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Serving Workers, Labor & Progressive Organizations

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October 1, 2026

Via ERB Portal and Email

Sarah Thompson, Mediator
Employment Relations Board

RE: City of Portland Professional Workers & City of Portland
Case No. ME-025-26
CPPW Final Offer and Costing

Dear Sarah:

Filed with this letter is the City of Portland Professional Workers' Final Offer and Costing. This Final Offer and Costing includes the following:

- A. All signed tentative agreements between the City and CPPW to date, including agreements on the following subjects:

1. Article 13 – Other Leaves	
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- B. The attached proposals on the following subject areas for the Agreement, attached as Exhibit A:

1. Article 16 – Wages	2. Article 22 – Reductions in Workforce and Layoffs
3. Article 24 – Hours of Work	4. Article 27 – Standby and Callback

Oldham Law Office LLC
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Sarah Thompson
Employment Relations Board
RE: CPPW Final Offer
October 1, 2026
Page 2

C. A Cost Summary for these proposals and TAs, attached as Exhibit B.

Sincerely,
Oldham Law Office
s/Katelyn S. Oldham

cc: Client, Marquis Fudge

ARTICLE 13 – OTHER LEAVES**Part A – Paid Leaves Specified in the City's HRARs**

The City's Human Resources Administrative Rules create certain individual rights for employees of the City, including but not limited to the right to take a leave of absence for various reasons. The City is committed to complying with its obligations to individual employees under their established HRARs. Should the City consider making changes to any HRARs referenced in this Article, the City will comply with its duty to bargain under State law.

Section 1. Jury Duty.

- a. The City shall encourage its employees to serve when called for jury duty and shall pay the difference in the employee's salary and monies received from such jury duty to the employee, except the mileage allowance. If an employee is subpoenaed to appear in a State or Federal court as a witness, the employee shall receive the difference in the employee's salary and monies received as witness fees, except the mileage allowance, subject to the provisions of the City's Human Resources Administrative Rules on Jury Duty Leave.
- b. If an employee is not on a Monday through Friday dayshift schedule, and they are required to serve as a juror, they may, by mutual agreement, be rescheduled to a Monday through Friday day shift for the duration of their jury duty. Any overtime or shift differential provisions that may be applicable in this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

Section 2. Parental Leave. Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). Pursuant to the HRARs, such leave will be granted for parental leave to bond and care for a newborn child or a newly adopted child, or may also be taken for a new foster care placement of a child. City Paid Parental Leave must be used within twelve months following the birth, adoption, or foster care placement of a child, and can only be used for leave post-birth, adoption, or foster care placement. Should the provisions of the City's HRAR providing paid parental leave change, the City and the Union will meet to negotiate over the impact of the changes.

Accrued sick leave and vacation leave may be used to cover all or part of an absence for parental leave permitted under the FMLA and the Oregon Paid Family Leave law or Washington Paid Family and Medical Leave law, but not while on City Paid Parental Leave. Nothing in this section supersedes an employee's rights under FMLA, or OFLA, the Oregon Paid Family and Medical Leave law, or Washington Paid Family and Medical Leave.

Section 3. Funeral Leave. Employees may take bereavement and funeral leave as provided under state law and the City's Human Resources Administrative Rules (HRAR 6.08).

Section 4. Military Leave. Military leave will be provided to employees in accordance with City's Human Resources Administrative Rules on Military Leave and ORS 408.290 or other applicable law.

Section 5. City Paid Immigration, Tribal and Citizenship Leave. ~~Employees may take City Paid Immigration, Tribal, and Citizen Leave as provided by HRAR 6.15.~~ (a) An employee may use up to forty (40) hours of City paid time per fiscal year to address immigration or citizenship matters for themselves or members of

Intent: Update per the change in HRAR 6.15

their family ~~in their immediate households~~ defined in Article 11, Section 1(g) of the Contract. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, attending to matters directly related to tribal membership or enrollment, or other events bearing on the subject individual's legal resident, immigration, or citizenship status. ~~This leave may be used for unlawful detention based on the employee's immigration status, subject to review and approval by HR Director and City Administrator. An employee, or their representative, who is requesting leave for a related immigration, naturalization or citizenship activity must provide to the employee's supervisor or manager reasonable notice, as soon as practicable or feasible, verbal or in writing, of their intention to take leave. Employees must provide reasonable notice prior to any leave taken under this Section.~~ The City will require written documentation corroborating the dates of the requested Immigration and Citizenship leave.

(b) Unpaid Leave Use. ~~If more than 40 hours in one fiscal year is being requested and other appropriate accruals have been exhausted, including all other vacation, personal holiday, and deferred holiday hours, administrative leave for the purposes of immigration, naturalization, tribal enrollment, or citizenship activity may also be unpaid. Any unpaid administrative leave must be approved by the Director of Human Resources, City Administrator, or designee, and in consultation with the City Attorney's Office.~~

~~Section 5.~~

Section 6. Management Leave

- a. Management Leave as defined in HRAR is not available to CPPW represented members.
- b. Management Leave accrued prior to the implementation of this contract will be available for use after implementation of the contract.
- c. Accrued Management Leave will expire at the end of the calendar year that it was received.

Part B— Unpaid Leave Options

Section 7. Leave without Pay.

- a. Employees may request a leave of absence without pay after thirty (30) calendar days' service with the City.
- b. Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.
- c. Requests for leave of absence without pay of thirty (30) calendar days or less may be granted by the bureau head or their designee. All employer paid health, dental, vision and life insurance benefits will be continued for leaves of absence without pay lasting thirty (30) days or less, except as required by law.
- d. Leaves for more than thirty (30) calendar days shall be granted for Military Leave when an employee is called to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the federal or state agencies. All other leaves for more than thirty (30) calendar

days may be approved by the City Administrator or their designee, and such leaves may be extended or renewed for any reasonable period at the discretion of the City.

- e. No leave of any length shall be granted for other outside employment unless described herein or as otherwise may be required by law.

Section 8. Family and Medical Leave. Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). The City will provide the Union with notice of proposed changes to the HRARs and will bargain over changes to family and medical leave as required by law.

Section 9. Gender Affirming Care Leave. Leave may be granted for gender affirming care. Such leave is not limited to leave for medical procedures or purposes but can include voice training or hair removal, as examples. Sick leave and vacation credits may be used to cover all or part of the absence for gender affirming care as applicable. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits or pursuant to the Paid Leave Oregon or disability laws.

Section 10. Return from Unpaid Leave of Absence.

- a. Return from leave rights under this provision shall correspond to the period of leave granted.
- b. Leaves of absence of six (6) months or less: Employees shall be returned to the same or comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before the employee leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.
- c. Leaves of absence of more than six (6) months: An employee desiring to return to work must give the City ten (10) calendar days' written notice of the intent to return. If a vacancy does not exist at the time such employee decides to return from a leave, the employee's name shall be placed on the appropriate laid off list in accordance with seniority and qualifications. An employee and the City may agree in writing that an employee will be assured reemployment to the same or comparable position upon return subject to the seniority provisions of this article. Such agreements will be non-precedent setting.
- d. The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure.
- e. Any employee who fails to return to duty at the end of their unpaid leave will also be treated as a voluntary resignation.

ARTICLE 16 – WAGES

Section 1. Wage Scale Adjustment.

Fiscal Year 2026~~5~~: On July 15, 202~~6~~⁵, all CPPW-represented members will receive a ~~guaranteed wage increase~~wage scale adjustment (separate from any COLA adjustment) of ~~two-three and a half~~ percent (~~3.52~~%) for July 1, 202~~6~~⁵-June 30, 202~~7~~⁶, unless they are already at the top of the salary range. No employee will be paid above the top of the salary range as a result of the increase provided for in this Section.

Fiscal Year 2027: On July 15, 2027, all CPPW-represented members will receive a wage scale adjustment (separate from any COLA adjustment) of four and a half percent (4.5%).

See below Schedule “A” for the salary ranges to which this adjustment will apply.

Section 2. Promotion. 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 a minimum five percent (5%) increase in pay.

Section 3. Pay Equity.

- a. The City will continue to perform pay equity analysis for employees upon hire or promotion, or if requested by a member. It is agreed that any member may request a pay equity analysis at any time.
- b. All employees undergoing a pay equity analysis may submit a full and comprehensive resume of experience to the hiring manager within 48 hours of the job offer. This full and comprehensive resume will be used in the pay equity analysis for placement on the salary range.
- c. The City considers the following bona fide factors, including but not limited to, seniority, merit and experience (internal to and external to the City and direct and indirect), or some combination of these factors.

Section 4. Premium Pay. Employees will receive additional pay added to base wages for any of the reasons below. Employees may receive as many types of premium pay as are applicable.

Working Out of Classification

- 1) Whenever an employee is temporarily assigned to a higher classification, that employee shall be paid an additional five percent (5%) of their base salary or the minimum rate of pay in the higher classification, whichever is higher. Compensation for out-of-class assignments may be provided only if assignment is preauthorized and the employee has substantially performed the work of the higher classification for all hours worked out of class after the first day.
- 2) Employees do not receive out-of-class pay when on paid leave or holiday status. Leave accrual rates and holidays shall be paid at the employee’s base rate for working-out-of-class assignments.

If a represented employee is subsequently appointed to the higher classification through a recruitment process, credit may be given for all accumulated out-of-class service in that classification in the previous five (5) years for the purpose of determining salary range and anniversary date.

- 3) No full-time position covered by this agreement shall be filled on a temporary basis by an employee working out of class for longer than four

(4) months. After four (4) months, the City shall notify CPPW and the employee, and the employee shall be temporarily appointed to the higher job classification if the work is continuing.

Language Pay

Employees who are eligible to receive the language differential through the City Language Pay Differential Program will receive a bilingual pay differential of

\$1.00 per hour to their base wage for all hours worked. Passage of the verbal language proficiency test is required to receive the language pay differential. The differential is only paid on hours worked. It does not apply to paid leaves, holidays, or other paid time off. This premium is not subject to the grievance procedure.

Section 5. Cost of Living Adjustment. ~~Effective July 1, 2025:~~

~~a. The classifications and salaries for the period July 1, 2025 to June 30, 2026 will~~

~~increase by two and four tenths percent (2.4%).~~

~~a. **Effective July 1, 2026**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2026, to June 30, 2027 are to be increased by 3.0% which is one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI- W) (as measured by the annual change in the index between the second half of 2024 and the second half 2025) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor.~~

~~b. **Effective July 1, 2027**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2027, to June 30, 2028 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI- W) (as measured by the annual change in the index between the second half 2025 and the second half 2026) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5%).~~

~~See below Schedule "A" for the salary ranges to which this will apply.~~

Section 6. Longevity.

Effective upon ratification and upon completion of their tenth consecutive year of service as an employee of the City, employees in the bargaining unit will receive longevity pay of two percent (2%). Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.

Section 7. Safety Gear Allowance.

Any employee working in a position where the City requires rain gear, safety shoes or other safety equipment, shall be issued an allowance of \$350 per fiscal year for the purchase of hearing protection, prescription safety glasses, safety shoes, rain gear, or clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encountered in the performance of their assigned duties.

a. A temporary employee, as defined in Article 6, shall be paid for safety gear under this Article.

Schedule A - Salary Ranges (as of 7-1-25)

Job ID	Pay Grade	Job Title	Rate Type	Min	Max
30003975	GRDN0054-01	Administrative Specialist I - CPPW	Hourly	29.82	41.75
30003976	GRDN0055-01	Administrative Specialist II - CPPW	Hourly	37.14	52.99
30003977	GRDN0056-01	Administrative Specialist III - CPPW	Hourly	40.97	58.47
30003978	GRDN0056-01	Analyst I - CPPW	Hourly	40.97	58.47
30003979	GRDN0057-01	Analyst II - CPPW	Hourly	48.01	62.37
30003980	GRDN0058-01	Analyst III - CPPW	Hourly	52.81	74.77
30003981	GRDN0055-01	Coordinator I (E) - CPPW	Hourly	37.14	52.99
30003982	GRDN0055-01	Coordinator I (NE) - CPPW	Hourly	37.14	52.99
30003983	GRDN0056-01	Coordinator II - CPPW	Hourly	40.97	58.47
30003984	GRDN0057-01	Coordinator III - CPPW	Hourly	48.01	62.37
30004000	GRDN0058-01	Enviro Regulatory Coordinator - CPPW	Hourly	52.81	74.77
30003985	GRDN0056-01	Financial Analyst I - CPPW	Hourly	40.97	58.47
30003986	GRDN0057-01	Financial Analyst II - CPPW	Hourly	48.01	62.37
30003987	GRDN0058-01	Financial Analyst III - CPPW	Hourly	52.81	74.77
30004001	GRDN0058-01	Hearings Officer - CPPW	Hourly	52.81	74.77
30004002	GRDN0056-01	Multimedia Specialist - CPPW	Hourly	40.97	58.47
30004003	GRDN0059-01	Technology Business Representative-CPPW	Hourly	58.07	83.06

ARTICLE 22 – REDUCTIONS IN WORKFORCE AND LAYOFFS

Section 1. Prior to reductions in workforce.

- a. In the event that City economic indicators demonstrate the need for layoffs within the bargaining unit, the City shall notify the Union and set up a meeting between the City, appropriate manager, and the Union to discuss the economic impacts and alternatives to layoffs. Notice shall be given to the Union no later than ~~thirty (30)~~forty-five (45) days' notice before the effective date of the proposed layoff, unless exigent circumstances exist necessitating a shorter notice period. Nothing in this provision is intended to limit any rights under the PECBA.
- b. Additionally, the Union has the right to meet with representatives from the City, including the appropriate manager, to discuss the financial situation. Upon receipt of the Union's meeting request, the City has two business weeks to set up and conduct the meeting.
- c. The City and the Union mutually agree to put forth a good faith effort to arrive at alternatives to layoff and to try to come to agreement on alternatives.

Alternatives to layoffs that may be considered for cost savings may include but are not limited to:

- i. Accept a vacancy outside home bureau;
- ii. Temporary reduction in schedules;
- iii. Participation in State or Federal programs, like Workshare;
- iv. Extended temporary leave with benefits;
- v. Furloughs;
- vi. Severance incentives; and
- vii. Retraining programs.

Section 2. Notice.

- a. The employee shall be notified that they will be laid off no later than ~~fourteen~~thirty (~~14~~30) days before the layoff is scheduled to occur unless the layoff is the

result of bumping or unless exigent circumstances exist necessitating a shorter notice period. If the layoff is the result of bumping, the employee shall be notified that they will be laid off no later than seven (7) days before the layoff is scheduled to occur unless exigent circumstances exist necessitating a shorter notice period.

b. The employee must notify the City whether they wish to exercise their seniority rights no later than two (2) business days after being notified of the layoff.

Section 3. Layoff & Seniority.

a. Before any bargaining unit member is laid off, unrepresented contracted employees performing the same or similar function will have their contract terminated if the work can be performed by a bargaining unit employee.

a-b. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced subject to the stipulations in the remainder of this Section.

b-c. Classification seniority for purposes of layoff and recall shall be determined as the length of continuous service in the classification based on the current job entry date. Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, or retirement. However, seniority shall continue to accrue during any leave of absence granted under the provisions of this agreement. Classification seniority does not continue to accrue if an employee moves to a position outside of the bargaining unit.

c-d. In the event of a reclassification resulting in regular appointment in the new classification, seniority for the incumbent unless otherwise established, shall be retroactive to the date the written request for reclassification and all required supporting documentation were filed with the Director of the Bureau of Human Resources.

~~d.e.~~ A tie in classification seniority shall be broken and greatest seniority determined first by the greatest length of service with the City; if a tie remains, then, the date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then, by whatever job-related method approved by the Human Resources Director.

Section 4. Seniority Rights.

- a. When a full-time employee is laid off due to a reduction in the work force that employee shall be permitted to exercise seniority rights to bump other full-time regular employees in the sequence described below, providing such employee has greater seniority than the employee who is being bumped, and further providing the employee is qualified to perform the work of the employee being bumped. The qualifications assessment shall include the most up to date employee work history, which may include submission of an updated resume. Any disagreement as to the qualifications of employees in regard to this Article may be taken up through an appeal to ~~the Human Resources Director~~ a labor management committee, any tie is resolved by the Human Resources Director. Provided however, during any bumping process the qualifications of the position will not be changed or added to in order to exclude an employee who would otherwise be able to exercise their seniority rights.
- b. All employees who are reassigned based on their exercise of seniority rights will be given at least ~~one five (4)(5)~~ business day's notice before the transition takes effect and can elect to decline and be laid off or accept the new position. The notification of the reassigned position will include the following: (1) position classification; (2) whether the position is vacant or filled; (3) the position description; (4) the manager and bureau/office/service area; (5) the schedule and FTE offered; and (6) work location and designation (hybrid/remote). Information about the acceptance shall initially be kept confidential between Human Resources, the Union, the new manager, and the employee.
- c. For the purpose of seniority rights current CPPW represented classifications ~~will be divided into two categories: general & specific. These two categories will have unique processes for engaging seniority~~

~~rights will follow the Seniority Rights Process outlined in Section 5.~~

~~i. Specific Classifications: Environmental Regulatory Coordinators, Multimedia Specialists, Business Technology Representatives.~~

~~ii. General Classifications: Administrative Specialist series, Analyst series, Coordinator series, and Financial Analyst series.~~

- For the purpose of seniority rights, Coordinator I(E) and Coordinator I(NE) will be treated as the same classification.

~~iii. ii.~~ Any additional classifications subsequently represented by the Union will ~~be placed in one of the above categories~~have the same rights as outlined in Section 5, unless—by mutual agreement of the City and the Union a different process is determined.

Section 5. Seniority Rights Process. If more than one employee is to be laid off within the same classification and Bureau, seniority rights processing will begin with the employee with greatest seniority who has been identified for layoff.

The exercise of bumping rights under this Section is subject to a qualifications assessment, if needed.

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~~For the purpose of this Section, offices organizationally structured under the City Administrator but not in a service area shall be treated as individual bureaus. For any bureaus not in a service area, seniority protection process will disregard the steps referencing service areas below.~~

a. ~~Specific Classifications~~ Seniority Rights Process

- i. The employee is placed in a vacancy even if a recruitment has already begun, in the same classification first within the employee's ~~assigned designated B~~bureau or Office or equivalent, if none, then within the assigned Service Area, if none, then City-wide.
- ii. If no vacancy in the same classification exists City-wide, the employee may bump the least senior employee in the same classification in the employee's ~~B~~bureau or Office or equivalent.
- iii. If no employee with less seniority in the same classification exists in the ~~B~~bureau or Office or equivalent, the employee may bump the least senior employee in the same classification in the Service Area, unless no Service Area exists, then move to City-wide.
- iv. If no employee with less seniority in the same classification exists in the Service Area, the employee may bump the least senior employee in the same classification City-wide.
- v. If no employee with less seniority in the same classification exists that the employee could bump, and the employee previously held status in a different classification within the bargaining unit, the employee may move into a vacant position in that previously held classification as described in the process described in (a)(i).
- vi. If no employee with less seniority in the same classification exists City-wide, the employee may bump into a vacant, limited term position if the employee is qualified for the position.

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~~If no employee with less seniority in the same classification exists in the Service Area, the employee may bump the least senior employee in the same classification City-wide. If no employee with less seniority in the same classification exists in the Bureau or Service Area that the employee could bump, and the employee previously held status in a different classification, the employee may move into a vacant position in that previously held classification in the employee's current Bureau or Service Area, if the employee is qualified for the position.~~

~~i.~~

~~ii. If the employee exhausts all options in steps 1-64 then they are laid off.~~

~~b. Prior to layoff, up to 25% of the employee's sick leave hours will be converted to vacation leave.~~

~~Upon layoff, the employee will be paid for all vacation leave, personal and deferred holidays, and comp time accruals.~~

~~c.~~

~~b. General Classifications Seniority Rights Process~~

~~Employees in General Classifications may exercise their seniority rights based on bumping within the employee's Bureau or Service Area and subject to a qualifications assessment.~~

~~i. Once the City has identified a position for layoff in a general classification, the employee in the affected position may move into a vacant position within the same classification in the same Bureau.~~

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~~ii. If no vacancies exist in the Bureau, then the employee may move into a vacant position in the same classification in the same Service Area if the bumping employee is qualified to perform the work.~~

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~~iii. If no vacant position is available, the employee may bump a less senior employee in the same classification and the same Bureau if the bumping employee is qualified to perform the work. If no such vacant position exists in the Bureau, then the employee may bump a less senior employee in the same classification in the same Service Area if the bumping employee is qualified to do the work. The exercise of bumping rights under this Section is subject to a qualifications assessment at HR's discretion as described in Section 4, Seniority Rights.~~

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~~iv.a. If no employee with less seniority in the same classification exists in the Bureau or Service Area that the employee could bump, and the employee previously held status in a different classification, the employee may move into a vacant position in that previously held classification in the employee's current Bureau or Service Area, if the employee is qualified for the position.~~

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Section 6. Layoff Due to New Technology. In the event of adoption of a new technology which, because of a lack of qualifications of employees, may result in the layoff of employees or in the creation of a new job classification, the employer shall meet with the Union, ~~at its request, to discuss and shall offer~~ training opportunities and other methods which might ~~exist to~~ reduce the impact on employees. Nothing in this provision is intended to limit the bargaining or contractual rights under the PECBA or any other provision of this Article.

The City shall maintain transparency regarding the implementation of any artificial intelligence ~~or other~~ technology that has the intended purpose of eliminating a position(s) covered by this contract. In the event that the City implements A.I. technology that results in the elimination of a position(s) covered by this contract, the provision of this Article will apply.

Section 7. Layoff Resources.

If an employee either opts out of enacting their seniority rights or has no seniority rights available to them and is laid off, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of final notice of layoff.

- i. The Bureau of Human Resources will provide the following assistance to place the employee in any vacancy for which the employee possesses the required qualifications:

1. Assess the employee's qualifications.

1.

2. Review the employee's resume and provide feedback. Assist the employee to revise their resume if requested.

2.

3. Provide the employee with information on the recruitment process.

3.

4. Allow the employee to participate in limited recruitments.

4.

5. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

5.

6. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

6.

7. This assistance, if requested, will be provided until the employee is recalled under the provisions of this Article or for a period of 180 days -120 days- from the date of the final notice of layoff whichever occurs first. This assistance does not guarantee that the employee will be placed in a City position.

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8. If the employee obtains a permanent position with the assistance described above, their name will be removed from the layoff list for recall to their former position.

Section 8. Recall and Benefits Upon Layoff/Recall.

- a. Employees will be placed on the Recall List for their current classification to be recalled in order of seniority to the vacancies in their laid off classification Citywide, if no position has been located within the Bureau, Service Area, or any vacancies identified Citywide by the effective date of the layoff. Recall shall be administered by the City in accordance with Human Resources Administrative Rule 7.06. The City agrees that changes to this rule are required to be bargained with the Union.
- b. Recalled employees are entitled to accrue and use leave quotas, including sick leave accrued at the time of separation immediately upon rehire and are not required to exhaust the eligibility period pursuant to Human Resources Administrative Rules or the Collective Bargaining Agreement. Upon recall, employees will be credited with the Personal Holidays appropriate to the position unless they are recalled during the same calendar year in which they separated. If that occurs the employee will not receive additional personal holidays in that year. Leave accruals upon recall shall be administered in accordance with Human Resources Administrative Rule 7.06.
- a. Recall shall be administered by the City in accordance with Human Resources Administrative Rule 7.06. The City agrees that changes to this rule are required to be bargained with the Union.

Leave accruals upon recall shall be administered in accordance with Human Resources Administrative Rule 7.06.
- c. Seniority will be reinstated upon recall as if there had been no break in service.

~~Upon layoff, employee will be paid for all vacation leave, deferred holidays, and comp time accruals.~~

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ARTICLE 24 – HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for meal periods. Provided however that nothing in this Article is intended to interfere with flexible scheduling on an ongoing or ad hoc basis.

- a. FLSA exempt employees may utilize flex time in accordance with HRAR 8.03 Absences of Less than One Day.

Section 2. Training Sessions, Workshops, And Meetings. Required ~~of~~ bureaucity-paid attendance at work-related training sessions, workshops and other meetings, whether before, during or after the employee's regular work schedule, is work time.

Section 3. Work Schedules. Employees must work a schedule that allows them to complete their assigned duties and be accessible to coworkers. With mutual agreement between the employee and their manager, an employee may work a schedule other than the standard and compressed workweek schedules set forth in this Article. Absent agreement with the manager to work ~~an a~~ a different alternative schedule, employees will be assigned one of the following standard or alternative schedules:

Standard Schedule.

The standard full-time work week shall consist of a fixed Monday-Friday schedule of eight (8) hours of work within a day, with two consecutive days off each week on Saturday and Sunday.

Compressed Workweek Schedules.

- Four 10-hour days, with one day off during the workweek.
- Four 9-hour days and one 4-hour day.
- Eight 9-hour days, one 8-hour day, and one additional day off every other week.

1.

Section 4. Work on Weekends. The standard workweek will normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily. The City will provide reasonable advanced notice when work on weekends is required.

Section 5. Schedule Changes. Except as provided in Section 7 of this Article (Emergency Schedule Changes), the City will provide advanced notice of change in an employee's regular work schedule, excluding overtime work required. Notice under this section will be at least ~~seven (7)~~fourteen (14) calendar days before the change is to become effective. The City must provide this notice in writing and the change must be effective for at least ~~seven (7)~~fourteen (14) calendar days.

Section 6. Meals And Rest Periods.

Rest Periods.

Unless otherwise provided herein, work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift which shall be counted as hours worked. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees shall not receive additional pay for rest breaks that are not taken.

Rest Periods, to Express Milk.

Reasonable rest periods of no less than thirty (30) minutes shall be provided to any employee who have a child eighteen (18) months or younger for the purpose of expressing milk. Whenever possible the thirty (30) minute rest period should coincide with the employee's regular rest period. If the rest period to express milk does coincide with the employee's regular rest period, for FLSA covered employees, fifteen (15) minutes of each thirty (30) minute rest period for expressing milk is paid. Employees may be allowed to work before or after their regular work shift to make up the amount of time used during the unpaid portion of the rest break.

The employee must be provided with a private location, in close proximity to their work area, to express milk. The employee must be able to express milk concealed from view and without intrusion by

other employees. A public restroom, cleaning supply closet, or toilet stall are not acceptable locations.

An employee who intends to express milk during work hours must provide their supervisor with reasonable verbal or written notice of their intention to allow sufficient time to make the necessary preparations to comply with this rule.

Certain types of work may make it an undue hardship on bureau operations to allow an employee to express milk during work hours. If a manager or supervisor believes there is an undue hardship that would preclude such rest periods, they should consult with their Bureau's HR Business Partner.

Meal Periods.

Unless otherwise provided herein, all FLSA non-exempt employees shall be granted an unpaid meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift unless extended by mutual agreement of the employee and their supervisor. Whenever possible, the meal period shall be scheduled approximately mid-shift. If an employee is directed to work through a meal break, the meal break will be rescheduled, or the employee will be paid for the time worked. Employees shall not receive additional pay for meal periods that are not taken. Employees working overtime or a schedule other than their regular shift will be provided meal and rest breaks as required by state law.

Section 7. Emergency Work Scheduling. During an emergency, ~~and/or when there is staging for an emergency,~~ changes to an employee's scheduled working hours (i.e., shift) may be necessary. ~~This section applies to FLSA-overtime-eligible workers.~~

Definition of Emergency.

An emergency is indicated by either a State of an Emergency called by the Mayor or the activation [or partial activation](#) of an Incident Command System.

Work Schedule Changes Without Notice Due to Emergency.

During an emergency, the City may make changes to employees' normally

scheduled working hours without the notice required under section 5 of this Article. For any such change, an employee's first shift on the new schedule during the emergency ~~and/or when there is staging for an emergency~~ shall be paid at the rate of one and a half times their normal rate.

The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Any hours over sixteen (16) will be paid at the double time rate.

There shall be no pyramiding of overtime rates.

Employee Right to Return to Regular Work Hours.

At the end of an emergency, employees shall retain their right to return to their regularly scheduled workweek.

Section 8. Telework Arrangements.

a. General

In accordance with HRAR 4.04 Telework, employees may request a telework arrangement. Should the provisions of HRAR 4.04 change, the City and the Unions will meet to negotiate over the impact of the change(s).

Telework arrangements are by mutual agreement and will not be unreasonably denied. If a telework agreement is denied, it will be done so in writing and state the reason for the denial. Final decisions regarding denial of telework arrangements are at the discretion of the City and are only subject to steps 1 and 2 of the grievance procedure. Such decisions are not subject to arbitration.

In Person Exemption for exceptional circumstances. If the employee demonstrates that their safety is at risk in commuting to in-office work and/or performing in person work and the employee's work can be performed remotely, the City will grant remote work during the period of the exceptional circumstances.

Employees and Managers should work to determine a telework schedule that meets personal preferences and organizational needs, taking into consideration possible technology or process changes to reduce impacts. Routine telework may require that an employee still be present at a City facility as needed.

For the purpose of determining a telework schedule, “in person time” is defined as work that is performed at a city owned facility, in a mobile workplace or from a field location, and other work performed on location) or at a location required by your work assignment, as determined by management

Management shall provide as much advance notice as practicable when directing an employee to report on site outside of their previously approved telework schedule.

Employees who are scheduled to work remotely and who are required to perform “in person time” on a scheduled telework day may request to modify their schedule so that they can telework on a different day that workweek, so long as it does not disrupt the employees’ ability to perform their job duties and they receive advance approval from their supervisor. Such requests should not be unreasonably denied.

If an employee works a hybrid schedule, the City will ensure that on the days the employee is to report to the City’s workspace the employee shall be provided with adequate workspace.

a.b. Position designation

If the City determines that a position’s hybrid or remote work location status is incompatible with the duties of the work assignment or the operational needs of the work unit, an employee will be given at least 90 days six weeks’ notice of a return to office. If a position designation is changed, it will be done so in writing and state the reason for the change.

b.c. Personal holiday

Any employees who are required to report to work in person more than 50% of the time shall receive two (2) additional personal holidays. Any employees who

are required to report to work in person 100% of the time shall receive three (3) additional personal holidays, effective upon ratification of the contract.

ARTICLE 27 – STANDBY AND CALLBACK PAY

Section 1. Standby Duty. Employees working within the Bureau of Environmental Services, ~~the Victims Services Advocate group in~~ the Portland Police Bureau, ~~the Water Bureau, the City Communications Office within the City Operations service area, Portland Bureau of Transportation and the Duty Officer(s) in~~ the Portland Bureau of Emergency Management, may be assigned Standby Duty. Employees covered under this agreement outside of the groups listed above may be assigned Standby Duty if approved in writing by their Bureau Director and the Director of the Bureau of Human Resources prior to being placed on Standby Duty. For the purpose of this article, Standby Duty is defined as a requirement that an employee remains available and fit for duty during nonworking time and must promptly respond if needed. The employee on Standby Duty must respond to the initial contact from the City within five (5) minutes, unless the work unit manager or supervisor permits a longer period to respond. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of sixty (60) minutes, absent unusual circumstances. Employees in the standby group are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times.

Section 2. Standby Pay. Employees on standby will receive 0.13 hours of straight time in pay or as compensatory ("comp")time for every hour of time that they are expected to be on Standby Duty. It is the employee's choice whether to receive pay or comp time. This election applies to both FLSA-exempt and FLSA non-exempt employees. Comp time under this Section is subject to the provision of Article 25 - (Overtime), Section 2 (Compensatory Time), except that FLSA-exempt employees may accrue compensatory time for Standby Duty notwithstanding overtime eligibility.

~~**Section 2. Standby Pay.** Employees on standby will receive 0.13 hours of straight time in pay or as comp time for every hour of time that they are expected to be on Standby Duty. It is the employee's choice whether to receive pay or comp time. Comp time under this Section is subject to the provision of Article 25 - (Overtime), Section 2 (Compensatory Time).~~

Callback Pay. If an employee identified in Section 1 is required to physically report while in standby status ~~or an emergency requires employees in the work unit to be called back to work~~, the employee will be paid at the rate of one and one-half (1.5) times their hourly rate for all time worked, beginning when the employee reports to the worksite and ending when the work is complete, or a minimum of one hour at the rate of one and one-half (1.5) times their hourly rate for the callout, whichever is greater. If an employee is required to report remotely while in standby status by taking an action that requires 30 minutes of time or more, the employee shall receive comp time at the rate of one and one-half (1.5) times the time actually worked or for a minimum of 30 minutes, whichever is greater. For all work performed remotely under 30 minutes, the employee shall be entitled to flex their time. This provision does not apply when an employee is required to work additional time that is adjacent to their scheduled work hours.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

For **ERB** Use Only

Case No. ME-025-26

Date Filed 10/1/26

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 16 – Wages Base Wages	\$93,403,578	\$89,253,639	\$95,947,662		Current cost based on pre-August layoffs. Remainder based on current filled positions (784 positions as of 9/15/26). In 2025-26, the City eliminated 46 positions, 25 of those were filled and the City asserts that there remains a hiring freeze, thus we are not including vacancies. The Wage Step Increase is included in the costs for Year 1 and Year 2, for the reasons identified below at “Wage Step Increase.” COLA for each prior year is included.
Article 16 – Wages COLA	0	\$2,677,609	\$3,358,168		COLA has already been rolled into the cost of the contract for 2025-26 and is part of the base wages for current contract. We roll in the cost of the COLA moving forward each year. COLA for 2026-27 is established at 3.0% for (2026-27) for Year 1. We estimate 3.5% for Year 2 (2027-28).
Article 16 – Wages Wage Step Increase	0.00	0.00	0.00		We are not calculating this as a separate line item cost because the City does not calculate wage step increases as a separate line item cost to the contract for other units. We are including this as an increase to the Base Wages for 2026-27 (3.5% with a cap on those at top of pay scale) and for 2027-28 (4.5% for all members).
Article 16 – Wages Longevity	0.00	\$738,088	\$826,877		We are proposing a 2% longevity premium for employees with 10 years or more of longevity with the City. These are the projected actual costs based on current seniority of members.
Article 27 – Standby and Callback	\$172,167	\$180,775	\$180,775		Current cost is taken from City’s figures and estimated hours from last year’s costing sheet. A few additional employees will be eligible for standby and callback this year, we assume an additional 5% increase which we have included.
Rollup Costs (Wage Driven Benefits)	\$36,117,949	\$35,843,295	\$38,659,937		38.67% for current year (see notes for Base Wages), calculated as a percentage of base wages only (as COLA already rolled in), 38.68% for 2026-2027, 38.61% for 2027-2028, calculated as a percentage of Base Wages plus COLA. Percentages came from the City’s costing sheet.
Article 16 – Wages Safety Allowance	0.00	\$26,250	\$26,250		\$350 per member per year for the approximately 75 members who are believed to qualify.
TOTAL (for each column)	\$129,693,694	\$128,719,656	\$138,999,669	\$9,305,975 increase	