30, 2026 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2023 and the 2nd Half 2024) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%). ~~three and a half percent (3.5%)~~

Effective July 1, 2026, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2026 to June 30, 2027 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2024 and the 2nd Half 2025) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%). ~~three and a half percent (3.5%)~~

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

Effective July 1, 2027, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2027 to June 30, 2028 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2025 and the 2nd Half 2026) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%). ~~three and a half percent (3.5%)~~

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Schedule "A" Premiums

Effective on ratification through December 31, 2027

1	No change
2	No change
3	No change other than remove reference to DCTU classifications
4	No change
5	Remove – applies to DCTU only
6	No change other than remove reference to DCTU classifications
7	No change 7 (a); remove reference to DCTU classifications in 7 (b)
8	Remove – applies to DCTU only
9	<p>In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee a premium of five percent (5%) of the employee's base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.</p> <p>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.</p> <p>B. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.</p> <p>C. Portland Water Bureau employees in the AEO I - Saw Cutting, AEO II - Tractor Trailer, and AEO II - Sewer Vacuum, AEO 2 Sewer Vacuum classification that are assigned have duties overseeing a helper will also receive be paid a premium of five percent (5%) of the employee's base wage Crew Lead when overseeing responsible for one other person. When Any AFSCME 189 Classification is performing training duties of AEO Training, CDL Training, CEO Training they also receive 5% for all hours performing that duty.</p>
10	Building Inspector IIs, Electrical Inspectors and Plumbing Inspectors assigned to the Residential Inspections Section of Portland Permitting and Development (PP&D) shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one- and two-family inspection certification(s) they obtain and are released to perform such inspections begin to use in the Residential Inspections Section 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, <u>are released to perform,</u> and begin to use in the

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	<p>“Work without Permit Program” in the Compliance Services/Neighborhood Inspection Section in of the Portland Permitting and Development (PP&D) Bureau of Development Services.</p>
12	<p>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.</p>
13	<p>No change</p>
14	<p>14(a): Employees in the Water Operations Mechanic and Water Distribution Worker classifications are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be two percent (2%) added to the employee’s base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee’s base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee’s base wage for all hours worked.</p> <p>NEW: 14(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.</p>
15	<p>Remove – applies to DCTU only</p>
16	<p>Inspectors working for Portland Permitting & Development in the Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid \$15.00 per trip per unit when it includes a mobile home inspection.</p>
17	<p>Remove – applies to DCTU only</p>
18	<p>Remove – applies to DCTU only</p>
19	<p>Employees who work for the Bureau of Development Services Portland Permitting and Development 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%).</p>
20	<p>Employees appointed to the Housing Inspector and Senior Housing Inspector classifications are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential</p>

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	Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector <u>and Senior Housing Inspector</u> classifications who work in the <u>Bureau of Development Services Portland Permitting and Development</u> , a certification premium of two percent (2%) added to the base wage for all hours worked for each <u>certification they obtain and are released to perform permitted work inspections. Additional certifications may include</u> Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certification <u>they obtain and begin to use.</u>
21	No change
22	No change
23	No change
24	No change
City 12/12/24 – Longevity	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.
City CDL Counter (12/12/24) <u>(incorporate CDL pilot premium into Schedule A premiums. See page 220 of CBA)</u>	<p>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.</p> <p>The Premium applies to the following AFSCME represented classifications only:</p> <ul style="list-style-type: none"> o Water Operations Mechanic <p>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.</p>
AFSCME Living Wage Minimum (12/12/2024)	City Rejects
PBOT Special Projects (12/12/2024) ⁴	<u>The Parking Enforcement Manager shall be authorized to assign "Special Projects" work similar to that identified in Recital C above⁵, 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%).</u>

⁴ Moved from PBOT LOA, Parking Enforcement Officers – Special Projects Premium, October 10, 2008, page 182 of the CBA.

⁵ 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.

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AFSCME CDL Premium (12/12/2024)	City Rejects, see City offer
AFSCME Jail Side Premium (12/12/2024)	City Rejects
Parking Passes (10/8/2024)	AFSCME withdrew proposal on 12/12/2024
AFSCME Emergency Crew Premium (10/8/2024)	AFSCME withdrew proposal on 12/12/2024
AFSCME Crew Lead (10/8/2024)	City amending premium #9 in response to union proposal
Certification Premiums for Public Works Construction Inspectors (10/8/2024)	AFSCME withdrew proposal on 12/12/2024
Residency Premiums (10/8/2024)	AFSCME withdrew proposal on 12/12/2024
*Senior Inspectors are eligible for the following premiums for which they are qualified: 2, 3, 4, 7, 9, 10, 11, 12, 16-15, 19-18, and 24 <u>3, 4, 9, 10, 11, 12, 16, 19, 24, and Longevity</u>	

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

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

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July 2024

Water

Letter of Agreement

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

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (CBA) for the period of July 1, 2021, through December 31, 2024. The Union involved (AFSCME) is an affiliated union of the DCTU. AFSCME is currently negotiating their own independent contract to be effective as of January 1, 2025.
2. In April 2022, the Portland Water Bureau (PWB) created a new Improved Corrosion Control Facility.
3. As a result, the Oregon Health Authority (OHA) reclassified Portland's drinking water treatment system to a Water Treatment Level 3 system on or about October 26, 2022.
4. Water Treatment Level 3 systems require a Water Treatment Level 3 license to operate.

Agreement

This Letter of Agreement outlines the terms and conditions for the PWB adding a Water Treatment Operator III classification to the Water Treatment Operator series and employee movement into the classification and including provisions for movement from WTO I (trainee) to WTO II.

1. A new Water Treatment Operator III (WTO III) classification (#30000148) was added to the Water Treatment Operator series on July 21, 2022.
2. The WTO III classification is represented by DCTU-AFSCME Local 189.
3. Employees in the PWB working in the Water Treatment Operator I (WTO I) classification who obtain a valid Oregon Health Authority Water Treatment Operator Class II certification are eligible to move to the Water Treatment Operator II (WTO II) classification through a CAPR process instead of the competitive recruitment process.
4. Employees in the PWB working in the Water Treatment Operator II (WTO II) classification who obtained a valid Oregon Health Authority Water Treatment Operator Class III certification are eligible to move to the WTO III classification through a CAPR process instead of the competitive recruitment process.
5. Employees moving from the WTO I classification into the WTO II classification, or from the WTO II classification into the WTO III classification, will be placed at the wage step as described in Article 13 of the current CBA, "Employees promoted to another City Classification are eligible to receive 3% promotional increase, or the next step in the higher classification, whichever is greater, though not to exceed the top step of the new classification".
6. Employees promoted under this Agreement will not be required to complete a probationary period.
7. The Job Class Anniversary Date (JCAD) for the employees covered under this Agreement moving into the WTO III classification will be July 21, 2022, or the date they obtain their Level III certification, whichever is later.
8. The existing order of job seniority for layoff and recall within the WTO II class will remain the same in the WTO III class for those employees covered under this Agreement. Note: There is a separate agreement which designates seniority in this workgroup is determined by series rather than classification.
9. The parties agree to meet and discuss any impacts to mandatory subjects of bargaining if the plant is upgraded to a Level 4 Water Treatment facility.

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~~9-10.~~ Retroactive payment applies from the latter date of either (a) the opening of the corrosion control facility, or (b) when the employee achieved the Water Treatment Level III Operator certification, to any employee reclassified to Level III according to the terms of this Agreement.

~~10-11.~~ Upon ratification by City Council, the parties agree to a Water Treatment Operator III "Lead" assignment with the following criteria:

- a. A WTO III will maintain their Water Treatment Level 4 Operator Certification premium pay when acting as a "Lead."
- b. A crew of two or more is not required to receive "Lead" premium pay.
- c. The City, on behalf of the Water Bureau, recognizes the value of assigning "lead" duties which are distinct from the duties of the WTOIII classification and must have potential impacts for the entire unit.
- d. The City maintains the right to assign and approve employees for lead work.
- e. Employees conducting lead work without prior management approval are not eligible for the lead premium.
- f. The City maintains the right to determine what specific duties are "lead" duties which will be documented in a Water Bureau policy.

~~11-12.~~ Implementation of this Agreement is dependent on the City's ability to configure the SAP system. The City and the Union agree that the City will add this configuration to the existing project list.

~~12-13.~~ This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement.

~~13-14.~~ This Agreement, unless stated above, does not go into effect until it is authorized by Portland City Council.

WTO III Pay rate

Fiscal Year 2022 – 2023 (effective July 21, 2022 with a Level III certification)

Entry	6 mo.	Year 1	Year 2	Year 3
35.03	38.09	40.22	42.67	45.24

Fiscal Year 2023 – 2024

Entry	6 mo.	Year 1	Year 2	Year 3
36.78	39.99	42.23	44.80	47.50

Fiscal Year 2024 – 2025

Entry	6 mo.	Year 1	Year 2	Year 3
38.75	42.14	44.49	47.21	50.05