

City Proposal to PROTEC17
2/18/26

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WAGES

ARTICLE 19 WAGES¹

Section 1, Wage Schedule. The wage schedule set out in Schedule A of this agreement which are incorporated herein and attached hereto shall be the only wage rates.

For employees promoted during the term of this agreement, if the employee's salary prior to promotion is greater than or equal to the entry level for the higher classification, the employee's salary upon promotion shall be at the lowest step which results in a minimum three percent (3%) increase in pay. Progression from one salary step to the next, within a job classification, shall be on an annual basis.

Based upon bona fide recruitment needs, employees promoted during the term of this agreement may be placed on a step up to the midpoint of the salary range for the higher classification if approved by the director of the bureau. If the midpoint of the range is not a step, placement shall be at a step below the midpoint. Placement on a step above the midpoint of the salary range of the higher classification may be made with the approval of the Director of the Bureau of Human Resources.

Section 2, Impact Bargaining. If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the Union may request a meeting, to be held within ten (10) working days of the publication of the Notice of Personnel Action, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.682 to ORS 243.692. This process will not interfere with the City's rights to establish classifications, reclassify positions, set compensation for new classifications, or recruit, test and make appointments to positions. Any settlement relating to this section will be implemented on the date of the agreement or date specified by the parties.

Section 3, Working Out of Classification. Whenever an employee is temporarily assigned to a higher classification, that employee shall be paid the rate for the higher classification at the appropriate step that is at least three percent (3%) above the employee's normal rate of pay, up to the top of the scale for the higher classification. To be eligible under this section an employee must work out of classification for four (4) hours or more per shift.

(a) Supervisors and managers will use a transparent and equitable process to provide anticipated and/or known working out of class opportunities that extend beyond 30 days.²

Section 4, Pay Periods. The salaries and wages of employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

Section 5, Reporting Time and Call Back Pay

- (a) Any employee who is scheduled to report for work on a regular schedule, and does so as scheduled, but where work is not available or made available, shall be excused from duty and paid at their regular rate of pay for that shift. Both the decision of whether work is available or cannot be made available and the decision to excuse an employee under this provision shall be made by the employee's supervisor or designee.

¹ Economic elements of this article remain open for bargaining.

² Bargaining Note: The guidance document created by the committee will be included as an addendum in the final contract.

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- (b) **Physical Call Back.** Any employee who, after having left work at the end of their last shift, is ordered to return to work immediately to a City facility or another worksite or before their next workday shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) of the employee's regular rate. The "return to work" will commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee leaves the last designation reporting location at the conclusion of the work. However, this provision does not apply when the overtime adjoins the employee's regular shift.
- (c) **Technical Call Back.** An employee who after having left work at the end of their last shift, is ordered to return to work and is able to perform work remotely without reporting to a City facility or worksite, shall be paid for a minimum of one (1) hour at the rate of time and one-half (1-1/2) of the employee's regular rate of pay. The "return to work" shall commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee concludes the remote work. Work in excess of one (1) hour will be rounded up to the nearest fifteen (15) minutes.
- (d) If an employee is called back to work under (b) or (c) above, and works less than the minimum and is called out again within the original time frame expressed in (b) or (c), they will not receive a second minimum. If an employee is subsequently called back to work after the initial minimum callback time has elapsed, then they would then be eligible for an additional minimum. (Example: A second physical call back occurring within the 3 hour minimum would not qualify for an additional minimum call back pay. A second technical call back occurring within the 1 hour minimum would not qualify for an additional minimum call back pay.)

Section 6, Rest Period

For employees with the following designated Work Location Status who are assigned standby and perform callbacks or who are assigned physical callback duties after their assigned shift:

- (a) Fully In-person: the employee will not be required to report to work prior to eight (8) hours after the end of the of the last callback. The employee will remain in a paid status during the portion of their regularly scheduled shift that overlaps with the required rest period. If the end of a physical call back is within two (2) hours of their regularly scheduled shift, the employee may, with notification to their supervisor, choose to flex the start and end times of their work shift to be contiguous with the end of the physical call back. If ad hoc telework is an option, has been communicated to the employee ahead of the standby shift, has the resources available consistent with the HRARs, and began a callback at or after 10:30 p.m. the employee, with notification to their supervisor, may choose to telework the following day. This provision is not allowed during qualified citywide closures or other declared emergencies.
- (b) Hybrid: when directed to perform a callback at or after 10:30 p.m. the employee, with notification to their supervisor, will receive automatic approval to work remotely the following adjacent scheduled workday. The employee will not be required to adjust other in-person days to meet the minimum in-person requirements. The City shall reasonably consider any employee requests to adjust the start and end times of the remote work to accommodate necessary rest.
- (c) Remote: the City shall reasonably consider any employee requests to adjust the start and end times of their start and end times to accommodate necessary rest.

Section 67, Standby Pay. "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. Unless otherwise addressed in a Letter of Agreement, the employee on standby must respond to the initial contact within one-half (1/2) hour. Unless otherwise addressed in a Letter of Agreement, if the employee's

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presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

Before the City requires bargaining unit employees to "standby" during their off-duty hours, the City and the Union representative will meet and discuss the impact of such a requirement.

If the City has not worked out a "standby" agreement with the Union and requires bargaining unit employees to "standby" during their off-duty hours, the employee shall receive one (1) hour pay at the straight time rate or, at the mutual agreement of the bureau and the employee, one (1) hour of compensatory time for each eight (8) hour shift of "standby" time. However, under no circumstances may an employee accrue more than one hundred twenty (120) hours of compensatory time off at any given time for any combination of overtime worked or "standby" hours. Work performed while on "Standby" will be paid in accordance with Sections 5 and 7 of this Article.

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~~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-half (1/2) hour, absent unusual circumstances.~~

Section 78, Overtime.

- (a) Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. Overtime will be paid in cash except, at the mutual agreement of the bureau and the employee, compensatory time computed at the applicable overtime rate shall be granted in lieu of overtime pay up to a total accrual of one hundred twenty (120) hours per calendar year. The compensatory time off shall be taken at a time mutually agreed upon by the employee and the employee's supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year unless the employee and the bureau agree to a cash payout. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.
 - (i) All work performed by full-time employees in excess of their approved scheduled work shift;
 - (ii) All work performed in excess of forty (40) hours per week;
 - (iii) All work performed by full-time employees on any scheduled day off; and
 - (iv) All work performed on any of the holidays set forth in Article 11.
- (b) Overtime work opportunities shall be distributed as equally as reasonably possible to bureau qualified employees working within the same job classification. The distribution of overtime shall be equalized as nearly as possible over each six (6) month period.

Section 89, Shift Differential.

- (a) In addition to the established wage rates, the City shall pay an hourly shift differential premium for the following shifts:

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Shift	Shift begins between the hours of:	Rate
Second/Swing	12:00pm – 6:59pm	\$1.69
Third/Night	7:00pm – 5:59am	\$2.25

- (b) Shift premiums shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence.
- (c) Shift differential shall be adjusted annually on July 1 to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI- W) for West Class Size A (as measured by the annual change in the index between the 2nd Half two (2) years previous and the 2nd Half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (d) The shift differential described in subparagraph (a) above shall not apply when an employee requests, and the bureau approves, their shift to have a starting time prior to 6:00 A.M. Such shift agreement shall be in writing with a copy provided to the Union.

Section 910, Materials Testing Laboratory Sample Response Pay. If an employee is required to report to work outside of their scheduled work shift for less than a four (4) hour period to retrieve or analyze a laboratory sample, they shall be paid Material Testing Laboratory Sample Response Pay. Employees shall be paid one-half (1/2)-hour pay plus time actually worked at the appropriate overtime rate. If the employee is instructed or agrees to work for at least four (4) hours, the additional one-half (1/2) hour pay shall not be included. Employees are only eligible for this provision when Call Back and Standby Pay does not apply.

Section 1011, Team Lead. Team Leads do not receive additional pay beyond their class rate and shall be limited in their scope of responsibility to the routine work that is equivalent to other co-workers while performing additional duties as a mentor and directing work for team members. Team Leads may serve as a project leader and may assign, and review work being performed by team members. A Team Lead may not perform supervisory duties regarding hiring, firing, or disciplinary actions; they may provide background and personal observation, input, and information necessary for the Manager to make supervisory decisions. The Manager is ultimately responsible for the final evaluation or disciplinary action of a team employee.

Section 1112, Expanded Transfer. Employees may transfer to any job which has a maximum rate of not more than 20% above the maximum rate of the job class from which they transfer. Transfers below or above an employee's current classification must meet these requirements:

- (a) The employee selected for transfer must meet the qualifications of the job classification as determined by the Director of the Bureau of Human Resources or designee.
- (b) Approval by the affected hiring authorities and the Director of the Bureau of Human Resources or designee.
- (c) No layoff list can exist for the classes to which transfers are sought.
- (d) There are no qualified injured workers available.
- (e) A posted, Citywide competitive process, evaluating all interested employees, is used in selecting the employee for the position, unless waived by the Director of the Bureau of Human Resources because an employee whose position is being eliminated or who is being bumped as a result of the elimination of a position is selected for the transfer.
- (f) Does not involve movement from journey to supervisory or supervisory to managerial levels.

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An employee who transfers to a different job class under this provision shall serve a probationary period as prescribed in the City's Human Resources Administrative Rules on Probationary Period or the applicable labor agreement. An employee who fails to complete the probationary period following transfer shall be subject to the provisions of the City's Human Resources Administrative Rules on Probationary Period.

The terms of this provision are intended to apply to employees both within and outside the PROTEC17 bargaining unit.

Section 13, Hazardous Assignment Premium. The City will pay a premium of eight percent (8%) per hour on an employee's regular rate of pay for actual time worked rounded up to the nearest whole hour to employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and or safety suits) and/or Level "B" PPE only while:

- 1) engaged in work inside a permit required confined space as defined by OSHA; or
- 2) connecting chlorine cylinders or responding to liquid chlorine alarms; or,
- 3) performing work in areas designated by the City as having contaminated soils (i.e., heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or
- 4) receiving bulk shipments of chemicals; or
- 5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.

Section 14, Language Pay Premium. All employees covered under this bargaining agreement may receive the City's Language Pay differential, provided that they qualify under the City program. Qualifications are determined solely by the City.

Section 15, Volunteer Opportunities.

- 1) Bargaining unit employees are eligible to receive twelve (12) hours of paid city time per calendar year for³:
 - (a) Volunteer activities sponsored by DEEP Employee Resource Groups; or
 - (b) City sponsored volunteer work that has a direct connection with the community members served by the city (e.g., a SOLVE clean-up event or Habitat for Humanity project); or
 - (c) Other volunteer work that supports the work of the city (e.g., school career events that support the school to work pipeline).
- 2) The City reserves the right to make the final determination if a requested volunteer activity will be approved. Employees must request approval from their supervisor or manager in advance of volunteer work to receive paid time. No retroactive approvals will be considered.
- 3) If an employee is denied their request to be paid for their volunteer work, they may file an appeal to review the request through the Equity Manager or Deputy Director of their bureau. Acceptable reasons for denial include, but are not limited to, disciplinary action, identified performance issues, and workload needs.
- 4) City paid volunteer time will be tracked using a unique payroll code. All bargaining unit employees will be required to use the payroll code in order to receive city paid time for activities.
- 5) This program is not subject to the grievance procedure.

³ Bargaining Note: The total allowance for volunteer opportunities is twelve hours per calendar year.

