

## EXHIBIT A

**Letter of Agreement**

The parties to this letter of agreement are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483.

**Background**

1. In light of the of the June 27<sup>th</sup>, 2018 Supreme Court decision "*Janus V. American Federation of State, County, and, Municipal Employees, Council 31, ET AL.*" the parties wish to update the current (July 1, 2018-June 30, 2022) Seasonal Maintenance Worker Collective Bargaining Agreement language concerning dues check-off and union security. The parties also wish to update the language in Schedule A to reflect the agreed upon index for calculating Cost of Living Adjustments. The parties agree that the language in this LOA reflects the practice of the City and the Union since the June 2018 "*Janus.*" Decision

**Agreement**

1. The Parties agree to make the following revisions to the Seasonal Maintenance Worker Collective Bargaining Agreement:

**~~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 their 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 which prohibit 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.~~
- ~~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 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.~~

### **3. Union Security / Dues Check off**

3.1 The City agrees to deduct from the paycheck of each employee who has so authorized it by written, affirmative consent, the regular initiation fee and regular monthly dues uniformly required of members of Laborers' Local 483. The amounts deducted shall be transmitted monthly to the Union. The Union shall have the sole responsibility to determine which employees are authorized dues payers and shall provide a list to the City. The Union shall provide the City with updated lists as necessary. The City will rely on the list from the Union as an accurate list of employees that have authorized such deductions.

3.2 Upon request, the Union shall provide copies to the City of employees' written authorization to deduct dues or other authorized payments.

3.3 The total amount of the monies deducted for regular union dues shall be transmitted to the Union monthly after the payroll deduction is made.

3.4 The City agrees to deduct other payments from the paycheck of each employee who has so authorized it by affirmative consent in writing, including, but not limited to, political action committee payments and other assessments. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the employees involved.

3.5 The performance of these services is at no cost to the Union. 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. The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

3.6 Employees may cease such payments by following the Union process for revocation.

**SCHEDULE "A"**

*Salary rates for the Seasonal Maintenance Worker classification for the period from the date of ratification to June 30, 2022 are contained in Schedule "A."*

**YEAR ONE - upon ratification of the parties to June 30, 2019**

<b>JCN</b>	<b>Title</b>	<b>Entry</b>	<b>Maximum</b>
1205	Seasonal Maintenance Worker	\$14.64	\$15.94

**YEAR TWO - July 1, 2019 to June 30, 2020**

*Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 are to be increased by one hundred percent (100%) of the annual increase in the ~~{Index to be determined}~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2017 and the 2nd Half 2018) for the West - Size Class A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).*

**YEAR THREE - July 1, 2020 to June 30, 2021**

*Salary rates for classifications in Schedule "A" for the period July 1, 2020 to June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in ~~{Index to be determined}~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2018 and the 2nd Half 2019) for the West - Size Class A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).*

**YEAR FOUR – July 1, 2021 to June 30, 2022**

*Salary rates for classifications in Schedule "A" for the period July 1, 2021 to June 30, 2022 are to be increased by one hundred percent (100%) of the annual change in the ~~{Index to be determined}~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2019 and the 2nd Half 2020) for the West - Size Class A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less the one percent (1%) or greater than five percent (5%).*

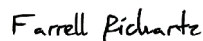
*A Seasonal Maintenance Worker who completes a season at the entry rate shall be paid at the maximum rate in any subsequent season they are employed as a Seasonal Maintenance Worker, provided they have no break in re-employment. A Seasonal Maintenance Worker who returns after a break in re-employment shall be paid at the entry rate unless the bureau director or designee authorizes the employee be paid at the maximum rate. If the break in re-employment is due to a lack of available work, the employee shall be paid at the maximum if they are re-employed in a subsequent season.*

2. This Agreement does not go into effect until it is authorized by City Council.

So Agreed.

For the Union:

DocuSigned by:

 Farrell Richartz

BE962870D03E483...

Farrell Richartz,

LiUNA Local 483 Business Manager

5/5/2021

Date

For the City:

DocuSigned by:

 Cathy L. Bless

303A109537BD41A...

Cathy Bless

Director of the Bureau of Human Resources

5/5/2021

Date

Approved as to Form:

DocuSigned by:

 Lory Kraut

BC9904E9BC6E48C...

Lory Kraut

Sr. Deputy City Attorney

5/5/2021

Date