

Letter of Agreement regarding Hearings Office Move

I. Definitions

- “Move Date” means July 1, 2024 or the date that the Hearings Office moves from its current organizational placement within the Office of Management and Finance to the Auditor’s Office, whichever is sooner. The Auditor and City have sole discretion to determine the Move Date.
- “Auditor’s Hearing Clerk” means Hearings Clerks employed within the Auditor’s Office.
- “Auditor’s Hearings Officer” means Hearings Officers employed within the Auditor’s Office.
- “AFSCME-Auditor Contract” means the Labor Agreement Between the City of Portland (Auditor’s Office) and AFSCME Local 189, effective July 2022 to June 2025.

II. Recognition

On the Move Date, Auditor’s Hearings Clerks and Auditor’s Hearings Officers shall be added to Schedule A of the AFSCME-Auditor contract.

AFSCME-DCTU and AFSCME-Auditor agree that the two bargaining unit positions represented by AFSCME-DCTU who work in the Hearings Office shall become part of the AFSCME-Auditor bargaining unit and shall no longer be part of the AFSCME-DCTU bargaining unit. The move shall take effect as of the Move Date.

In the event the Auditor revokes consent to oversight of the Hearings Office during the duration of this agreement, the City shall notify and consult with AFSCME-Auditor. Such notification will be given at least thirty (30) days prior to the effective date of such revocation or, in the event that thirty (30) days’ advance notice is not feasible, at such time as the City has knowledge of the impending revocation. In the event that the Auditor revokes consent to oversee the Hearings Office, the City agrees to engage in expedited bargaining with the appropriate bargaining unit.

III. Relationship to AFSCME-Auditor Contract

Effective as of the Move Date, all provisions of the AFSCME-Auditor Contract will apply to govern the terms and conditions of the Auditor’s Hearings Clerks and Auditor’s Hearings Officers, unless this Agreement provides otherwise.

IV. Pay Scale

As of the Move Date, Schedule A of the AFSCME-Auditor Contract will be amended as follows.

A. Auditor’s Hearings Clerks

The Hearings Clerk classification (Auditor – Hearings Clerk) will be added to Schedule A of the AFSCME-Auditor contract using the following pay scale:

Classification Title	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year
Auditor – Hearings Clerk	\$40.74	\$41.96	\$43.22	\$44.51	\$45.84	\$47.22	\$48.64	\$50.10

B. Auditor’s Hearings Officers

The Hearings Officer classification (Auditor – Hearings Officer) will be added to Schedule A of the AFSCME-Auditor contract, using the following pay scale:

Classification Title	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year
Auditor – Hearings Officer	\$63.84	\$65.76	\$67.73	\$69.76	\$71.86	\$74.01	\$76.23	\$78.52

V. Step Placement

Articles 8.1, 8.3, 8.4, and the third sentence of Article 8.2 of the AFSCME-Auditor Contract will not apply to the Auditor’s Hearings Clerks and Auditor’s Hearings Officers.

Instead, effective on the Move Date, Auditor’s Hearings Clerks and Auditor’s Hearings Officers will be placed on a step in Schedule A as follows:

- R.S.: 4th year
- R.P.: 3rd year
- N.H.: 5th year
- M.C.: 4th year

With the exception of the four individuals mentioned above, any other Auditor’s Hearings Clerk or Auditor’s Hearings Officer hired after February 15, 2024, and before the Move Date, will, on the Move Date, be placed on a step in Schedule A that represents the closest hourly wage that is an increase from the employee’s wage on the business day preceding the Move Date (the “Initial Step”).

Anniversary dates used for future step increases will be reset to the Move Date for the Auditor’s Hearings Clerks and Auditor’s Hearings Officers who were employed by the City as Hearings Clerks or Hearings Officers as of the Move Date and who have been employed as Hearings Clerks or Hearings Officers for at least one year preceding the Move Date.

VI. Cost of Living Adjustments (COLAs)

COLAs under Schedule B of the AFSCME-Auditor contract applies to Auditor's Hearings Officers and Auditor's Hearings Clerks. The parties agree that the pay scale in Section IV of this agreement includes COLA and the next COLA shall be applied to the pay scale on July 1, 2024 as dictated in Schedule B of the AFSCME-Auditor CBA.

VII. Vacation Accruals

Effective on the Move Date, Article 16.12 of the AFSCME-Auditor Contract is modified for the Auditor’s Hearings Officers and Auditor’s Hearings Clerks as follows: The City shall review the vacation accrual rates for the Auditor’s Hearings Officers and Auditor’s Hearings Clerks. If vacation accrual rates are too low for directly relevant prior experience and prior City service for Auditor’s Hearings Clerks or Auditor’s Hearings Officers, they will be increased effective with the Move Date.

VIII. Certifications

Effective on the Move Date, where the Auditor’s Office requires a specific certification or license for the Auditor’s Hearings Officers or Auditor’s Hearings Clerks, such as a license with the Oregon State Bar, the Auditor’s Office shall pay fees for registration or enrollment for the employee to renew the certification. The Auditor’s Office shall also pay fees for training related to required certifications or licenses to that extent that such fees are within the Hearings Office Division budget, are equitably allocated among similarly situated employees, and are approved pursuant to the Auditor’s Office’s policies for preexisting approval by a manager. The employee’s manager shall have sole discretion to determine if these criteria are met.

IX. Professional Development Fund

Article 31.2 of the AFSCME-Auditor Contract is modified as follows: “The Auditor’s Office will fund a Professional Development account in the amount of \$20,000 per fiscal year starting fiscal year 2023-24. Notwithstanding the foregoing, the Auditor’s Office will fund the Professional Development account in the amount of \$22,600 for fiscal year 2024-25.”

X. Telework

The Auditor’s Hearings Clerks and Auditor’s Hearings Officers shall continue to be considered fully remote workers until Dec 31, 2024. As of January 1, 2025, they will be considered hybrid workers and shall come into compliance with the Auditor’s Office’s Telework Policy.

XI. Protections for reclassification and layoff situations

Effective on the Move Date, Article 14 of the AFSCME-Auditor Contract applies to the Auditor’s Hearings Clerks and Auditor’s Hearings Officers. For avoidance of doubt, the Auditor’s Office agrees that if it

reclassifies an Auditor's Hearings Clerk or Auditor's Hearings Officer, their seniority for layoff and recall purposes in the new classification shall include service in the former classifications of Hearings Clerk or Hearings Officer. The Auditor's Office also agrees that to the extent that the terms of this agreement can be considered "reclassification" of the Auditor's Hearings Clerks and Auditor's Hearings Officers, the Auditor's Hearings Clerks and Auditor's Hearings Officers' seniority for layoff and recall purposes in the new classification shall include service in the former classifications of Hearings Clerk or Hearings Officer.

Reductions in Force. In the event an Auditor's Hearings Clerk position is abolished, the employee shall be permitted to bump as follows, providing the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing classification specifications:

1. into an Auditor's Hearings Clerk vacancy in the Auditor's Office; if none, then, provided the affected employee has greater seniority:
2. into the position held by the least senior Auditor's Hearings Clerk within the Auditor's Office; if none, then
3. into a vacancy in the (Citywide/AFSCME-DCTU) Hearings Clerk classification.

A part-time or job share employee shall have bumping rights as described in this section except that a part-time or job share employee shall not displace a full-time employee.

No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

In the event a (Citywide/DCTU) Hearings Clerk position is abolished, affected employees shall be offered a job interview by the Auditor's Office for any Auditor's Hearings Clerk vacancies at that time.

XII. Working conditions

Effective on the Move Date, and to the extent feasible, the Auditor's Office will provide Hearings Office employees 6 weeks' notice before changing office locations.

Effective January 1, 2025, or earlier for any employee who wishes to change their status from "fully remote" after the Move Date and before January 1, 2025, the Auditor's Office will provide Auditor's Hearings Officers with individual offices with walls, door, and a ceiling where they can conduct hearings in privacy or, alternatively, a place where Auditor's Hearings Officers can conduct hearings in private and with minimal disruption.

AFSCME Local 189 and the Auditor's Office recognize the need for a quiet environment in which to conduct the business of the Hearing's Office.

Auditor's Hearings Clerks shall not be assigned general customer service/front desk duties for other Auditor's Office divisions.

XIII. Outside Contracting

To ensure compliance with code-required deadlines, the Hearings Office acquires and maintains contracts for on-call Hearings Officers.

Article 6 of the AFSCME-Auditor Contract is thereby modified as follows:

With the exception of contracting with outside hearings officers, if the Auditor's Office plans to contract out work that otherwise would be performed by bargaining unit employees, the Auditor's Office will notify the Union before the contracting plan is executed, except when the Auditor's Office determines that an emergency exists.

Notwithstanding the forgoing, and with the exception of cases that the Chief Hearings Officer determines, in the Chief Hearings Officer's sole discretion, are cases that the Hearings Office cannot hear due to conflicts of interest, before assigning a case to an outside hearings officer, the Auditor's Office will offer the work to the Auditor's Hearings Officers, in alternating order. Auditor's Hearings Officers will have eight (8) business hours, and when possible 3 business days, to inform the Auditor's Office if they wish to take the case. If the Auditor's Hearings Officers do not affirmatively inform the Chief Hearings Officer of their intent to take the case, or if they deny the opportunity, the case will be assigned to outside hearings officers. The Chief Hearings Officer reserves the right to waive this requirement upon extreme circumstances, in cases where the Hearings Office could not meet code or contracted timelines if the process is followed.

The Auditor's Office shall report to AFSCME by January 15 and July 15 how many hours and dollars were used by contracted outside hearings officers in the preceding July to December period and January to June period, respectively.

In a non-emergency circumstance for contracts that do not relate to outside hearings officers, the Union will have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the Auditor's Office may implement the contracting plan. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

XIV. Effective Date and Duration of Agreement

Notwithstanding Article 36 of the AFSCME-Auditor Contract, this Agreement shall be effective as of the Move Date and shall remain in effect through June 30, 2025. Article 36 is not otherwise modified.

Signatories

For the City of Portland:

Ronald Zito Designee for Tracy Warren
Tracy Warren, Acting Human Resources Director

Simone Rede
City Auditor Simone Rede

For AFSCME 189 – Auditor's Office unit:

Rob Martineau 2/22/2024
Rob Martineau, President

For AFSCME 189 – DCTU unit:

Rob Martineau 2/22/2024
Rob Martineau, President

Approved as to form:

Heidi Brown

Legal counsel