TA 11/10/25 RZ

T.A. 11/10/2025 K.C.

City to AFSCME Local 189 - IPR ComprehensiveMediation Proposal November 10, 2025

Remaining Open Articles:

Article #	Title	Summary of Position
1	Recognition	City Final Offer Proposal September 16, 2025
4	Union Representation	City Final Offer Proposal September 16, 2025
17	Family and Medical Leave	City Proposal June 17, 2025
19	Health and Life Insurance	City Proposal May 22, 2025
27	Professional Development	City Proposal April 23, 2025
33	Grievances	City Final Offer Proposal September 16, 2025
36	Effective Date	City Final Offer Proposal September 16, 2025
NEW	Retention	City Mediation Proposal November 10, 2025
NEW	Protection of Bargaining Unit Work	Union Withdraws; City accepts withdrawal
NEW	Atypical Work Incidents and Trauma Training	City Final Offer Proposal September 16, 2025
NEW	Transition	City Mediation Proposal November 10, 2025

Tentative Agreements Reached to Date:

Article #	Title	TA Date
1	Dues Check-Off	May 23, 2025

All Other Articles Remain Current Contract Language

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New Article: Transition **ARTICLE XX – Transition**

Once the new Oversight system is implemented, the positions within the current IPR structure will slowly phase out. As this occurs, the following options will be available for employees in regular status at the time of transition:

1. **Notification:** The City will notify the Union at least six months in advance of proposed hiring for the new oversight system and provide copies of all job announcements and job descriptions as they become available.

2. The City urges the new OCPA Director to hire current employees of IPR. The City will support IPR employees in applying to positions in the Oversight System in the following manner:

    a. BHR Recruitment review and feedback, as requested by bargaining unit members, for a resume and cover letter for positions in the Oversight System that have substantially equivalent work; and

    b. Priority Reemployment afforded to those interested.

    c. Career Transitions Services afforded to those interested.

3. The interviewing and hiring of external candidates into the Office of Community Based Police Accountability (OCPA) shall not commence until all current, interested IPR employees have been interviewed by the OCPA Director and the OCPA Director makes a hiring decision. The parties acknowledge that appointments are subject to federal and state nondiscrimination laws including Title VII of the Civil Rights Act of 1964 and ORS 659A.030 *et. seq.*, and City Charter including Chapter 4 – Civil Service and particularly Section 4-101 – Merit Principle. Rejected applicants may appeal the OCPA Director's hiring decision pursuant to City Charter 4-402(3) , Duties of the (Civil Service) Board.

    Upon request, the BHR Director will provide a report to the Union of all the applicants who have been selected for employment in OCPA as well as the names of AFSCME-IPR applicants that were not hired.

4. Guaranteed placement into regular status existing vacancies or creation of regular status positions performing substantially equivalent work and substantially equivalent pay for those who do not apply or do not receive an offer within the OCPA.

    a. An employee's rate of pay upon placement into the new position shall not be less than their prior rate of pay.

    b. The City agrees that employees placed either into the newly created OCPA AFSCME-represented classifications or placed into a position as outlined above shall not serve a probationary period.

    c. If the employee chooses to apply for a job outside the provisions offered through BHR and as stated in this Article, the employee will be subject to the conditions of the job posting, which may include a probationary period.

    d. In the event that two (2) or more employees express interest in a position, the employee with the greatest seniority will have the right of first refusal.

5. When the employee's position ends and if they do not obtain a job with the OCPA or accept the substantially equivalent position and is laid off, then provided the employee gives sufficient advance notice, they will be eligible to receive paid administrative leave for the 30 days prior to the effective date of the layoff.

6. As the current work of IPR investigators and the existing duties performed by IPR administrative staff migrates to the OCPA, the City will recognize those OCPA positions as AFSCME's work under a new bargaining unit. The parties will commence bargaining a new AFSCME - OCPA agreement no later than 1 month following the start date of the OCPA Director unless the parties agree otherwise. Until the new AFSCME- OCPA agreement is ratified, the following provisions of AFSCME- IPR agreement will apply to IPR employees hired into the OCPA: Article 32 (Discipline and Discharge); and Article 33 (Grievances, Complaints, and Arbitration – solely limited to discipline related grievances).

Bargaining unit members and IPR management will meet to discuss which option bargaining unit members are likely interested in pursuing. The purpose of these meetings is to give the City and bargaining unit members time to explore options for substantially equivalent work. In referencing "substantially equivalent work," the City's intent is that the work be similar, but it will not be exactly the same. For example, IPR investigators currently investigate police misconduct and for those IPR bargaining unit members who do not get a job working for the new Oversight System, the offered "substantially equivalent work" could be as an investigator for BHR investigating complaints into City policy violations that are unrelated to police, or it could be other work that involves investigations. The City will make the final determination about what new positions are created that are substantially equivalent, provided the basic work is as described in the example provided in this article.

When an IPR bargaining unit member's work is close to ending, as determined by management, the bargaining unit member, BHR, IPR management, and a union representative (if requested by the bargaining unit member) will meet for the bargaining unit member to elect which option they will pursue.

Bargaining Notes:

1. Any reference to "employee" also means "bargaining unit member" for the purposes of this Article.
2. The City committed to finding equivalent positions in a budget note in FY 2021-2022 and remains committed to this. While the City is unable to commit future hire decisions of the new Oversight Board, the City's intent with this proposal is to live into this commitment. If a bargaining unit member is offered substantially equivalent work and does not accept it, then the City has met its requirement under this proposal.
3. The development of the Office of Community-Based Police Accountability (OCPA) will include new bodies of work and the creation of new positions that are distinct from the current work of IPR investigators and administrative staff. However, as the current work of IPR investigators and the existing duties performed by IPR administrative staff migrates to the OCPA the City will recognize those OCPA positions as AFSCME's work under a new bargaining unit.
4. The City reiterates that the provisions of paragraph 4 above do not apply to positions in the OCPA.
5. For paragraph 6 above, the parties intent is to apply the grievance procedure to grievances regarding disciplinary action but not for any other purpose.

ARTICLE X – Retention Bonus

The City recognizes the uncertainty employees experience while the Office of Independent Police Review is transitioned to the City's new policy accountability system, known as the Oversight System. To encourage employees to continue in their current classification within the Office of Independent Police Review and remain through the transition, the City will provide a retention bonus on the first pay period of June at the end of each year of the collective bargaining agreement for bargaining unit employees who are still in service on that date. The retention bonus will be no more than $4,500 in June 2026, $3,500 in June 2027, and $2,500 in June 2028. The retention bonus will be pro-rated by month for employees hired into IPR after July

1 of each fiscal year. For instance, an employee hired October 31, 2025, will receive a pro-rated retention bonus for eight months of service within the Office of Independent Police Review. Employees still working in IPR when their IPR position ends and the City transitions their work to the new Oversight System, whether in the middle of the fiscal year or not, will receive the full bonus for that fiscal year. Once the City transitions an employee's work to the new Oversight System, they will no longer be eligible for subsequent retention bonuses. The retention bonus is to incentivize bargaining unit members to remain with the Office of Independent Police Review and therefore bargaining unit members who leave IPR prior to the transition of their work to the Oversight System are not eligible for a retention bonus, including any prorated bonus, in the year they leave.

Terms of Agreement Related to the AFSCME Strike:

1. No employee will be disciplined or discharged for their participation or conduct during the course of the strike.
2. Scheduled leave requests for after November 10, 2025 that were canceled, will be reinstated.
3. The City will not prorate its health insurance premium subsidies for time not worked or in unpaid status during the strike that started on November 5, 2025 and concluded on November 7, 2025.

COLA

Effective July 1, 2025, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2025 to June 30, 2026 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 2nd Half 2023 and the 2nd Half 2024) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or more than five (5%). By no later than 30 days following the ratification of this agreement, the City shall implement this pay increase with back pay retroactive to July 1, 2025.

Effective July 1, 2026, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2026 to June 30, 2027 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 2nd Half 2024 and the 2nd Half 2025) 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 (1%) or more than five (5%)

Effective July 1, 2027, Wage rates will be revised as follows: Salary rates for classifications in bargaining Unit for the period July 1, 2027 to June 30, 2028 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 2nd Half

2025 and the 2nd Half 2026) 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 (1%) or more than five (5%)

Communication Regarding TA:

The City will not communicate to bargaining unit employees or the public that a Tentative Agreement (TA) has been reached or the terms of the TA until November 17, 2025 so that the Union will have sufficient time to inform and discuss with its members the terms of the TA and to avoid disruption related to ratification of the TA.