

## Exhibit A

City of Portland to LL483  
Proposal – August 18, 2021

### Letter of Agreement

The parties to this Agreement are the City of Portland (City) on behalf of the Portland Bureau of Transportation (Bureau) and Laborers' International Union of North America (LIUNA) Local 483 – Portland City Laborers (Union) on behalf of employees in the Streetcar Division.

#### BACKGROUND

1. The City and the Portland City Laborers are parties to a collective bargaining agreement effective July 1, 2018 through June 30, 2021 and extended until June 30, 2022.
2. As required by federal legislation and state rules, the Portland Streetcar is required to implement a Safety Management System (SMS). As a result of the implementation of the SMS, the Utility Worker I has been classified as a "safety sensitive" position. The effect of the "safety sensitive" designation is the placement of employees working in the Utility Worker I classification in the City's random drug and alcohol testing pool.
3. Portland City Laborers' asserted its collective bargaining rights under the Public Employees Collective Bargaining Act (PECBA) over the change in designation.
4. The parties agreed to hold negotiations in abeyance through August 2021 due to the ongoing COVID-19 pandemic, however, both have a mutual interest in coming to an agreement that meets both parties' interest. Streetcar Utility Worker I's are subject to drug and alcohol testing during the abeyance period.

#### AGREEMENT

The parties stipulate and agree as follows:


1. The Bureau will provide the opportunity for Sharon Allen, Nicole Graybill, and Zuleyma Carballo-Figueroa, employees in the Utility Worker I classification within PBOT Streetcar to attend Bureau approved training and/or other approved professional development courses. Opportunities will be posted and interested employees will coordinate with their supervisor or manager for the purpose of scheduling. The Bureau will establish and post a policy on attendance expectations for approved training and coursework.
2. The Bureau will offer Commercial Driver's License (CDL) Class A training at PBOT Maintenance and Operations for Sharon Allen, Nicole Graybill, and Zuleyma Carballo-Figueroa, employees in the Utility Worker I classification within PBOT Streetcar. The following guidelines apply to CDL training:
  - a. The City will pay for the expense of the training and for the DOT physical, however, time spent in training is voluntary and not paid by the City.
  - b. Training is provided on Saturdays in two-hour blocks.
  - c. Employees participating in the CDL training will be required to obtain a permit and complete any necessary tests prior to the start of training at their own cost.
  - d. Employees interested in obtaining the CDL training must coordinate with the Streetcar manager for scheduling. Scheduling by the Bureau will take operational needs into consideration and the Bureau may impose a limitation on how many employees are able to be released for CDL training at any given time.

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- e. Obtaining a CDL is not a requirement of the work as a Utility Worker I classification and as such, no premium pay will be provided for employees who successfully complete the program or hold and maintain their certification.
  - f. Employees must submit their interest in the CDL training program to their manager in writing by October 1, 2021. Training must be completed by December 31, 2022.
3. The parties agree that Section 1 and 2 of this Letter of Agreement apply only to Sharon Allen, Nicole Graybill, and Zuleyma Caballo-Figueroa, employees in the Utility Worker I classification in the PBOT Streetcar Division. These three employees were regular-status incumbents in the Utility Worker I classification at the time the bureau designated the classification as safety sensitive.
  4. The City agrees to conduct a Classification/Compensation market review and evaluation of the Utility Worker I classification to determine if a specialty designation is appropriate for the Utility Worker I Streetcar work. This information will be provided to the union upon completion of the review.
  5. This Agreement is based on the circumstances described and does not constitute or create a precedent for any party to this Agreement.
  6. This Agreement requires the approval of City Council. It shall take effect on the effective date of the ordinance approving this Agreement and shall sunset on June 30, 2022.

For the Union:

  
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 Farrell Richartz  
 Business Manager, LL483

SEPTEMBER 8, 2021  
 \_\_\_\_\_  
 Date

For the Bureau:


Christopher Warner  
 Digitally signed by Christopher Warner  
 Date: 2021.09.15 14:15:53 -07'00'  
 \_\_\_\_\_  
 Chris Warner, Director

\_\_\_\_\_  
 Date

For the City:

Cathy L. Bless  
 Digitally signed by Cathy L. Bless  
 Date: 2021.09.15 16:24:44 -07'00'  
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 Cathy Bless  
 Chief Human Resources Officer  
 Approved as to Form:

\_\_\_\_\_  
 Date

  
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 Lory J. Kraut  
 Senior Deputy City Attorney

10/07/2021  
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 Date