

Letter of Agreement for Safety Net Program Acceptance and Implementation

The parties to this Agreement are the City of Portland (City) and the following unions (collectively, "Unions"): The District Council of Trade Unions (DCTU), Laborers' International Union of North America (LiUNA) Local 483; and Professional Technical Employees, Local 17 (PROTEC17).

Background

- 1) On October 5th, 2020 the City sent notice to the Unions of the Council adoption of the Safety Net Program. Shortly thereafter The District Council of Trade Unions (DCTU), LiUNA Local 483, and PROTEC17 demanded to bargain the impacts of this policy.
- 2) The City and Unions met to discuss the impacts of the Safety Net Program. The below agreement represents both parties' efforts to resolve impacts resulting from the Safety Net Program.

Agreement

The parties hereby agree as follows:

Schedule Reductions

- 1) The Parties agree that employees may, with the approval of their manager and Bureau Director or designee, temporarily reduce their hours for any length of time through June 30, 2022 to any number between 0.9 and 0.5 FTE, resulting in a cost savings to the City, provided that such reduction in hours meets the operational needs of the bureau and does not create overtime costs.
 - a. Employees electing a reduced schedule agree to do so for a defined period of time, but either the employee or bureau management may withdraw from the reduced schedule agreement with 30 days' notice. Schedule changes will not be done in an arbitrary or capricious manner.
 - b. The City will continue employer health care contributions at the same level that existed just prior to the reduction in schedule for employees reducing to any amount between 0.9 and 0.5 FTE.
 - c. Employees who voluntarily reduce their schedule under this Agreement do so for a savings to the City and will not have their anniversary dates adjusted now or in the future for step/merit increases or any other purpose.
 - d. All compensable and fringe benefits shall remain at pre-reduction rates. This does not apply to any wage driven benefits (e.g. PERS, Social Security, Medicare).¹
 - e. Seniority continues to accrue at an employee's pre-reduction rate.

¹ PERS-All tiers, SS, Medicare, TriMet, Basic Life Insurance, Disability Plans

- f. The City will provide a report to the Unions upon request of all employees who elect this option that includes the approved reduced schedule. The savings will be tracked in the following method:
 - Bureau of Human Resources (BHR) will review the provided list for accuracy and provide a cost savings based on schedule reductions.
 - The Union shall review the list and cost savings and notify BHR within fourteen (14) days if there are any inaccuracies in the report.

Safety Net Layoffs

- 2) Employees who take a pre-emptive layoff under the Safety Net Program do so for a cost savings to the City and the City will not contest an application for Unemployment Insurance by the employee but will provide responsive documentation as requested by the Employment Department.
- 3) Employees who separate under the Safety Net Program layoff option shall have recall rights afforded under the existing CBA's.
- 4) Only Safety Net layoffs will not result in seniority-based bumping.

Extended Temporary Leave

- 5) The Parties agree that employees may, with the approval of their manager and Bureau Director or designee, take extended leave for any length of time up to 12 months through June 30, 2022, resulting in a cost savings to the City, provided that such reduction in hours meets the operational needs of the bureau and does not create overtime costs.
 - a. Employees electing extended leave do so for a defined period of time, but either the employee or bureau management may withdraw from the extended leave agreement with 30 days' notice. Leave will not be rescinded or denied for arbitrary or capricious reasons.
 - b. The City will continue the employer paid portion of health care contributions at an employee's current benefits rate for the duration of the extended leave.
 - c. Employees who voluntarily take extended leave under this Agreement do so for a savings to the City and will not have their anniversary dates adjusted now or in the future for step/merit increases or any other purpose.
 - d. All compensable and fringe benefits will continue at pre-leave rates. This does not apply to any wage driven benefits (e.g PERS, Social Security, Medicare).²
 - e. Seniority continues to accrue during Safety Net extended leave.
 - f. The City will provide a report to the Unions upon request of all employees who elect this option that includes the duration of the requested leave. The savings will be tracked in the following method:

² PERS-All tiers, SS, Medicare, TriMet, Basic Life Insurance, Disability Plans

- Bureau of Human Resources (BHR) will review the provided list for accuracy and provide a cost savings based on the length of leave.
- The Union shall review the list and cost savings and notify BHR within fourteen (14) days if there are any inaccuracies in the report.

Severance Package

- 6) Employees who separate under the Safety Net Program severance option:
 - a. Shall not have recall rights afforded under the existing CBA's;
 - b. Shall not be eligible for reemployment, including as a rehired retiree, with the City for a period of 36 months;
 - c. May not be hired as a contractor doing bargaining unit work for a period of 36 months.
 - d. While it is not the intent of the City to reclassify bargaining unit positions vacated under the Safety Net Program into non-bargaining unit positions. In the unlikely event a reclassification is requested, and there is disagreement over whether the new classification remains in the respective bargaining unit, the parties will meet within ten (10) working days to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act.

Ad Hoc Furlough Days

- 7) Employees are scheduling furloughs to benefit bureau budgets and will be eligible for Work Share under the City's existing application with the Oregon Employment Department.
- 8) The City agrees that should furlough days be necessary for budget needs beyond May 31, 2021, they will consider re-submitting their application with the OED Work Share program for another 12-months unless the program is discontinued by the State of Oregon.

General

- 9) The parties recognize that bureau work expectations and deliverables may need to be adjusted across the City and acknowledges that with fewer staff, bureau work plans and completion timelines, even for priority work, may need to be adjusted. Work of critical nature (e.g. public safety, water main break) will not be reprioritized.
- 10) This Agreement resolves all impacts of the Safety Net Program ordinance.
- 11) Either party may terminate this Agreement with thirty (30) days' written notice.

This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement.

