

Final Agreement
PROTEC17 Accretion Negotiations – Public Information Officer
December 14, 2023

Union TA: City TA:

Letter of Agreement – Public Information Officer (PROTEC17)

This Letter of Agreement (LOA) is entered into between the City of Portland (City) and the Professional Technical Employees Union, Local 17 (PROTEC17).

Background

1. The City and the Union are parties to a collective bargaining agreement effective January 1, 2022 - June 30, 2025 (the CBA).
2. On January 20, 2023, the Union informed the City that it had a majority showing of interest, in the form of signed authorization cards, within an existing City classification, that the group of employees within the classification have a sufficient community of interest to the existing bargaining unit, and no other labor organization is certified or recognized as the exclusive representative of any of the employees in the group of unrepresented employees seeking to be included.
3. On February 14, 2023, the City agreed to voluntarily recognize the Public Information Officer classification as represented by PROTEC17.
4. The parties agreed to negotiate the inclusion of the new classifications into the existing CBA under ORS 243.698.

Agreement

1. The terms and conditions of the PROTEC17 Collective Bargaining Agreement apply as specified below:

1	Recognition	Applies
2	Union Security and Activities	Applies
3	Scope and Purpose	Applies
4	Management Rights	Applies
5	Strikes and Lockouts	Applies
6	General Provisions	Applies
7	Labor Management Committee	Applies

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8	Savings Clause	Applies
9	Duration	Applies
10	Hours of Work	Applies
11	Holidays	Applies
12	Sick Leave	Applies
13	Family Leave	Applies
14	Vacations	Applies
15	Leaves of Absence	Applies
16	Health and Welfare	Applies
17	Other Benefits	Applies
18	Types of Employees	Applies
19	Wages	<p>Sections 1, 2, 3, 4, 5 (a), 10, and 11 apply. Sections 5 (b), 5 (c), 7, 8, 9, 12*, 13, and 14* do not apply.</p> <p><u>Section 6 applies only as follows:</u></p> <p><u>Public Information Officers may be assigned to standby duty, however, shall not be expected to standby between the hours of 9:00 pm and 6:00 am except during any of the following situations:</u></p> <ol style="list-style-type: none"> <u>1. A City State of Emergency as declared by the Mayor or the Mayor’s designee; or</u> <u>2. A partial or full activation of the City’s Emergency Coordination Center (ECC) or other multi-agency coordinated response; or</u> <u>3. A Bureau Director or their designee declares that their essential staff move to enhanced operations (e.g., PBOT moving to 24-hour operations for a severe weather event)</u> <p><u>Standby duty shall be paid only during the situations defined above and compensation shall be limited to a maximum of forty (40) hours compensatory time per calendar year.</u></p>

Commented [AKM1]: Bargaining Intent:
 PIOs may be required to be standby at the direction of their bureau as part of their regular assignment of duties. Standby hours are limited to the hours of 0600 and 2100 except when one of three declared scenarios are in effect. Standby pay is limited to a maximum of forty hours per calendar year and is awarded as compensatory time, not pay.

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	<p><u>If the City requires bargaining unit employees to “standby” during their off-duty hours, the employee shall receive one (1) hour of compensatory time for each eight (8) hour shift of “standby” time.</u></p> <p><u>“Standby” shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.</u></p> <p><u>The employee on standby must respond to the initial contact within one-half (1/2) hour. If the employee’s presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour following the request to report, absent unusual circumstances.</u></p> <p><u>If an employee in the Public Information Officer classification who after having left work at the end of their last shift and while on standby, is ordered to return to work or perform work from their home under the conditions outlined above, they shall be paid at their regular hourly rate of pay, calculated in 15-minute increments.</u></p> <p><u>Section 7 applies as follows:</u></p> <p><u>Public Information Officers shall be eligible for FLSA overtime under the following situations only:</u></p> <ol style="list-style-type: none"><u>1. A City State of Emergency as declared by the Mayor or the Mayor’s designee; or</u><u>2. A partial or full activation of the City’s Emergency Coordination Center (ECC) or other multi-agency coordinated response; or</u><u>3. A Bureau Director or their designee declares that their essential staff move to enhanced operations (e.g., PBOT moving to 24-hour operations for a severe weather event)</u> <p><u>When Section 7 as stated above applies, employees will be paid at the straight time rate (1.0) for time worked in excess of forty (40) hours in an FLSA workweek. Overtime is paid at the straight pay rate and cannot be paid as compensatory time.</u></p>
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Commented [AKM2]: Bargaining Intent:
PIOs are eligible for straight time pay beyond 40 hours when activated during an expanded list of emergencies.

PIOs may be required to work beyond 40 hours in a work week and are encouraged to flex time if within the same work week. PIOs are not eligible for any other overtime provisions specified in Article 19 of the CBA.

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		<i>Note: Sections 12 & 14 are new sections outlining premium pay for newly recognized Peer Support Worker, Community Health Worker, and Mental Health Crisis Responder I/II classifications.</i>
20	Seniority	Applies
21	Discipline and Discharge	Applies
22	Settlement of Disputes	Applies
23	Professional Development	Applies
24	Reasonable Suspicion of Drug or Alcohol Use	Applies
25	Reductions in Workforce and Layoffs	Applies, <u>except that Public Information Officers shall not bump outside of their assigned bureau.</u> <i>The parties agree to reopen Article 25 specific to bumping order rules for the PIO classification if, during the life of this Agreement, the City charter transition project and subsequent restructuring impacts employee bureau assignments. If it is required, then such bargaining shall be pursuant to mid-term bargaining procedures under ORS 243.698.</i>
Sch A- Salary Rates & COLA		Applies Attached
Sch B- Temp Employees		Applies, except for Article 19 changes noted above
Sch C- Seasonal/ Casual Employees		Applies, except for Article 19 changes noted above
LOA - Language Pay Pilot		Applies
LOA- Paid Volunteer Work Pilot		Applies
LOA- Standby (BTS)		Does not apply
LOA - Merit Pay (IT Classifications)		Does not apply

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MOU – Vacation Selection & Seniority (CHD)		Does not apply
Appendix A		Does not apply

~~1.4.~~ Effective upon ratification, the following wage scales apply:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Public Information Officer	46.53	47.93	49.37	50.85	52.38	53.95	55.57	57.24	58.96

Note: Rates listed above include a 5% COLA in effect as of July 1, 2023.

Incumbents will be placed on the step closest to the hourly that does not result in a loss in pay. Incumbents who are not at top of class on the new scale will be eligible for a step increase on their next Job Class Anniversary Date (JCAD).

~~2.5.~~ The parties agree that conversion of any previously awarded and accrued Management Leave to the Personal Holiday bank will expire December 31, 2023. Converted Management Leave hours may not be paid out in cash and any unused hours will be forfeited at the end of the 2023 calendar year.

~~6.~~ All terms and conditions of the CBA that are not hereby amended remain in full force and effect.

~~3.7.~~ This Agreement is retroactive to December 14, 2023 and effective upon authorization by City Council.

For PROTEC17:



Feb-9-2024

Karen Estevenin
PROTEC17, Executive Director

Date

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City TA:

For the City:
DocuSigned by:

Tracy Warren

2/13/2024

17BABF3A51194CD...
Tracy Warren

Date

Interim Chief Human Resources Officer

Approved to Form:
DocuSigned by:

Alan Yoder

2/13/2024

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City Attorney

Date