

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are the City of Portland (“City”) and Oregon AFSCME Council 75, Local 189 (“AFSCME”).

Background

1. The parties are subject to a collective bargaining agreement for the period beginning July 1, 2022 to June 30, 2025.
2. On December 19, 2022, AFSCME filed an Unfair Labor Practice Complaint (ULP), Employment Relations Board case number UP-044-22.
3. On September 20, 2022, the Parties entered into a tentative agreement for a first collective bargaining agreement.
4. On January 9, 2023, the Parties entered into a revised tentative agreement to make necessary corrections to the prior tentative agreement.
5. On January 18, 2023, City Council ratified the tentative agreement, and it went into effect immediately.
6. The Parties agree that it is in their best interest to further labor relations by entering into this Settlement Agreement to resolve the pending ULP.

Agreement

The Parties agree to resolve this ULP on a non-precedent setting basis, as follows:

1. The City will implement the new collective bargaining agreement as required by the language therein.
2. The City shall reimburse the Union three-hundred dollars (\$300.00) for the filing fee.
3. Upon demonstration of the inclusion of IPR employees on authorization lists provided previously to the City, the City agrees to make payment to the Union for dues the City did not previously withhold from such IPR employees for the period of time back to the inclusion on the authorization list. Once authorized by City Council ordinance, the City shall within thirty (30) days thereafter make the payments specific in this paragraph. If the City requests additional time to make the payment, such extension shall not be unreasonably denied.
4. IPR Union member, Katherine Kestell, who separated from employment on January 20, 2023, will receive the payment of the raise from July 1, 2022 until the date of Katherine

Kestell's of separation. The City's usual practice is to not provide payment to employees who separated before ratification of the contract and therefore this payment is a non-precedent setting basis and is based on the unique circumstances of this situation.

5. The parties agree to clarify Article 2 (Union Security) and Article 3 (Dues Checkoff) by entering into the appended Letter of Agreement.
6. This Agreement shall go into effect only if authorized by ordinance adopted by City Council.
7. Once authorized by City Council ordinance, then the Union shall within five (5) days of this Agreement going into effect to withdraw its complaint with prejudice in ERB Case No. UP-044-22.
8. The Settlement shall be on a non-precedent setting basis, and it may not be used or entered into evidence in current or future collective bargaining, grievance arbitrations or ULP complaints not arising directly from the enforcement of the terms of the agreement itself.

For AFSCME:



5-31-23
Date

For the City:



Cathy Bless
Chief Human Resources Officer

6/2/2023
Date

Approved as to form:



For the City Attorney

6/2/2023
Date



Attorney for the Union

5-30-23
Date