

City of Portland
CPPW Reopener – Final Offer
October 1, 2026

City of Portland
and
City of Portland Professional Workers Union.
CITY’S FINAL OFFER AND COSTING
October 1, 2026

The following are the City’s final offer proposals on open articles to resolve the current negotiations for a first collective bargaining agreement:

- Article 16 - Wages
- Article 22 - Reductions in Workforce and Layoffs
- Article 24 - Hours of Work
- Article 27 - Standby and Callback

The following articles are recognized as Tentative Agreements between the parties:

- Article 13 - Other Leaves

ARTICLE 16 – WAGES

~~Section 1. Guaranteed Wage Increase. Wage Scale Adjustment.~~

~~Effective the first full pay period following ratification by both parties, the City will pay each bargaining unit member employed on the date of the City's ratification a one-time payment of one thousand dollars (\$1,000).~~

~~Fiscal Year 20265: On July 15, 20265, 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, 20265-June 30, 20276, 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 1. 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 2. 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. The City will inform prospective employees in writing that they can submit a new resume within six (6) months of a job offer that will be used to assess prior experience for setting pay. The City will share the draft analysis with the Union and individual employee, both of whom can give input prior to the City finalizing the analysis.~~
- b. All employees undergoing a pay equity analysis may submit a full and comprehensive resume of experience to the hiring manager within 48 ~~6 months~~ 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.

INTENT:

1. 3% COLA effective retroactive to July 1, 2026
2. 1-4% COLA for FY 27 -28
3. \$1000 lump sum payment upon full ratification
4. Safety Gear stipend

Section 3. 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.

1) **Working Out of Classification.**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

2) **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 4. 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%).~~

~~Effective July 1, 2026, Classifications and salaries will increase by three percent (3.0%). 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 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. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5%).~~

~~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 ~~four~~five percent (45%).

~~See below Schedule "A" for the wage rates salary ranges will be adjusted to reflect COLA increases above 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 5. 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

Commented [K01]: CPPW no longer represents Hearings Officers - this classification should be removed.

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.

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a-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.

b-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 ~~thirtyfourteen~~ (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.

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Section 3. Layoff & Seniority.

~~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. 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. 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 is promoted to a non-bargaining unit position, or transfers to a position not represented by CPPW.
- c. 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. 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 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.

~~a-b.~~ All employees who are reassigned based on their exercise of seniority rights will be given at least one five (1)(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.

~~b-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.~~

INTENT:

1. Move to one layoff process for all classifications covered under this agreement.
2. Maintain BHR Direction authority to determine employee qualifications for bumping.

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

iii. 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, as outlined in Section 4 of this Article 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.

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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, if the employee is qualified to do the work.

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.

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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.

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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, the employee may move into a vacant position in that previously held classification as described in the process described in (a)(i), if the employee is qualified for the position.

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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.

~~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.~~

~~iv.~~

~~vi.~~ vii. If the employee exhausts all options in steps 1-6 then they are laid off.

~~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~~

INTENT:

1. Move to one layoff process for all classifications covered under this agreement.
2. Maintain BHR Direction authority to determine employee qualifications for bumping.

time accruals.

b.

~~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.~~

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.~~

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.~~

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.~~

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 may~~ 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.

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INTENT:

1. Move to one layoff process for all classifications covered under this agreement.
2. Maintain BHR Direction authority to determine employee qualifications for bumping.

~~b.i.~~ 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.

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~~b.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.~~

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

~~6.~~ This assistance, if requested, will be provided until the employee is recalled under the provisions of this Article or for a period of ~~one year~~ 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.
~~7.~~

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~~e.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 pursuant to Human Resources Administrative Rules or the Collective Bargaining Agreement 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.~~

INTENT:

1. Move to one layoff process for all classifications covered under this agreement.
2. Maintain BHR Direction authority to determine employee qualifications for bumping.

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, bureau~~city-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 ~~on 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.
- 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.

INTENT:

1. Maintain current practice of not compensating exempt employees beyond what is outlined in HRAR 8.03.
2. Maintain managers rights to organize, assign and direct the work

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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 approved 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.~~

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 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.~~

c. Personal holiday

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

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~~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 covered under this agreement may be assigned Standby duty. Any members outside of ~~E~~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, and ~~the Duty Officer(s) in the~~ Portland Bureau of Emergency Management, will require Bureau Director and BHR Director written consent to ~~may~~ be assigned 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 more than 10 minutes of time, 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, 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.

INTENT:

1. Expand Standby assignment eligibility
2. Clarify language to allow FLSA-exempt employees that are eligible for Standby pay the choice to receive as comp time or pay.

**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD
COST SUMMARY FORM**

For ERB Use Only
Case No. ME-025-26
Date Filed 10/1/26

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost <i>7/1/2026- 6/30/2027</i>	Year 1 <i>7/1/2026- 6/30/2027</i>	Year 2 <i>7/1/2027- 12/31/2027*</i>	Total Projected Increase / Decrease <i>7/1/2026- 12/31/2027</i>	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Base Wages, Premiums, & Overtime	\$ 90,617,042	\$ -	\$ -	\$ -	
One-time bonus	\$ -	\$ 774,000	\$ -	\$ 774,000	Assumes all CPPW members employed upon ratification will receive a \$1,000 bonus
Article 16, Section 5: Safety Gear Allowance	\$ -	\$ 10,500	\$ 5,250	\$ 15,750	Assumes 30 positions receive a \$350 safety gear allowance annually
Wage-driven benefits	\$ 35,040,432	\$ 299,296	\$ -	\$ 299,296	Wage-driven benefits include City contributions to PERS/OPSRP, Individual Account Program (6%), Social Security (6.2%), Medicare (1.45%), TriMet, and Paid Leave Oregon (0.4%). The increase in Year 1 reflects the additional wage-driven benefits paid on the one-time bonus.
Article 16: FY 26/27 COLA	\$ -	\$ 3,769,724	\$ 1,887,581	\$ 5,657,305	FY 2026-27 COLA is based on the CPI-W increase of 3.0%. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
Article 16: FY 27/28 COLA	\$ -	\$ -	\$ 2,333,050	\$ 2,333,050	FY 2027-28 COLA is based on estimated CPI-W increase of 3.6% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
TOTAL (for each column)	\$ 125,657,474	\$ 4,853,520	\$ 4,225,880	\$ 9,079,400	

* Costs are for a 1.5-year period