

City of Portland – AFSCME Local 189-3 TA:  
Housing Negotiations 2015 TA:  
City's Mediation Package Proposal  
June 22, 2015

*6/23*  
*Stuame Scott 6/23/15*

The City makes the following mediation package proposal to settle all outstanding issues:

Article Number	Title
	Preamble
2	Union Security
3	Dues Checkoff
13	Vacations
14	Health and Life Insurance
20	Union Representation
22	Professional Development Fund
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	Letter of Agreement – Language Work Group
	Schedule "A" - Salary Rates
	Back of the Agreement

- The City recognizes the tentative agreement previously reached in traditional bargaining for Article 5 – Nondiscrimination. The City proposes current contract language for all other articles that are not in this package proposal.
- The City's proposal of a 90/10 premium share split for employees who elect the Self-Insured Plan or the Kaiser Plan effective Benefit Plan Year July 1, 2018 and who are not in compliance with the preventive health care requirement is contingent upon Council's direction. If Council fails to direct a 90/10 premium share contribution split, the premium share contribution split will be 85/15.
- If the Union ratifies this package proposal by no later than Thursday, July 9, 2015, the City agrees that bargaining unit members will receive a 2.1% COLA increase retroactive to July 1, 2015.
- If the Union fails to ratify this package proposal by July 9, 2015, the COLA will be effective upon ratification by both parties.

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## Preamble

This Agreement, is made and entered into this Twenty-first (21<sup>st</sup>) day of March, 2012, by and between the City of Portland, hereinafter called the City, and AFSCME Council 75, Local 189-3, hereinafter called the Union for the purpose of establishing wages, hours and other terms and conditions of employment for certain employees of the Portland Housing Bureau.

## Intent of proposed changes:

- This proposal reflects the City and the Union's mutual agreement to add this language.

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## Article 2. Union Security

2.1 All employees covered by this Agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the labor Agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings prohibiting such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done, which the City will forward to the Union.

2.2 Fair Share payments authorized by this Article shall be deducted by the City.

2.3 The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

2.4 It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.

2.5 Employees who are current members of the Union at the signing of this Agreement or who sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership. However, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the fair share agreement. The five (5) day window period shall commence on the first Monday in March.

~~2.5.2.6~~ The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies The Union in writing of such claim and tenders the defense to The Union.

### Intent of proposed changes:

- The City is willing to accept this proposed language change for the convenience of the Union and as part of a global settlement of all outstanding issues.

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### Article 3. Dues Checkoff

3.1 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by the Union representing the employee and voluntary deductions made to the Political Action Committee (PAC). The amounts deducted shall be transmitted monthly to the Union representing the employees. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

3.2 The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee identification number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

3.3 The total amount of the monies deducted for regular union dues and fair share payments shall normally be transmitted to the unions within ten (10) calendar days after the payroll deduction is made.

3.4 The performance of these services is at no cost to the Union.

3.5 The Union agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union.

#### Intent of proposed changes:

- The City is willing to accept these proposed language changes for the convenience of the Union and as part of a global settlement of all outstanding issues.

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## Article 13. Vacations

**13.1 Vacation Leave Accrual.** All employees shall receive vacation leave with pay as follows:

13.1.1 The rate that vacation leave accrues shall depend upon the number of years of total service for the City, whether or not the total was broken. If in a calendar year an employee will have attained the following number of years of total service, then beginning on January 1 of that year, the employee's vacation leave shall accrue at the rate indicated in the following appropriation schedule.

<b>Total Years of Service</b>	<b>Accrual Rate Per Bi-Weekly Period</b>	<b>Equivalent Annual Vacation</b>
0 to 4	3.08 hours	80 hours
5 to 9	4.62 hours	120 hours
10 to 14	5.38 hours	140 hours
15 to 19	6.15 hours	160 hours
20 to 24	6.92 hours	180 hours
25 or more	7.69 hours	200 hours

13.1.2 Total amount of service as used in 13.1.1 above shall be computed to:

- (a) Include time taken while on leave of absence with pay or for military or parental leave without pay.
- (b) Include any time under temporary appointment in City service employment and the Portland Development Commission (PDC).
- (c) Include absences because of an on-the-job injury for up to one (1) year.
- (d) Exclude time in City service for which the employee receives pension benefits.

13.1.3 An employee's vacation is deemed earned and shall be credited at the beginning of each payroll period.

13.1.4 Employees shall continue to earn vacation credit for:

- (a) A cumulative period of one (1) year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08 Injured Employee Return to Work. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued vacation up to the one-year maximum accrual.

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(b) Any authorized leave of absence where an employee continues his/her pay status. Vacation leave hours will not accrue while an employee is on "no pay status" or an unpaid leave.

(c) Any authorized personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.

13.1.5 Accruals are prorated for a part-time or job-share employee who works less than full-time (less than 72 hours but more than 40 hours in a pay period).

13.1.6 At any given time, an employee's accrued vacation leave balance may not exceed two times their current annual accrual rate as of the end of the first pay period in January. Except, however, if during the month of December, the City requires an employee to work his/her vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.

13.2 All employees shall take vacation leave as follows:

13.2.1 Vacation credits will not be available for use until the newly hired employee has completed thirty (30) days of service. Whenever an employee with more than thirty (30) days of service is laid off or terminated, his/her vacation time shall be paid in a lump sum.

13.2.2 Employees may request vacation leave using the designated process. Except in the case of extenuating circumstances, as determined solely by the Bureau Director or his/her designee, the following applies:

(a) If the request is for three (3) to five (5) consecutive days of vacation leave, the request must be made at least fifteen (15) calendar days in advance of the requested vacation leave period.

(b) If the request is for six (6) ~~to ten (10)~~ or more consecutive days of vacation leave, the request must be made at least thirty (30) calendar days in advance of the requested vacation leave period.

~~(c) If the request is for eleven (11) or more consecutive days of vacation leave, the request must be made at least forty five (45) calendar days in advance of the requested vacation leave period.~~

13.2.3 Once an employee's vacation time has been scheduled and approved, the City shall not cancel such scheduled vacation time unless the needs of the operation

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so dictate. The City reserves the right to restrict, limit or rescind vacation leave when necessary to maintain business operations or services.

13.2.4 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Bureau of Human Resources Director, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the Bureau of Human Resources Director, shall be made as provided by City policy.

13.2.5 An employee who works an alternative work schedule and who takes vacation leave for an entire day (or week) shall have his or her vacation account reduced by the amount of hours normally worked that day (or week).

*Example: if an employee takes vacation on a day that he or she normally works ten (10) hours, he or she shall request ten (10) hours of vacation leave, not eight (8) hours.*

#### **Intent of proposed changes:**

- The City is proposing the language change at section 13.2.2 (b) to streamline the process of approving vacation leave requests when the request is for vacation leave of six (6) or more consecutive days.
- The City is proposing the insertion of "and approved" at section 13.2.3 to clarify that this language only applies to approved vacation leave requests.

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## Article 14. Health and Life Insurance

### Labor/Management Benefits Committee

- 14.1 The parties agree to the continuation of the City-wide Labor/Management Benefits Committee (LMBC). ~~During the term of this initial Agreement, the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participates in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC.~~

14.1.1—The LMBC will consist of fourteen (14) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU); the Portland Fire Fighters' Association (PFFA); the City of Portland Professional Employees Association (COPPEA); AFSCME, Local 189 representing Emergency Communications Operators (BOEC); Municipal Employees, Local 483 representing Recreation Employees (Recreation); the Portland Police Commanding Officers Association (PPCOA); and AFSCME, Local 189 representing the Portland Housing Bureau (Housing). The remaining seven (7) members shall be appointed by the City.

- 14.2 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 or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.

- 14.3 The committee shall select its chairperson, who shall serve at the will of the committee.

- 14.4 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.

- 14.5 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.

- 14.6 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 1<sup>st</sup> of each year.

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- 14.7 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.

### **Benefits Eligibility**

14.8 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.

- ~~14.8~~ 14.9 **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. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. 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 ~~his/her~~ their regularly scheduled hours. Coverage for the employee and ~~his/her~~ their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to ~~his/her~~ 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.

14.9.1 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.

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~~44.8.1~~ 14.9.2 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.

~~44.9.1~~ 14.10 **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. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. 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 ~~his/her~~ their regularly scheduled hours. Coverage for the employee and ~~his/her~~ their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to ~~his/her~~ 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.

~~44.9.1~~ 14.10.1 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.

~~44.10~~ 14.11 **Part-Time Employee Percentage of City Contribution based on employee status.** The amount of contributions which the City will make on behalf of regularly ~~part-time~~ appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Full-Time Employee Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

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The percentage of benefits paid shall be paid based on whether an employee is actively employed in an eligible job class and status and are working their regularly scheduled hours.

#### **14.12 City/Employee Contributions**

**14.12.1 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2015.** ~~Effective in Benefit Plan years July 1, 2014 through June 30, 2015, the City shall contribute ninety-five percent (95.0%) of the combined total 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 combined total medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). Contributions for part time employees are governed by this Article. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the Union shall be provided written notice of the amounts. 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.~~

**14.12.2 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.

**14.12.3 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.**

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- a. 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) 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) 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.
1. ~~b.~~ 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) 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) 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.
2. \_\_\_\_\_
- c. 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

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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 calendar year of service.

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4. 14.12.3 Should bargaining unit members under successor agreements to the City's current collective bargaining agreement (CBA) with the DCTU or the City's current CBA with COPPEA receive a premium share contribution greater than those offered herein under the Self-Insured Medical Plan or the Kaiser Plan effective in Benefit Plan year starting July 1, 2018, bargaining unit members covered by this Agreement shall have the right to receive the equivalent provided to the DCTU or COPPEA on a prospective basis.

14.12.4. Contributions for part-time employees are governed by this Article. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the Union shall be provided written notice of the amounts.

#### **14.10      14.13 Medical Coverage Opt Out**

14.11 Effective July 1, 2015 through June 30, 2017, 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 Article 14.14~~2~~ and its subsections 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

~~14.12~~ 14.14 Effective July 1, 2015 through June 30, 2017, Employees may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP). In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

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

~~14.13~~ 14.15 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 2nd 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%).

14.16 Effective July 1, 2015 through June 30, 2017, ~~the~~ the City shall pro-rate the cash payment in 14.14 and the City contribution in ~~14.12 and 14.135~~ above for part-time benefits eligible employees if they are actively employed in an eligible job class and status and are working their regularly scheduled hours.

~~14.14~~ 14.17 Effective July 1, 2017 and in subsequent plan years, a benefits eligible employee who has alternate group medical coverage may opt out of City provided medical/vision coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Article 14.12 and its subsections and shall receive a cash payment every eligible payday (except for the third payday in a month) as follows:

Cash Payment \$55 per eligible payday

14.18 Effective July 1, 2017 and in subsequent plan years, full-time employees may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP). 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 (except for the third payday in a month) as follows:

City Contribution \$125 per eligible payday

14.19 The City shall pro-rate the cash payment in 14.17 and the City contribution in 14.18 above for part-time eligible employees if they are actively employed in an eligible job classification and status and are working their regularly scheduled hours.

## Domestic Partners

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~~14.15~~ 14.20 Benefit coverage for domestic partners will continue. For purposes of this Agreement, the phrase "domestic partners" shall be as defined by the LMBC. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The LMBC will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

#### **Health Fund Reserves**

~~14.16~~ 14.21 The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.

~~14.17~~ 14.22 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.

~~14.18~~ 14.23 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.

#### **Retiree and Survivor Benefits**

14.24 The City shall make available to a retired employee, spouse (or domestic partner) and children, or to the surviving spouse (or domestic partner) and children, or to a surviving spouse or domestic partner, 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 the retiree and/or the spouse (or domestic partner) becomes eligible for federal Medicare coverage.

~~The~~ 14.25 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 or remarries (or establishes a new domestic partnership) and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.

~~14.19~~ 14.26 The promise of the City to ~~provide~~ offer insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification

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by the retired employee with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

#### **Life Insurance**

~~14.20~~ 14.27 The City shall provide each employee with a life insurance ~~policy~~coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

~~14.24~~ 14.28 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

#### **Disability Insurance**

~~14.22~~ 14.29 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 ~~modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.~~

#### **Federal and State Health Legislation**

~~14.23~~ 14.30 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.

#### **Intent of proposed changes:**

- The substantive changes at section 14.12 are made to reflect the value that City Council places on the importance of maintaining a relationship with a primary health care provider. The City's position is that requiring employees to receive a preventive health examination once every two (2) calendar years in order to retain the City's contribution of 95% toward the health care premium cost for each full-time employee who elects the Self-Insured or the Kaiser Plan has the most potential impact for employees when health issues arise.
- Employees who elect the HDHP will not be required to receive a preventive health examination in order to retain the City's contribution of 100% for medical and vision and the City's contribution of 95% for dental because of the potential

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risk the employee is taking that the employee will not have any major health issues while covered by the HDHP.

- References to "his/her" in current contract language have been changed to "their" to reflect the City's position of being gender neutral.
- The remainder of the proposed changes are made for administrative ease or for clarification.

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*Marina Scott 6/28/15*

## **Article 20. Union Representation**

20.1 Representatives of the Union shall have access to the City's operations, provided they do not interfere or cause workers to neglect their work.

20.2 **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall notify his/her supervisor prior to performing such grievance-related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward and/or Union officer having direct responsibility for them.

20.3 **Shop Stewards.** It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this Agreement. The City also recognizes that it is desirable that the person designated as steward shall receive his/her fair share of the work that s/he is qualified to perform. In no event shall the City discriminate against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

20.3.1 The Union shall have a right to take up any disciplinary action brought against a Shop Steward 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.

20.4 **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. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual

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employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on City time.

20.4.1 Meetings for the purpose of discussing disciplinary action under section 28.1 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.

**20.5 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.

20.5.1 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. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

20.5.2 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.

**20.6 Labor Management Committee.** The parties agree to establish a Labor Management Committee for the duration of this labor Agreement. The intent of the Labor Management Committee is to assist Bureau managers and Union officials and members to work towards building a cooperative and collaborative work environment at all levels of the organization. The expectation is that the parties will identify mutual workplace problems and concerns and will work together for their resolution. Further, beyond this contract, labor and management will work jointly to form teams, committees or work groups as the need arises to facilitate problem solving.

**20.7 New Employee Orientation.** A steward and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first thirty (30) days of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any

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time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.

### **Union Bulletin Boards**

20.8 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.

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

20.8.2 If the City believes that a notice does not meet the criteria specified in Article 20.8.1, 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 20.8.1, 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 20.8.1. If the arbitrator determines that the criteria of 20.8.1 have been met, the notice will be re-posted.

### **Union Leave**

20.9 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member.

20.10 Employees seeking Union paid Union leave shall obtain approval from the Union to take such leave and shall make arrangements with their supervisor(s) or manager(s) in advance of the requested leave date and time. To the extent reasonably possible, the Union shall provide written notification to Labor Relations that an employee's Union leave request is authorized a minimum of 72 hours in advance of the date of the requested leave. Only the President of the Union or his or her designee(s) shall be permitted to authorize such requests. Labor Relations shall contact the manager or supervisor to confirm that the Bureau can accommodate the requested Union paid Union leave, and will notify the Union if the request is approved or denied within two business days of the date the Union's written authorization is received.

20.11 The parties recognize that the time required for the approval process in Article 20.10 may unduly interfere with the responsibilities of certain officers. Therefore, it is agreed that the President, Vice President, Secretary, Secretary-Treasurer, Chief Steward, Organizer, Editor and authorized members of bargaining teams may occasionally gain approval after-the-fact, provided that under no circumstances shall an

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officer or bargaining team member absent him/herself from work without first coordinating with his/her immediate supervisor.

20.12 The City shall bill the Union on a quarterly basis. All billing of Union paid Union leave for a calendar year must be sent to the Union no later than March 1<sup>st</sup> of the following year.

20.13 The Union shall remit payment or raise disputes regarding the bill, within forty-five (45) days of the billing.

~~20.10~~ 20.14 The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of four (4) 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 court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and 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 benefits costs associated with these leaves. Wage-driven benefit costs include ~~(Effective with this Agreement the rate is 124.76% a percentage of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.)~~ Should the wage-driven benefits costs change, the City will make every effort to provide written documentation of the change to the Union. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 14.

~~20.11~~ 20.15 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union of which s/he is a represented member which requires a long term leave of absence from his/her duties with the City to represent City of Portland Union members, s/he shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent City of Portland union members. An employee on union leave that no longer fills the position to which s/he was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/her desire to return to active City employment and must accept the first available opening offered that s/he is physically and technically capable of performing within his/her City classification, or the leave is automatically terminated.

~~20.12~~ 20.16 The return to active City employment shall be effected by the employee requesting to have his/her name placed on the appropriate laid-off list. Any employee placed on the recall list is subject to applicable Human Resources Administrative Rules. She or he may be certified only for vacant positions represented by the affiliate Union and in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that s/he is physically and technically

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qualified to perform the work of that classification in which s/he holds status.

~~20.13~~20.17 There shall be no more than one (1) employee on long term union leave at any given time from a Union representing less than 500 City employees at the time of leave. Notwithstanding the foregoing, this section would not preclude employees from attending union conferences at no cost to the City.

**20.18 Stewards and Representative Lists.** The Union shall provide Labor Relations with the names of Representatives and Stewards who are authorized to represent employees upon periodic request. The Union shall endeavor to keep Labor Relations apprised when changes occur.

#### **Intent of proposed changes:**

- The language inserted at section 20.6 reflects the values of both parties concerning the intent behind the establishment of a Labor Management Committee.
- The language inserted at sections 20.10 through 20.13 reflect the language that the parties mutually agreed to concerning the processing of Union paid Union leave.

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*Shirley Scott 6/23/15*

## **Article 22. Professional Development Fund ~~Pilot Program~~**

- 22.1 The Union and the City mutually recognize the benefits of professional development activities for bargaining unit members.

### **Funding**

~~22.2 The City shall finance a Professional Development Fund in the amount of \$10,000 for the period upon ratification by both parties of this Agreement until June 30, 2012. Any unexpended monies shall be returned to the City.~~

~~22.3~~ 22.2 The City shall finance a Professional Development Fund in the amount of \$10,000 for each fiscal year ~~2012-2013~~ this Agreement is in effect. Any unexpended monies shall be returned to the City.

~~22.4 The City shall finance a Professional Development Fund in the amount of \$10,000 for fiscal year 2013-2014. Any unexpended monies shall be returned to the City.~~

~~22.5~~ 22.3 The City shall finance a Professional Development Fund in the amount of \$10,000 for fiscal year ~~2014-2015~~. The Professional Development Fund shall sunset on June 30, 2015~~9~~. Any unexpended monies shall be returned to the City. Professional development activities eligible for reimbursement must begin no later than June 30, 2015~~9~~.

### **Employee Eligibility**

~~22.6~~ 22.4 In order to be eligible to apply for reimbursement from the Fund, employees must have completed their initial probationary period.

~~22.7~~ 22.5 Each full-time employee shall be eligible for up to \$~~1500~~ 2,000 reimbursement during the ~~three (3) year funding period outlined in section 22.2~~ of July 1, 2012 to June 30, 2015.

~~22.8~~ 22.6 Part-time and job share employees shall be eligible for reimbursement on a prorated basis.

~~22.9~~ 22.7 In order to be eligible to receive Professional Development Fund reimbursement, employees must hold a position covered by the bargaining unit at the time the professional development activity is completed and reimbursement is requested.

### **Professional Development Activities Eligible for Reimbursement**

~~22.10~~ 22.8 Employees who request, and are approved, to receive monies from the Professional Development Fund must use those funds for any of the following

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professional development activities, provided the activities pertain to their current position or for another City position:

22.10.1 Fees and/or tuition to professional development seminars, classes, workshops and conferences.

22.10.2 Travel, per diem, lodging, and special expenses associated with attendance at professional development seminars, classes, workshops and conferences. All travel-related reimbursements shall be subject to City rules, policies, and procedures.

22.10.3 Books, tapes, videos and software that may assist the employee in his/her professional development.

22.10.4 Licenses, certifications and professional organization dues related to, but not required for, an employee's current position.

~~22.11~~22.9 Release time to attend professional development activities shall be subject to approval at the Bureau director, or designee's, sole discretion.

### **Fund Administration**

~~22.12~~22.10 The Professional Development Fund shall be administered by a three (3) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the Union and one (1) member by the Bureau.

~~22.13~~22.11 The Professional Development Committee decisions shall be made by consensus. The Professional Development Committee shall establish committee decision-making processes and criteria for approval of Professional Development Fund requests.

~~22.14~~22.12 Professional development funds shall be disbursed on a reimbursement basis. Applications must be received before professional development activities begin. Applications for reimbursement shall be considered on a first-come, first-served basis.

~~22.15~~22.13 All reimbursements shall be subject to City rules, policies, and procedures.

~~22.16~~22.14 Article 22 is not subject to the grievance procedure.

~~22.17~~22.15 The parties agree that either party may terminate Article 22 at any time for any reason upon thirty (30) days written notice to the other party.

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**Intent of proposed changes:**

- This proposal reflects the City's agreement to continue the Professional Development Fund for the life of the successor agreement.

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*Stuame Scott 6/23/15*

## Article 25. Maintenance of Standards

25.1 All mandatory conditions of employment not specifically mentioned in this Agreement shall remain at the levels in effect at the time of ratification by both parties of the initial this Agreement, ~~March 21, 2012~~.

### Intent of proposed changes:

- Housekeeping.

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*Shuanne Scott 6/23/15*

### **Article 32. Effective Date and Duration of Agreement**

32.1 This Agreement, effective upon ratification of both parties, shall remain in full force and effect July 1, 2015 through ~~until~~ June 30, 2015~~9~~.

32.2 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 and the Union 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.

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**Letter of Agreement “Me Too”**  
(Foreign-Language Program Work Group)

This Letter of Agreement (LOA) is entered into between the City of Portland (City), on behalf of the Portland Housing Bureau (PHB) and the American Federation of State, County, and Municipal Employees, Local 189-3 (the Union).

**RECITALS**

- A. The City and the Union are engaged in successor negotiations over the terms and conditions of employment for employees at the PHB in classifications listed in Schedule “A” of the agreement in effect from July 1, 2011 to June 30, 2015.
- B. The City and the Union agree that the successor agreement shall be in effect July 1, 2015 to June 30, 2019 (the 2015-2019 CBA).
- C. The Union has expressed an interest in providing a differential pay to employees who are asked to utilize their ability to speak a foreign language as part of their job duties. The City has an interest in looking at foreign language proficiency much more broadly, both in terms of the number of City bureaus involved and the variety of topics, including but not limited to, certifications for City employees to interpret and translate a foreign language, preference for hiring and promotion, out of class pay when asked to utilize one’s skill if to do so is not part of their regular job duties, and possibly premium pay (a Foreign-Language Program or Program).
- D. The City is currently in the process of creating a work group of labor and management participants (the Foreign-Language Work Group) to make recommendations concerning the Foreign-Language Program.
- E. The Foreign-Language Work Group will be tasked with making written recommendations to the Human Resources Director. Depending on the nature of the recommendations, they may be subject to bargaining. If so, the recommendations will be bargained at the time each agreement is open for negotiations.

**AGREEMENT**

- 1. This LOA shall be effective upon ratification of the 2015-2019 CBA by both parties.

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2. In the event the Foreign-Language Work Group recommends changes that are mandatory for bargaining the parties agree to open the contract to discuss those proposals for potential implementation.

**Intent of proposal:**

- The intent behind this proposal is to provide a “me too” to the Union concerning a citywide Language Program. If the Language Work Group’s recommendations include mandatory subjects of bargaining, the City agrees to a re-opener with the Union before implementing the Program.

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## Schedule A. Salary Rates

### YEAR ONE (July 1, 2015 or upon ratification by both parties to June 30, 20126)

Effective July 1, 2015, or upon ratification by both parties, whichever date is later, Ssalary rates for classifications in Schedule "A" for the period July 1, 20145 to June 30, 20126 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 2<sup>nd</sup> Half 200913 and the 2nd Half 20104) for the City of Portland, Oregon, 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%). This salary increase shall be based upon the employee's salary rate as of July 1, 20145.

~~Each employee shall be eligible for a merit increase on his or her job classification anniversary date during the period July 1, 2011 to June 30, 2012.~~

~~On June 30, 2012 employees shall be placed at the step closest to their current rate of pay that does not result in a pay reduction or exceed the maximum pay rate for that classification.~~

### YEAR TWO (July 1, 20126 to June 30, 20137)

Salary rates for classifications in Schedule "A" for the period July 1, 20126 to June 30, 20137 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 2<sup>nd</sup> Half 204014 and the 2nd Half 204415) for the City of Portland, Oregon, 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 (July 1, 20137 to June 30, 20148)

Salary rates for classifications in Schedule "A" for the period July 1, 20137 to June 30, 20148 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 2<sup>nd</sup> Half 201415 and the 2nd Half 20126) for the City of Portland, Oregon, 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%).

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**YEAR FOUR (July 1, 20148 to June 30, 20159)**

Salary rates for classifications in Schedule "A" for the period July 1, 20148 to June 30, 20159 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 2<sup>nd</sup> Half 20126 and the 2nd Half 20137) for the City of Portland, Oregon, 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%).

Schedule A ~~Effective June 30, 2012~~  
(Wage Rates effective July 1, 2015 or upon ratification, whichever date is later – June 30, 2016)

To be provided by Class/Comp upon ratification by both parties

**Intent of proposed changes:**

- This proposal reflects City Council's direction that COLA will not be effective in the first year of the successor agreement until both parties have ratified the successor agreement.

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*Shuanne Scott 6/23/15*

**Note:** This proposed language is intended to be on the back inside cover of the Agreement, immediately after the Index.

**THE FOLLOWING IS NOT PART OF THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND THE UNION AND IS NOT SUBJECT TO THE  
GRIEVANCE PROCEDURE.**

The City of Portland and the Union agree that it is in their mutual interest to create and maintain a strong and collaborative relationship and to encourage and support a work environment that fosters commitment amongst all employees to implement the mission of the Portland Housing Bureau (the Bureau) and thereby enhance the quality of life of residents of the City of Portland.


Both parties clearly understand that employees want the Bureau to be successful; that the Bureau is committed to retaining qualified and capable employees; and that performance, productivity and effectiveness will prosper as a result of a cooperative relationship and work environment.

Such cooperation is intended to create opportunities for all employees of the Bureau to work individually and collectively to strengthen and change the Bureau for the better and demonstrate their skills in equity, fairness, transparency, and trustworthiness the Bureau hopes to project externally in system change work.

**Intent of proposed changes:**

- This proposal reflects the values of both parties.

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 Scott  
 2-2-2015

## Article 5. Non-Discrimination

5.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination toward any protected classes, including but not limited to: age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, veteran status, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

5.2 All reference to gender used in this Agreement designates both sexes and when the male gender is used, it shall be construed to include both male and female employees covered by this Agreement.

~~5.3 Upon notification to the Union by the City of an employee filing for redress in another recognized legal forum regarding any item covered by this Article, any grievance regarding this Article filed by, or on behalf of, that same employee will be withdrawn.~~

~~5.4~~ 5.3 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in the Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

**Note:** We are proposing the above change to reflect the recent court decisions.