



Detailed Summary of Changes in the City/DCTU Tentative Agreement

For more information, please see the complete text of the Tentative Agreement.



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.
6.4.1 – Job Security and Contracting Out	Increases the amount that would trigger a reporting requirement to the Union when contracting out.		Changes the amount required for contracts to be included in the quarterly report.
9.2.3-Compensatory Time Off	Eliminates the fixed comp time bank and returns to the “rolling 80”.		We’re going back to the old “rolling 80” comp time bank. Although employees will have less in their bank at any given time, there will not be a restriction on how much comp time an employee can accrue and use throughout the year.

Article	Change		Commentary
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.
13.2.1-Promotions	Removes the “rule of two,” which required the City 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.		This was clean-up of existing language.
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.
Article 17 - Health Insurance			
17.1.1-LMBC	Adds Laborers to the Labor Management Benefits Committee (LMBC).		As the Laborers are no longer part of the DCTU, this is housekeeping to add them to the LMBC.
17.1.2-LMBC	Allows proxy voting at the LMBC.		Housekeeping.
17.1.4-LMBC	Changes the number required for the LMBC to make a recommendation to City Council.		Housekeeping.
17.2-Benefits Eligibility	The City’s new language clarifies the existing process and does not change the specifics pertaining to benefits eligibility.		This is an important protection 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 (“wellness”) 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. We insisted that your private medical information be protected as part of this new system.

Article	Change		Commentary
17.3.6	Allows for a limited release of information for Kaiser enrollees.		The City initially proposed a broad release of your HIPAA protected information for any employee enrolled in any City health plan. We were able to limit the information being released to the employee's name, birthdate, last four digits of SSN and confirmation of a health care visit. As Kaiser was the only provider insisting on this, this now only applies to employees enrolled in the Kaiser health plan.
17.4.1 – Health Fund Reserves	Removes requirement to maintain certain reserve funds.		Housekeeping.
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.
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 employee’s personal time.
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 effort to protect employees who engage in legal, recreational use of marijuana when they are not at work and are not intoxicated at work. These workers could still test positive for marijuana use as part of a urinalysis administered while at work while not intoxicated at work. This would require some other evidence of intoxication beyond just the urinalysis.

Article	Change		Commentary
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 that the City must agree that an underpayment 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 annually. Increases amount from \$500 to \$1000.		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.
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.
38-Duration	Provides for a 3 year agreement		
XX-Professional Development Fund	Establishes a professional development fund of \$200,000 per year.		This will allow DCTU employees to develop additional, work related skills so they can advance in a chosen career path.
Schedule A- COLA	Provides a 2.2% increase for cost of living, retroactive to July 1, 2017		Every employee under this agreement sees an increase of AT LEAST 3.85% retro-active to July 1, 2017.
Schedule A- Longevity	Provides a 1.65% increase to every employee who is not receiving a selective 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. It will also provide an increase to most premiums. For example, the Underground premium increases from \$0.80 for a UW II to \$1.04.

Article	Change		Commentary
Schedule A – Premiums	Eliminates premiums paid only to LIUNA classifications.		
Schedule A – Premiums #4	Reduces height requirement to qualify for premium from 90 feet to 45 feet.		
Schedule A – Premiums #7	Changes language to exclude premium paid for outside work unless it broke down on the street in traffic.		Fleet mechanics no longer will receive 5% premium for working outside of their assigned shop. Will no longer receive a premium while working out of an improperly tooled shop truck.
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 or Wage Increases		Approximately 400 employees will be receiving an increase in excess of the 3.85%. Although we wanted more for some of these positions, and wanted others added to list, we believe that overall, this was a success.

Based on all of the above, the Bargaining Team is recommending a “YES” vote.