

City Counter to AFSCME

October 22, 2024

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Article 23. Union Representation

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

23.2 **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 23.4. Designated representatives are also eligible for Union Leave, Union Paid time and unpaid Release Time under a leave of absence as provided in the article.

23.3 **List of Designated Representatives.** The exclusive representative may identify bargaining unit members to serve as designated representatives for the duration of the contract. The Union will regularly update the City, quarterly, in writing of changes in representatives. The Union may designate up to seven percent (7%) of their membership as designated representatives. ~~For affiliates with more than two hundred fifty one (251) members, the exclusive representative may identify up to seven percent (7%) of the bargaining unit as designated representatives; for affiliates with two hundred fifty (250) members or less, the exclusive representative may identify up to ten percent (10%) of their bargaining unit as designated representatives. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and will update the list quarterly. Only individuals identified as designated representatives on the Union list are entitled to engage in union activities on City paid time or receive an unpaid leave of absence under Release Time.~~

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

- (A) Investigate and process grievances and other workplace- related complaints on behalf of the Union exclusive representative;
- (B) Attend investigatory meetings and due process hearings involving represented employees;
- (C) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- (D) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;

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- (E) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters;
- (F) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
- (G) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;
- ~~(H) Orient new employees regarding membership in the Union and information about the Collective Bargaining Agreement.~~
- ~~(I) Any other activities as identified in ORS 243.798.~~
- ~~(H)~~ Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

23.5 **Reasonable Paid Time.** Designated representatives may spend reasonable paid time conducting the designated activities in Article 23.4. Reasonable time shall not exceed 2,080 hours in a fiscal year to be used among all designated representatives. ~~Reasonable time shall not exceed 2,080 hours in a fiscal year to be used among all designated representatives and across all affiliates.~~ 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 2.

23.5.1 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.

~~23.5.2~~ 23.5.2 Designated representatives shall receive no overtime pay for performing their designated activities under Reasonable Paid Time. ⁴Designated representatives performing designated activities under Reasonable Paid Time shall must do so during their regularly scheduled working hours.

23.6 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.

23.7 The Unions shall have the right to take up any disciplinary action brought against a designated representative by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

23.8 Consultation, Negotiations and Meetings. Consultation, negotiations, and meetings with the City representative 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

⁴~~Contradicts HB 2016~~

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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 given workgroup or bureau, no more than one employee spokesperson may attend on City time from each workgroup or bureau.~~

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

23.9 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:

23.9.1 New Employees: For the purpose of employees new to the bargaining unit, reasonable access includes 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.

23.9.2 Regular Employees: For all employees, reasonable access includes, but is not limited to, 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.

23.9.3

23.9.3—The City will provide the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business consistent under Article 23. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Professional in advance to receive access. The City will provide the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business consistent under Article 23. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Professional in advance to receive access. Union Representatives shall have access to a City provided Contractor badge which will include access to the Portland Building and 1900 Building as well as other locations where AFSCME 189 employees are represented. The Union and City will work to identify any areas that require additional security measures where the public is not allowed.

23.9.4 Use of City Facilities and Technology. The exclusive or designated representative may use 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

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governance or business of the union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy.

23.10 Union Leave, Union Paid Time. Authorized union representatives, upon written requests from the Union, ~~may~~shall be given time (less than thirty (30) days ~~consecutively~~) to transact business for the Union. ~~This is not a limit of total time to thirty (30) days, 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 off at any given time and ~~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 ~~134.98132.8%~~ 132.8% of the employee's normal hourly wage and includes ~~26.1224.36%~~ 24.36% for PERS, 6.2% for SSI, 1.45% for Medicare, ~~and 0.8237.7887%~~ 0.8237.7887% 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, and ~~Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 17.~~

23.11 Long Term Leave of Absence (Release Time). ~~Union representatives may take reasonable time off to conduct full time union business.~~ 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 ~~and~~ shall, upon fifteen (15) calendar days' written notice be granted a union leave of absence and without pay. ~~shall be maintained on the payroll with full accrual of wages and 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.~~ 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. Either party may request a midterm reopener to negotiate (1) the manner in which union representatives can request this full time release time leave, (2) the length of the release time, and (3) the terms of reimbursement. By mutual agreement the Union and the City may approve half time or other partial release leaves.

~~Xx. Union President Release Time (UPT). The City agrees to continue to pay the President full time wages, fringe benefits and any other benefit a full time represented employee would accrue.~~

~~Xx. Succession. When the Union President is unavailable and another officer is acting as President for at least five (5) days consecutively they will be extended the same release time privileges.~~

23.11.1 Termination of Release Time. An exclusive representative or a designated representative may terminate a period of release time authorized under this article at any time for any reason.

23.11.2 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.

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23.12 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.

23.13 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.

23.13.1 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 bureaus from maintaining unofficial personnel files.

~~23.13.2 Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.~~

23.13.3 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 Unions. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

23.13.4 Labor Management Committee. The parties agree to continue their commitment to ~~currently established~~ currently established bureau level Labor Management Committees for the duration of this labor agreement.

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

23.14.1 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.

23.14.2 If the City believes that a notice does not meet the criteria specified in Article 23.15, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 23.15, 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 or not the notice met the criteria specified in Article 23.15. If the arbitrator determines that the criteria of 23.15 have been met, the notice will be re-posted.

~~23.14.3 Contract Training. The City and Union, will work collaboratively to hold at least three (3) contract training sessions for management and employees on City time.~~

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