

TR 981
07/01/04

178650

ITEM

OFFER

"Life and Safety"	a. The Union has withdrawn its demand to "supply a holster and firearms to each Water Security Specialist." b. (1) The City would tentatively agree that the Water Bureau would conduct quarterly meetings for the first year after the bilateral ratification of an <i>Agreement</i> to discuss safety issues particular to the classification of Water Security Specialist. As a component of this <i>Agreement</i> (part of the consideration offered in negotiations), the City agrees that one person attending this meeting would be an employee in the classification of Water Security Specialist that is selected by the Union. (2) Further, the City would tentatively agree that the Water Bureau's Interstate Safety Committee shall include one member who is a Water Security Specialist. This would constitute a "collective bargaining agreement" on this matter as provided in OAR 437-001-0765(5)(a). c. The City respectfully rejects the Local's demand to have a "union appointee sit on the SEMTAC." Further, the Local is hereby notified that this is a permissive subject of bargaining.
Clothing Allowance	The City shall "supply ballistic body armor for all Water Security Specialists." Further, Water Security Specialists shall be eligible for the amount provided in Clause 29.2 of the master <i>Labor Agreement</i> towards the purchase of safety glasses and safety shoes.
Habiliments	In the event that the removal of the any of the status quo habiliments associated with the classification are actively considered, the bureau will confer with a representative of the Water Security Specialists for the purpose of receiving the expressed interests of employees in said classification. Said representative shall be an employee in the classification of Water Security Specialist that is selected by the Union.
Training Allowance	See the City's proposal dated January 21, 2004 regarding Article 13. <i>Note: the parties are in constructive tentative agreement on this issue.</i>
Contracting Out	Per Article 6 of the <i>Agreement</i> . <i>Note: the parties are in constructive tentative agreement on this issue.</i>
Scheduling	Per the City proposal dated March 22, 2004 regarding Article 7. <i>Note: the parties are in constructive tentative agreement on this issue.</i>
Wages	Per the City's offer dated January 21, 2004.
All Other Items	Per the City's offer dated January 21, 2004 unless otherwise proposed herein or tentatively agreed to by the parties.

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Article 38
2/29/04
TA EP:R
02/20/04

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38. Effective Date and Duration of Agreement

This Agreement, effective July 1, 2004 upon the bilateral ratification of same and shall remain in full force and effect until June 30, 2004 2006.

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the DCTU agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

~~If the City of Portland agrees to a different health care package in its current negotiations with COPPEA or Recreation, or with PPA or PFFA in its upcoming negotiations, the DCTU may elect to choose one of those packages and have the entire package applied in lieu of the health care package that is reflected in Article 16 or that results from the joint bargaining provided for in Article 16.3.2.2. This provision shall not apply in the event either the PPA or PFFA bargaining unit wins an interest arbitration which includes health benefits changes which are different than those reflected in this agreement. In addition, the City agrees that if it implements a different health care package for non-represented employees, the DCTU may elect to accept that package in its entirety. In any event, the DCTU may elect only one of the five health care packages (non-represented, PPA, PFFA, COPPEA or Recreation) and must accept it in its entirety.~~

~~In order to comply with IRS rules and regulations governing benefits plans, the DCTU must make its one-time election above no later than February 1, 2002 in order to be effective July 1, 2002. If no election is made by that date, the plan design provided for in Article 16.3.2.1 or 16.3.2.2 shall be effective July 1, 2002 but the DCTU may still exercise its one-time option to elect a different health care package no later than February 1, 2003, to be effective July 1, 2003.~~

For the City of Portland:
Vera Katz, Mayor
Gary Blackmer, City Auditor

For the DCTU:
~~Yvonne Martinez~~ Rick Henson, AFSCME, Local 189
Joe Esmonde, DCTU

Approved as to Form:
City Attorney