

# Labor Agreement Between the City of Portland (Auditor's Office) and AFSCME Local 189

July 1, 2022 to June 30, 2025





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## 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 Auditor's Office, hereinafter called "Union."

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit 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 is section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

## Article 1: Recognition

1.1 The City recognizes the Union as the exclusive representative for Auditor's Office employees in all classifications contained in Schedule A of this Agreement, with the exceptions noted in footnote 1 of Schedule A, as further defined in this Article.

1.1.1 **Probationary Period.** Probation is defined as a nine-month period from the date of hire, excluding any period of time off exceeding five workdays in duration.

(A) All employees will receive an offer letter prior to hire or promotion specifying the official start date and end date of their probation. The Auditor's Office will 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 mid-term and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.

(B) The Auditor's Office will provide the Union with a copy of an employee's resignation, layoff, or separation notice.

- 1.1.2 **Regular Non-Probationary / Probationary Employee.** Any employee who has a regular non-probationary or probationary status as provided by the Auditor's Office Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.
- 1.1.3 **Regular Part-Time Employee.** Any employee whose employment is less than full-time in a job classification contained in Schedule A. Pay increases will be computed on the basis of hourly equivalence.
- (A) Regular part-time employees will be paid in accordance with Schedule A and will receive benefits other than Health and Life Insurance on a pro-rated basis. Employees who work less than seventy-two (72) hours per pay period are eligible for half benefits; those who work seventy-two (72) hours or more per pay period are eligible for full benefits.
- (B) Regular part-time employees will be eligible for Health and Life Insurance coverage as provided in Article 17.
- 1.1.4 The City will provide the Union annually a list of all employees appointed to positions in classifications contained in Schedule A.
- 1.2 **Rehired Retirees.** Rehired Retirees are at all times "At-Will" employees subject only to four Articles in this Agreement: Recognition (Article 1), Union Security (Article 2), Dues Checkoff (Article 3), and Schedule A. State law determines the number of hours a PERS-covered employer may pay a Rehired Retiree in PERS Tier One/Two or the OPSRP Pension Program. No rehired retiree may work for the Auditor's Office for more than two years without approval from the City Auditor. Rehired Retirees can request current accumulated total hours from timekeepers in Operations Management. Auditor's Office Administrative Rules will apply to Rehired Retirees.
- 1.2.1 The Auditor's Office and the Union agree that either party may terminate Section 1.2 at any time for any reason with thirty (30) days written notice to the other party.

## **Article 2: Union Security**

- 2.1 All employees covered by this agreement may voluntarily join the union as a member.
- 2.2 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 20th each year for the following calendar year.
- 2.3 The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.
- 2.4 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.
- 2.5 The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City arising out of the City’s faithful compliance with the terms of this Article, provided the Auditor’s Office notifies Union in writing of such claim and tenders the defense to Union.

## **Article 3: Dues Checkoff**

- 3.1 The Auditor’s Office agrees to deduct from the paycheck of each employee who has so authorized it. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the employees involved. Authorization by the employee shall be on present forms furnished by the Auditor’s Office and may be

revoked by the employee upon request. Upon change of an employee from one position to another which includes a change the representing Union, the Auditor's Office will immediately discontinue dues payment to the former representing Union.

- 3.2 The total amount of the monies deducted for regular union dues payments shall normally be transmitted to the unions within ten (10) calendar days after the payroll deduction is made.
- 3.3 The performance of these services is at no cost to the Union.
- 3.4 AFSCME agrees that it will indemnify and save the Auditor's Office harmless from all suits, actions and claims against the Auditor's Office or persons acting on behalf of the Auditor's Office arising out of the Auditor's Office faithful compliance with the terms of this Article, provided the Auditor's Office notifies AFSCME in writing of such claim and tenders the defense to AFSCME.

#### **Article 4: 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.

#### **Article 5: Warrant of Authority**

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

#### **Article 6: Job Security and Outside Contracting**

The Auditor's Office 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 Auditor's Office plans to contract out work that otherwise would be performed by bargaining unit employees, the Auditor's Office will notify the Union before the contracting plan is executed, except when the Auditor's Office determines that an emergency exists.



In a non-emergency circumstance, the Union will have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the Auditor's Office may implement the contracting plan. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

## **Article 7: Work Schedules and Workweeks**

7.1 **Workweek.** Work weeks for full-time employees are a minimum of forty (40) hours per week.

7.1.1 The City's workweek runs Thursday through Wednesday.

7.2 **Work Schedules.** The following are descriptions of allowed employee work week.

7.2.1 **STANDARD.** The standard work week shall consist of a fixed Monday-Friday schedule of eight (8) hours of work within a day, with two consecutive days off each week on Saturday and Sunday.

7.2.2 **ALTERNATE.** A schedule other than the standard schedule is possible if an employee requests and management approves one of the following:

- Four 10-hour days, with one day off during the workweek.
- Four 9-hour days and one 4-hour day, Monday through Friday.
- Eight 9-hour days, one 8-hour day, and one additional day off every other week.

7.2.3 Notice of change in an employee's regular work schedule, excluding overtime work required and except when the Auditor's Office determines an emergency exists (as defined in Section 7.3), shall be given to the affected employee at least five (5) business days before the change is to become effective. The Auditor's Office must provide this notice in writing and the change must be effective for at least five (5) business days.

- 7.3 **Emergency schedule changes.** Emergencies shall be defined as a situation beyond the control of the Auditor’s Office for which the City could not pre-plan.
- 7.3.1 Employees will be returned to their regular schedule at the end of the emergency.
- 7.3.2 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two of the grievance procedure.
- 7.4 **Rest Periods.** Except in emergency situations, employees covered by the Fair Labor Standards Act are entitled to two 15-minute rest periods (one before the meal period and one after) and are entitled to an additional 15-minute rest period for every substantial portion of four hours they work beyond their regular schedule.
- 7.4.1 Employees covered by the Fair Labor Standards Act must take these rest periods and may not “save” them to take a longer meal period or to arrive late or leave before the end of their regular scheduled workday.
- 7.4.2 A rest period is counted as hours worked.
- 7.4.3 Emergency situations are defined as situations where loss of life and/or serious public or private property damage is possible. Employees shall not receive additional pay for rest breaks that are not taken.
- 7.5 **Meal Periods.** A meal period is a span of at least 30 consecutive minutes during which an employee is completely relieved of duty. Full-time employees covered by the Fair Labor Standards Act must take an unpaid meal period of at least 30 minutes, even if the employee works an alternate schedule.
- 7.5.1 The meal period should be scheduled approximately mid-shift.
- 7.5.2 The meal period must not be used to shorten the workday.
- 7.5.3 A meal period is not counted as hours worked.

- 7.6 **Flexible Schedules.** Employees exempt under the Fair Labor Standards Act working any of the allowed work weeks may, by mutual agreement between management and the employee, adjust their hours of work by working fewer hours than scheduled on one day and making up those hours by working an equivalent number of additional hours on another day in the same FLSA pay period. Such scheduling adjustments must be preapproved and will not result in overtime pay.
- 7.6.1 Employees covered by the Fair Labor Standards Act should reference overtime and compensatory time in Article 9.
- 7.6.2 Flexing of schedules will not be permitted on any of the City Paid Holidays.
- 7.7 **Telework.** Employees will be allowed to telework by mutual agreement between the employee and management. Factors the Auditor’s Office will consider in developing a telework policy include: customer service needs; team needs; individual needs; business, operations, and strategic needs of each division in the Auditor’s Office; building a culture of collaboration and trust among all Auditor Office employees; and the rest of the City’s approach to hybrid work.

**Article 8: Pay Scale**

- 8.1 Effective and retroactive to July 1, 2022, or the date that the represented employee began their employment with the Auditor’s Office, whichever is later, each represented employee who has been employed in only one classification during the period from July 1, 2022 through ratification will be placed on a step in Schedule A that represents the closest hourly wage that is an increase from the employee’s wage prior to ratification, adjusted by a 5% COLA (the “Initial Step”). Notwithstanding the foregoing, employees with 5 or more years of service in their current classification will not be put on a step lower than the one that corresponds to Year 3 in Schedule A. Employees will thereafter be paid in accordance with this Article 8.
- 8.2 Employees will move up a step on Schedule A on an annual basis. Employees will move up a step the date of their anniversary of working in their current classification. The City will also provide retroactive step

increases for the period from July 1, 2022 through ratification.

- 8.3 Upon ratification of this Agreement by both parties, employees described in Article 8.1 will be paid a lump sum equal to the amount they would have earned between July 1, 2022, or their first date of employment in their current classification, whichever is later, and the date of ratification had they been on the Initial Step during that period, minus the amount actually earned during the same period.
- 8.4 For any represented employee who has been employed in two classifications during the period between July 1, 2022 and the date of ratification:
  - 8.4.1 Such employee will be paid a lump sum for the period between July 1, 2022 and the last date of their employment in their prior classification that is the difference between what the person actually earned during this period and what the person would have earned in this period had they been placed on the step scale in accordance with the method described in Article 8.1 and had Article 8.2 been in effect during this period.
  - 8.4.2 Such employee will also be paid a lump sum for the period between the first date of their employment in their current classification and ratification that is the difference between what the person actually earned during this period and what this person would have earned in this period had they been placed on the step scale in accordance with the method described in Article 8.1.
- 8.5 Upon ratification of the agreement by both parties, retroactive payment processing will be prioritized during the implementation of these new terms. No union dues will be taken out on lump sum payments.
- 8.6 Employees will not be eligible for a step increase after they reach the maximum pay for their classification as set forth in Schedule A. However, their compensation will continue to be updated for COLA in accordance with Schedule B.
- 8.7 New employees' placement on the step scale in Schedule A will be determined through the Auditor's Office's current process that

involves the City's Classification and Compensation team performing pay equity analysis and recommending pay rates.

8.8 The City will perform a new pay equity analysis for certain individual employees by July 2023; including incumbents within the following positions:

- Archives and Records Coordinator I
- Archives and Records Coordinators II
- Performance Auditor I
- Deputy Ombuds hired after 2020
- Administrative Specialists II hired after 2020

The analysis will be done by the Auditor's Office or delegated by the City Auditor's Office to Bureau of Human Resources or a consultant. Affected employees will be able to submit a resume of prior experience to the City. To identify people doing comparable work, the City will look at work of comparable character as defined by the Pay Equity law. The City will share the draft analysis with the Union and individual employee, both of whom can give input prior to the City finalizing the analysis. If the final analysis results in recommending higher pay than the step they are initially placed on, placement will be on the next higher step of the pay scale effective July 1, 2023.

### **Article 9: Overtime**

All FLSA-covered bargaining unit employees will 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. For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and sick leave will be counted as time worked.

Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) are not 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 Auditor.

Overtime will be paid in cash to FLSA-covered employees unless the Auditor's

Office 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. Compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year.

The workweek for purposes of calculating overtime is Thursday through Wednesday. Employees may not work overtime without the prior approval of their supervisor.

It is the employees' responsibility to record all overtime worked on their timesheets.

When an FLSA-exempt employee works more than 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 Section 7.6). 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 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.

#### **Article 10: 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 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 position perform work at a higher-class level.

Out of class assignments will not exceed one year unless extended by the City Auditor.

Compensation for out of class assignments may be provided only if the assignment is preauthorized and acknowledged in writing by the employee and the employee's supervisor. Working out of class shall not be paid retroactively.

### **Rate of Pay When Working Out of Classification**

FLSA exempt and nonexempt employees working out of class shall be paid an additional 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 the applicable rate 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.

Percentage-based pay increases will be at the level associated with the employee's regular classification.

- (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 Shop Stewards will be required to cease operating in the capacity of a Shop Steward for the duration of the appointment.
- (B) Employees working out of class in a non-bargaining unit position will not be subject to this agreement for the duration of such appointment.

### **Article 11: Callback Pay**

- 11.1 Employees called to return to work by their manager before the employee's next workday, and after the employee has left the City's premises, will 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” will end when the employee leaves the last designated reporting location at the conclusion of the work.

11.2 Employees who have been asked to work beyond their scheduled end time will be eligible to either flex their schedule or receive overtime, depending on the employee’s status in Article 9, but not callback pay.

11.3 **Mileage Reimbursement.** 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 work site 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.

## **Article 12: Seniority**

In calculating an employee’s permanent work unit seniority, it shall be the employee’s total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.

## **Article 13: Promotions**

13.1 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 Auditor’s Office classification are eligible to receive a wage increase according to the pay equity analysis conducted by Bureau of Human Resources Classification and Compensation staff, which will not be less than five percent (5%), unless that violates the Oregon Equal Pay Act.

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



- 13.2.1 All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation.
  - 13.2.2 During their promotional probationary period, employees will be given a minimum of two written evaluations with a copy to the employee and to the Union at approximately three (3) months and prior to the end of promotional probation.
  - 13.2.3 Nothing in this section shall limit management's right to terminate the promotional probationary period.
  - 13.2.4 A probationary period may be extended by mutual agreement of the City Auditor and the division manager, in consultation with the Union, in cases where the employee has been absent for an extended period or where additional review of the employee's performance is required.
- 13.3 Seniority in the higher classification will begin to accrue on the date an employee is appointed to the higher classification.
  - 13.4 During promotional probation, or upon failing to pass promotional probation for the new position, an employee will have the right to be returned to their former classification if the position is vacant with all the rights and conditions of employment they had in their former classification.

## **Article 14: Layoff/Recall**

### **Layoff**

- 14.1 Before approving a layoff, the City Auditor will consider transferring employees to vacant positions, eliminating budgeted positions that are vacant, and/or transferring employees into positions held by temporary employees if the employees who otherwise would be laid off are qualified to perform the work. Affected employees are not guaranteed a position.
  - 14.1.1 A represented employee who is scheduled for layoff will be placed in any vacant position in the employee's current classification if they are qualified for the position.

- 14.1.2 If no vacancies exist in the employee's classification for which the employee is qualified, the employee will be placed in any position in the current classification occupied by a temporary employee.
- 14.2 When a layoff is required, the Auditor's Office will consider the following factors when determining which employee(s) will be laid off:
  - 14.2.1 The needs of the Auditor's Office, such as the types of positions and special knowledge, skills, and competencies necessary to accomplish its work.
  - 14.2.2 Length of service with the City.
  - 14.2.3 Length of seniority within classification.
- 14.3 **Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of permanent appointment to the classification listed in Schedule A, including held classification before December 2018. An employee will not lose classification seniority in previously held classifications as a result of accepting permanent or temporary appointment to another classification.
  - 14.3.1 Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, retirement, voluntary demotion, or movement to a classification not listed in Schedule A. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.
  - 14.3.2 A tie in classification seniority shall be broken and greatest seniority determined by:
    - 14.3.2.1 The highest score on the eligible list from which appointment was made; if a tie remains, then
    - 14.3.2.2 The greatest length of service with the City; if a tie remains, then
    - 14.3.2.3 The date and time of receipt of the application by the Auditor's Office, if a tie remains, then

14.3.2.4 By random draw.

14.4 After the City Auditor approves a layoff, Operations Management will provide written notice to the affected employee(s) and the Union as soon as possible.

## **Redeployment**

14.5 When an employee cannot be reassigned within the Auditor's Office, the Auditor's Office and Bureau of Human Resources will try to redeploy the impacted employee into an existing vacant position in their current classification elsewhere in the City, or to any other vacant position provided the employee is qualified to perform the work. Affected employees are not guaranteed a position.

14.6 The City Auditor has discretion to:

14.6.1 Place a hiring freeze on Auditor's Office classifications until affected employees have been considered.

14.6.2 Grant exceptions to an existing hiring process to consider affected employees.

14.6.3 Waive the competitive process for participation in a training plan.

## **Recall**

14.7 Employees laid off by the Auditor's Office are only eligible for recall to positions within the Auditor's Office.

14.7.1 Employees will be placed on a recall list for the classification from which their layoff occurred for a maximum of five years from the layoff date.

14.7.2 An employee may be removed from a recall list for reasons that would have resulted in discharge from active employment or if they decline an appointment from the Auditor's Office offered in accordance with this Article.

## Article 15: Holidays

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

15.1.1 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.

15.2

15.2.1 For Monday through Friday Schedules, when a holiday falls on a Saturday, the Friday before the holiday will be recognized as the paid holiday. When a holiday falls on a Sunday, the Monday after the holiday will be recognized as the paid holiday.

15.2.2 For other schedules, when a holiday is observed on an employee's regularly scheduled day off, they will be permitted to take paid holiday leave on another day.

15.3 Holiday Pay.

15.3.1 Eligible employees will receive holiday pay equal to the number of hours in their regularly scheduled work shift for each of the holidays in 15.1.1. Employees eligible for overtime will be paid the overtime rate for any holiday they are required to work. If an employee is required to work on a holiday, they will be permitted to take paid holiday leave on another day. 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 Auditor's Office and the employee. Deferred or postponed holidays will be used prior to vacation leave unless the employee has vacation leave over the maximum allowed. The employee will schedule the deferred or postponed holiday within the calendar year it accrues.

15.3.2 Full-time employees who are on work schedules other than eight

(8) hours per day, five

(5) consecutive days per week will receive vacation and sick leave accrual for each of the holidays for which they are entitled to be paid.

15.3.3 Employees eligible for paid holiday leave must be employed by the City for a minimum of one day prior to the holiday.

15.3.4 Paid holidays that occur while an employee is on sick or vacation leave will not count against the employee's accumulated sick or vacation leave.

#### 15.4 Personal Holidays.

15.4.1 New employees will be eligible for three paid personal holidays after 30 days of continuous service.

15.4.2 Personal holidays will be tracked in a separate account. Personal holiday hours will be added to each eligible employee's account at the end of the first pay period in January of each year.

15.4.3 Personal holidays may be taken in increments similar to vacation leave. Personal holiday leave must be used before accumulated vacation leave unless the employee has vacation leave over the maximum allowed.

15.4.4 Time off for personal holidays must be approved by an employee's manager.

15.4.5 Personal holidays may only be used during the calendar year in which they accrue. Unused personal holidays will not be carried over for use in the following year.

### **Article 16: Vacation**

16.1 **Vacation Leave Accrual.** Annual vacation leave for employees will be computed using the method described in this Article. The rate that annual vacation leave accrues will depend on the total years of directly relevant experience outside the City, as calculated by management

and approved by the Auditor, and the total years of service for the City. Beginning January 1 of the year in which the employee reaches the following service anniversaries, vacation leave will accrue at the following rates:

<b>Years of Service</b>	<b>Accrual by pay period</b>	<b>Yearly accrual</b>
0	4.31	112.06
1	4.47	116.22
2	4.62	120.12
3	4.77	124.02
4	4.93	128.18
5	5.08	132.08
6	5.24	136.24
7	5.39	140.14
8	5.54	144.04
9	5.70	148.20
10	5.85	152.10
11	6.00	156.00
12	6.16	160.16
13	6.31	164.06
14	6.47	168.22
15	6.62	172.12
16	6.77	176.02
17	6.93	180.18
18	7.08	184.08
19	7.24	188.24
20	7.39	192.14
21	7.54	196.04
22	7.70	200.20
23	7.85	204.10
24	8.00	208.00
25	8.16	212.16
26 or more	8.31	216.06

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

16.3 Total service as described in 16.1. includes:

- 16.3.1 Time taken while on leave of absence without pay for military service or Family Medical Leave;
  - 16.3.2 Time served as a temporary employee; and
  - 16.3.3 Time employed by Prosper Portland.
- 16.4 Total service as described in Section 16.1 excludes time in City service for which the employee receives pension benefits.
- 16.5 When hired, 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 in the table in 16.1. The new employee's accrual subsequently will increase for each year of service at the City.
- 16.6 Employees will continue to earn vacation credit for:
- 16.6.1 Any authorized leave of absence where an employee continues in paid status.
  - 16.6.2 Any authorized unpaid personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.
- 16.7 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 Auditor's Office 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.
- 16.8 Vacation credits will not be available for use until the employee has completed thirty days of service. Whenever an employee with more than thirty days of service is laid off or terminated, their vacation time will be paid in a lump sum.

16.9 **Vacation Scheduling.**

- 16.9.1 Employees will submit requests to use accrued vacation leave using the City's enterprise system.
- 16.9.2 The Auditor's Office and a Union representative may 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 City Auditor prior to implementation.
- 16.9.3 Employee requests will be considered in the order in which they are received.
- 16.9.4 Managers must approve or deny vacation requests no later than 10 business days after they have been submitted. Vacation requests that exceed 10 business day without a response will be considered approved.
- 16.10 The Auditor's Office will 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 Auditor's Office is found to be in violation of this Article, employees eligible for overtime will be paid at time and one-half (1½) for the hours worked during the scheduled vacation and will not lose accrued vacation time equivalent to the number of hours worked. The Auditor's Office will make every effort to accommodate the employee in rescheduling the employee's vacation.
- 16.11 If an employee is taking approved vacation, the employee may not substitute sick leave for vacation.
- 16.12 **Vacation Disparity Study.** Vacation accrual rates for the four employees identified as low in the study will be restored to the rate specified in the Study, retroactive to March 4, 2021.



## **Article 17: 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 (PROTEC- 17), 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 Auditor's Office, 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 04/20/22 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 labor 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.** 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.

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.

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.

**High Deductible Health Plan (HDHP).** 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.

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 discussed above and shall receive a cash payment every payday.

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 discussed 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.

### **Article 18: Sick Leave**

- 18.1 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:

- 18.1.1 Permanent employees, including those in probationary status, are eligible to use earned sick leave after thirty (30) days service with the City.
- 18.1.2 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.
  - 18.1.2.1 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.
  - 18.1.2.2 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.
- 18.1.3 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.
- 18.1.4 Mental health is a condition eligible for sick leave.
- 18.1.5 Time for medical and dental appointments will be charged against accrued sick leave.
- 18.1.6 Employees may accumulate unlimited sick leave.
- 18.2 The City may discipline an employee for misuse of or excessive sick leave.
  - 18.2.1 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.

- 18.3 **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 will be permitted to use vacation time or sick leave. The employee may be required to submit a doctor's certificate explaining any absence of more than three (3) days for dependent care.
- 18.4 **Industrial Accident Leave.** During an absence due to an industrial accident that has been accepted by the Risk Management Division, any employee covered by this agreement will be entitled to receive an income supplement from the City under Auditor's Administrative Rule ARA 3.06.
- 18.5 **Sick Leave Conversion at Retirement.** The City agrees to convert sick leave pay at retirement to a PERS supplement, as contemplated by ORS 238.350.
- 18.6 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

## **Article 19: Family and Medical Leave**

- 19.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City will 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 Auditor's Office Administrative Rules. For purposes of Family Leave, the Auditor's Office agrees that spouse includes "domestic partner."
- 19.2 Any subsequent changes in the law or the Auditor's Office Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from Operations

Management or the Auditor's Office website.

- 19.3 During periods of leave covered by FMLA and/or OFLA, eligible employees will 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:
- 19.3.1 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.
  - 19.3.2 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 for domestic partner as defined in this Labor Agreement).
  - 19.3.3 If the duration of an employee's family leave is longer than the amount of the employee's 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. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.
- 19.4 **City Paid Parental Leave.** Per Auditor's Office Administrative Rules, employees covered by this agreement may be eligible for paid parental leave. See Auditor's Office Administrative Rules for additional information. Should the provisions of the administrative rule change, the Auditor's Office and Union will meet to negotiate the impact of the change(s).
- 19.5 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.
- 19.5.1 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.

19.5.2 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 will 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.

19.6 The parties agree that an employee who is granted family leave under the FMLA/OFLA will 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.

19.7 **Oregon Paid Family Leave.** The City and the Union will negotiate the impacts of Paid Leave Oregon for a period of 90 days after both parties ratify the contract.

## **Article 20: Leaves of Absence**

20.1 **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.

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

20.1.2 “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.

20.1.3 Employees will be allowed an additional two (2) days' paid leave for travel to a relative's funeral with the City Auditor's approval.

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

20.2 **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.

20.3 **Military Leave.** Military leave will be provided to employees in accordance with ORS Chapter 408 and Auditor's Administrative Rule ARA 3.06 – 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 Auditor's 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.

- 20.4 **Search and Rescue Operations and Disaster Relief.** 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 Auditor's Administrative Rule ARA 3.06. Should the provisions of the Auditor's Administrative Rule ARA 3.06 change, the Auditor's Office and the Union will meet to negotiate over the impact of the change(s).
- 20.5 Community Relationship Building Leave. Employees will be given up to sixteen (16) hours per calendar year to volunteer at a community-based organization, in accordance with the applicable administrative rule.

#### **Article 21: Jury Duty, Witness Pay, Immigration and Citizenship Leave**

- 21.1 All employees will 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 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:
- 21.1.1 All employees granted such leave will 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.
- 21.1.2 When an 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.

- 21.1.3 If an employee is subpoenaed to appear for a civil or criminal case because of their official duties on their off-duty time, they will receive straight-time pay.
- 21.1.4 An employee working an alternate schedule will be rescheduled to a Monday through Friday schedule for the duration of their jury duty.
- 21.1.5 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.

21.2 **Immigration and Citizenship Leave.** An employee may use up to forty (40) hours of leave per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.

21.2.1 An employee who has used forty (40) hours of leave, but who needs additional leave for the purposes described above to address immigration and citizenship matters, shall be able to use all other accrued leave then granted an unpaid leave of absence.

21.2.2 The City may request written documentation corroborating the dates of the requested Immigration and Citizenship Leave.

## **Article 22: Safety**

22.1 The Auditor's Office will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Auditor's Office 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.

- 22.2 **Safety Committees.** The Auditor's Office shall establish a safety committee comprised of at least one (1) represented employee for each Auditor's Office division, 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 of the Auditor's Office. 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.
- 22.3 **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 Auditor's Office's Safety Representative and if the Safety Representative is unavailable, the Workers' Compensation Board, to request an immediate investigation.
- 22.4 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.
- 22.5 The City shall furnish on all temporary work sites sanitary facilities or shall provide transportation when available.
- 22.6 Any condition which the Union believes violates reasonable safety practices may be taken up as a Level Two grievance. (Article 34.3.5).
- 22.7 **Personal Clean Up Time.** Employees required to work in and around sewage or garbage and others required to work in live sewers shall be allowed adequate time to shower and change their clothes prior to the end of their work shift. Any clothing furnished such workers by the City shall not be worn home nor away from a permanent job location. Other employees shall be allowed necessary time for personal clean-

up prior to the end of the shift. The City shall furnish waterless cleaner and towels when it is necessary for employees to clean up, and when soap and water are not available.

- 22.8 Ventilation. Where noxious or poisonous gases may accumulate, the Auditor's Office shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.
- 22.9 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 Auditor's Office'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.
- 22.10 Auditor's Office employees will be provided any necessary safety equipment needed to complete their work duties.
- 22.11 **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.
- 22.11.1 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).
- 22.11.2 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.
- 22.11.3 If the Auditor's Office creates or modifies a classification to require a valid driver's license, the City and the Union will bargain over the impact.
- 22.11.4 Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.



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

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

22.13.1 For purposes of this Article, the following definitions apply.

22.13.1.1 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.

22.13.1.2 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.

22.13.1.3 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.

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

22.13.2 The Auditor’s Office 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:

- 22.13.2.1 on-duty use or possession of alcohol;
  - 22.13.2.2 on-duty use or possession of drugs or drug paraphernalia;
  - 22.13.2.3 on-duty odor of alcohol;
  - 22.13.2.4 on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);
  - 22.13.2.5 on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;
  - 22.13.2.6 pattern of abnormal conduct, erratic behavior or deteriorating work performance that can be reasonably attributed to alcohol or drug use.
- 22.13.3 When the Auditor's Office has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the Auditor's Office may require that the employee immediately consent and submit to a urine and breathalyzer test. The Auditor's Office 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:
- 22.13.3.1 refusing a directive to submit to a required test;
  - 22.13.3.2 inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
  - 22.13.3.3 tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
  - 22.13.3.4 leaving the collection site before the testing process is complete;
  - 22.13.3.5 failing to permit an observed collection when required;
  - 22.13.3.6 failing to submit to a second test when required;

- 22.13.3.7 failing to undergo a medical evaluation when required;
- 22.13.3.8 failing to cooperate with any part of the testing process.

22.13.4 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.

22.14 For purposes of drug testing, the Auditor's Office 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.

## **Article 23: Union Representation**

23.1 **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. Where union activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employees involved. Such activities will be limited to the designated representatives having direct responsibility for them. Employees will notify their immediate supervisors prior to performing union activities, indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, supervisors will arrange a mutually satisfactory time to perform the requested union activity.

23.1.1 The parties understand that Designated Representatives may participate in Union Activities that conflict with the independence of the Auditor's Office or create an actual or perceived threat to the Office's or employee's integrity, objectivity, or professional skepticism. Designated Representatives should work proactively with management to manage threats. Such threats may require the Auditor's Office to implement safeguards, including reassigning work. These safeguards will not constitute disciplinary action.

- 23.2 **Designated Representative.** A designated representative is a public employee in a bargaining unit who has been identified by the exclusive representative of the Union as such. Designated Representatives may be granted reasonable paid time to perform the activities listed in Article 23.4. Designated Representatives are also eligible for Union Leave, Union Paid Time, and unpaid leave of absence as provided in the article.
- 23.3 **List of Designated Representatives.** The Designated Representative may identify up to three bargaining unit members to serve as designated representatives for the duration of the contract. Only individuals identified as designated representatives on the Union list are entitled to engage in union activities on City paid time or receive an unpaid leave of absence of under Release time.
- 23.4 **Designated Representative Activities.** Designated representatives may engage in the following activities during their regularly scheduled work hours without a loss in compensation, 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 a collective bargaining 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 relations matters;
  - f) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; and
  - g) Testify in a legal proceeding in which the public employee has been

subpoenaed as a witness.

**Reasonable Time.** Designated representatives may spend reasonable time conducting the activities in Article 23.4. Reasonable time shall not exceed 288 hours per fiscal year. The Auditor's Office 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 an individual activity's reasonable time appears excessive, the parties will meet and attempt to resolve their differences. If Management and the Union still cannot agree, the case may proceed through the grievance process starting at Level Two.

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.

23.4.1 Designated representatives shall receive no overtime pay for performing their designated activities under Reasonable Paid Time.

23.5 **No Discrimination for Union Activities.** In no event will the City discriminate against designated representatives or take adverse action against them on account of the proper performance of their designated representative's duties.

23.6 The Unions shall have a right to take up any disciplinary action brought against a designated representative by the City as a grievance at Level Two and processed using this procedure through arbitration, if either party deems it necessary.

23.7 **Consultation, Negotiations and Meetings.** Consultation, negotiations and meetings with the City representative will be carried out at times mutually acceptable and be scheduled to not detract from the City's work operations. No more than one employee from a work group may attend on City time.

23.7.1 Meetings for the purpose of discussing disciplinary action under Section 33.1, will be held as promptly as possible, usually within two (2) working days, unless a compelling reason requires an extension of time of up to an additional two (2) working days of

the request for such a meeting.

**23.8 Union Access.** The Auditor's Office will provide the exclusive representative and all designated representatives of the Union reasonable access to employees within the bargaining unit. Reasonable access includes:

**23.8.1 New Employees:** The right to meet with employees new to the bargaining unit within the first ninety (90) calendar days of their employment for a period of at least thirty (30) minutes outside of the Auditor's Office's new employee orientation. For individual or group meetings, the Union will notify the Auditor's Office in advance to make arrangements with management to release the employee(s) to attend during a mutually agreeable time.

**23.8.2 Regular Employees:** For all employees, reasonable access includes but is not limited to the right to meet with designated representatives during regular working hours at their work location to investigate and discuss grievances, workplace-related concerns, and other matters relating to their employment, provided the meetings do not interfere with the City's operations.

**23.8.3** The Auditor's Office will provide the Union's exclusive or designated representatives with reasonable access to City Hall and any other City-owned buildings to conduct Union business consistent with this article.

**23.8.4 Use of City Facilities and Technology.** The exclusive or designated representatives may use space in City's facilities, whether owned or leased, for the purpose 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 should be arranged at least twenty-four (24) hours in advance to ensure available space.

**23.8.5** The exclusive or designated representatives may use the City's electronic mail or other similar communication systems to communicate with bargaining unit members. Consistent with Auditor's Office and City policy, users of the City's information technology systems should have no expectation of privacy.

- 23.9 **Union Leave, Union Paid Time (Short-Term).** When requested in writing by the Union, authorized union representatives will be given short term leaves of absence as release time (less than thirty (30) days) to transact business for the Union. Union leave can be used for attending court hearings, Executive Board Meetings, membership meetings, conferences, training, and workshops related to collective bargaining, arbitration, or other labor law matters. The Union will limit requests to one employee at any given time and in a manner that will minimize interference with City's operations. Employees granted such leave will be maintained on the payroll with full accrual of wages and benefits, and the Union will reimburse the City for all wage and wage-driven benefits costs associated with this release time.
- 23.9.1 Effective with this agreement, the reimbursement rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and 0.6195% for Tri-Met. Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union.
- 23.9.2 All Union Leave, Union Paid time (short or long term) will be counted as time worked for FMLA/OFLA calculation. Such paid leave will be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 17.
- 23.10 **Long-Term Leave of Absence.** If a Designated Representative covered by this Agreement is elected or appointed to an office in the Union that requires a long term leave of absence from their duties with the City, they shall provide fifteen (15) business days' written notice of their union leave of absence without pay. The duration of the union leave will be based on the time an employee is elected or appointed to represent City of Portland union members.
- 23.10.1 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.
- 23.10.2 At the conclusion or termination of a period of release time, the designated representative will have a right of 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.

23.10.3 The City will return an employee who has terminated their release time to paid employment within fourteen (15) business days of written notice from the employee or the union.

23.11 The City will invoice the Union on a quarterly basis for reimbursable loss time. Invoices will be provided within six (6) months of the end of the billable quarter. The Union will 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 a corrected invoice.

23.12 **Employee Rights.** The Auditor's Office respects the rights of employees to become members of the Union and will not discriminate, interfere, restrain, or coerce any employee because of Union membership or activity. The Auditor's Office also counts on employees to ensure that such activity will not interfere with the performance of their duties.

#### **Personnel Files:**

23.13 There will be one official personnel file maintained by the Auditor's Office. With this agreement, all future disciplinary actions will be maintained in the official personnel file. Employees will be allowed to examine their personnel file and be notified of any information placed in their personnel file. The Auditor's Office may also maintain unofficial personnel files for management purposes.

23.14 All written 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 Auditor's Office will meet as soon as possible on any rule or regulation that appears to be in conflict with this agreement. The Auditor's Office will inform employees of all rules and regulations related to working conditions.

23.15 **Labor Management Committee.** The parties agree to establish a Labor-Management Committee for the duration of this agreement.



## **Article 24: Pay Day**

- 24.1 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.
- 24.2 Employees that are laid off, quit or are discharged, shall receive their pay in compliance with State law.
- 24.3 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.

## **Article 25: Strikes and Lockouts Barred**

There shall be no lockouts on the part of the Auditor's Office, 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 Auditor's Office and the employee's union shall confer about appropriate actions to ensure employee safety and the completion of Auditor's Office 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.

## **Article 26: Maintenance of Standards**

- 26.1 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 Auditor's Office with respect to this section shall be subject to the grievance

procedure.

- 26.2 The parties agree that the private use of public resources by individual employees is a matter of managerial discretion. The Union agrees that the Auditor's Office retains the right to establish policies governing the private use of Auditor's Office resources by employees and that the Auditor's Office 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.

## **Article 27: Wage Scales**

### **Wage Scales**

The Auditor's Office will provide an accurate record of an individual employee's accumulated sick leave, holiday leave, and vacation credits when requested by an employee or the union and with reasonable notice.

### **Auditor's Office Initiated Classification Changes**

Before reclassifying any represented position, proposing a new classification in a represented series in this contract, or abolishing any represented classification, the Auditor's Office will notify the Union and meet, if requested, to discuss the effect. If the Auditor's Office reclassifies any represented position(s) and there is a disagreement over representation of the new classification, the parties will meet within 10 business 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 Auditor's Office will maintain a process for employees to initiate reclassification reviews.

Disputes about classification decisions may be appealed to the Auditor or designee and then to the Hearings Officer described in the Auditor's Office Administrative Rule for Civil Service Appeals.

The Union recognizes that the Auditor and the Hearings Officer 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 Auditor's Office will set a wage range for the classification that is reasonably related to wage ranges for comparable positions in comparable labor market areas and within the Auditor's Office for classifications in Schedule A.

The Auditor's Office will notify the Union when it sets the range and its effective date. The Union may either accept the established range or notify the Auditor's Office within ten (10) business days notification of its desire to bargain. The Union's demand to bargain will outline whether it plans to bargain over wages, impacts, or both. The Auditor's Office can establish an interim wage during bargaining.

## **Article 28: Recoupment of Overpayment/Underpayments**

### **28.1 Overpayments**

28.1.1 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.

28.1.2 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 28.1.4. The parties

may extend the thirty (30) calendar day period by a mutual written agreement.

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

28.1.4 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 City Auditor.

28.1.5 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.

28.1.6 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.

## 28.2 **Underpayments**

28.2.1 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.

28.2.2 This provision will not apply to claims asserting eligibility for payments that result from this 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 agreement.

## **Article 29: Unemployment Compensation**

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

## **Article 30: Training and Education**

- 30.1 Employees covered by this agreement are eligible to obtain training or attend conferences or courses the Auditor's Office finds will add value to employees' ability to perform their duties.
- 30.2 Represented employees selected by the Auditor's Office 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.
- 30.3 Where the Auditor's Office requires a specific certification, and the certification requirement did not exist at the time of employment in the classification, the Auditor's Office will pay 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, the City Auditor may require subsequent fees to retake training or courses and examinations be paid by the employee. Drivers' Licenses and endorsements are excluded from this provision.
- 30.4 When the Auditor's Office obtains new equipment that is substantially different from existing equipment, the Auditor's Office will offer the opportunity for on-the-job training to those required to operate the new equipment.

## **Article 31: Professional Development Fund**

- 31.1 The Union and the Auditor's Office mutually recognize the benefit of professional development. To accomplish this:
- 31.2 The Auditor's Office will fund a Professional Development account in the amount of \$20,000 per fiscal year starting fiscal year 2023-24.
- 31.3 At the end of each fiscal year any unexpended account monies up to

\$1,800 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year, more than \$1,800 remains in the fund, the entire unexpended account monies shall be returned to the Auditor's Office.

- 31.4 Administrative support for the fund up to \$1,800 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.
- 31.5 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 Auditor's Office:
  - 31.5.1 Fees and/or tuition to professional development seminars, classes, workshops and conferences.
  - 31.5.2 Books, videos and software that may assist employees in their professional development. These items must be turned over to the Auditor's Office upon separation from the City.
  - 31.5.3 Professional dues not paid by the Auditor's Office.
  - 31.5.4 Up to \$1,800 per fiscal year may be used to hire consultants or coaches to work one-on-one with employees on career development activities.
- 31.6 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 Auditor's Office.
- 31.7 Operations Management 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.
- 31.8 Professional Development Committee decisions will be made by consensus. The Committee will establish decision-making processes and criteria for approval of requests.
- 31.9 Time to attend professional development seminars, classes, workshops

and conferences will be subject to approval by the Auditor or a designee and will not be unreasonably denied. The Auditor or a designee will consider the absence's effect on workload for other employees, scheduling conflicts, and coverage during business hours.

31.10 The Auditor's Office and the Union will review and make recommendations by December 31 annually to improve the Plan Document. Any recommendations adopted will be effective the following July 1.

31.11 Nothing in this article prevents the Auditor's Office from providing other professional development opportunities.

### **Article 32: Evaluations/Counseling**

One-on-one discussions, evaluations, or counseling may be used to address, 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. An employee may request that any written rebuttal they have to the employee's evaluation report be placed in the employee's personnel file with the evaluation. Such rebuttal must be filed within fifteen (15) business days 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 claims 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.

### **Article 33: Discipline and Discharge**

33.1 Disciplinary actions will result in an oral warning, a written reprimand,

a demotion, a suspension, or discharge. Disciplinary action may be imposed for just cause only. Any disciplinary action may be processed as a grievance through the regular grievance procedure.

- 33.2 If the Auditor's Office has reason to discuss a disciplinary action or the possibility of a disciplinary action with an employee, the employee may have a Union representative present.
- 33.3 If the parties agree, a Performance Improvement Plan may be used in place of the disciplinary steps prior to discharge. The content of the Plan will be developed by the employee's manager and the employee. Either party may refuse to accept the final Plan, and that decision will not be used against them in the grievance procedure.
- 33.4 If the Auditor's Office has reason to reprimand an employee, it will be done privately. Management may notify other employees when disciplinary restrictions that affect the work unit are applied to a co-worker. The parties understand that public records laws may require disclosure of a disciplinary decision.
- 33.5 The Auditor's Office will not discharge, demote, or suspend employees who have completed their probationary period without just cause as provided in Section 1.1.1.
  - 33.5.1 If the Auditor's Office has evidence of just cause for discharge, demotion or suspension, the Auditor's Office will notify the employee and the Union in writing five (5) business days before the effective date. The notification will 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 proposed discipline.
- 33.6 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 that in the judgment of the Auditor's Office, the employee has taken corrective action and received no other disciplinary action. Approval to remove such material from the file will not be unreasonably withheld.



- 33.7 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.
- 33.8 Just cause provisions of this section do not apply to temporary, casual, or seasonal employees.
- 33.8.1 At separation, discipline, or discharge, a temporary employee may write a statement that will be maintained with the employee's official personnel record in the Auditor's Office.

#### **Article 34: Grievances, Complaints and Arbitration**

- 34.1 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.
- 34.2 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.
- 34.3 **Procedure**
- 34.3.1 **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 Auditor's Office 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.
- 34.3.2 **Informal Level.** The employee will attempt to resolve a matter outside of the grievance process 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.

34.3.3 Any grievance filed under the terms of this Agreement shall be withdrawn upon appeal of any discharge, demotion, or suspension to the Hearings Officer, per Auditor’s Office Administrative Rule.

**34.3.4 Level One—Chief Deputy City Auditor**

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

34.3.4.2 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.

34.3.4.3 The parties will discuss the grievance with the Chief Deputy, who will 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.

**34.3.5 Level Two—City Auditor**

34.3.5.1 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 City Auditor to Level Two within fourteen (14) calendar days after receiving notice of the Level One disposition.

34.3.5.2 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.

34.3.5.3 The Unions can take up any disciplinary action brought against a Designated Representative as a Level Two grievance (see Clause 23.2 of this Agreement) within thirty (30) calendar days of receipt of written notice to of the disciplinary action.

34.3.5.4 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.

34.3.5.5 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.

34.3.5.6 The parties will discuss the grievance with the City Auditor within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The City Auditor will provide a written determination within fourteen (14) calendar days after the discussion.

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

#### **34.3.6 Level Three—Mediation**

34.3.6.1 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.

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

#### **34.3.7 Level Four—Arbitration**

- 34.3.7.1 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 Auditor's Office 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.
- 34.3.7.2 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.
- 34.3.7.3 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.
- 34.3.7.4 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.
- 34.3.7.5 Time limits will be set by the arbitrator unless waived by agreement of the parties.
- 34.3.7.6 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 Auditor's Office will be binding on all parties.
- 34.3.7.7 The parties will try to avoid unreasonable delay in scheduling arbitration hearings.

### **Article 35: 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.

### **Article 36: Effective Date and Duration of Agreement**

36.1 This Agreement, effective July 1, 2022, shall remain in full force and effect through June 30, 2025.

36.2 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, Auditor's Office, 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.

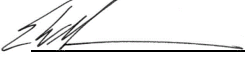
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**For the City of Portland:**

**For AFSCME:**

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**ROB MARTINEAU**

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**Ted Wheeler**

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**Rob Martineau**

**Mayor**

**AFSCME 189 President**

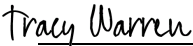
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**Simone Rede**

**Auditor**

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**Tracy Warren**

**Interim Director, Human  
Resources**

**Approved to Form:**

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**Alan Yoder**

**Deputy City Attorney**

## Schedule A: Classifications and Pay Scale<sup>1</sup>

### Hourly Rates

Job Number	Classification Title	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year
30003200	Auditor – Administrative Specialist I	\$28.64	\$29.50	\$30.38	\$31.29	\$32.23	\$33.20	\$34.20	\$35.23
30003201	Auditor – Administrative Specialist II	\$38.80	\$39.96	\$41.16	\$42.39	\$43.66	\$44.97	\$46.32	\$47.71
30003205	Auditor – Analyst I	\$42.82	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63	\$51.12	\$52.65
30003211	Auditor – Analyst II	\$45.65	\$47.02	\$48.43	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15
30003202	Auditor – Archives & Records Coordinator I	\$38.80	\$39.96	\$41.16	\$42.39	\$43.66	\$44.97	\$46.32	\$47.71
30003206	Auditor – Archives & Records Coordinator II	\$42.82	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63	\$51.12	\$52.65
30003212	Auditor – Archives & Records Coordinator III	\$45.65	\$47.02	\$48.43	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15
30003207	Auditor – Business Systems Analyst I	\$42.83	\$44.11	\$45.43	\$46.79	\$48.19	\$49.64	\$51.13	\$52.66
30003213	Auditor – Business Systems Analyst II	\$48.03	\$49.47	\$50.95	\$52.48	\$54.05	\$55.67	\$57.34	\$59.06
30003203	Auditor – Coordinator I	\$38.80	\$39.96	\$41.16	\$42.39	\$43.66	\$44.97	\$46.32	\$47.71
30003209	Auditor – Coordinator II	\$42.82	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63	\$51.12	\$52.65
30003214	Auditor – Coordinator III	\$45.65	\$47.02	\$48.43	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15
30003215	Auditor – Deputy Ombudsman	\$45.65	\$47.02	\$48.43	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15
30003210	Auditor – Performance Auditor I	\$42.82	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63	\$51.12	\$52.65
30003216	Auditor – Performance Auditor II	\$45.65	\$47.02	\$48.43	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15
30003223	Auditor – Performance Auditor III	\$54.75	\$56.39	\$58.08	\$59.82	\$61.61	\$63.46	\$65.36	\$67.32

<sup>1</sup> The following positions will be excluded from the bargaining unit: (1) Coordinator III positions who have supervisory responsibilities; and (2) Archives & Records Coordinator III positions who have supervisory responsibilities. The Union agrees that the contract bar applies during the period of this collective bargaining agreement and no petition will be filed until the open period.

## **Schedule B: Cost of Living Adjustments**

**Effective on July 1 of each year of this agreement**, except the year beginning July 1, 2022, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1 to June 30 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI- W) (as measured by the annual change in the index between the second half of the prior calendar year and the second half of the current calendar year) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent or greater than five percent.



## **Schedule C: 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 Auditor's Office 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.





