

## AFSCME Local 189 - Impasse Final Offer Sept 11, 2025

### Remaining Open Articles:

Article #	Title	Summary of Position
1	Recognition	Union Proposal August 21, 2025
4	Union Representation	Union Proposal August 21, 2025
17	Family and Medical Leave	Union Accepts City Proposal June 17, 2025
19	Health and Life Insurance	Union Accepts City Proposal May 22, 2025
27	Professional Development	Union Accepts City Proposal April 23, 2025
33	Grievances	Union Holds Proposal March 26, 2025
NEW	Retention	Union rejects City Proposal June 17, 2025
NEW	Protection of Bargaining Unit Work	Union Holds Proposal April 23, 2025
NEW	Atypical Work Incidents and Trauma Training	Union Proposal May 7, 2025
NEW	Transition	Union Proposal August 21, 2025
36	Effective Date	Response included in Economic Proposal August 21, 2025
	Economics	Union proposal August 21, 2025

### Tentative Agreements Reached to Date:

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

### All Other Articles Remain Current Contract Language

#### Article 1 - Recognition

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

the Agreement, as defined in the sections below.

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

**1.2.1.** All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The Office of Independent Police Review shall provide a copy of the letter to the Union. During their probationary period employees will be given a minimum of two (2) written evaluations with a copy to the employee and the Union at approximately ~~six (6)~~ three (3) months and the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.

**1.2.2.** The City shall provide the Union with a copy of an employee's resignation, layoff, or separation notice.

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

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

**1.5. Casual Employees.** Casual employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. ~~A casual employee shall be excluded from the bargaining unit covered by this Agreement.~~ A casual employee shall be defined as an employee who is employed for ~~a limited duration of up to~~ no more than 1400 hours in a calendar year.

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

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

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

pertaining to the employee, by virtue of their permanent status in some other classification within the City.

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

**1.8. Rehired Retirees.** ~~The City may reemploy a retired PERS or OPSRP employee pursuant to State Law and the Human Resources Administrative Rule on retirees. The number of hours paid by a PERS-covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by state law. No rehired retiree may work for the City for more than two years without approval from the Chief~~

Rehired retirees will be subject to the limitations and provisions of the City Human Resource Administrative Rule pertaining to rehire retirees. Rehired retirees are at all times “At-Will” employees and the only Articles in the Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff, and Schedule A.

**1.9.** Prior to any merger or consolidation of any division, bureau, or department by the City with any government agency, the City shall notify and consult with the Union. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days’ advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.<sup>1</sup>

**1.10. Successorship.** ~~This agreement shall be binding on the parties, including the retention of employees, or any successor by any assignment, merger, acquisition, consolidation, transfer, or otherwise of either party.~~

**1.11. Limited Duration Employees.** ~~Any appointment in a classification contained in Schedule A without regular status to the City. A Limited Duration appointment is an appointment to an identified classification through the Civil Service Process; and~~

~~A. to a permanent budgeted position that is vacant due to the incumbent’s leave of absence and when the replacement employee’s services will be needed for a period of two years or less; or~~

~~B. a Limited term duration position identified for a project with a specific work~~

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<sup>1</sup> It is the Union’s position that the City is obligated both under the Intergovernmental Transfer Statute as well as under the current Collective Bargaining Agreement to maintain both the CBA and the retention of employees as part of any transition or change in operations or management.

assignment intended for a limited term with an identifiable endpoint not to exceed twenty-four (24) months.

Standard Limited duration appointments do not exceed twenty-four (24) months. A limited duration appointment may be extended beyond twenty-four (24) months up to an additional twelve (12) months after written notice has been provided to the Union and the appointment is for a project or assignment that is limited to a specific time or limited funding with a maximum duration of thirty-six (36) months. If there is a bona-fide reason for an additional extension of the Limited duration appointment beyond the thirty-six (36) months, the extension must be mutually agreed to.

Limited duration employees may be released at any time without a showing of just cause.

This type of appointment is distinguished from a temporary appointment by the longer length of time and appointment through the Civil Service Process. Employees with a limited duration appointment receive the same vacation and sick leave, holiday pay, service credit, retirement and healthcare benefits as regular employees covered by this Agreement. Limited duration employees are not eligible for reemployment under the Administrative Rule on Reinstatement or Layoff and Recall under Article 14 of this Agreement.

Limited Duration employees shall be compensated in accordance with the wages set in Schedule A.

A limited duration appointment may not result in the replacement of a regular employee. If an employee in a limited duration appointment is subsequently permanently appointed to the classification, seniority begins the date of the permanent appointment although credit may be given for all accumulated limited duration service in that classification in the previous three (3) years for the purpose of determining salary range and anniversary date.

#### **ARTICLE 4 – UNION REPRESENTATION**

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

**4.2. Designated Representatives.** A designated representative is a public employee who is

designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit in the manner required under this ~~a~~Article. Such designated representatives may be granted reasonable paid time to perform the activities listed in Article 4.2.2 below. Designated representatives are also eligible for Union Leave, Union Paid time and unpaid Release Time under a leave of absence as provided in this Article.

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

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

- 4.2.2.1.** Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- 4.2.2.2.** Attend investigatory meetings and due process hearings involving represented employees;
- 4.2.2.3.** Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- 4.2.2.4.** Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- 4.2.2.5.** Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters;
- 4.2.2.6.** Provide information regarding this Agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
- 4.2.2.7.** Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;
- 4.2.2.8.** Perform any other duties agreed upon by a public employer and an exclusive representative in this Agreement or any other agreement.

**4.3. Reasonable Paid Time.** Designated representatives may spend reasonable paid time conducting the designated activities in Article 4.2. Reasonable time shall not exceed 75 hours in a fiscal year to be used among all designated representatives. The City will provide ~~to~~ the Union a quarterly report to show the amount of City paid time used by the designated representatives. If the City and the Union disagree whether a designated representative's reasonable time appears excessive, the parties will meet and attempt to resolve their differences. If the City and Union cannot resolve their concerns, the case may proceed through mediation or the grievance process starting at Level Two.

- 4.3.1.** 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.
- 4.3.2.** Designated representatives shall not work overtime hours ~~in order~~ to perform their designated activities under Article 4.3.
- 4.4. Designated Representatives.** It is recognized by the City that designated representatives are desirable for the proper administration of the terms of this Agreement. The City also recognizes that it is desirable that the people designated as representatives shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against designated representatives in the matter of layoff or rehires or discharge them on account of the proper performance of their designated representative duties.
- 4.4.1.** The Union shall have the right to grieve at Level Two of the grievance procedure, any discipline of a Designated Representative.
- 4.5. Consultation, Negotiations and Meetings.** Consultation, negotiations, and meetings between the Union and the City representatives will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. Where such issues impact more than one employee in a given workgroup or bureau, no more than ~~one~~ two employee spokespersons may attend on City time from each workgroup or bureau .
- 4.5.1.** Meetings for the purpose of discussing disciplinary action under section 32.1, 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.
- 4.6. Union Access.** The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:
- 4.6.1. New Employees:** For ~~the purpose of~~ employees new to the bargaining unit, Designated Representatives have the right to meet with employees within ninety (90) calendar days of their employment for a period of at least thirty (30) minutes during the City's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation. For individual or group meetings, the Union will notify the City in advance to make arrangements to release the employee(s) to attend and, if the time is not operationally feasible, ~~will~~ work with management to arrange an acceptable time to meet.
- 4.6.2. Regular Employees:** For all employees, Designated Representatives have the right to meet with employees during regular working hours at their work location to investigate and discuss grievances, workplace concerns, and other matters relating to their employment, provided the meetings do not interfere with the City's operations.

**4.6.3.** The City providing the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business is consistent under Article 4. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Partner (HRBP) in advance to receive access.

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

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

**4.7. Union Leave, Union Paid Time.** Authorized union representatives, upon written requests of less than thirty (30) days from the Union, ~~shall~~ may be given to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such time to a maximum of five (5) employees per union off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending Executive Board meetings, Membership meetings, conferences, training, and workshops pertaining to collective bargaining, arbitration, or other labor law matters and developments, shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefit costs associated with this time. Effective with this Agreement, the rate of reimbursement is ~~132.8%~~ 134.98% of the employee's normal hourly wage and includes ~~24.36%~~ 26.12% for PERS, 6.2% for SSI, 1.45% for Medicare, and ~~0.7887%~~ 0.8237% for Tri-Met and 0.4% for Paid Leave Oregon. Should the wage-driven benefits cost change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation. ~~Such paid leave shall be counted as leave without pay and~~ in the calculation of eligibility for City-paid health benefits as provided in the "Health and Life Insurance" article.

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

**4.8. Long Term Leave of Absence (Release Time, Union Paid).** Union representatives may take reasonable time off to conduct full-time union business and if an employee covered by this Agreement is elected or appointed to an office in the Union of which they are a represented member which requires a long-term leave of absence from their duties with the City to

~~represent the City of Portland union members, they~~ shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence and will be maintained on the payroll. The employee will receive their salary and fringe benefits and the Union shall reimburse the City for all wage and benefit costs associated with this time. Employees on Release Time will continue to accrue seniority and retirement credit. Accrued vacation, compensatory time, deferred holiday, and sick leave will remain on the books until such time that the employee returns to the City as a full-time employee or their service with the City is terminated, whereupon the use of such accruals shall be governed by the appropriate contract provisions in effect. No additional vacation, compensatory time, deferred holiday, or sick leave will accrue during this Release time. The City will permit a maximum of one (1) employee out at any time under this Article. ~~without pay. The duration of the union leave of absence shall be based on the time an employee is elected or appointed to represent City of Portland union members.~~

- 4.8.1. 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.
- 4.8.2. Return to Work.** At the conclusion or termination of a period of release time granted to a designated representative under this article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification. The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the union.
- 4.9. Employee Rights.** The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.
  - 4.9.1.** There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this Agreement, all future disciplinary actions will be maintained in the official personnel file. Employee shall be allowed to examine their personnel file upon request. Employee will be made aware of any information placed in their personnel file. Nothing herein shall preclude IPR from maintaining unofficial personnel files.
  - 4.9.2.** Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one (1) year, on the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval ~~to remove~~ of removing such material from the file shall not be unreasonably withheld.
  - 4.9.3.** All written working rules or regulations affecting the working conditions of any employee covered by this Agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which tends to conflict with this Agreement. It shall also be the responsibility of the City to inform employees of all



rules and regulations which affect them as an employee.

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

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

**4.11.1.** Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus, or activities.

**4.11.2.** If the City believes that a notice does not meet the criteria specified above, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether a notice meets the criteria specified in the article above, they will meet and attempt to resolve their differences. If the City and the Union still cannot agree, the Union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before

### **Article 33 - Grievances, Complaints and Arbitration**

~~33.2.~~ **33.1.** 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.

**33.2.** 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.

#### **33.3. Procedure**

**33.3.1. 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 City does not respond in writing within the time limit at each level of the process, the grievance automatically advances to the next level. The Union will notify the designated management representative at each level within the time limits specified.

**33.3.2. Informal Level.** The employee ~~will~~ may attempt to resolve a matter outside of the grievance process by discussing it with their immediate supervisor. If the immediate supervisor is not available, the employee ~~will~~ may 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.

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

**33.5. Level One – Director or Designee**

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

**33.5.2.** 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.

**33.5.3.** The parties will discuss the grievance with the director or designee and shall communicate their disposition and reasoning to the employee and the Union in writing within ~~twenty-one (21)~~ thirty (30) calendar days after having received a timely Level One grievance.

**33.6. Level Two – Human Resources ~~and Commissioner-in-Charge~~**

**33.6.1.** 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 Bureau of Human Resources ~~and the Commissioner-in-Charge~~ to Level Two within ~~fourteen (14)~~ thirty (30) calendar days after receiving notice of the Level One disposition.

**33.6.2.** The Union or the Grievant with the concurrence of the Union will have the right to amend the grievance at any time prior to a union appeal to Level 4 - Arbitration. ~~prior to Level Two~~ so long as any amendments are limited to the substantive issues previously raised in the grievance.

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

**33.6.4.** 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.

~~**33.6.5.** — 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.~~

~~**33.6.6-**~~ **.5** The parties will discuss the grievance with the Bureau of Human Resources/IPR Director or their designee within ~~twenty-one (21)~~ thirty (30) calendar days after filing, unless extended

by mutual written consent. The Chief Human Resource Officer or their designee will provide a written determination within ~~fourteen (14)~~ thirty (30) calendar days after the discussion.

**33.6.7- .6** The Union will have sole discretion to file grievances and advance them through the process with or without the consent of employee(s).

### **33.7. Level Three – Mediation**

**33.7.1.** If the Union is not satisfied with the Level Two disposition, the parties can agree to refer the grievance to mediation within ~~fourteen (14)~~ thirty (30) calendar days.

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

### **33.8. Level Four – Arbitration**

**33.8.1.** 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 Bureau of Human Resources in writing within ~~twenty-one (21)~~ thirty (30) calendar days of the Level Two disposition or ~~twenty-one (21)~~ thirty (30) calendar days after mediation ends if the parties agreed to refer the grievance to Level Three.

**33.8.2.** 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.

**33.8.3.** 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.

**33.8.4.** 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.

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

**33.8.6.** 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 Bureau of Human Resources/IPR Director will be binding on all parties.

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

### **New Article: Protection of Bargaining Unit Work**

Xx. The City agrees that the primary function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the City agrees that supervisors and other employees of the City who are not members of AFSCME Local 189 bargaining unit will not perform, as their primary duties, Local 189 bargaining unit work on an ongoing basis, except:

- (A) In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.
- (B) In the instruction or training of employees, including demonstrating safety and the proper method to accomplish the task assigned.

X.1 (a) As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or services to the City by various segments of its community. Such programs may result in individuals performing work for the City that is considered bargaining unit work. Such programs include, but are not limited to, youth training and/or employment programs, adult training and/or employment programs, vocation rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes.

(b) The City shall have the right to implement new internship or related public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such new or expanded program implementation involves bargaining unit work and results in a departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City will engage in discussions with the Union on concerns raised by the Union. Creation of an internship or related public employment program shall not result in:

- 1) a layoff of regular employees covered by this Agreement, or
- 2) the elimination of a regular budget position covered by this Agreement that recently had been occupied by a regular employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

#### **New Article: Atypical Work Events and Trauma Leave**

Paid administrative leave may be granted for up to three (3) days to provide physical, emotional or psychological support in response to an atypical and rare incident that occurs while the employee is at work, and when the incident temporarily and significantly interferes with an employee's ability to perform their normal job functions. This type of paid administrative leave is subject to supervisory discretion and may or may not be granted in response to atypical work incidents. Bureau Directors shall not extend this type of paid administrative leave beyond three days. When granted, it must be taken immediately following the circumstances necessitating such leave.

## **New Article: Transition**

### **Xx. Notification**

The City will notify the Union six months in advance of proposed hiring for the new oversight system and provide copies of all job announcements and job descriptions.

### **Xx. Classification Elimination**

If a currently represented classification is eliminated employees will be placed in a new position in the following order<sup>2</sup>:

- (A) In a comparable classification within the oversight board
- (B) In a comparable classification throughout the City
- (C) In a lower classification at their current rate of pay, red-circled - meaning they would not continue to receive step increases but would continue to receive annual cost of living adjustments
- (D) Will be offered severance of one year of wages, health insurance and PERS contributions and access to the current layoff and recall rights.

### **Xx. Training**

Should the minimum qualifications differ for a new position or classification and a current employee does not meet the new minimum qualifications the City will provide up to six (6) months of additional training to meet the minimum qualifications. Training will be offered on work hours and at the expense of the City. If an employee is unable to meet the qualifications after six (6) months they will be offered severance of one year of wages, health insurance and PERS contributions. A request for an extension to receive appropriate training to meet the minimum requirements will not be unreasonably denied.

### **Xx. Training Differential**

Any employee as part of the transition asked to assist in training new hires to the oversight board will receive a ten percent (10%) training differential.

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<sup>2</sup> As discussed in mediation on August 21, 2025 and in alignment with previous discussions this list is meant to be a list of options for employees to choose from. For example an employee could decline a position in the new oversight board and be offered a comparable position in another bureau or elect severance.

## AFSCME Comprehensive Economic Proposal

### ARTICLE 36 – EFFECTIVE DATE AND DURATION OF AGREEMENT

- 36.1.** This Agreement, effective July 1, ~~2022-2025~~, or on ratification by both parties, shall remain in full force and effect through June 30, ~~2025~~ 2028. This agreement remains in effect in continuity with the employer, the City of Portland, regardless of bureau, program or other internal identification.
- 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 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.

**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%)

An additional 5% increase will be provided for all AFSCME represented classifications.

**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%)

An additional 5% increase will be provided for all AFSCME represented classifications.

**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%)

An additional 5% increase will be provided for all AFSCME represented classifications.

### **Vacation Sell Back**

Employees may elect to sell up to a maximum of forty hours (40) of accrued vacation back to the City.

- A. Bargaining unit employees will have the option to be voluntarily paid out for up to forty (40) hours of their accrued but unused vacation time, one time per calendar year, from January 1st to

December 31st, each year through the duration of the agreement.

- B. As per IRS requirements employees must designate in writing their irrevocable agreement to sell back vacation time in the following calendar year (e.g., if an employee intends to sell back vacation in the 2026 calendar year, the employee must submit their written request before the end of the 2025 calendar year.
- C. Vacation hours may only be sold if earned in the same calendar year.

### **Longevity Pay**

Upon completion of their tenth consecutive year of service as a permanent employee of the City, employees shall receive longevity pay of two percent (2.0%). Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.

### **Severance Option**

For employees not interested in continuing employment with the transition to new operations, a severance package will be offered which includes an opportunity for immediate re-employment in the City as well as consideration as an internal candidate for the purposes of any vacation or other benefit. Employees will be provided with one year of wages, health insurance and PERS contributions.

### **Targeted Classification Adjustments<sup>3</sup>**

#### Administrative Assistant II: August 21 proposal

Union proposes matching CPPW's Administrative Specialist II classification minimum and maximum wages per the [City of Portland's 2025-2026 Compensation Plan](#). It includes a 2.4% COLA.

Current								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
32.02	32.97	33.98	34.99	36.04	37.12	38.23	39.38	40.58
Original proposal rejected by the City								
<u>43.09</u>	<u>44.38</u>	<u>45.71</u>	<u>47.08</u>	<u>48.50</u>	<u>49.95</u>	<u>51.45</u>	<u>52.99</u>	<u>54.58</u>
August 21 proposal								
<u>37.14</u>	<u>39.12</u>	<u>41.10</u>	<u>43.08</u>	<u>45.07</u>	<u>47.05</u>	<u>49.03</u>	<u>51.01</u>	<u>52.99</u>

#### Analyst II: August 21 proposal

Union proposes matching CPPW's Analyst II classification minimum and maximum wages per the [City of Portland's 2025-2026 Compensation Plan](#). It includes a 2.4% COLA.

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<sup>3</sup> Steps under the headings of "Current" or "Original proposal rejected by the City" included a 2.4% COLA.

Current								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
43.81	45.32	46.91	48.57	50.27	52.02	53.84	55.74	57.68
<u>Original proposal rejected by the City</u>								
<u>50.70</u>	<u>52.22</u>	<u>53.79</u>	<u>55.40</u>	<u>57.07</u>	<u>58.78</u>	<u>60.54</u>	<u>62.36</u>	<u>64.24</u>
<u>August 21 proposal</u>								
<u>48.01</u>	<u>49.81</u>	<u>51.60</u>	<u>53.40</u>	<u>55.19</u>	<u>56.99</u>	<u>58.78</u>	<u>60.58</u>	<u>62.37</u>

#### Coordinator III: August 21 proposal

Union proposes matching CPPW's Coordinator III classification minimum and maximum wages per the [City of Portland's 2025-2026 Compensation Plan](#). It includes a 2.4% COLA.

Current								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
42.22	44.33	46.55	48.88	51.31	53.88	56.59	59.40	62.37
<u>Original proposal rejected by the City</u>								
<u>50.70</u>	<u>52.22</u>	<u>53.79</u>	<u>55.40</u>	<u>57.07</u>	<u>58.78</u>	<u>60.54</u>	<u>62.36</u>	<u>64.24</u>
<u>August 21 proposal</u>								
<u>48.01</u>	<u>49.81</u>	<u>51.60</u>	<u>53.40</u>	<u>55.19</u>	<u>56.99</u>	<u>58.78</u>	<u>60.58</u>	<u>62.37</u>

#### Investigator I:

Union proposes to align all steps with the proposed Coordinator III position.<sup>4</sup> It includes a 2.4% COLA.

Current								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
42.22	44.33	46.55	48.88	51.31	53.88	56.59	59.40	62.37
<u>Original proposal rejected by the City</u>								
<u>50.70</u>	<u>52.22</u>	<u>53.79</u>	<u>55.40</u>	<u>57.07</u>	<u>58.78</u>	<u>60.54</u>	<u>62.36</u>	<u>64.24</u>
<u>August 21 proposal</u>								

<sup>4</sup> Steps for the Coordinator III and the Investigator I currently mirror each other.



<u>48.01</u>	<u>49.81</u>	<u>51.60</u>	<u>53.40</u>	<u>55.19</u>	<u>56.99</u>	<u>58.78</u>	<u>60.58</u>	<u>62.37</u>
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Investigator II:

Union proposes matching proposed Investigator I steps and adding approximately 109% to account for the difference between the current Investigator I and Investigator II steps. It includes a 2.4% COLA.

Current								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
46.01	48.30	50.71	53.25	55.91	58.71	61.64	64.73	67.96
<u>Original proposal rejected by the City</u>								
<u>53.57</u>	<u>55.14</u>	<u>56.80</u>	<u>58.56</u>	<u>60.55</u>	<u>62.36</u>	<u>64.24</u>	<u>66.16</u>	<u>68.15</u>
<u>August 21 proposal</u>								
<u>52.33</u>	<u>54.29</u>	<u>56.24</u>	<u>58.20</u>	<u>60.16</u>	<u>62.11</u>	<u>64.07</u>	<u>66.03</u>	<u>67.98</u>

**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM**

**For ERB Use Only**  
Case No. ME-026-25\_  
Date Filed \_9/12/25\_\_

**Projected Increase/Decrease in Each Year** (add or shade unused columns as needed)

<b>Proposal Description</b> including Article or Section Numbers	<b>Current Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total Projected Increase / Decrease</b>	<b>Explain calculations.</b>  List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Professional Development Fund (Article 27)	\$0	\$5,000	\$6,500	\$8,000	\$19,500.00	Assumes Professional Development Fund is \$5,000 in Year 1 with at least 80% utilization. Fund would increase by \$1,500 in Year 2. In Year 2 if the Fund has at least 80% utilization, the Fund would increase by \$1,500 in Year 3.
10% Training Differential (Transition proposal)	\$0	\$6,177.60	\$31,804.64	\$32,504.35	\$70,486.59	Assumes training may take approximately six (6) months of each year (1,040 hours). Cost in Year 1 is for the potential of a Coordinator III to provide training. Costs in Years 2 and 3 are for the potential of 50% of classifications to provide training.
Current base wages and cost-of-living adjustment (Economics proposal)	\$1,212,057.60	\$1,241,146.98	\$1,272,175.65	\$1,300,163.52	\$88,105.92	Only assumes a cost-of-living adjustment (COLA) against current wages of 2.4% in Year 1, 2.5% in Year 2, and 2.2% in Year 3. Year 2 and 3 COLAs are based on estimated CPI-W increases as provided by the City Budget Office. Does not assume targeted classification adjustments, wage increases, or other premiums.
Cost-of-living adjustments and 5% wage increase (Economics proposal)	\$0	\$62,057.35	\$63,608.78	\$65,008.18	\$190,674.31	A 5% increase to current base wages are calculated and includes a cost-of-living adjustment (COLA) against current wages of 2.4% in Year 1, 2.5% in Year 2, and 2.2% in Year 3. Year 2 and 3 COLAs are based on estimated CPI-W increases as provided by the City Budget Office.
Vacation Sellback (Economics proposal)	\$0	\$0	\$6,116.28	\$6,250.84	\$12,367.11	Assumes 25% of employees sell 40 hours each year based on an average of wages. Not applicable in Year 1 as vacation sellback has to be declared in prior calendar year.
Longevity Premium (Economics proposal)	\$0	\$70,398.97	\$72,158.94	\$78,504.32	\$221,062.23	Costs are calculated against current base wages with a 2.4% cost-of-living adjustment. Five (5) employees are eligible for longevity premium upon ratification. Three (3) additional employees will be eligible for longevity premium in Year 3 of the contract.

Severance (Economics proposal)	\$0	\$0	\$0	\$910,114.46	\$910,114.46	Assumes 50% of employees may elect a severance option, and if it were offered as late as June of Year 3. Cost reflects one (1) year of wages and 140% for benefits. If severance is provided in Years 1 or 2 of the contract, the cost is considered absorbed as part of the fiscal year's personnel budget.
Targeted Classification Adjustments (Economics proposal)	\$0	\$80,274.52	\$82,281.38	\$84,091.58	\$246,647.48	There are five (5) represented classifications with targeted classification adjustments. The Administrative Specialist II, Analyst II, and Coordinator III classifications are targeted to match the same position titles and the minimum and maximum wages identified in the City of Portland's compensation plan. The Investigator classification is targeted to match the Coordinator III classification as it currently does in IPR's wage scales. The Investigator II is targeted to increase 109% above the Investigator I as it currently does in IPR's wage scales. Includes cost-of-living adjustment (COLA) of 2.4% in Year 1, 2.5% in Year 2, and 2.2% in Year 3. Year 2 and 3 COLAs are based on estimated CPI-W increases as provided by the City Budget Office.
<b>TOTAL (for each column)</b>	<b>\$1,212,058</b>	<b>\$1,465,055</b>	<b>\$1,534,646</b>	<b>\$2,484,637</b>	<b>\$1,758,958</b>	