

City of Portland
and
AFSCME – LOCAL 189/IPR
CITY’S FINAL OFFER AND COSTING
September 16, 2025

The following are the City’s final offer proposals on open articles to resolve the current successor collective bargaining agreement:

Article 1	Recognition
Article 4	Union Representation
Article 17	Federal, State, and City Family and Medical Leave
Article 19	Health and Life Insurance
Article 27	Professional Development Fund
Article 33	Grievances, Complaints, and Arbitration
Article 36	Effective Date and Duration
NEW	Atypical Incidents and Trauma Leave
NEW	Transition
NEW	Retention
	Effective Date and Duration of Agreement
Schedule A	COLA
Schedule A	Wages

The following articles are recognized as Tentative Agreements between the parties:

Article 3	Dues Checkoff	4/23/2025
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The following articles are recognized as not open and remain as current contract language:

Preamble	Preamble
Article 2	Union Security
Article 5	Management Rights
Article 6	Job Security and Outside Contracting
Article 7	Work Schedules and Workweeks
Article 8	Overtime
Article 9	Reporting Pay and Minimum Pay
Article 10	Seniority
Article 11	Layoff/Recall

Article 12	Working Out of Classification
Article 13	Promotions
Article 14	Holidays
Article 15	Vacation
Article 16	Sick Leave
Article 18	Leave of Absence
Article 20	Jury Duty and Witness Pay
Article 21	Pay Day
Article 22	Recoupment of Overpayment/Underpayment
Article 23	Safety
Article 24	Wage Scales
Article 25	Schedule "A" Premiums
Article 26	Training and Education
Article 28	Unemployment Compensation
Article 29	Savings Clause
Article 30	Strikes and Lockouts Barred
Article 31	Evaluations/Counseling
Article 32	Discipline and Discharge
Article 34	Maintenance of Standards
Article 35	Warrant of Authority

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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~~three (36) 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~~based on an 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 no more than up to~~ 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.

~~Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least ninety (90) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary~~

~~Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.~~

~~The City and the Union agree that either party may terminate this subsection at any time for any reason upon thirty (30) days written notice to the other party.~~

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.¹

~~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.~~

1.10. Limited Duration Employees.

~~1.9.1.1.10.1.~~ **1.10.1.** 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

~~1.9.1.1.1.10.1.1.~~ 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

~~1.9.1.2.1.10.1.2.~~ a Limited term duration position identified for a project with a specific work assignment intended for a limited term with an identifiable endpoint not to exceed twenty-four (24) months.

¹ ~~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.~~

~~1.9.2.1.10.2.~~ 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.

~~1.9.3.1.10.3.~~ Limited duration employees may be released at any time without a showing of just cause.

~~1.9.4.1.10.4.~~ 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 141 of this Agreement.

~~1.9.5.1.10.5.~~ Limited Duration employees shall be compensated in accordance with the wages set in Schedule A.

~~1.9.6.1.10.6.~~ 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.

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ARTICLE 4 – UNION REPRESENTATION

- 4.1. Union Activities.** The parties agree to the primary principle that Union activities will normally be ~~carried~~ conducted ~~on~~ outside of working hours. It is recognized that from time to time it will be necessary for the investigation and settlement of grievances to be ~~carried-performed~~ during working hours. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employees involved provided, however, such activities will be limited to the designated representatives having direct responsibility for them. Designated representatives shall notify their immediate supervisors indicating the nature and expected duration of such ~~absence~~ 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 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 accruals, 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~~ provide 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 employee spokesperson may attend on City time from each workgroup or bureau.~~ Where such issues impact more than one employee in a workgroup or bureau, not more than two employee spokespeople 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, 32.1~~ will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an ~~extension of time~~ extension 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~~ For 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~~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~~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 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~~ Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in the "Health and Life Insurance" article.
- 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.

~~4.2. 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.~~ **Long Term Leave of Absence (Release Time).** If an employee covered by this Agreement is elected or appointed to an office in the Union of which they are a represented member which requires a long-term leave of absence from their duties with the City to represent the City of Portland union members, they shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave of absence shall be based on the time an employee is elected or appointed to represent City of Portland union members.

4.8.

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. Employees shall be allowed to examine their personnel file upon request. Employees 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~~, 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 currentlythe
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 the arbitrator will be whether the notice met the criteria specified above. If the arbitrator determines that the criteria of the article above have been met, the notice will be re-posted.

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ARTICLE 17 – ~~FAMILY AND MEDICAL LEAVE~~FEDERAL, STATE, AND CITY FAMILY AND MEDICAL LEAVE

- 17.1.** To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA), ~~and~~ the Oregon Family Leave Act (OFLA), and as designated in the Independent Police Review Office Administrative Rules. For purposes of Family Leave, the City agrees that spouse includes “domestic partner”.
- 17.2.** Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from IPR timekeeper(s) or the Bureau of Human Resources.
- 17.3.** During periods of leave covered by FMLA and/or OFLA, eligible employees shall be required to use accrued paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence, except when the following apply:
- 17.3.1.** 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.
- 17.3.2.** 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 in HRAR 6.05). In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.
- 17.3.3.** If the duration of the employees’ family leave is longer than the amount of the employees’ accrued paid leave, the employee may choose to be placed on unpaid leave of absence for the duration of the family leave after using all accrued paid leave.

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

17.5. State Paid Leave. Under Paid Leave Oregon (PLO) or Washington Paid Family and Medical Leave (WA PFML), employees may be eligible to take a leave of absence with partial or full-wage replacement provided by the State. If an employee elects to take a leave of absence covered by PLO or WA PFML, and the employee chooses to top off, an employee may elect the order in which they use their accrued leaves or elect to not use their accrued leaves to supplement their PLO or WA PFML benefit. PLO or WA PFML benefits may exceed one hundred percent (100%) of an employee’s regular income without penalization or recoupment by the City. Paid time off will accrue only on the monies paid by the City that the employee has elected to access to supplement PLO benefits. PLO benefits paid by the state will not accrue paid time off.

17.56. Non-City Parental Leave. ~~Is available in cases where employees are eligible for Oregon Family Leave and have been granted~~ In addition to Parental Leave described in Article 17.4., employees may be eligible for under FMLA and Oregon or Washington law ~~leave to care for~~ for the care of an infant or newly adopted child ~~under 18 years of age, or for 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.~~

17.5.1. ~~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.~~

17.5.2. ~~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 shall approve requests submitted 30 days or more in advance; requests submitted less than 30 days in advance will be by mutual agreement. All parental leave must be completed within a year of the date of birth, adoption, or placement of the child.~~

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

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

CITY TA:

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ARTICLE 19 – HEALTH AND LIFE INSURANCE

19.1. Labor/Management Benefits Committee

- 19.1.1. 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~~ will be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighter' Association (PFFA), the Professional and Technical Employees, Local 17 (PROTEC17), PPA representing Emergency Communications Operators (BOEC), Laborers', Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), ~~AFSCME~~ the American Federation of State, County, and Municipal Employees (AFSCME), Local 189, ~~representing the Auditors Office, AFSCME, Local 189 representing the Office of Independent Review,~~ and Laborers' Local 483 representing Portland City Laborers (PCL). The remaining ~~eight (8)~~ members ~~shall~~ will be appointed by the City. There will be an equal number of representatives from Labor and the City.
- 19.1.2. 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.
- 19.1.3. The committee ~~shall~~ will select its chairperson, who ~~shall~~ will serve at the will of the committee.
- 19.1.4. In order to make a recommendation to the City Council, at ~~least fourteen (14)~~ quorum of committee members must vote in favor of the recommendation. The committee ~~shall~~ will be responsible for establishing internal committee voting and decision-making processes.
- 19.1.5. Members of the committee ~~shall~~ will 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~~ will make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 19.1.6. The committee ~~shall~~ will meet at least quarterly and ~~shall~~ will make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 19.1.7. The City Council ~~shall~~ will retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred

due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this Agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two-party rate would be \$298 per employee per month with the addition of a benefit design change, 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.

19.2. 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.

19.2.1. 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.

19.2.1.1. 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.

19.2.1.2. 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.

19.2.2. 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.

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

19.2.2.2. 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 Employee Contribution
40—45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

19.2.3. 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.

19.3. City/Employee Contributions

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

19.3.2. ~~High-Deductible Health Plan. High-Deductible Health Plan (HDHP) effective Plan Year July 1, 2017. Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the~~The City ~~shall will~~ 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 will~~ 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.

- 19.3.3.** ~~Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, t~~The City ~~shall~~ will 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~~ will 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.
- 19.3.4.** ~~Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, t~~The City ~~shall~~ will 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~~ will 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.
- 19.3.5.** ~~Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, n~~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~~ will contribute ninety percent (90.0%) and the employee ~~shall~~ will 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.
- 19.3.6.** 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.

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

19.4. **Medical Coverage Opt Out.** For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 19.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

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

~~19.4.1.~~ 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:~~

~~19.4.2.~~

~~19.4.3.~~ City Contribution

~~19.4.4.~~ One Party ~~_____~~ \$117.26 per payday

~~19.4.5.~~ Two Party ~~_____~~ \$93.59 per payday

~~19.4.6.~~ Family ~~_____~~ \$72.86 per payday

~~19.4.7.~~ 19.4.1. The City ~~shall will~~ pro-rate the cash payment ~~and City contribution in 19.4~~ 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.

19.5. 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.

19.6. Health Fund Reserves

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

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

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

19.7. Retiree and Survivor Benefits

19.7.1. The City ~~shall~~will 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~~will be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage ~~shall~~will be made available through the City until both the retiree and spouse (or domestic partner) become eligible for federal Medicare coverage.

19.7.2. The City ~~shall~~will 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.

19.8. Life Insurance

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

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

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

19.9. Disability Insurance

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

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

CITY TA:

UNION TA:

Article 27 - Professional Development

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

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

27.1.2. At the end of each fiscal year, any unexpended account monies up to \$900,00 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$900.00 remains in the fund, the entire unexpended account monies shall be returned to the City.

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

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

27.1.4.1. Fees and/or tuition for professional development seminars, classes, workshops, and conferences.

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

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

~~27.1.4.1. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.~~

~~27.1.4.2. Books, videos, and software that may assist employees in their professional development. These items must be turned over to the City upon separation from the City.~~

27.1.4.3. Professional dues not paid by the City, up to ~~\$1900.~~ \$1900.00 per fiscal year, may be used to hire consultants or coaches to work one-on-one with employees on career development activities.

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

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

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

- 27.1.8.** Time to attend professional development seminars, classes, workshops, and conferences will be subject to approval by the IPR Director or a designee and will not be unreasonably denied. The Director or a designee will consider the absence's effect on workload for other employees, scheduling conflicts, and coverage during business hours.
- 27.1.9.** The City and the Union will review and make recommendations by December 31st annually to improve the Plan Document. Any recommendations adopted will be effective the following July 1st.
- 27.1.10.** Nothing in this article prevents the City from providing other professional development opportunities.
- 27.2.** If eighty percent (80%) of the fund is used within the fiscal year the fund will increase by \$1500.00 the following fiscal year.
- 27.3.** If fifty percent (50%) of the fund is not used with the fiscal year the fund will be reduce by \$1500.00 the following fiscal year.
- ~~27.2. — If eighty percent (80%) of the fund is used within the fiscal year the fund will increase by \$1500.00 the following fiscal year.~~
- ~~27.3. — If fifty percent (50%) of the fund is not used within the fiscal year the fund will be reduce by \$1500.00 the following fiscal year.~~

CITY TA:

UNION TA:

Article 33 - Grievances, Complaints and Arbitration

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 or the Union will attempt to resolve a matter outside of the grievance process by discussing it with their immediate supervisor. If the immediate supervisor is not available, the employee or the Union 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.

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 prior to Level Two ~~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 the reasons for the appeal and the relief requested.

~~**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. 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. 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.

CITY TA:

UNION TA

ARTICLE 36 – EFFECTIVE DATE AND DURATION OF AGREEMENT

- 36.1.** This Agreement, effective July 1, 202~~52~~⁵⁸, or on ratification by both parties, shall remain in full force and effect through June 30, 202~~58~~⁵⁸, or until all bargaining unit employees have completed their tenure at the Office of Independent Review.
- 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.

CITY TA:

UNION TA:

Atypical Work Incidents and Trauma Training

Per Human Resources Administrative Rule 6.01 – General and Administrative Leaves, 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.

City to AFSCME
IPR Negotiations
Updated Proposal (includes bonus amount)
Date Passed: 9/10/2025
CITY TA:

UNION TA:

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 \$~~X~~3,500 per year. The retention bonus will be pro-rated by month for employees hired into IPR after July 1 of each fiscal year or prorated by month when the City transitions the work performed by a bargaining unit member to the new Oversight System prior to the end of each year of the collective bargaining agreement. 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. Once the City moves a bargaining unit member's work from the Office of Independent Review to the Oversight System, employees who remained at IPR until that time will receive their prorated bonus and will no longer be eligible for 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.

CITY TA:

UNION TA:

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. The City will support IPR employees in applying to positions in the Oversight System in the following manner: (1) 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 (2) the City will offer all IPR employees interviews.
2. The City will find or create positions performing substantially equivalent work to IPR employees current work and with a substantially equivalent pay range for IPR employees that will be available to IPR employees who opt not to apply to the Oversight System or who apply when their IPR position is ending or prior to that time and do not receive a job offer.

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:

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.

CITY TA:

UNION TA:

AFSCME Comprehensive Economic Proposal

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 6% increase will be provided for all AFSCME represented classifications as well as a \$8,000 retention bonus on 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%)

~~An additional 6% increase will be provided for all AFSCME represented classifications as well as a \$5,000 retention bonus on both January 1, 2026 and July 1, 2026.~~

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 6% increase will be provided for all AFSCME represented classifications as well as a \$5,000 retention bonus on both January 1, 2027 and July 1, 2027.~~

Vacation Sell Back

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

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.

Wellness Time

The Bureau grants members four hours of Wellness Time per workweek. Members may take Wellness Time in any combination of 60 or 90 minute sessions during the member's regular shift and during paid work hours.

Managers or their designee may approve sessions longer than 90 minutes at their discretion. Wellness Time is not accrued and unused hours cannot be banked or carried over to the following week.

Members may not use Wellness Time during overtime work hours.

The Wellness Time allotted includes time for changing clothes, showering, and the wellness activity.

Cancellation or Modification. Any supervisor may cancel, reschedule, or modify Wellness Time at their discretion based on the operational needs of the Bureau. Supervisors shall communicate both the beginning and the end of the cancellation period to the members they supervise.

Participation. All Bureau members are encouraged to participate in Wellness Time.

Member participation is voluntary.

Participating members should consult their doctor regarding any prior or existing medical conditions or limitations that put them at risk for injury or illness while participating in the program.

Approved Wellness Activities. The following activities are approved for Wellness Time:
Solo and group exercise (e.g., strength training, cardio exercise, yoga, etc.) Mindfulness (e.g.,
meditation, breath work, etc.) Relaxation (e.g., massage chair, alpha stim, etc.) Martial Arts
(e.g., boxing, jiu jitsu, wrestling, etc.) Personal finance management (e.g., financial services
appointment, retirement benefits review, etc.) mental health activities (e.g., EAP check in,
mental health clinician, etc.)

IPR Negotiations
Counter Proposal
Date Passed: 9/10/2025

CITY TA:

UNION TA:

Job Number	Classification Name	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
30003215	Investigator I	\$41.23	\$43.29	\$45.46	\$47.73	\$50.11	\$52.62	\$55.26	\$58.01	\$60.91
30003222	Investigator II	\$44.93	\$47.17	\$49.52	\$52.00	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37
30004076	IPR Administrative Specialist	\$31.27	\$32.20	\$33.18	\$34.17	\$35.20	\$36.25	\$37.33	\$38.46	\$39.63
30004077	IPR Coordinator	\$41.23	\$43.29	\$45.46	\$47.73	\$50.11	\$52.62	\$55.26	\$58.01	\$60.91
30004075	IPR Data Analyst	\$42.78	\$44.26	\$45.81	\$47.43	\$49.09	\$50.80	\$52.58	\$54.43	\$56.33

*Wage rates will increase each year by COLA as outlined in Schedule A.

City to AFSCME
IPR Negotiations
Counter Proposal
Date Passed:

CITY TA:

John P. Glen 4/23/25

UNION TA:

8/4/23/25

Article 3 - Dues Checkoff

- 3.1. Dues Check-Off.** The City agrees to deduct fees and dues from the pay of employees covered by this Agreement in accordance with the terms of the contract between the employee and the Union and the union agrees to provide a signed copy of the contract to the City, which the Union agrees to submit a copy of to the City when requested. AFSCME shall notify the City of the current rate of dues and other authorized deductions in a timely manner, which will enable the City to make the necessary payroll deductions as specified. The City shall deduct from the biweekly paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME. The Employer City agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75, by the seventh business day after such deductions are made. The performance of these services is at no cost to AFSCME. Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.
- 3.2. Indemnification.** AFSCME shall indemnify and save the City harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM	For ERB Use Only Case No. <u>ME-026-25</u> Date Filed <u>9/16/25</u>
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Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost <i>7/1/2025- 6/30/2026</i>	Year 1 <i>7/1/2025- 6/30/2026</i>	Year 2 <i>7/1/2026- 6/30/2027</i>	Year 3 <i>7/1/2027- 6/30/2028</i>	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Schedule A: Base Wages	\$1,241,365	\$16,668	\$23,635	\$14,502	\$54,805	Continuation of current wage scale. Increase in Year 2 and Year 3 represent regular step increases for current members situated below the top step.
Article 27: Professional Development Fund	\$0	\$5,000	\$5,000	\$5,000	\$15,000	Continuation of \$5,000 Professional Development Fund per year
Retention Bonuses	\$0	\$38,500	\$38,500	\$38,500	\$115,500	Continuation of \$3,500 retention bonus per member per year
Wage-driven benefits	\$486,465	\$0	\$9,268	\$79,815	\$89,083	Wage-driven benefits include City contributions to PERS/OPSRP, Individual Account Program (6%), Social Security (6.2%), Medicare (1.45%), TriMet, and Paid Leave Oregon (0.4%). Note that PERS/OPSRP contributions are expected to increase during FY 27/28.
FY 25/26 COLA	\$0	\$41,868	\$790	\$2,041	\$44,699	FY 2025-26 COLA is based on estimated CPI-W increase of 2.4% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 26/27 COLA	\$0	\$0	\$45,501	\$2,177	\$47,678	FY 2026-27 COLA is based on estimated CPI-W increase of 2.5% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
FY 27/28 COLA	\$0	\$0	\$0	\$43,006	\$43,006	FY 2027-28 COLA is based on estimated CPI-W increase of 2.2% as provided by City Budget Office. Costs reflect the impact of higher wage, overtime assumptions, and other premium pays when COLA is applied.
TOTAL (for each column)	\$ 1,727,830	\$ 102,036	\$ 122,694	\$ 185,041	\$ 409,771	