

Agenda No. 464

ORDINANCE NO.

*Ratify a Letter of Agreement within the Seasonal Maintenance Workers Collective Bargaining Agreement to reflect the Janus Supreme Court decision requiring employees to consent to having Union dues taken out of their paycheck (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City and Laborers' Local 483 (the Union) are parties to a collective bargaining agreement effective July 1, 2018 to June 30, 2022. (the 2018-2022 CBA)

2. When the 2018-2022 CBA was ratified, it contained language speaking to the collection of union dues, or an equivalent amount known as "fair share" payments to be automatically deducted from employees pay and rendered to the Union.

3. In 2018 the Supreme Court decision of *Janus vs AFSCME* it was determined that Public Sector union represented employees would no longer have dues, automatically deducted from their pay, and employees would have to give their "affirmative consent" to have dues taken from their pay.

4. In negotiations in 2018, the City and Local Laborers' agreed to a Cost of Living increase, but did not know which Consumer Price Index(CPI) to use. The parties did agree to meet during the life of the agreement and added language to reflect the mutually agreed upon CPI, which is also included in this Letter of Agreement.

Introduced by

Mayor Ted Wheeler

Bureau

Human Resources
Management and
Finance

Prepared by

Jamaal Anthony

Date Prepared

May 26, 2021

Requested Council Date

June 16, 2021

Requested Agenda Type

Regular 15 minutes

Date Filed with Clerk

June 8, 2021

5. The parties of this agreement have agreed to new language that no longer automatically deducts union dues from Seasonal Maintenance Workers wages, now requiring employees give "affirmative consent," as provided for by the Supreme Court, as well as language that captures the appropriate CPI for the annual Cost of Living increase.

NOW THEREFORE, the Council directs:

a. The LOA between the City and The Union attached as Exhibit A is hereby ratified by Council.

Section 2. The Council declares that an emergency exists because delay will inhibit the proper implementation of the provisions of this agreement, therefore this ordinance shall be in full force and effect after its passage by Council.

Passed by Council:

MARY HULL CABALLERO
Auditor of the City of Portland

Action Taken:

By

Deputy

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

EXHIBIT A

Letter of Agreement

The parties to this letter of agreement are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483.

Background

1. In light of the of the June 27th, 2018 Supreme Court decision "*Janus V. American Federation of State, County, and, Municipal Employees, Council 31, ET Al.*" the parties wish to update the current (July 1, 2018-June 30, 2022) Seasonal Maintenance Worker Collective Bargaining Agreement language concerning dues check-off and union security. The parties also wish to update the language in Schedule A to reflect the agreed upon index for calculating Cost of Living Adjustments. The parties agree that the language in this LOA reflects the practice of the City and the Union since the June 2018 "*Janus.*" Decision

Agreement

1. The Parties agree to make the following revisions to the Seasonal Maintenance Worker Collective Bargaining Agreement:

~~2. — *Union Security*~~

~~2.1 — *All employees covered by this agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done.*~~

~~2.2 — *Fair Share payments authorized by this Article shall be deducted by the City.*~~

~~2.3 — *The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.*~~

~~2.4 — *It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.*~~

~~2.5 The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union.~~

3. Union Security / Dues Check off

3.1 The City agrees to deduct from the paycheck of each employee who has so authorized it by written, affirmative consent, the regular initiation fee and regular monthly dues uniformly required of members of Laborers' Local 483. The amounts deducted shall be transmitted monthly to the Union. The Union shall have the sole responsibility to determine which employees are authorized dues payers and shall provide a list to the City. The Union shall provide the City with updated lists as necessary. The City will rely on the list from the Union as an accurate list of employees that have authorized such deductions.

3.2 Upon request, the Union shall provide copies to the City of employees' written authorization to deduct dues or other authorized payments.

3.3 The total amount of the monies deducted for regular union dues shall be transmitted to the Union monthly after the payroll deduction is made.

3.4 The City agrees to deduct other payments from the paycheck of each employee who has so authorized it by affirmative consent in writing, including, but not limited to, political action committee payments and other assessments. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the employees involved.

3.5 The performance of these services is at no cost to the Union. The Union agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union. The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

3.6 Employees may cease such payments by following the Union process for revocation.

SCHEDULE "A"

Salary rates for the Seasonal Maintenance Worker classification for the period from the date of ratification to June 30, 2022 are contained in Schedule "A."

YEAR ONE - upon ratification of the parties to June 30, 2019

JCN	Title	Entry	Maximum
1205	Seasonal Maintenance Worker	\$14.64	\$15.94

YEAR TWO - July 1, 2019 to June 30, 2020

Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 are to be increased by one hundred percent (100%) of the annual increase in the ~~Index to be determined~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2017 and the 2nd Half 2018) for the West - Size Class 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 (5.0%).

YEAR THREE - July 1, 2020 to June 30, 2021

Salary rates for classifications in Schedule "A" for the period July 1, 2020 to June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in ~~Index to be determined~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2018 and the 2nd Half 2019) for the West - Size Class 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 (5.0%).

YEAR FOUR – July 1, 2021 to June 30, 2022

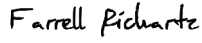
Salary rates for classifications in Schedule "A" for the period July 1, 2021 to June 30, 2022 are to be increased by one hundred percent (100%) of the annual change in the ~~Index to be determined~~ Consumer Price Index for All Urban Consumers (CPI-U) (as measured by the annual change in the index between 2nd Half 2019 and the 2nd Half 2020) for the West - Size Class A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less the one percent (1%) or greater than five percent (5%).

A Seasonal Maintenance Worker who completes a season at the entry rate shall be paid at the maximum rate in any subsequent season they are employed as a Seasonal Maintenance Worker, provided they have no break in re-employment. A Seasonal Maintenance Worker who returns after a break in re-employment shall be paid at the entry rate unless the bureau director or designee authorizes the employee be paid at the maximum rate. If the break in re-employment is due to a lack of available work, the employee shall be paid at the maximum if they are re-employed in a subsequent season.

2. This Agreement does not go into effect until it is authorized by City Council.


So Agreed.

For the Union:

DocuSigned by:

BE962870D03E483...
Farrell Richartz,
LiUNA Local 483 Business Manager


5/5/2021
Date

For the City:

DocuSigned by:

303A109537BD41A...
Cathy Bless
Director of the Bureau of Human Resources

5/5/2021
Date

Approved as to Form:

DocuSigned by:

BC9904E9BC6E48C...
Lory Kraut
Sr. Deputy City Attorney

5/5/2021
Date

