

**MEDIATION TENTATIVE AGREEMENT**

The City of Portland, Independent Police Review Office and AFSCME-189 are parties to is mediation Tentative Agreement and signed by other parties' Chief spokesperson.

*Jerrold Gaddis*  
 City of Portland, Independent Police Review

09/20/2022  
 Date

*[Signature]*  
 AFSCME- 189- Independent Police Review

9/20/22  
 Date

The following Tentative Agreements were reached during mediation:

Preamble
Recognition
Union Representation
Contracting Out
Workweek Schedule
Maintenance of Standards
Holidays
Vacation
Reporting Pay
Training & Education
Promotions
Jury Duty
Sick Leave
Leave of Absence
Family Medical Leave
Discipline and Discharge
Evaluation and Counseling
Wages
Professional Dev Fund
Working out of Class
Layoff Recall
Overtime
Effective Date & Duration
Seniority
Schedule Prem

The following Tentative Agreements were reached during Auditors Office Negotiations:

Savings Clause
Union Security
Dues Checkoff
Management Rights
Warrant of Authority
Health & Life Benefits
Strike Lockout
Pay Day
Safety
Grievances
Unemployment
Recoupment and Overpayment

Bargaining note: The parties understand that within an FLSA pay period, FLSA-exempt employees have some flexibility in their scheduled hours and these employees may, at times, work more hours in one FLSA workweek and less hours in the following FLSA workweek. The parties also understand that there may be times, due to workload and demands, when these employees will not be able to flex their time during a pay period.

City of Portland

Fiscal impact of proposed IPR classification rates and retentions

JOB NO	JOB DESC	Proposed Rate Change			Retention			Total		
		2023	2024	2025	2023	2024	2025	2023	2024	2025
30003201	Auditor - Administrative Specialist II	\$895	(\$738)	(\$4,011)	\$6,000	\$6,000	\$7,000	\$6,895	\$5,262	\$2,989
30003215	Investigator I	\$6,173	\$35,782	\$67,536	\$21,000	\$21,000	\$24,500	\$27,173	\$56,782	\$92,036
30003222	Investigator II	\$3,547	\$8,883	\$14,494	\$3,000	\$3,000	\$3,500	\$6,547	\$11,883	\$17,994
Total		\$10,615	\$43,928	\$78,018	\$30,000	\$30,000	\$35,000	\$40,615	\$73,928	\$113,018

Based on FY 2021-22 payroll file

Tentative Agreement between AFSCME and City of Portland re: IPR represented employees

	Step 1	2	3	4	5	6	7	8	9
Investigator I	36.20	38.01	39.91	41.91	44.00	46.20	48.51	50.94	53.48
Investigator II	39.45	41.42	43.49	45.66	47.94	50.34	52.86	55.50	58.28
	Step 1	2	3	4	5	6	7	8	9
IPR Data Analyst II (re-class)	37.56	38.87	40.23	41.64	43.10	44.61	46.17	47.79	49.46
Administrative Specialist II	27.46	28.28	29.13	30.00	30.91	31.83	32.78	33.77	34.79

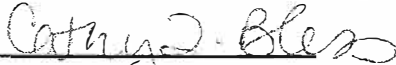
The COLA for fiscal year (FY) 2022-2023 will be applied to the steps listed in this supposal. Employees will be moved to the closest step and then COLA will be applied.

Incumbent – Analyst II - Proposed move to Step 5, remaining at Step 5 until October 2023 (anniversary month), Incumbent will not get a new step in October of 2022, but will be eligible for 5% COLA beginning July 1, 2022.

Incumbent – Administrative Specialist II is above market. Incumbent will get 5% COLA beginning July 1, 2022, and then will be red circled until the step scale catches up. For the incumbent only, he can receive COLAs for the life of the CBA but it will not extend into status quo.

Retention: \$3,000 at the end of each full year of service within IPR increasing to \$3,500 at end of contract, assuming the parties agree to a 3-year CBA. Retention pay will be pro-rated in the final year.

AFSCME agrees that the work of the Senior Outreach Coordinator, Coordinator 3, that is currently vacant will be moved outside of IPR to the Community Safety Division (CSD) and the work will no longer be bargaining unit work at CSD. The Coordinator 3 position will be retained in IPR and remain represented, but the work will change and the parties agree that the Coordinator 3 position remains represented by AFSCME at IPR.

  
 Cathy Bless  
 Chief Human Resources Director

  
 Bao Nguyen  
 AFSCME Representative

IPR – Preamble

1/9/2023 7:57 AM

IPR Medication Counter Proposal  
06/15/2022

### **Preamble**

This agreement made and entered into on the ratification date, by and between the City of Portland, Oregon, hereinafter called the City, and AFSCME Local 189-2, hereinafter called the Union.

The provisions of this Agreement shall be applied equally to all represented employees in the Office of Independent Review (IPR) without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

**IPR Mediation Proposal**  
06/15/2022

**Recognition**

The City of Portland, on behalf of the Office of Independent Police Review (IPR), recognizes the Union as exclusive representative for all employees of all classifications contained in Schedule A of this agreement, as defined in the sections below.

**Probationary Period.** For the purpose of this Agreement, probation is defined as a six (6)- month period from the date of hire, excluding any period of time off exceeding one (1) week in duration.

- (A) All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The Office of Independent Review shall provide a copy of the offer letter to the Union. During their probationary period employees will be given a minimum of two written evaluations with a copy to the employee and the Union at approximately six (6) months and the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.
- (B) The City shall provide the Union with a copy of an employee's resignation, layoff, or separation notice.

**Regular/Probationary Employee.** Any employee who has regular or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.

**Regular Full-Time Employee.** Any employee whose employment is for 72 hours or more in a job classification contained in Schedule A. The probationary period of regular full-time employees will be six (6) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

**Casual Employees.** Casual employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A casual employee shall be defined as an employee who is employed for a limited duration of up to 1400 hours in a calendar year.

- (C) The City may employ casual employees at any time of the year. However, a casual employee may only be employed for up to 1400 hours in a calendar year. After working for 1400 hours, a casual employee must have a break in service of at least ninety (90) days before they may be reemployed.

- (D) Casual Employees will normally be assigned to common labor jobs and will not normally be upgraded to classifications covered by the contract except on an incidental basis as required by day-to-day workflow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

**Temporary Employee.** Temporary Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A temporary employee shall be defined as an employee employed in a full-time budgeted position in a classification contained in Schedule A without regular status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City.

The City shall provide a list of all employees appointed to positions in classifications in Schedule A to the Union.

**Rehired Retirees.** The number of hours paid by a PERS-covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by state law. No rehired retiree may work for the City for more than two years without approval from the Chief Human Resource Officer. Rehired retirees will be subject to the limitations and provisions of the City Human Resource Administrative Rule pertaining to rehired retirees. Rehired retirees are at all times "At-Will" employees and the only Articles in the Agreement that shall apply to rehired retirees are "Recognition", "Union Security", "Dues Checkoff", and Schedule A.

Prior to any merger or consolidation of any division, bureau, or department by the City with any government agency, the City shall notify and consult with the Union. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

**City of Portland  
Counter Proposal  
12/15/21**

**Dues Checkoff**

The City agrees to deduct dues from the paycheck of each employee who has so authorized it. The amounts deducted shall be transmitted monthly to the Union. Authorization by the employee shall be on present forms furnished by the City and may be revoked by the employee upon request. Upon change of an employee from one position to another which includes a change in the representing Union, the City will immediately discontinue dues payment to the former representing Union.

The total amount of the monies deducted for regular union dues payments shall normally be transmitted to the Union within ten (10) calendar days after the payroll deduction is made.

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.



**IPR Mediation Proposal  
08/29/2022**

**Union Representation**

**Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employees involved provided, however, such activities will be limited to the designated representatives having direct responsibility for them. Designated representatives shall notify their immediate supervisors indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisors shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity.

**Designated Representatives.** A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit in the manner required under this article. Such designated representatives may be granted reasonable paid time to perform the activities listed in the “Designated Representative Activities” article below. Designated representatives are also eligible for Union Leave, Union Paid time and unpaid Release Time under a leave of absence as provided in the article.

**List of Designated Representatives.** The exclusive representative may identify bargaining unit members to serve as designated representatives for the duration of the contract.

**Designated Representative Activities.** Designated representatives may engage in the following activities during their regularly scheduled work hours without a loss in compensation, seniority, leave accrual or any other benefits:

- a) Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- b) Attend investigatory meetings and due process hearings involving represented employees;
- c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving this Agreement, including arbitration proceedings,

administrative hearings and proceedings before the Employment Relations Board;

- d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- e) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters;
- f) Provide information regarding this Agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
- g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;
- h) Perform any other duties agreed upon by a public employer and an exclusive representative in this Agreement or any other agreement.

**Reasonable Paid Time.** Designated representatives may spend reasonable paid time conducting the designated activities in the “Designated Representative Activities” article. Reasonable time shall not exceed 75 hours in a fiscal year to be used among all designated representatives. The City will provide to the Union a quarterly report to show the amount of City paid time used by the designated representatives. If the City and the Union disagree whether a designated representative’s reasonable time appears excessive, the parties will meet and attempt to resolve their differences. If the City and Union cannot resolve their concerns, the case may proceed through mediation or the grievance process starting at Level Two.

- i) Additional hours of reasonable time shall be granted to the Union’s designated representatives participating on the Union’s bargaining team during successor negotiations. The total number of additional hours shall be mutually agreed upon prior to the start of the first session of successor negotiations.
- j) Designated representatives shall not work overtime hours in order to perform their designated activities under Reasonable Paid Time.

**Designated Representatives.** It is recognized by the City that designated representatives are desirable for the proper administration of the terms of this Agreement. The City also recognizes that it is desirable that the people designated as representatives shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against

designated representatives in the matter of layoff or rehires or discharge them on account of the proper performance of their designated representative duties.

The Union shall have the right to grieve at Level Two of the grievance procedure, any discipline of a Designated Representative.

**Consultation, Negotiations and Meetings.** Consultation, negotiations, and meetings between the Union and the City representatives will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. Where such issues impact more than one employee in a given workgroup or bureau, no more than one employee spokesperson may attend on City time from each workgroup or bureau.

- k) Meetings for the purpose of discussing disciplinary action under section 35.1, will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.

**Union Access.** The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

- a) **New Employees:** For the purpose of employees new to the bargaining unit, Designated Representatives have the right to meet with employees within ninety (90) calendar days of their employment for a period of at least thirty (30) minutes during the City's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation. For individual or group meetings, the Union will notify the City in advance to make arrangements to release the employee(s) to attend and, if the time is not operationally feasible will work with management to arrange an acceptable time to meet.
- b) **Regular Employees:** All employees Designated Representatives have the right to meet with employees during regular working hours at their work location to investigate and discuss grievances, workplace concerns, and other matters relating to their employment, provided the meetings do not interfere with the City's operations.
- c) The City providing the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business is consistent under the Union Representation Article. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Partner (HRBP) in advance to receive access.

- d) **Use of City Facilities and Technology.** The exclusive or designated representative using the City's facilities, whether owned or leased, including conference rooms, for the purposes of conducting meetings with or for represented employees in the bargaining unit before or after work hours, during meal periods, and during any other break periods. The use of facilities shall be arranged at least twenty-four (24) hours in advance to ensure available space.

The exclusive representative may use the City's electronic mail or other similar communication systems to communicate with bargaining unit members regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy.

**Union Leave, Union Paid Time.** Authorized union representatives, upon written requests of less than thirty (30) days from the Union, shall be given to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such time to a maximum of five (5) employees per union off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending Executive Board meetings, Membership meetings, conferences, training, and workshops pertaining to collective bargaining, arbitration, or other labor law matters and developments, shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefit costs associated with this time. Effective with this Agreement, the rate of reimbursement is 132.8% of the employee's normal hourly wage and includes 24.36% for PERS, 6.2% for SSI, 1.45% for Medicare, and 0.7887% for Tri-Met. Should the wage-driven benefits cost change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in the "Health and Life Insurance" article.

The City shall invoice the Union on a quarterly basis for reimbursable loss time. Invoices shall be provided within six (6) months of the end of the billable quarter. The Union shall have thirty (30) days from receipt of the invoice and billing report to review for any discrepancies. The Union will reimburse the City within sixty (60) calendar days of receipt of the invoice, or thirty (30) days from receipt of the corrected invoice.

**Long Term Leave of Absence (Release Time).** If an employee covered by this Agreement is elected or appointed to an office in the Union of which they are a represented member which requires a long-term leave of absence from their

duties with the City to represent the City of Portland union members, they shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave of absence shall be based on the time an employee is elected or appointed to represent City of Portland union members.

- a) **Termination of Release Time.** An exclusive representative or a designated representative may terminate a period of release time authorized under this article at any time for any reason.
  
- b) **Return to Work.** At the conclusion or termination of a period of release time granted to a designated representative under this article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification. The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the union.

**Employee Rights.** The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

- a) There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this Agreement, all future disciplinary actions will be maintained in the official personnel file. Employee shall be allowed to examine their personnel file upon request. Employee will be made aware of any information placed in their personnel file. Nothing herein shall preclude IPR from maintaining unofficial personnel files.
  
- b) Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one (1) year, on the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.
  
- c) All written working rules or regulations affecting the working conditions of any employee covered by this Agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which tends to conflict with this Agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect them as an

employee.

**Labor Management Committee.** The parties agree to continue their commitment to currently established Labor Management Committees for the duration of this labor Agreement.

**Bulletin Boards.** The City shall furnish bulletin boards in places mutually satisfactory to the City and the Union. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.

- a) Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus, or activities.
- b) If the City believes that a notice does not meet the criteria specified above, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether a notice meets the criteria specified in the article above, they will meet and attempt to resolve their differences. If the City and the Union still cannot agree, the Union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether the notice met the criteria specified above. If the arbitrator determines that the criteria of the article above have been met, the notice will be re-posted.

City of Portland  
Counter Proposal  
12/15/21

### **Union Security**

All employees covered by this Agreement may voluntarily join the union as a member.

Notifications of change in authorization – adding or dropping membership status – submitted by the Union to the City will be effective with the next paycheck so long as they are received by end of business on the Friday before the City’s Time Submission deadline. Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20<sup>th</sup> each year for the following calendar year.

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

Employees who are current members of the Union at the signing of this Agreement or who sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership. However, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty. The five (5) day window period shall commence on the first Monday in March.

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.

IPR – Management Rights  
1/9/2023 7:59 AM

**City Proposal**  
01/12/22

### **Management Rights**

The City shall exercise sole responsibility for management of the City and direction of its work force, except as expressly limited by the terms of this Agreement.



IPR Office Mediation  
Counter Proposal  
0708/2022

### **Job Security and Outside Contracting**

The City occasionally has the need to complete work using contracted labor or professional expertise. The use of contracts generally augments work otherwise assigned to employees and does not result in layoffs.

If the City plans to contract out work that otherwise would be performed by bargaining unit employees, the City will notify the Union before the contracting plan is executed.

Once notified, the Union will have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting plan. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

**IPR Counter Proposal**

**Mediation**

**07/08/2022**

**Work Schedules and Workweeks**

- X.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. The five (5) consecutive days mentioned herein shall have the same starting and quitting times unless inclement weather conditions dictate otherwise, or by mutual agreement.
- X.2 In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week.
- X.3 The basic workweek for non-shift employees shall 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, and such other schedules may be made subject to the grievance procedure should the Unions consider any such schedule as not required by the reasonable needs of City operations.
- X.4 In the event any employee's workday is changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one half.
  - X.4.1 Notwithstanding the workweek set forth in X.1 above, the City and the Union involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten- (10) hour days with three (3) consecutive days off. To address specific needs of the Office or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with the "Overtime" article of this Agreement.
  - X.4.2 It is further agreed, the City and the Union involved may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine- (9) hour days, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine- (9) hour days, and one (1) eight- (8) hour day with two (2) days off. To address specific needs of the Office or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with the "Overtime" article of this Agreement.

- X.4.3 The City and the Union agree that either party may terminate a schedule created under X.4.1 or X.4.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Office under Article X.1.
- X.5 It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the City's payroll period. Once such a workweek is established for a group of employees, it shall remain fixed, unless changed for legitimate business reasons. For example: The workweek for the bi-weekly work schedule described Article X.4.2 consisting of four (4) consecutive nine- (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine- (9) hour days, and one (1) eight- (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.
- X.6 Employees working a second or third shift shall receive a shift differential in accordance with the provisions in the "Shifts" article of this Agreement.
- X.7 Except in case of emergency, all employees' work schedules shall provide for a fifteen- (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible.
- X.8 **Emergency Work Scheduling.** Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City without the notice required under subsection X.2 of this Article, in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency.
- X.8.1 Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided they have at least an eight- (8) hour rest period. If the rest period is not provided, then the City shall pay the employee the overtime rate for the first shift of their regular schedule.
- X.8.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not preplan. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.
- X.8.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two of the grievance procedure.

X.9 Employees working any of the allowed work shifts and weeks may, by mutual agreement between management and the employee, and to meet the needs of the City or the employee, adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same FLSA workweek. Such scheduling adjustments must be preapproved and will not result in overtime pay outside of the provisions outlined in Articles X.9.2 and X.9.3.

X.9.1 The following provisions of the bargaining agreement shall not apply when an employee is approved for and flexing their work schedule: X.1, X.2, X.4.

If an employee working a flexible schedule works more than 40 hours in a FLSA workweek, the employee shall accrue overtime at the rate of one- (1) and-a-half (1/2) times their regular rate of pay.

The fourth subsection of the “Overtime” article shall only apply when such an employee is unable to flex their schedule due to FLSA workweek restrictions.

Flexing of schedules will not be permitted on any of the City Paid Holidays as outlined in the first subsection of the “Holidays” article of this Agreement.

**Telework.** Employees may be allowed to telework when feasible and requested by the employee and approved by management.

**IPR Mediation**  
Counter Proposal  
**07/08/2022**

**Overtime**

All FLSA-covered bargaining unit employees shall receive overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per FLSA workweek or by full-time employees who work in excess of their approved scheduled work shift. Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) shall not be eligible for overtime at one and one-half times their regular rate of pay unless an emergency exception applies and with the approval of the City.

Overtime will be paid in cash to FLSA-covered employees unless the City and the employee agree to compensatory time in lieu of overtime. Compensatory time will be granted at the overtime rate up to a total accrual of 40 hours. Employees may use their compensatory time off with prior approval of their manager. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year.

The FLSA workweek, for purposes of calculating overtime, is Thursday through Wednesday.

An employee may not work overtime without the prior approval of their supervisor.

It is the employee's responsibility that all overtime worked must be recorded on their timesheet.

Paid and unpaid leave taken during the work-week shall not be considered as time worked for overtime calculation purposes.

When FLSA- exempt employees work more than forty (40) hours in a workweek with the prior approval of their manager, they and their manager may adjust the employee's schedule to permit the use of the extra hours as accrued time (flex time, see Workweek article). The adjustment must occur within two payroll periods following the payroll period in which the extra hours are worked. If an adjustment cannot be accomplished, the employee will be paid for the accrued time worked at their regular hourly rate or may accrue it as straight compensatory time to a maximum of forty (40) hours. Compensatory time off shall be taken with the prior approval of the employee's supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year.

**IPR Mediation Counter Proposal**  
**07/08/2022**

**Reporting Pay and Minimum Pay**

Employees called to return to work before the employee's next work shift, and such call is after the employee has left the City's premises at the end of their last shift, shall be paid at the overtime rate of one and one-half (1 ½) times their regular rate. The "return to work" will commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee leaves the last designated reporting location at the conclusion of the work.

Employees who have been asked to work beyond their scheduled end time may be eligible to flex their schedule or receive call back pay.

The employee shall receive .25 hours pay at the straight time rate for each one (1) hour of "stand-by" time. For the purposes of this section, "stand-by" shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can report for work within a period of one hour absent unusual circumstances.

Employees are authorized special mileage allowances under the following conditions: All mileage allowances must be pre-authorized. When such employees use their own transportation to report directly to a worksite other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess distance both going to work and returning home. Employees are required to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.

### **Seniority**

In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions. In calculating an employee's permanent seniority, it shall be the employee's total uninterrupted time, including the time spent in unsuccessful probation in another unit.

**Injured Worker Return to Work.** When a vacancy under the below articles occurs, the City and the Union may, by mutual agreement, exempt the job from the bidding procedures of this Article so that the job may be utilized to employ a worker returning from Industrial Accident leave.

The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be assigned work other than their regular job as soon as released to do so by the treating physician. Positions filled by an injured worker on jobs designed to reasonably accommodate an injured worker shall not be subject to the bidding procedure specified in this Agreement.

Injured workers whose conditions are medically stationary will be given the opportunity to return to their original job as provided in the below section. If the injured worker's condition is permanent partial disability, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work.

The City shall notify the Union at the earliest stage of efforts to place injured workers into available and suitable positions.

If placement efforts do not result in the return to work of the injured worker, the matter shall be referred to a joint labor/management committee for the purpose of providing recommendations and advice to the Chief Human Resource Officer and the Risk Manager on the worker's placement including, but not limited to, the effectiveness of any office-wide or City-wide placement activities or other issues relating to the return to work of the injured worker.

The joint committee will also be charged with a review of current practices and issues relating to injured workers and provide recommendations and advice to the Chief Human Resources Officer and Risk Manager on program operations relating to injured workers. This committee shall consist of equal numbers of management and Union representatives. Union participants will be appointed by the Union and management participants by the Bureau of Human Resources and Risk Management.

A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. Such jobs may be filled by appointment and is not subject to bidding. During this period, injured workers who have received a full release will be returned to their former job on request. Employees displaced by the return of an injured worker will be entitled to bump pursuant to their seniority and classification. After eighteen (18) months, employees who are absent due to compensable injury shall be entitled to bump junior employees within their classification.



### **Layoff/ Recall**

In the event a layoff is imminent for any reason, the City and the Union will meet and discuss possible options to prevent a layoff, the layoff process, and the recall process.

A tie in classification seniority shall be broken and greatest seniority determined first by the highest score on the eligible list from which the appointment was made; if a tie remains, then, 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, any standardized and equitable procedure as developed by the City or their designee.

When an employee is laid off due to a reduction in the work force, that employee shall be permitted to exercise seniority rights to replace other employees in the sequence described below, providing such employee has greater seniority than the employee who is being replaced, and further providing the replacing employee is qualified to perform the work of the employee who is being replaced. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure.

The employee is placed in a vacancy in the same classification within the Office.

If no such vacancy exists, the employee displaces the least senior employee in the same classification within the Office.

If no such classification exists, the employee is placed in a vacancy in previously held classifications, in inverse chronological order, where the employee held regular status within the Office.

If no such vacancy exists, the employee displaces the least senior employee in the previously held classifications within the Office.

If the employee exhausts all options in the above steps, then they are laid off.

### **Recall**

Employees shall be called back from layoff to their classification in the Office according to total seniority in the classification in the Office from which the employee was laid off. No new employee shall be hired in any classification in the Office until all employees on the recall list for that classification have had an opportunity to return to work.

Employees who were displaced to a part-time position as result of a layoff shall have the right to be called back to a full-time position.

Employees who are laid off shall be placed on a recall list for the classification in the Office for a period equal to the length of their total classification seniority, or until recall to the classification in the Office from which layoff occurred, for a period equal to the length of their total City service, but in no event less than three (3) years or more than five (5) years, or removal as defined below, whichever occurs earlier.

The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period of time, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.

On recall of laid off employees, the City shall notify the employee by Certified Letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City unless a later date is mutually agreed.

Reappointment to the classification in the Office, from which the employee was laid off or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and termination of the employee's right to recall.

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**Working Out of Classification**

Working out-of-classification should be considered a short-term solution to assist with workload needs.

Out-of-class assignments are considered temporary in that the employee performs the duties of a higher class for a limited time period and then reverts to the regular duties and pay schedule on completion of the assignment.

Out-of-class assignments may be made under the following circumstances:

1. To cover the duties of employees in authorized positions who are on leave of absence; or
2. To meet critical business needs of a temporary nature by having an incumbent in an existing, authorized position perform work at a higher-class level, and
3. Out-of-class assignments shall not exceed one year unless extended by the City.

Compensation for out-of-class assignments may be provided only if assignment is preauthorized. Working out-of-class shall not be paid retroactively.

**Rate of Pay When Working Out-of-Classification:**

FLSA-exempt employees working out-of-class 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.

If assigned to work in a higher classification in a workday, an employee will receive the rate applicable to the higher classification for a minimum of one (1) hour. If working out of class longer than one (1) hour, the employee will receive hour for hour for all hours worked in the higher classification.

Employees do not receive out-of-class pay when on paid leave or holiday status.

All other types of compensation/benefits and accrual rates will be at the level associated with the employee's regular classification.

An employee appointed to work out-of-class in a non-represented position will not administer discipline or have access to personnel files.

- (A) The City will notify the Union when a bargaining unit member is working out-of-class in a non-represented position. Employees temporarily appointed to non-represented positions who are also Union designated representative shall be required to cease operating in the capacity of a designated representative for the duration of said appointment.
  
- (B) Employees working out of class in a non-bargaining unit position shall not be subject to this Agreement for the duration of such appointment.

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**PROMOTIONS**

For the purposes of this article “promotions” shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another represented classification are eligible to receive a wage increase according to the pay equity analysis conducted by Bureau of Human Resources Classification and Compensation staff but will not be less than three percent (3%), unless that violates the Oregon Equal Pay Act.

Employees receiving a promotion will serve a six (6) -month probation period.

All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation.

During their promotional probationary period, employees will be given a minimum of three written evaluations with a copy to the employee and to the Union at approximately one (1) month, three (3) months, and prior to the end of promotional probation.

Nothing in this section shall limit management’s right to terminate the promotional probationary period.

A probationary period may be extended by mutual agreement of the Union and IPR management in cases where the employee has been absent for an extended period or where additional review of the employee’s performance is required.

Seniority in the higher classification will begin to accrue on the date an employee is appointed to the higher classification.

If an employee passes promotional probation for the new position, an employee shall have the right to be returned to their former classification and IPR based on seniority if the position is vacant with all the rights and conditions of employment they had in their former classification.

If an employee fails to pass promotional probation for the new position, an employee shall have the right to be returned to their former classification within IPR based on seniority with all the rights and conditions of employment if the position is vacant.

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**Holidays**

The following holidays shall be recognized and observed as guaranteed paid holidays:

New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and every day appointed by the President of the United States or the Governor of the State of Oregon as a universal paid holiday.

- (A) For Monday through Friday Schedules, whenever one of the above listed holidays fall on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.
- (B) For schedules other than Monday through Friday when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled workday following the holiday(s) shall be considered the holiday and paid as such.
- (C) When a holiday is observed on an employee's regularly scheduled day off, they will be permitted to defer the holiday with pay until a later date.

**Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8-hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10-hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Deferred or postponed holidays will be used prior to vacation time but not prior to vacation over the max. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues.

Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.

If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated vacation leave.

If employees are on sick leave and a holiday is observed, they shall be paid for such holiday, and it shall not count against their accumulated sick leave.

### **Personal Holidays**

After completion of (6) months of service, each regular full-time employee covered by the terms of this Agreement shall receive personal holiday time based on three (3) times their regular workday.

Personal holidays shall be maintained in a separate quota account and will be added to each eligible employee's personal holiday account at the end of the first pay period in January of each year and may be utilized in any increment of time.

All Personal Holiday hours must be used first before vacation hours are taken. Personal holiday time may be utilized in any increment of time.

The personal holidays shall be arranged by mutual agreement between the employee and the City. If mutual agreement is not reached, the matter shall be immediately referred to the ~~Bureau~~IPR Director.

Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

### Vacation

**Vacation Leave Accrual.** Annual vacation leave for employees shall be computed using the method described in the articles below. The rate that annual vacation leave accrues shall depend upon the total years of directly relevant experience outside the City, as calculated by management and approved by the IPR Director, and the total years of service for the City, whether or not such service was broken. Beginning January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

<b>Years of Service (years)</b>	<b>Bi-Weekly Accrual Rate (hours)</b>	<b>Annual Accrual Rate (hours)</b>
0	4.31	112.06
1	4.46	115.96
2	4.62	120.12
3	4.77	124.02
4	4.92	127.92
5	5.08	132.08
6	5.23	135.98
7	5.38	139.88
8	5.54	144.04
9	5.69	147.94
10	5.85	152.10
11	6.00	156.00
12	6.15	159.90
13	6.31	164.06
14	6.46	167.96
15	6.62	172.12
16	6.77	176.02
17	6.92	179.92
18	7.08	184.08
19	7.23	187.98
20	7.38	191.88
21	7.54	196.04
22	7.69	199.94
23	7.85	204.10
24	8.00	208.00
25	8.15	211.90
26 +	8.31	216.06



An employee's vacation is deemed earned and shall be credited each payroll period.

Total service as used above includes:

1. Time taken while on leave of absence without pay for military service or Family Medical Leave;
2. Time served as a temporary employee;
3. Time employed by the Exposition Recreation Commission and Prosper Portland;

Total service excludes time in City service for which the employee receives pension benefits.

Upon hire, a new represented employee's vacation accrual rate will be determined by the number of years of experience directly relevant to the employee's position that corresponds to the level of accrual for years of service on the table in 16.1. The new employee's accrual subsequently will increase for each year of service at the City.

Employees shall continue to earn vacation credit for:

Any authorized leave of absence where an employee continues in paid status.

Any authorized unpaid personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.

The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24)-month period. Any excess credit at that time will be forfeited unless, during the month of December, the City requires an employee to work during a scheduled and approved vacation period. The amount of vacation worked may exceed the annual vacation cap and be carried forward until the first payroll period the following January.

Vacation credits will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety days of service is laid off or terminated, their vacation time shall be paid in a lump sum.

### **Vacation Scheduling.**

Employees shall submit requests to use accrued vacation leave using the City's enterprise system.

The City and a Union representative may mutually agree to implement an alternative method of approving vacations. The agreement can involve a work unit, a classification, or apply officewide. Any such agreement will be made in writing and will be provided to the Union and the IPR Director prior to implementation.

Managers must approve or deny vacation requests no later than 10 business days after they have been submitted. Vacation requests that exceed the deadline without a response shall be considered approved.

The City shall not cancel an employee's scheduled vacation unless a business need requires such action. Cancellation of a scheduled vacation will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, employees eligible for overtime will be paid at time and one-half (1 ½) for the hours worked during the scheduled vacation and will not lose accrued vacation time equivalent to the number of hours worked. The City will make every effort to accommodate the employee in rescheduling the employee's vacation.

If an employee is taking approved vacation, the employee may not substitute sick leave for vacation.

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**Sick Leave**

The City will continue for the life of this Agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows:

Permanent employees, including those in probationary status, are eligible to use earned sick leave after thirty (30) days service with the City.

An employee is entitled to use a maximum of three (3) consecutive workdays' sick leave without providing verification to management via a signed doctor's certificate.

A doctor's certificate may be requested by an employee's manager if an employee is absent for more than three consecutive workdays. When a doctor's certificate is required, it will contain the date(s) of treatment and the date the employee may return to work.

Should management decide to verify the authenticity of a doctor's certificate, the employee will be required to furnish the doctor's name, address, and phone number.

If the employee is aware that a condition will require more than two (2) days' sick leave, the employee will inform their supervisor of the approximate date of return.

Mental health is a condition eligible for sick leave.

Time for medical and dental appointments will be charged against accrued sick leave.

Employees may accumulate unlimited sick leave.

The City may discipline an employee for misuse of or excessive sick leave.

Prior to taking any disciplinary action for excessive sick leave, the employee's supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of the notification is to allow the employee to identify the specific reasons for the usage of sick leave and articulate how, if possible, they can alleviate usage and minimize its effect on their productivity. Supervisors should help employees identify options to correct their excessive sick leave

usage when appropriate. If the employee does not correct their behavior, the City may proceed with progressive discipline.

**Non-Protected Dependent Sick Leave.** In situations where an employee's spouse, domestic partner, parent, child, or other person for whom the employee is legal guardian, becomes ill or injured, the employee shall be permitted to use sick leave, up to 104 hours per year. The employee may be required to submit a doctor's certificate for any absence of more than three (3) days for dependent care.

Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

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### **Family and Medical Leave**

To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and as designated in the Independent Police Review Office Administrative Rules. For purposes of Family Leave, the City agrees that spouse includes “domestic partner”.

Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from IPR timekeeper(s) or the Bureau of Human Resources.

During periods of leave covered by FMLA and/or OFLA, eligible employees shall be required to use accrued paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence, except when the following apply:

An employee may reserve all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from Family Leave.

An employee may use sick leave in cases of a “serious health condition” (as defined in state law) in the employee’s immediate family (as defined in state law and in HRAR 6.05). In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

If the duration of the employees’ family leave is longer than the amount of the employees’ accrued paid leave, the employee may choose to be placed on unpaid leave of absence for the duration of the family leave after using all accrued paid leave.

**City Paid Parental Leave.** Per HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. See HRAR 6.05 for additional information. Should the provisions of HRAR 6.05 change, the City and Union will meet to negotiate over the impact of the change(s).

**Parental Leave.** Is available in cases where employees are eligible for Oregon Family Leave and have been granted leave to care for an infant or newly adopted child under 18 years of age, a newly placed foster child under 18 years of age, a child under 18 years of age newly placed through a legal guardianship order, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability:

Such employees will be allowed to use sick leave, vacation leave, or compensatory time during the period of leave for the above purpose, as provided by State law.

Employees may take parental leave covered under FMLA/OFLA and any additional leave granted in a continuous block of time. Employees may request to take their FMLA/OFLA parental leave intermittently or on a reduced schedule. Management shall approve requests submitted 30 days or more in advance; requests submitted less than 30 days in advance will be by mutual agreement. All parental leave must be completed within a year of the date of birth, adoption, or placement of the child.

The parties have further agreed that an employee who is granted family leave under the FMLA/OFLA shall be entitled to use accrued compensatory time for that leave. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

**Oregon Paid Family Leave**

Employees covered under this Agreement may use Oregon Paid Family Leave as defined by State Law and/or the City Human Resources Administrative Rules.

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**Leaves of Absence**

**Funeral and Bereavement Leave** Employees may be granted up to three (3) days of leave with pay for the death of a relative, an individual related by close affinity, or for pregnancy loss, including miscarriage, stillbirth, or other loss.

A “relative” includes a spouse, domestic partner, parent, grandparent, grandparent-in-law, child, stepchild, child-in-law, grandchild, sibling, stepsibling, stepparent, stepgrandparent, sibling-in-law, parent-in-law, and equivalent relative of an employee’s domestic partner.

“An individual related by close affinity” includes relationships such as unmarried partners, household members, and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship.

Employees may be allowed an additional two (2) days’ paid leave for travel to a relative’s funeral with the IPR Director’s approval.

When employees attend a funeral for an employee in the Independent Police Review Office, they will be granted four (4) hours’ time off with pay to attend the ceremony, subject to the needs of the operation.

**Blood, Stem Cell, and Bone Marrow Donation Leave.** A reasonable period not to exceed two (2) hours will be allowed for the voluntary donation of blood and participation in the registry for stem cell and bone marrow transplant.

**Military Leave.** Military leave will be provided to employees in accordance with ORS Chapter 408 and Human Resources Administrative Rule 6.07 – Military Leave. Employees will notify their supervisor in writing of their scheduled military leave dates as soon as they have been notified. The employee will provide the Independent Police Review Office with copies of their military orders when they receive them.

A. Reserve Military Leave. Any employee serving in the National Guard or Reserve Military Forces will be entitled to paid absence from duties not to exceed 30 workdays in any federal fiscal year (October 1st through September 30th), provided the employee is employed at least 90 days prior to the leave. Employees are not required to take their leave in one block of

time but may use the paid leave allowed under this rule over the course of the federal fiscal year.

- B. In the event an employee's paid military leave is exhausted, the City will continue contributions for medical, dental, and vision coverage for employees ordered to military service for 60 days. If the employee is ordered to military service and the federal government provides medical, dental, and vision coverage, the employee will notify the City. City paid coverage for the employee will terminate on the 32nd day of unpaid leave or the effective date of military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct premiums prior to leave, payroll deductions for missed premiums will occur on the first available paycheck when the employees return from military leave.

**Search and Rescue Operations and Disaster Relief.** Per Human Resources Administrative Rule 6.11, employees may be eligible to participate in a search or rescue operation at the request of any law enforcement agency, the state Office of Emergency Management or the United States Forest Service. Employees are subject to the rules and eligibility requirements of the HRAR. Should the provisions of HRAR 6.11 change, the City and the Union will meet to negotiate over the impact of the change(s).



**City TA 11/03/21**

**Health and Life Insurance**

**Labor/Management Benefits Committee**

The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of sixteen (16) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17 (PTE-17) (COPPEA), PPA representing Emergency Communications Operators (BOEC), Laborers', Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME, Local 189 representing the Auditors Office, AFSCME, Local 189 representing the Office of Independent Review, and Laborers' Local 483 representing Portland City Laborers (PCL). The remaining eight (8) members shall be appointed by the City.

A quorum of fourteen (14) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.

The committee shall select its chairperson, who shall serve at the will of the committee.

In order to make a recommendation to the City Council, at least fourteen (14) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

The committee shall meet at least quarterly and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a

recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this Agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two-party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two-party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.

**Benefits Eligibility.** The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes, and rules.

**Regular Full-Time Employees.** Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.

**Regular Part-Time Employees.** Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this Agreement.

*Percentage of City Contribution based on employee status.* The amount of contributions which the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Employer Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and is in paid status.

### **City/Employee Contributions**

*Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017.* Effective in Benefit Plan years July 1, 2017, through June 30, 2018, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (Self-insured Medical Plan or the Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.

*High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.* Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

*Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.* Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family

enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who did not receive a preventive health examination within the prior two (2) full calendar years shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.

Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided. The parties acknowledge that Kaiser requires a release of information to be signed allowing Kaiser to release the information described above.

The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

**Medical Coverage Opt Out.** For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 17.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

Cash Payment	One Party	\$25.00 per payday
	Two Party	\$45.00 per payday
	Family	\$62.50 per payday

Employees may elect to receive the cash payment as cash (subject to withholding). In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

City Contribution	One Party	\$117.26 per payday
	Two Party	\$93.59 per payday
	Family	\$72.86 per payday

The City shall pro-rate the cash payment and City contribution in 17.3.8 and 17.3.9 above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours.

Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

#### **Health Fund Reserves**

The Health Fund shall be maintained with adequate reserves to meet fund obligations.

The term "excess reserves", as used in this Agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund but shall be subject to separate reporting to the committee.

The Health Fund and all reserves associated with the Fund must be maintained in an interest-bearing account. Fund reserves shall be pooled and shall not be allocated on an individual employee or employee group basis.

#### **Retiree and Survivor Benefits**

The City shall make available to a retired employee and their eligible dependents, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until both the retiree and spouse (or domestic partner) become eligible for federal Medicare coverage.

The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible

dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

**Life Insurance**

The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

The value of the policy shall be the lesser of one-time annual salary rounded to the next higher multiple of \$1,000 or \$50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

The City shall make available supplemental life coverage on a voluntary, employee paid basis.

**Disability Insurance**

The City shall provide each employee with a long-term disability insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

**Domestic Partners.** For purposes of this Agreement, the phrase "domestic partners" shall be as defined by the Labor-Management Benefits Committee.

**IPR Mediation Proposal**  
**06/15/2022**

**Jury Duty and Witness Pay**

All employees shall be granted leave with pay and without loss of any benefits of their employment to serve as a juror in State or Federal court or as a witness as a consequence of their official duties in response to subpoena or similar service issued out of a State or Federal Court, subject to the following provisions:

All employees granted such leave shall pay all money received for their service as a juror or witness, to the City Treasurer less any travel allowance received. Employees must not submit requests for travel allowance or accept payment from the courts if they do not incur travel costs.

Where employee is required to serve as a juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day but will not receive vacation pay.

If an employee is subpoenaed to appear for a civil or criminal case as a consequence of their official duties on their off-duty time; they shall receive straight time.

An employee working an alternate schedule will be rescheduled to a Monday through Friday schedule for the duration of their jury duty.

If an employee granted leave under this Article is excused from service as a juror or witness with more than two (2) hours remaining in their work schedule, they will notify their immediate supervisor and report to work for the remainder of their workday if their immediate supervisor requests them to do so.



IPR – Pay Day  
1/9/2023 8:29 AM

### **Pay Day**

Payday shall be biweekly and in no case shall more than six (6) days' pay be held back.

Employees shall be paid prior to the end of their assigned shift.

Employees that are laid off, quit or are discharged, shall receive their pay in compliance with State law.

Upon request by the employee the City will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay.

## **Recoupment of Overpayment/Underpayments**

### **Overpayments**

An employee will repay the City if the employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment or when the overpayment occurred. The City will provide the employee with written notification of the overpayment, including information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

Overpayment amounts may be recovered by payroll deduction at the City's discretion. For payroll deduction, the following shall apply:

- (A) The employee, City, and Union at the employee's request will meet and attempt to reach agreement on a repayment schedule within thirty (30) calendar days following written notification.
- (B) If a meeting is not held or agreement reached, at the end of the thirty (30) calendar day period, the City will implement the repayment schedule as described in the article above. The parties may extend the thirty (30) calendar day period by a mutual written agreement.

The employee may elect to repay the City in one payment for the total amount owed via cash or check.

If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment will be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment will be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck. Alternate repayment plans may be allowed under this section pending approval by the Chief Human Resources Officer.

An employee who disagrees with the City's determination of an overpayment may process the determination through the grievance procedure. In the event such a grievance, the City will delay recoupment pending resolution of the grievance.

This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## **Underpayments**

The City will pay an employee in the event the employee does not receive the wages or benefits to which the City agreed the employee was entitled.

This provision will not apply to claims asserting eligibility for payments that result from this ~~A~~Agreement. Employees claiming eligibility for lead work pay, work out of classification pay, or reclassification must pursue those claims pursuant to the timelines elsewhere in this ~~A~~Agreement.

Union Counter4/13/2022

## **Safety**

The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when discipline is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

**Safety Committees.** The City shall establish a safety committee comprised of at least one (1) represented employee and at least one (1) member of the management team. Other non-represented employees may join the safety committee not to exceed the number of represented employees. The committee shall assist, make recommendations to, and cooperate with a Safety Representative from the City. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such committee shall be advisory only.

**Unsafe Conditions or Equipment.** Any employee who believes that any working condition is unsafe shall immediately call it to the attention of their supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether an unsafe condition exists. If unable to reach agreement, the supervisor may make a unilateral decision. However, if the employee is not satisfied with the decision, the employee shall be allowed time to telephone the City's Safety Representative and, if the Safety Representative is unavailable, the Workers' Compensation Board, to request an immediate investigation.

No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon or follow a supervisory directive where the employee reasonably believes direct bodily harm would result.

The City shall furnish on all temporary work sites sanitary facilities or shall provide transportation when available.

Any condition which the Union believes violates reasonable safety practices may be taken up as a Level Two grievance (Article 35.3.5).

**Ventilation.** Where noxious or poisonous gases may accumulate, IPR shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Union shall meet to discuss and arrive at a mutual decision as to what constitutes such a "working-alone" hazard.

City employees will be provided any necessary safety equipment needed to complete their work duties.

**Driver's License.** The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license. An employee who is required to have a valid driver's license as a condition of employment, and who loses their driving privileges, must report their driving status to their supervisor by their next working day.

An employee who receives a citation, including for parking violations, while operating a City vehicle shall report the citation to their supervisor by their next working day. The parties agree that the employee is responsible for payment of any fine(s).

Operating a city vehicle without a valid license, failing to report the loss of a license, or failing to pay any fines related to a citation received while operating a City vehicle may subject employees to disciplinary action.

If the City creates or modifies a classification to require a valid driver's license, the City and the Union will bargain over the impact.

Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.

**Pregnancy Accommodation.** If a pregnant employee presents medical evidence to support an accommodation, the City will immediately attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days.

**Reasonable Suspicion of Drug or Alcohol Use.** For the purposes of determining Reasonable Suspicion, the City prefers two supervisors observe and document behavior, however, if two are not available, then one supervisor may take action.

For purposes of this Article, the following definitions apply.

Reasonable suspicion: a legal standard of proof that is less than probable cause, but more than a “hunch.” It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or body odors of an employee.

Alcohol: colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.

Drugs: any controlled substance included in ORS 475.005, marijuana, or prescribed drugs that have not been legally obtained or are not being used for the purpose for which they were prescribed.

Drug paraphernalia: any item that is clearly intended for administering, transferring, manufacturing, testing or storing a drug.

The City reserves the right to determine whether reasonable suspicion exists. Only managers and supervisors trained in the signs and symptoms of drug and alcohol use may refer employees for reasonable suspicion testing. Circumstances that constitute a basis for determining “reasonable suspicion” may include, but are not limited to, direct observation of any of the following:

on-duty use or possession of alcohol;

on-duty use or possession of drugs or drug paraphernalia;

on-duty odor of alcohol;

on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);

on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;

pattern of abnormal conduct, erratic behavior or deteriorating work performance that can be reasonably attributed to alcohol or drug use.

When the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine

and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. Refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

refusing a directive to submit to a required test;

inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;

tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;

leaving the collection site before the testing process is complete;

failing to permit an observed collection when required;

failing to submit to a second test when required;

failing to undergo a medical evaluation when required;

failing to cooperate with any part of the testing process.

When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.

For purpose of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.87. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

**IPR Mediation Proposal**  
**06/15/2022**

**Wage Scales**

Upon request, with reasonable notice, the City will provide an accurate amount of the individual employee's accumulated sick leave, holiday, and vacation credits.

**City-Initiated Classification Changes.**

Before reclassifying any AFSCME-represented position, proposing a new classification in a AFSCME-represented series, or abolishing any AFSCME-represented classification, the Chief Human Resource Officer or designee, shall notify the Union ~~affected by~~ the proposed reclassification, creation, or abolition, and discuss the effect thereof. If the City reclassifies any represented-bargaining-unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within fourteen (14) calendar days to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act.

**Reclassification Changes**

The City shall maintain a procedure for employees to initiate reclassification reviews.

Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Chief Human Resource Officer and the Civil Service Board in accordance with the Human Resource Administrative Rules of the City of Portland

The Union recognizes that the Chief Human Resources Officer and Civil Service Board have the sole authority to classify or reclassify positions.

**Wage Rates for New Classifications**

When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule A.

Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City notice, by notifying the City designee for labor relations of its desire to bargain under the provisions of state law. The Union's demand-to-bargain will outline whether it is looking to bargain over wages, impacts, or both. The City can establish an interim rate during bargaining.



**IPR Mediation  
Counter Proposal  
07/08/22**

**Schedule “A” Premiums**  
Effective on ratification by AFSCME

**Bi-Lingual Premium:** Employees who pass an oral test of their proficiency in a foreign language, and whose bi-lingual skills benefit the Office of Independent Review in serving non-English-speaking community members, will receive a pay differential of \$1.00 per hour to their base pay. Qualifying languages are on an eligible list developed by the City. The premium is not subject to the grievance procedure.

**IPR Mediation Proposal**  
06/15/2022

**Training and Education**

Employees covered by this Agreement are eligible to obtain training or attend conferences or courses the City finds will add value to employees' abilities to perform their duties.

Represented employees selected by City to attend job-related training will be compensated on the same basis as other employees for wages, per diem, and the costs of training and transportation.

Where the City requires a specific certification, and the certification requirement did not exist at the time of employment in the classification, City will pay one-time fees for training registration or enrollment and examinations for the employee to obtain the certification. If an employee is not successful in obtaining the required certification, subsequent fees to retake training or courses and examinations will be paid by the employee. Drivers' Licenses and endorsements are excluded from this provision.

When the City obtains new equipment that is substantially different from existing equipment, the City will offer the opportunity for on-the-job training to those required to operate the new equipment.

### **Professional Development Fund**

The Union and the City mutually recognize the benefit of professional development. To accomplish this:

The City will fund a Professional Development account in the amount of \$5,000 per fiscal year.

At the end of each fiscal year, any unexpended account monies up to \$900.00 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year, more than \$900.00 remains in the fund, the entire unexpended account monies shall be returned to the City.

Administrative support for the fund, up to \$900.00 annually, may be deducted from the fund to cover those costs provided. In addition, the City will confer with the Union about measures to reduce these administrative costs and implement measures as agreed.

Monies from this account may be used by an employee for any of the following, provided it pertains to their current position or is reasonably related to work or services provided by the City.

- Fees and/or tuition to professional development seminars, classes, workshops, and conferences.

- Books, videos, and software that may assist employees in their professional development. These items must be turned over to the City upon separation from the City.

- Professional dues not paid by the City, up to \$1900.00 per fiscal year, may be used to hire consultants or coaches to work one-on-one with employees on career development activities.

The account shall be administered by a four (4) member Professional Development Committee. Two (2) members will be appointed by AFSCME Local 189 and two (2) members by the City's Chief Human Resources Officer.

The Bureau of Human Resources will establish accounting procedures in coordination with the City's Accounting Division for the fund in accordance with all applicable Federal, State, and municipal laws.

Professional Development Committee decisions will be made by consensus. The Committee will establish decision-making processes and criteria for approval of requests.

Time to attend professional development seminars, classes, workshops, and conferences will be subject to approval by the IPR Director or a designee and will not be unreasonably denied. The Director or a designee will consider the absence's effect on workload for other employees, scheduling conflicts, and coverage during business hours.

The City and the Union will review and make recommendations by December 31st annually to improve the Plan Document. Any recommendations adopted will be effective the following July 1st.

Nothing in this article prevents the City from providing other professional development opportunities.

If eighty percent (80%) of the fund is used within the fiscal year the fund will increase by \$1500.00 the following fiscal year.

If fifty percent (50%) of the fund is not used within the fiscal year the fund will be reduce by \$1500.00 the following fiscal year.

### **Unemployment Compensation**

The City shall place all of the employees in the bargaining unit under the Unemployment Insurance Program of the State of Oregon.

### **Evaluations/Counseling**

Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior, and review employee progress in meeting identified standards of performance and behavior.

An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such a rebuttal must be filed within fifteen (15) workdays following receipt of the evaluation report. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline or if an employee is claiming a factual misrepresentation.

One-on-one discussions, evaluations or counseling by supervisors do not require the presence of a Union representative.

The parties agree that all meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect.

## **Grievances, Complaints, and Arbitration**

All parties agree to try to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure for doing so.

If there is a breach of any provision of this Agreement, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union, the Union will have the right to take up such breach with or without the consent of the employees or employee involved.

### **Procedure**

**Time Limits.** The number of days to process a grievance as indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits may be extended by agreement. If the City does not respond in writing within the time limit at each level of the process, the grievance automatically advances to the next level. The Union will notify the designated management representative at each level within the time limits specified.

**Informal Level.** The employee will attempt to resolve a matter outside of the grievance process by discussing it with their immediate supervisor. If the immediate supervisor is not available, the employee will contact another supervisor or manager. The employee will notify the Union, and a Union representative will be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.

Any grievance filed under the terms of this Agreement shall be withdrawn upon appeal of any discharge, demotion, or suspension before the Civil Service Board.

### **Level One – Director or Designee**

If a dispute is not resolved at the informal level, the employee or Union will file the grievance in writing to the Director or Designee within thirty (30) calendar days of the claimed violation.

The grievance statement will specify the provision(s) of this Agreement claimed to be violated and the manner of the violation, all other pertinent information, the remedy sought, and it will be signed by the employee(s) and/or the Union representative. The Grievant and the Union will be as complete and forthcoming as possible providing information regarding the grievance.

The parties will discuss the grievance with the director or designee and shall communicate their disposition and reasoning to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely Level One grievance.

### **Level Two – Human Resources and Commissioner-in-Charge**

If the employee or the Union is not satisfied with the Level One disposition, the employee or the Union may advance the grievance to the Bureau of Human Resources and the Commissioner-in-Charge to Level Two within fourteen (14) calendar days after receiving notice of the Level One disposition.

The Union or the Grievant with the concurrence of the Union will have the right to amend the grievance prior to Level Two so long as any amendments are limited to the substantive issues previously raised in the grievance.

The Union can take up any disciplinary action brought against a Designated Representative as a Level Two grievance (“Union Representation” article of this Agreement) within thirty (30) calendar days of receipt of written notice to of the disciplinary action.

A grievance involving a suspension, demotion, or discharge will be filed at Level Two no later than thirty (30) calendar days of receipt of written notice to suspend, demote, or discharge an employee.

An appeal from Level One to Level Two will include a copy of the original grievance, the Level One disposition, reasons for the appeal, and the relief requested.

The parties will discuss the grievance with the Bureau of Human Resources/IPR Director or their designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Chief Human Resource Officer or their designee will provide a written determination within fourteen (14) calendar days after the discussion.

The Union will have sole discretion to file grievances and advance them through the process with or without the consent of employee(s).

### **Level Three -- Mediation**

If the Union is not satisfied with the Level Two disposition, the parties can agree to refer the grievance to mediation within fourteen (14) calendar days.

The costs of the mediator will be equally shared between the parties.



**Level Four -- Arbitration**

If the grievance remains unresolved at Level Two or Level Three, the Union will have the right to refer the matter to arbitration. It must notify the Bureau of Human Resources in writing within twenty-one (21) calendar days of the Level Two disposition or twenty-one (21) calendar days after mediation ends if the parties agreed to refer the grievance to Level Three.

The parties or their representatives will jointly request a list of seven (7) arbitrators from the State Conciliation Service. The parties will select one arbitrator from that list. If they are unable to agree, then the parties will alternate striking objectionable names from the list, with the Union striking first. The final name left on the list shall be the arbitrator.

The arbitrator's decision will be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.

The City and Union will share equally the arbitrator's fee and the cost of a hearing room and shorthand reporter if requested by the arbitrator. All other expenses will be paid by the party incurring them.

Time limits will be set by the arbitrator unless waived by agreement of the parties.

The Union will have sole authority to determine whether a grievance will be submitted for arbitration. A settlement of the grievance in lieu of arbitration between the Union and the Bureau of Human Resources/IPR Director will be binding on all parties.

The parties will try to avoid unreasonable delay in scheduling arbitration hearings.

## **Discipline and Discharge**

Disciplinary actions or measures will include only oral warning, written reprimand, demotion, suspension, and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed may be processed as a grievance through the regular grievance procedure.

If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action with an employee, the employee will have the option of having a Union representative present.

If the parties agree, a Performance Improvement Plan may be used in place of the disciplinary steps prior to discharge in cases of employee performance problems. The content of the Plan will be the result of mutual agreement, and either parties' offer or refusal to agree to a Plan will not be used against them in the grievance procedure.

If the City has reason to reprimand an employee, it shall be done privately. Management may notify other employees when restrictions that affect the work unit are applied to a co-worker as a result of discipline. The parties understand that public records laws may require disclosure.

Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after two years at the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary action. Approval to remove such material from the file will not be unreasonably withheld.

**Discharge, Demotion and Suspension.** The City shall not discharge, demote, or suspend employees who have completed their probationary period without just cause as provided in the "Recognition, Probationary Period" article in this Agreement.

If the City has evidence of just cause for discharge, demotion, or suspension, the City will notify the employee and the Union in writing five

(5) business days before the effective date. The notification must state the nature of the offense for which the employee is being discharged, demoted, or suspended; dates, locations, the details of the offense; and the right to respond either in writing or by meeting prior to the effective date of the proposed discipline.

Any employee found to be unjustly suspended or discharged will be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator.

Just cause provisions of this section do not apply to temporary or casual employees, as defined in the "Recognition" article.

At separation, discipline, or discharge, a temporary employee as defined in the "Recognition" article, may write a statement that will be maintained with the employee's official personnel record in the Bureau of Human Resources.

IPR – Savings Clause

1/9/2023 8:31 AM

**City of Portland**

Counter Proposal

02/16/2022

### **Savings Clause**

Should any part or any provision of this contract be rendered or declared invalid because of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the invalidation of the part or portion of this Agreement shall not invalidate the remaining portions of the contract. The parties agree immediately to meet and negotiate the invalidated provisions. The remaining parts or provisions shall remain in full force and effect. The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in this Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that action taken as a reasonable accommodation for a person with a disability is an absolute defense to a contract violation claim.

### **Strikes and Lockouts Barred**

There shall be no lockouts on the part of the City, nor suspension of work on the part of the employees. This Agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure. Employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

If employees encounter a labor dispute picket line at an assigned work location, the employees shall immediately contact their supervisor. The City and the employee's union shall confer about appropriate actions to ensure employee safety and the completion of City work.

ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike

**IPR Mediation Proposal**  
0615/2022

**Maintenance of Standards**

Except those modified through collective bargaining, standards of employment related to wages, hours, and working conditions, which are mandatory subjects of collective bargaining, will be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the union and the Independent Police Review Office with respect to this section shall be subject to the grievance procedure.

The parties agree that the private use of public resources by individual employees is a matter of managerial discretion. The Union agrees that the City retains the right to establish policies governing the private use of City resources by employees and that the City may change, modify, or discontinue these policies at any time, without further bargaining, with fourteen (14) days' written notice. These policies shall not be subject to the grievance procedure.

IPR – Warrant of Authority  
1/9/2023 8:35 AM

**City of Portland**  
Counter Proposal  
011222

### **Warrant of Authority**

The officials executing this Agreement on behalf of the City and the Union affirm they have the authority to act for, bind, and collectively bargain on behalf of the organization that they represent.

**Effective Date and Duration of Agreement**

This Agreement, effective July 1, 2022, or on ratification by both parties, shall remain in full force and effect through June 30, 2025.

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the Union agree to meet and discuss the economic impact in good faith try to arrive at alternatives to a reduction in the work force.

For the City of Portland:

\_\_\_\_\_  
Ted Wheeler, Mayor

\_\_\_\_\_  
Ross Caldwell, Director

For AFSCME:

\_\_\_\_\_  
Bao Nguyen AFSCME



### **Schedule A “COLA”**

**Retro to and Effective July 1, 2022** , Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period of July 1, 2022 to June 30, 2023, by 100 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 2nd Half 2021 and the 2nd Half 2022 ) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor with a minimum of one percent (1%) and a maximum of five percent (5%).

**Effective July 1, 2023**, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period of July 1, 2023 to June 30, 2024, by 100 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 2nd Half 2022 and the 2nd Half 2023 ) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor with a minimum of one percent (1%) and a maximum of five percent (5%).

**Effective July 1, 2024** , Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period of July 1, 2024 to June 30, 2025, by 100 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 2nd Half 2023 and the 2nd Half 2024 ) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor with a minimum of one percent (1%) and a maximum of five percent (5%).