

City of Portland to PROTEC17– Final Offer  
 PROTEC17 Accretion Negotiations – Community Health Division  
 May 15, 2023

**Letter of Agreement – Community Health Division (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 November 14, 2022, the City agreed to voluntary recognize the following classifications as represented by PROTEC17: Mental Health Crisis Responder I, Mental Health Crisis Responder II, Peer Support Specialist, and Community Health Worker.
3. The parties will 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; * New language on maintaining a valid driver’s license attached.
7	Labor Management Committee	Applies
8	Savings Clause	Applies
9	Duration	Applies
10	Hours of Work	Applies Flex & Telework are not a right, management must approve. Employees may bid for an open shift based upon seniority. If the nature of the Portland Street Response program requires a substantial change in shift hours or configuration the City and

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		Union agree to meet and confer in advance to discuss the change and implementation.
11	Holidays	<p>Applies</p> <p>The Portland Street Response program is considered a continuous operation as defined within Section J.</p> <p>Intent: Employees who are assigned to a regularly scheduled workday on a City paid holiday and work the shift will be paid time and one-half (1.5) for the hours worked and will receive one deferred holiday to be taken on a mutually agreed upon date in the future.</p>
12	Sick Leave	Applies
13	Family Leave	Applies
14	Vacations	Applies, see separate MOU bid & tie-break processes
15	Leaves of Absence	Applies
16	Health and Welfare	Applies
17	Other Benefits	Applies
18	Types of Employees	Applies, except for Section 3
19	Wages	<p>Applies, except for Sections 5(c), 9, and 12          (New) Section 13, Specialty Pay for Field Training Officers</p> <p>1) To be eligible for specialty pay as provided herein, the employee must be assigned as a Field Training Officer (FTO) by the Community Health Division Manager or designee.</p> <p>2) Employees will receive six (6) percent over their regular wage for shifts assigned as the FTO.</p> <p>3) To qualify for an FTO shift an employee shall have completed a department “train the trainer” course.</p> <p>4) An FTO shall be assigned to any crew with a new employee who is in active training and has not been authorized to operate independently. Ride-alongs (e.g., someone from an elected official’s office, OHSU doctoral student) shall be considered shadowing and will not require an FTO.</p> <p>(New) Section 14, Mental/Behavioral Health Premiums</p>

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		<p>1) Peer Support Specialists and Community Health Workers are eligible for a two percent (2%) premium on all hours worked for up to one additional certification held beyond the minimum job requirements. Eligible certifications are:</p> <ul style="list-style-type: none"> <li>I. Peer Wellness Specialist (PWS)</li> <li>II. Certified Recovery Mentor (CRM)</li> <li>III. Peer Recovery Counselor (PRC)</li> </ul> <p>2) Peer Support Specialists and Community Health Workers are eligible for a four percent (4%) premium on all hours work for maintaining a Qualified Mental Health Associate (QMHA) or a Qualified Mental Health Professional (QMHP) certification. The QMHA/P premium may be combined with any certifications in the section above for a maximum of a six percent (6%) premium.</p> <p>3) Mental Health Crisis Responder I &amp; II are eligible for a two percent (2%) premium on all hours worked for maintaining an Emergency Medical Responder (EMR) certification.</p>
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
Sch A- Salary Rates & COLA		Applies Attached
Sch B- Temp Employees		Does not apply
Sch C- Seasonal/ Casual Employees		Applies

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

2. Effective upon ratification, the following wage scales apply:

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Health Worker	30.82	32.37	33.98	35.68	37.47	39.34	41.31	43.37
Mental Health Crisis Resp I	33.91	35.60	37.38	39.25	41.21	43.27	45.44	47.71
Mental Health Crisis Resp II	37.42	39.29	41.25	43.32	45.48	47.76	50.14	52.65
Peer Support Specialist	25.04	26.29	27.60	28.98	30.43	31.95	33.55	35.23

Retroactive to March 1, 2023, incumbents will be placed on the step closest to the hourly rate in effect on February 28, 2023 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 the Job Class Anniversary Date (JCAD) following March 1, 2023.

3. Driver's License. The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license.
- a) Employees hired before a driver's license requirement was added to the job classification requirements is not required to obtain a driver's license.

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- b) An employee who is required to have a valid driver's license as a condition of employment, and who loses their driving privileges must report their driving status to their supervisor by their next working day.
  - c) An employee who receives a citation (including a parking citation) while operating a city vehicle, shall report the citation to their supervisor by their next working day.
  - d) Operating a city vehicle without a valid license, failing to report the loss of a license or failing to pay any fines related to a citation received while operating a city vehicle may subject employees to disciplinary actions.
    - I. **First Occurrence.** On the first occasion when an employee, who is required to have a valid driver's license as a condition of employment, reports a lack of a driver's license, the employee will be accommodated by non-assignment of driving for thirty (30) calendar days. If the employee does not have a license at the end of the thirty-day accommodation period, the bureau may provide an accommodation in which driving duties, in the judgment of bureau management, can be temporarily avoided or may be laid off at the bureau's sole discretion. If the employee receives a valid license within ninety (90) calendar days after the loss of the license, the employee will be returned to work. If the employee receives a valid license after ninety (90) calendar days after the loss of the license, the employee will be subject to recall under the provisions of Article 20.
    - II. **Second Occurrence.** If within three years from the first loss of a license, an employee again reports a lack of a driver's license, the employee may be accommodated in a non-driving assignment in the same or lower job classification or may be laid off at the bureau's sole discretion. Upon receipt of a valid driver's license, the employee will be subject to recall under the provisions of Article 20.
  - e) Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.
4. All terms and conditions of the CBA that are not hereby amended remain in full force and effect.

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For PROTEC17:

DocuSigned by:

*Karen Estevenin*

11/20/2023

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Karen Estevenin

PROTEC17, Executive Director

Date

For the City:

DocuSigned by:

*Cathy Bless*

11/21/2023

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Cathy Bless

Chief Human Resources Officer

Date

Approved to Form:

DocuSigned by:

*Fallon Medrist de Guzman*

11/27/2023

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City Attorney

Date