



## Detailed Summary of Changes in the City’s Final Offer

For more information, please see the complete text of the City’s Offer.



Article	Change		Union Commentary
1.1.1-Probationary Period	Increased probationary period for Plans Examiners and Water Bureau Apprentices		This addressed reasonable concerns on the part of the City.
1.1.1.3	Removed the word “endeavor” so that it becomes a requirement, rather than an aspiration.		
1.1.3-Part-Time Employees.	Clarified how part time employee seniority is calculated.		The old language required that seniority be calculated on “time worked” which was difficult to track over time.
1.1.4-Emergency Employment Employees	Struck obsolete language		This was referring to the Emergency Employment Act of 1971. We don’t think this language is going to be missed.
1.1.5-Seasonal Employees	Changed “Seasonal” to “Casual”	👍	There are very few “seasonal” positions at the City, most positions are considered “casual.”
1.2-Rehired Retirees	Provided opportunity for all retiring employees to work 30 days as a rehired retiree	👍	This will allow most retiring employees 30 additional days of employment to bridge the gap between their final City paycheck and their first PERS paycheck.
1.4-Recruitment Incentives	City wants ability to hire employees above the entry salary and provide more vacation at their sole discretion.	👎	Whenever we have argued that a classification is underpaid, the City counters our argument with “we are not having any difficulty recruiting.” We are concerned that this will only make that problem worse, and will further complicate our ability to secure market based increases.
6.4.1 – Job Security and Contracting Out	Increases the amount that would trigger a reporting requirement to the Union when contracting out.	👎	We believe that this will result in more contracting out of Union work. Particularly the work of Facilities Maintenance Technicians.
8.1-Shifts	Changes the times when shift differential will be paid.	👎	Although the City is proposing increasing the amount of the Shift Differential, this would result in a pay cut for many of our members who are currently receiving a shift differential.
8.2- Shifts	Increases shift differential amounts and indexes the amounts to the Consumer Price Index.	👍	The amounts have not been increased in 20 years, this is long over due.
9.2.3-Compensatory Time Off	Eliminates the fixed comp time bank and returns to the “rolling 80”	👎	The City insisted on changing this during our last negotiations. The result was more comp time available for our members. We like the current system, and are not willing to “trade” it.

9.7-Essential Employees	Provides a deferred holiday for essential employees required to work during a City closure.		We were able to address the concerns of employees who work during inclement weather by adding a deferred holiday.
10.4.1-Stand By Pay	Changed the "stand-by" pay from 2 hours pay for 8 hours stand-by, to ¼ hour pay for one hour of stand-by.		This should not negatively impact anyone.
<b>Article</b>	<b>Change</b>		<b>Union Commentary</b>
11.1.5-Working Out of Classification	Adds language that will allow the City to work employees out of class when there is not a vacancy.		Current language restricts when an employee can be worked out of class so that the City is incentivized to create permanent positions rather than work employees out of class for long periods of time.
11.2- Working Out of Classification	Removes all requirements for selecting who gets to work out of class.		We believe that this will result in more favoritism, cronyism and nepotism. We believe that having clear language defining who gets to work out of class and when provides more fairness and equity.
13.2.1-Promotions	Removes requirement to hire current employees off of eligible list before hiring new employees when it is a promotional opportunity.		We believe that current employees should have the first opportunity for promotions, and the City should promote current employees before hiring new employees to fill these promotional opportunities.
15.1-Holidays	Clarifies when certain holidays are to be observed.		
15.2-Holiday Pay	Increases the amount of deferred holidays an employee may carry from 5 to 10.		This was increased to allow essential employees who earn deferred holidays from working during inclement weather to keep their days earned.
<b>Article 17 - Health Insurance</b>			
17.1.1-LMBC	Adds Laborers to the LMBC		Labor Management Benefits Committee.
17.1.2-LMBC	Allows proxy voting at the LMBC		
17.1.4-LMBC	Changes the number required for the LMBC to make a recommendation to City Council.		
17.2-Benefits Eligibility	Changes criteria for benefits eligibility. Currently you become eligible when you start your employment, and remain eligible until the last day of the month that you separate or enter a non-paid leave. Under this language, continuation of insurance is based on the employee "working their regularly scheduled hours."		We are not sure what "working their regularly scheduled hours" is going to mean. Elsewhere in the agreement, "hours worked" refers only to those hours that the employee is actually working, and does not include vacation or sick time. Although we don't believe it is the City's intent, the language in the proposal could be interpreted to exclude vacation and sick leave time for the purposes of benefits eligibility.
17.3.3-17.3.5 – City/Employee Contributions	Establishes the 90%/10% premium split, and creates the opportunity to keep the 95%/5% premium split if the employee receives a preventative health examination.		Although we would prefer to have an incentive based system, rather than the City's punitive system, we support employees seeking a wellness exam. Provided we can protect our members' private medical information.
17.3.9-City/Employee	Eliminates requirement for City to provide health coverage for domestic partners.		We understand that this may be considered obsolete now that everyone can get married. Nevertheless, we prefer the more

Contributions			inclusive definition of family that has developed, and would prefer to maintain this language.
17.4.1 – Health Fund Reserves	Removes requirement to maintain certain reserve funds.		
<b>Article</b>	<b>Change</b>		<b>Union Commentary</b>
17.5.1 – Retiree and Survivor Benefits	Simplifies language		It uses the term “eligible dependents” instead of listing what an eligible dependent is.
17.8 – Disability Insurance	Changes language from requiring LMBC recommendation to “in accordance with the City’s existing practices.”		We would prefer to maintain the current language.
17.9 – Domestic Partners	Eliminates language that defines “domestic partners”		
18 – Sick Leave	Removes language defining “sick leave abuse,” distinguishes between “excessive sick leave use” and “misuse of sick leave.” Establishes a “just cause” standard for any discipline related to sick leave misuse.		The old language regarding City wide sick leave averages and absences in conjunction with “prime days” provided contractual means to discipline employees that would not meet the just cause standard. This is a major improvement.
19.4 – Parental Leave	Adds City paid parental leave to the CBA		We would prefer to see actual language providing the benefit rather than the City’s proposed reference to City policy.
22.17 –Safety, Drug Testing	Allows City of Portland to conduct reasonable suspicion drug testing.		We all agree that employees should not report to work under the influence. The City’s drug policy only deals with intoxication at work, and not with an employees personal time.
22.17.14 – Drug Testing	Limits an employee’s right to a Union representative when undergoing a reasonable suspicion test.		We will not agree to language that strips employees of rights they otherwise possess.
22.18- Drug Testing	Provides that a urinalysis test for marijuana does not provide conclusive evidence of intoxication at the time of the test.		This is our attempt to protect employees who engage in legal, recreational use of marijuana.
27-Wages	Clarifies process for interim bargaining over classification changes.		
28.1-Overpayments	Removes the time limits for the City to recoup overpayments.		The City is currently limited to collecting overpayments to 2 years by payroll deduction. They claim they have the right to sue employees for any overpayment, but they have yet to do so. This would allow them to collect for years.
28.2- Underpayments	Removes the time limits for employees to collect underpayments.		The key with this language is the City must agree that an overpayment has occurred. They rarely agree.
29.1-Tools	Adds requirement of a police report to have tools replaced if stolen.		
29.2-Tools	Changes payment for tools from a reimbursement (requiring receipts) to an allowance which will be paid		If the City is going from a reimbursement to a taxable allowance, the allowance needs to be more than the \$750 proposed.

	annually. Increases amount from \$500 to \$750.		
30-Clothing	Changes payment for clothing from a reimbursement (requiring receipts) to an allowance which will be paid annually. Increases amount from \$150 to \$250.		The amount is going up and is going to be easier to collect. The only down side is, it will be taxable income in the future.
<b>Article</b>	<b>Change</b>		<b>Union Commentary</b>
38-Duration	Provides for a 3 year agreement		
XX-Professional Development Fund	Establishes a professional development fund of \$140,000 per year.		The only reason this is not something we are giving a “thumbs up,” is because we would prefer to see our Workforce Development Language in lieu of this. The Union proposal goes further by creating career pathways, and training opportunities, to help employees advance in their careers at the City.
Schedule A- COLA	Provides a 2.2% increase for cost of living, retroactive to July 1, 2017		
Schedule A- Longevity	Provides a 2% increase after 10 consecutive years as a permanent employee.		The bargaining team would prefer to see this as an actual increase, rather than a longevity increase.
Schedule A – Premiums	Changed to percentage rather than dollar amounts.		This indexes the premiums to wages, and causes them to increase in conjunction with the CPI.
Schedule A – Premiums	Eliminates premiums paid only to LIUNA classifications.		
Schedule A – Premiums #4	Reduces height requirement from 90 feet to 45 feet.		
Schedule A – Premiums #20	Adds a 5% premium for Police Identification Technicians who acquire a Tenprint Fingerprint Certification.		
Schedule A – Premiums #21	Adds a 3% premium for Police Records Specialists and Police Training Coordinators who complete Records Finish training.		
Schedule A – Premiums #22	Adds a 5% premium for Accountant III and IV who acquire a CPA License.		
Selective Increases	See Selective Increase Sheet		

**Based on all of the above, the Bargaining Team is recommending a “NO” vote. We can do better, and urge you to send a message to the City: Give us a fair contract!**