LETTER OF AGREEMENT Portland Housing Bureau – Grievance Settlement

The parties to this Settlement Agreement (LOA) are the City of Portland (City), the Portland Housing Bureau (Bureau), and American Federation State, County and Municipal Employees, Local 189 (Union/AFSCME-189), (collectively "Parties").

Background

- The City and the Union are parties to a collective bargaining unit effective from January 1, 2021, to December 31, 2024.
- 2. The Business System Analyst (BSA) II classification was established as represented by the Union in March 2022.
- 3. The Housing Business Systems Analyst (HBSA) has been a represented classification under the DCTU Agreement since 2018 and before that represented under the City of Portland/AFSCME Local 189-3 Agreement. When the BSA II classification became represented and their wage scale was created, they City and Union did not amend the wage scale of the HBSA. The Parties have been in protracted discussions about adjusting the wage scale of the HBSA to align with the BSA II wage scale and the effective date of such retro action and wish to resolve the pay disparity through this Agreement.
- 4. The City and Union have also mutually agreed to settle two grievances in abeyance:
 - a. A 2022 Grievance regarding 2-day suspension without pay for Housing employee, M.D.
 - b. A 2023 Grievance regarding Work out of Class pay for two Housing Program Specialist, Assistants.

Agreement

- 1. The Parties agree to align the HBSA wage scale to that of the Schedule A BSA II wage scale, retroactive to March 9, 2022.
- 2. The Parties agree to align the HBSA, Assistant wage scale to that of the Schedule A BSA I scale. This classification is vacant and no retro pay action is required.
- 3. The single incumbent HBSA, employee A.M., will have their HBSA wages adjusted retroactive to March 9, 2022. Wages will be adjusted in accordance with the attached spreadsheet.
- 4. The City agrees to reduce M.D.'s discipline to from a 2-day suspension to a written reprimand. The City will not reimburse pay for the suspension but will issue a new letter of written reprimand and shall allow the employee to submit a request to have his written reprimand removed from his personnel file effective one year from the date of the new letter.
- 5. The Bureau agrees to resubmit to the BHR Classification, Compensation and Pay Equity team a request to evaluate the scope of work of the Housing Program Specialist, Assistant to determine if the current work assignment(s) performed by incumbents meets the higher-level classification work of a Housing Program Specialist. If the work is determined to meet the definition of higher-level classification work and the employee

has substantially performed the work of the higher classification in accordance with Article 11.1, then the current incumbent(s) will be subject to a one-time retroactive Working Out of Classification pay for hours they were deemed to have been working out of classification.

- 6. The Union agrees to withdraw the aforementioned grievances with prejudice.
- 7. This Agreement does not set any precedent, except for the terms set forth herein, and is not subject to the contract grievance or ERB ULP procedures.
- 8. This Agreement is effective upon the Parties full execution and by authorization of the City Council.

For the City:

For the Union:

Tracy WarrenDateInterim Director of the Bureau ofHuman Resources

Rob Martineau President of AFSCME Local 189 Date

Approved to Form:

Matt Farley Senior Deputy City Attorney Date

Aurelia Moran

CURRENT - keeps the current Housing Business Systems Analyst scale

	Annualized	Ste Pla	p cement	Hours Paid	Base wages	Estimated roll- up costs	
Start Date End Date Change Reason	Salary	Hourly Rate in S	AP Pay Scale	during Period	during period	during period	Total City Cost
03/09/2022 06/30/2022	77,084.80	37.06 Y1	SCL02806	656	\$ 24,311.36	\$ 8,508.98	\$ 32,820.34
07/01/2022 12/10/2022 COLA	80,932.80	38.91 Y1	SCL02806	928	\$ 36,108.48	\$ 12,637.97	\$ 48,746.45
12/11/2022 06/30/2023 Step Increase - Rep	84,240.00	40.50 Y2	SCL02806	1160	\$ 46,980.00	\$ 16,443.00	\$ 63,423.00
07/01/2023 12/10/2023 COLA	88,462.40	42.53 Y2	SCL02806	920	\$ 39,127.60	\$ 13,694.66	\$ 52,822.26
12/11/2023 06/30/2024 Step Increase - Rep	92,060.80	44.26 Y3	SCL02806	1160	\$ 51,341.60	\$ 17,969.56	\$ 69,311.16
7/1/2024 12/10/2024 COLA	96,990.40	46.63 Y3	SCL02806	936	\$ 43,645.68	\$ 15,275.99	\$ 58,921.67
12/11/2024 12/31/2024 Step Increase - Rep	101,046.40	48.58 Y4	SCL02806	120	\$ 5,829.60	\$ 2,040.36	\$ 7,869.96
					\$ 247,344.32	\$ 86,570.51	\$ 333,914.83

Aurelia Moran

PROPOSED - places Aurelia on the Entry of the BSA II scale effective 3/9/2022; provides first step increase on 12/11/2023

			Annualized		Step Placement		Hours Paid	Base wages	Estimated roll- up costs	
Start Date	End Date	Change Reason	Salary	Hourly Rate	in SAP	Pay Scale	during Period	during period	during period	Total City Cost
03/09/2022	06/30/2022		83,158.40	39.98	EN	SCL02814	656	\$ 26,226.88	\$ 9,179.41	\$ 35,406.29
07/01/2022	12/10/2022	COLA	87,318.40	41.98	EN	SCL02814	928	\$ 38,957.44	\$ 13,635.10	\$ 52,592.54
12/11/2022	06/30/2023	no change	87,318.40	41.98	EN	SCL02814	1160	\$ 48,696.80	\$ 17,043.88	\$ 65,740.68
07/01/2023	12/10/2023	COLA	91,686.40	44.08	EN	SCL02814	920	\$ 40,553.60	\$ 14,193.76	\$ 54,747.36
12/11/2023	06/30/2024	Step Increase - Rep	96,270.72	46.28	Y1	SCL02814	1160	\$ 53,689.44	\$ 18,791.30	\$ 72,480.74
7/1/2024	12/10/2024	COLA	101,436.61	48.77	Y1	SCL02814	936	\$ 45,646.47	\$ 15,976.27	\$ 61,622.74
12/11/2024	12/31/2024	Step Increase - Rep	106,475.20	51.19	Y2	SCL02814	120	\$ 6,142.80	\$ 2,149.98	\$ 8,292.78
								\$ 259,913.43	\$ 90,969.70	\$ 350,883.13

Total Additional Cost: 3/9/22 - 12/31/24: \$ 16,968.30

	FY 21/22		FY 22/23		FY 23/24		FY 24/25		Total	
Cost:	\$	2,585.95	\$	6,163.78	\$	5,094.68	\$	3,123.89	\$	16,968.30
General Fund %:		98.89%		98.89%		98.89%		98.89%		98.89%
General Fund Impact:	\$	2,557.26	\$	6,095.39	\$	5,038.16	\$	3,089.23	\$	16,780.03