

**PROSPER PORTLAND**

Portland, Oregon

**RESOLUTION NO. 7574**

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN PROSPER PORTLAND AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 75, LOCAL 3769**

**WHEREAS**, on May 1, 2007, in a vote conducted by the State of Oregon Employment Relations Board, eligible Prosper Portland employees elected to be represented by the American Federation of State, County and Municipal Employees, Council 75, Local 3769 (“AFSCME” or “union”) in labor negotiations with Prosper Portland management;

**WHEREAS**, Prosper Portland and AFSCME successfully negotiated the first Collective Bargaining Agreement (“CBA”), and it was approved by the Prosper Portland Board of Commissioners (“Board”) through Resolution No. 6640 on September 24, 2008;

**WHEREAS**, Prosper Portland and AFSCME have since successfully negotiated successor CBAs, each approved, respectively, by Resolution No. 6899 on July 27, 2011, Resolution No. 7021 on August 20, 2013, Resolution No. 7186 on June 8, 2016, and Resolution No. 7325 on July 10, 2019 (the “Current CBA”);

**WHEREAS**, the Current CBA was modified and extended by letters of agreement approved by the Prosper Portland Board on May 13, 2020, by Resolution No. 7371, on October 27, 2021 by Resolution No. 7434, on April 20, 2022 by Resolution No. 7447, and on December 14, 2022 by Resolution No. 7473, and the Current CBA expired by its terms on June 30, 2024;

**WHEREAS**, Prosper Portland and AFSCME have negotiated a new successor CBA, subject to Prosper Portland Board approval;

**WHEREAS**, represented staff have ratified the proposed successor CBA by a vote of their union membership on August 5, 2024; and

**WHEREAS**, the Prosper Portland Board believes that it is in the best interest of Prosper Portland to approve the new CBA.

**NOW, THEREFORE, BE IT RESOLVED**, that the CBA between AFSCME and Prosper Portland attached hereto as Exhibit A is hereby approved;

**BE IT FURTHER RESOLVED**, that the Executive Director is authorized to execute the CBA for and on behalf of Prosper Portland;

**BE IT FURTHER RESOLVED**, that the Executive Director may approve changes to the CBA, prior or subsequent to execution, if such changes, in the opinion of the Executive Director and in consultation with General Counsel, do not materially increase Prosper Portland’s obligation or risks;

**BE IT FURTHER RESOLVED**, that the Executive Director is authorized to provide similar compensation, benefits, and terms of employment to non-represented employees and will do so by making necessary changes to Prosper Portland’s Personnel Policy or by providing cross-references to the CBA in the Personnel Policy, in order to notify non-represented employees of those provisions of the CBA that apply to non-represented employees; and

**BE IT FURTHER RESOLVED**, that with the affirmative vote of no fewer than four commissioners for this resolution, this resolution shall become effective immediately upon its adoption, and otherwise it will take effect thirty days after adoption.

Adopted by the Prosper Portland Commission on August 8, 2024

A handwritten signature in blue ink that reads "Pam Feigenbutz". The signature is written in a cursive, flowing style.

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Pam Feigenbutz, Recording Secretary

**Collective Bargaining Agreement**  
**between**  
**Prosper Portland**  
**and**  
**AFSCME Council 75, Local 3769**

**July 1, 2024 – June 30, 2027**

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### **1. Vision Statement**

Prosper Portland and AFSCME Council 75, Local 3769 agree that it is in their mutual interest to create and maintain a strong and collaborative relationship, and to encourage and support a work environment that fosters commitment among all employees to implement the mission of Prosper Portland, and thereby enhance the quality of life of residents of the City of Portland.

It is a priority of both parties that Prosper Portland is successful; that Prosper Portland is committed to retaining and rewarding qualified and capable employees; and that our meaningful work will prosper as a result of a cooperative relationship and work environment.

We are clear in our shared goal underpinned by our equity framework: advancing racial equity is essential work for each of us. Employer and Union agree that this relationship will be based on continuing to transform how we engage, how we partner, how we invest, and how we change our internal culture to create equitable opportunities and inclusive growth through our efforts.

Such cooperation is intended to create opportunities for all employees (whether represented or non-represented) to work individually and collectively to strengthen and change Prosper Portland for the better. Finally, it is agreed that in the interest of fostering a strong labor/management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all of Prosper Portland’s managers, leadership and AFSCME representatives, and employees to work towards building a cooperative and

collaborative work environment at all levels of the organization. It is expected that the parties will identify mutual workplace problems and concerns, and will mutually develop actions for their resolution. Further, it is recommended that beyond this contract, labor and management work jointly to form teams, committees, or work groups as the need arises to facilitate problem solving.

## 2. Preamble

This Collective Bargaining Agreement (“Agreement”) is made and entered into as of the last date of signature below, by and between **Prosper Portland**, also referred to as the **Employer** in this Agreement, and **AFSCME Council 75 Local 3769**, also referred to as the **Union** in this Agreement.

The provisions of this Agreement apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, or political affiliation. The Union will share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, will be construed to prohibit actions taken because of bona fide job qualifications.

“HR Director/Manager” means the HR Manager if Prosper Portland has an HR Manager or the HR Director, if Prosper Portland has an HR Director.

Upon notification to the Union of filing for redress of any item in this Preamble in another recognized legal forum, any grievance filed by that same employee or the Union under this Article will be withdrawn.

## 3. Recognition; Newly Created Positions; Membership Information

1. The Employer recognizes the Union as the sole collective bargaining agent for all part-time and full-time employees of Prosper Portland employed in classifications listed in Schedule A, excluding all management, supervisors, confidential, contractors, contractor’s employees and temporary workers.
2. During the term of this Agreement, the Employer will notify the Union upon either the initiation of a recruitment for any newly created job or whenever the Employer proposes to change recognition status of an employee from represented to non-represented. The purpose of this notification is to provide the Union an opportunity to review and agree with the Employer’s evaluation of the position as being represented or non-represented. If the Employer and the Union cannot agree on the status of the position, the Union may file a unit clarification petition pursuant to OAR 115-025-0005(3) within thirty (30) calendar days of the Employer advising the Union in writing that it does not agree with the Union on the status of the position. Notwithstanding the Union’s filing of a unit clarification petition, the Employer may proceed.
3. The Employer will provide the Union with the opportunity to meet with all newly-hired employees appointed to positions in classifications listed in Schedule A for a period of up to thirty (30) minutes during an employee’s first scheduled workweek.

4. The Employer will provide the Union with a current list of bargaining unit members once per month at no cost to the Union. This list will include the following for each member of the bargaining unit:
  - a. Name
  - b. Date of Hire
  - c. Department
  - d. Job Classification
  - e. Pay Grade and Step
  - f. Union membership, dues or fee deduction status, and
  - g. Deductions for AFSCME PEOPLE

The Employer will also notify the Union of the following personnel transactions involving bargaining unit employees: position changes, layoffs, suspensions, discharges, terminations, and temporary assignments.

#### **4. Union Security**

The Union will notify the Employer within thirty days of a new employee's election to join the Union by submitting the Union Membership Card/Payroll Deduction Authorization to the Employer.

In the event of any questions regarding deductions pursuant to this Article, the Union and the Employer will work together to identify which party is holding the funds, and as such, who is responsible for repayment of any monies found to be improperly deducted by the Employer under this Article.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out the Employer's faithful compliance with the terms of this Article, provided the Employer notifies AFSCME Council 75 in writing of such claim and, at Prosper Portland's election, either (1) tenders the defense to AFSCME Council 75, or (2) affords AFSCME Council 75 the opportunity to defend the claims either as a party or subject to a joint defense agreement.

#### **5. Dues Checkoff**

The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Union. The authorization card will contain the terms and conditions of membership. Employees seeking to withdraw their authorization are subject to ORS 243.806(6) and will process their request through a Local 3769 officer or the AFSCME Council 75 office. The amounts deducted will be transmitted monthly to the Union on behalf of the employees involved.

The total amount of the monies deducted for regular union dues will normally be transmitted to the Union within ten (10) calendar days after the payroll deduction is made.

The performance of these services is at no cost to the Union. The parties pledge reciprocal cooperation in order to correct payment, payroll and accounting errors. AFSCME Council 75 agrees that it will indemnify and hold the Employer harmless from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's good faith compliance with the terms of this Article, provided the Employer notifies AFSCME Council 75 in writing of such claim and tenders the defense to AFSCME Council 75.

#### **6. PEOPLE Payroll Deductions**

To the extent allowable by law, employees may authorize payroll deductions for the PEOPLE Committee (a voluntary political action committee) by submitting the form provided by the Union to the HR Director/Manager. The Employer agrees to provide the Union, upon request, a list of employees who are making PEOPLE contributions and the amount deducted per employee.

#### **7. Management Rights**

The parties agree that the Employer has the right to operate and manage the Employer's operations including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements and qualifications; to determine whether the whole or part of the operation will continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate (create, amend, revise and rescind), rules, regulations and personnel policies, except where limited by this Agreement and provided that such rights will not be exercised so as to violate any of the specific provisions of this Agreement. The Employer's right to act pursuant to this Article continues to be in effect following expiration of this Agreement.

#### **8. Strikes and Lockouts Barred**

1. There will be no lockouts on the part of the Employer, or suspension of work on the part of employees. This Agreement is a guaranty that for its duration there will be no strikes, picketing, or lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.
2. If an employee encounters a labor dispute picket line at an assigned work location, the employee must immediately contact their supervisor. The Employer and the Union will confer about appropriate actions to ensure employee safety and the completion of Prosper Portland's work.
3. ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line, will be deemed to be engaged in a prohibited strike.



## 9. Union Representation; Labor Management Committee

The Council Representatives of the Union will have access to the Employer's operations, provided they do not unreasonably interfere or cause workers to neglect their work. Council Representatives will notify the Human Resources Director/Manager of the general purpose of any visit prior to entering the Employer's operations.

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, however, that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also 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 shop steward or Union officer will notify their supervisor prior to performing such grievance-related activities. Such employee(s) will notify their immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) will suggest an alternative, mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on the Employer's time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward and/or the Union officer having direct responsibility for them.

All Union requests for information from the Employer must be submitted in writing to the Human Resources Director/Manager. All Employer responses will be made by either the Human Resources Director/Manager or their designee.

2. **Shop Stewards.** It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The Union will provide and maintain a list of designated shop stewards to the Employer. The Employer will not discriminate on account of the proper performance of the steward's duties against a steward in the matter of layoff or rehire or discharge.

The Union will have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Level Two of the grievance procedure, and the matter will be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

3. **Consultation, Negotiations and Meetings.** Consultation, negotiations and meetings with the Employer representative will be carried out at times mutually acceptable, and each party will in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the Employer's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants will suffer no loss of pay for time actually spent in the activity or for reasonable travel time to and from the activity. Where such issues impact more than one employee, a reasonable number of employee spokespersons may attend on Employer time.

4. **Employee Rights.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and will not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity does not interfere with employees in the performance of their duties.

Human Resources will maintain one official personnel file for each employee; however, confidential personal health information may be kept in a separate file for such employee. All disciplinary actions will be maintained in the official personnel file. Any employee will be allowed to examine their personnel file(s) upon request. Employees must schedule arrangements to review their personnel file(s) with Human Resources. An employee will be made aware of any information placed in their personnel file(s). Employees will be allowed to make copies of items in the personnel file(s) at the Employer's expense.

All written working rules or regulations affecting the working conditions of any employee covered by this Agreement will be provided to the Union. The Union and the Employer will meet immediately on any rule or regulation which could be in conflict with this Agreement or that impact employees' wages, benefits or working conditions. It will also be the responsibility of the Employer to inform employees of all rules and regulations which affect them as employees.

5. **Labor Management Committee (LMC).** The Employer and Union agree to establish a Labor Management Committee to investigate, study and discuss possible solutions to mutual problems affecting labor-management relations.
- a. **Membership.** The LMC will consist of an equal number of represented employees and management staff, and the number of members will be mutually agreed upon by the parties. Each party will appoint its own representatives; however, at a minimum, union representation will include the President or Vice President, and management representation will include a Director and a Human Resources representative. It is recognized that a continuity of membership is important for the LMC's success.
  - b. **Meetings.** Such meetings will generally be held monthly unless otherwise agreed to by the parties. Each party will advise the other at least two working days prior to such meetings as to the topics to be discussed. If there are no topics to be discussed, the meeting will be cancelled by mutual agreement. No grievances will be discussed, and no bargaining will take place. However, topics that could lead to grievances may be discussed. The LMC functions in an advisory capacity only, except with respect to Education and Development Fund requests, which the LMC approves or disapproves pursuant to Article 29 of this Agreement, it is understood that recommendations growing out of these meetings are not binding. Feedback from Prosper Portland's Executive Team concerning LMC recommendations will be shared with the Committee in a timely fashion.
  - c. **Meeting minutes.** Topics will be recorded in writing as they are discussed. Any procedures or recommendations developed from these meetings will be

communicated to the proper group, i.e., department, committee, Union membership, etc. Drafts of meeting minutes will be refined by one designated representative from each party and approved by LMC members.

- d. **Expenses.** The Employer will not deduct time spent by an employee who is released from scheduled work hours to attend a meeting of the LMC. Any expenses agreed to and recommended by the Labor Management Committee will be equally paid by the Employer and the Union, subject to the approval of the Union’s Executive Board and Employer’s Executive Team.
6. The Employer will allow employees the reasonable use of electronic technology (such as email, intranet, the web and cloud and other connectivity), telephones, computers and meeting rooms in order to conduct Union business in a manner which is consistent with the Employer’s policies dealing with employee incidental personal use of Employer work-time, facilities and resources which involve no increased incremental cost to the Employer, or increased public expense. Use of Prosper Portland’s email system and work time associated with Union communications must not be abused, and employees will be mindful that all such emails constitute public records which may be subject to inspection and disclosure.

#### **10. Union Bulletin Boards**

1. The Employer will furnish a reasonable bulletin board space in places mutually satisfactory to the Employer and the Union. Such bulletin boards are to be used by the Union to post notices of interest to employees.
2. Such notices must be signed and dated by an officer of the Union, in good taste, and will not reflect on the integrity or motives of any individuals. “In good taste” means that the notice does not:
  - a. Have a sexual connotation;
  - b. Use a vulgar term or depict vulgar acts;
  - c. Use a term of contempt, prejudice, or hostility (or depict the same);
  - d. Use a racially, culturally, or ethnically degrading term (or depict the same); or
  - e. Use swear words or terms considered profane, obscene, or repulsive.
3. If the Employer believes that a notice does not meet the criteria specified above, it will notify the Union within five days of it being posted or within five days after receiving a complaint. Upon such notification, the Union will remove the notice. If the Employer and the Union disagree whether or not a notice meets the criteria specified above, the Human Resources Manager/Director, or their designees, and the Local President and Vice President, or their designees will meet and attempt to resolve their differences. If the Employer 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 above. If the arbitrator determines that the criteria above have been met, the notice will be re-posted.

## 11. Employee Evaluation and Performance

Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Performance issues must be identified to the employee when they arise. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior and should result in reviewing employee progress in meeting identified standards of performance and behavior.

1. All meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect. Employees are encouraged to provide feedback as part of this process. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline.
2. Discussions, evaluations or counseling by supervisors do not require the presence of a Union representative. However, if more than one manager and/or HR representative is present during an evaluation meeting or performance counseling, an employee will be entitled to Union representation if requested.
3. Performance management, performance improvement, and professional development processes, while they will vary from employee to employee, will aim to consistently improve the performance of each employee regardless of their latest performance rating.
4. A supervisor may initiate and write a Performance Improvement Plan (PIP) to improve an employee's performance. The PIP may delineate specific work and/or work-related areas to be corrected and improved; identify specific training, coaching or other assistance that the Employer will make available; and include a schedule for completing training and coaching, receiving periodic supervisor feedback, and metrics for assessing performance improvement. The parties acknowledge that a PIP is a tool whereby the Employer can communicate to an employee the areas of the employee's performance which are deficient, how the problem(s) is/are to be rectified and that failure to rectify the problem(s) may lead to disciplinary action. The parties agree that the PIP is not a disciplinary action, but a tool for the Employer to use in drawing attention to performance deficiencies and assisting an employee in successfully improving their performance. Without limiting an employee's Weingarten rights, a steward may attend employee-supervisor specific PIP-related meetings as mutually agreed upon by the Employer and the Union.
5. Failure to satisfactorily rectify the areas identified in a PIP may lead directly to discipline up to and including termination. If a disciplinary action is taken as a result of failure to satisfactorily rectify the areas identified in a PIP, the Employee will have the rights set forth in Article 12 regarding Discipline/Discharge.
6. An employee will receive a copy of any employee evaluation review and/or PIP, and the employee will provide the Employer with an acknowledgment that the employee has received such review/PIP. Any rebuttal to an employee's evaluation review/PIP will be, upon request of the employee, attached to the review/PIP and placed in the employee's

personnel file. Such rebuttal must be provided to the Employer within fifteen (15) work days following receipt of the evaluation review/PIP.

7. At no time will a represented employee be supervised by or have their performance evaluation conducted by a non-Prosper Portland employee or representative.

## **12. Discipline/Discharge**

1. Disciplinary actions or measures will include only a documented verbal warning, written reprimand, final written warning, demotion, suspension and discharge. Any disciplinary action or measure imposed upon an employee (but not an employee serving an initial new hire Trial Service Period) may be processed as a grievance through the regular grievance procedure. Coaching that has been documented by the supervisor is not discipline and may precede the imposition of discipline.
2. The Employer will not discipline any employee who has completed their probationary period without just cause. If the Employer feels that there is just cause for discipline, the employee involved and, unless otherwise requested by the employee, the Union, will be provided with a written notice of the disciplinary action.
3. Investigation of incidents, events, and conduct which may lead to possible discipline must commence within fourteen (14) days of the occurrence and diligently pursued to completion. If the Employer has reason to discipline an employee, it will be done in a manner that will not embarrass the employee before other employees or the public. The employee will be told the specific issues and given the information forming the basis for such action. The employee will also have the opportunity to respond to the issues. If the Employer has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee will be given the option of having a Union representative present at any such discussion. Written disciplinary actions will not be posted; however, this does not preclude the Employer from notifying managers and employees when restrictions are applied to an employee as a result of discipline.
4. If the Employer believes that there may be just cause for suspension, demotion or discharge, the employee and the Union will be advised in writing of the range of discipline being considered and the nature of the offense(s) for which the employee may be disciplined, specifying dates, locations and the particular nature of the offense committed by the employee.

The Employer will meet with the employee and/or the Union within seven (7) days and allow the employee and/or the Union to present to the Employer in a reasonable amount of time any information considered relevant, verbally or in writing. The Employer will consider all information presented by the employee and/or the Union in connection with the investigation in the final determination of appropriate discipline. Until the Employer's final determination is made, if an employee has been placed on administrative leave that leave will be with pay.

5. In the event the Employer suspends, demotes or discharges an employee, the Union may initiate a grievance per Article 13 Grievances, Complaints and Arbitration, at the highest step before mediation.
6. At the request of the employee or a Union representative, disciplinary material, except for workplace harassment, employment discrimination or threatening workplace behavior, will be expunged from the employee's personnel file two (2) years or thereafter from the date the material was entered, provided that the employee has received no other disciplinary action.

At the request of the employee or a Union representative, workplace harassment, employment discrimination or threatening workplace behavior disciplinary materials will be expunged from the employee's personnel file four (4) years from the date the material was entered, provided that the employee has received no other disciplinary action. The Employer may elect to remove disciplinary material from an employee's personnel file prior to the end of the two- or four-year period, as applicable.

All documentation of discipline must be dated. Employees will have the opportunity to sign an acknowledgement of receipt for any disciplinary notice. Employees will have the right to attach a statement of rebuttal to any disciplinary notice placed in their personnel file within fifteen (15) days of receipt.

7. Any employee found to be unjustly suspended or discharged will be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment, unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.

### **13. Grievances, Complaints and Arbitration**

1. To promote better Employer/employee relationships, all parties pledge their immediate cooperation to settle any grievances that might arise out of the application of this Agreement, and the following procedure will be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement. For purposes of this procedure, a grievance is defined as a contention that there has been a breach of specific provision of this Agreement or a change in the application of an established Prosper Portland policy affecting a mandatory subject(s) of bargaining which has been adopted by the Executive Director without required bargaining.
2. If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the Employer 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.

### 3. Procedure

- a. **Time Limits.** It is important that grievances be processed in a timely manner. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement. Failure by the Union to move the grievance to the next level within to the time limits set forth in this procedure will constitute a waiver of the right to pursue that grievance further. Failure by the Employer to respond in writing within the time limits at each level will render the grievance automatically appealed to the next level in the grievance procedure.
- b. **Informal Level.** Before initiating a formal written grievance at Level One, the employee will attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit within seven (7) calendar days of the incident. If the immediate supervisor is not available, the employee will contact the manager of the immediate supervisor within the same chain of command. The employee will notify the Union, and a representative of the Union 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.
- c. **Level One — Department Director or Designee**
  - i. If a dispute is not resolved at the informal level, the employee or the Union may file the grievance in writing on the AFSCME form to the department director or designee within fourteen (14) calendar days after the claimed violation.
  - ii. The grievance statement must specify the provision(s) of this Agreement allegedly violated, a concise description of the violation, and the remedy sought, and it must be signed by the employee(s) and/or by the Union. The grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in preparing the grievance statement and providing information regarding the grievance.
  - iii. The parties will meet to discuss the grievance with the appropriate department head or designee to whom the grievance is submitted, who will communicate their decision, along with the reasons therefore, to the employee and the Union in writing within fourteen (14) calendar days after having received a timely appeal to Level One.
- d. **Level Two — Human Resources**
  - i. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to Human Resources at Level Two within fourteen (14) calendar days after receiving notice of the Level One decision.
  - ii. The Union or the grievant with the concurrence of the Union will have the right to perfect the grievance prior to Level Two with the understanding that

the right to perfect is limited to the substantive issues previously raised in the grievance.

- iii. The Union will have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Level Two of the grievance procedure (see Article 9 of this Agreement) no later than fourteen (14) calendar days after the claimed violation.
- iv. The Union will have the right to initiate a grievance involving a violation of the language of this Agreement at Level Two.
- v. The appeal will include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- vi. Upon timely filing, the written grievance will be discussed between the employee, the Union and the Director/Manager of Human Resources or their designee within seven (7) calendar days after filing. The Director/Manager of Human Resources or their designee will respond to the grievance within fourteen (14) calendar days after the grievance has been filed at Level Two.
- vii. Upon the timely filing of the written grievance as specified herein, the Union will have the sole discretion as to the processing of such grievance and will have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

**e. Level Three — Executive Director**

- i. If the employee or the Union is not satisfied with the disposition at Level Two, the employee or the Union may request a review by the Executive Director of the Level Two decision within fourteen (14) calendar days after receiving the Level Two decision. No later than seven (7) calendar days after receiving the request for review, the Executive Director may either uphold or overturn the Level Two decision or agree to meet as set forth below.
- ii. If not previously perfected pursuant to d.ii., above, the Union or the grievant with the concurrence of the Union will have the right to perfect the grievance prior to review by the Executive Director with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.
- iii. A grievance involving a suspension, demotion or discharge must be filed directly to Level Three no later than twenty-one (21) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- iv. The request for review must include a copy of the original grievance, the decision rendered at Level Two, a concise statement of the reasons for the review, and the specific relief requested.



- v. The Executive Director will meet to discuss the written grievance with the employee and the Union within fourteen (14) calendar days after the filing of the request for review. The Executive Director will respond to the grievance no later than seven (7) calendar days after the meeting to discuss the grievance.

**f. Level Four — Mediation**

- i. If the Union is not satisfied with the Executive Director’s Level Three decision, then upon mutual agreement, the grievance may be referred to the Employment Relations Board for mediation or if the parties agree, then to a private mediator.
- ii. The costs of the mediator will be equally split between the parties.

**g. Level Five — Arbitration**

- i. If the Union is not satisfied with the Executive Director’s decision at Level Three, and after any mediation at Level Four, the Union will have the right to refer the matter to arbitration. If the Union elects to do so, it must notify the Human Resources Director/Manager of its decision in writing within thirty (30) calendar days after either the Executive Director’s Level Three response or thirty (30) calendar days after the close of mediation, as applicable.
- ii. After the grievance has been referred to arbitration, the parties or their representatives will jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties will select an arbitrator from that list by such method as they may jointly choose, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party will strike the first name objectionable to it, and the Employer will then strike the first name objectionable to it, etc. The final name left on the list will be the arbitrator.
- iii. The arbitrator’s decision will be final and binding, but the arbitrator will have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration must be within the scope and terms of this Agreement and must be in writing. The arbitrator’s jurisdiction in any discipline grievance must include the ability to fashion any make whole remedy the arbitrator deems consistent with this Agreement and just cause.
- iv. The losing party will pay the arbitrator’s fee. All other expenses will be paid by the party incurring them.
- v. The time limits specified herein are jurisdictional unless waived in writing by mutual agreement of the parties. The Union has the sole authority to determine whether to submit a grievance to arbitration. Any decision or settlement of the grievance between the Union and the Employer’s

representative at the level where the grievance was resolved in good faith will be binding on all parties.

- vi. The parties will make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

#### **14. Pay Day**

1. Pay day will be bi-weekly. If the Employer changes the intervals between pay days, the Labor Management Committee will be provided at least thirty (30) days advance written notice, and an opportunity for discussion during that thirty (30)-day period.
2. In case an employee is laid off, quits or is discharged, they will receive their pay in compliance with State law.
3. Upon request by an employee, the Employer will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay.

#### **15. [Reserved]**

#### **16. Clothing Allowance**

If an employee is required to conduct property or construction inspections, and that employee's clothing is damaged during the performance of such duties, the employee will be eligible for reimbursement from the Employer for the reasonable cost of such clothing, up to a maximum of \$250 per year.

In addition, the Employer will provide any employee-specific clothing required to be worn by bargaining unit members at no cost to the employee.

#### **17. Tools**

The Employer will furnish and maintain all tools or equipment and safety clothing or equipment that the Employer requires the Employee to have to perform the Employee's job functions.

#### **18. Inclement Weather/Hazardous Conditions**

1. **Notice.** In the event of inclement or hazardous conditions that may close or delay the opening of the Employer's work sites, the Employer will maintain an administrative policy that will determine how employees will be notified of any decision for office closure, late opening or early closure.
2. **No Closure.** If Prosper Portland's physical office premises are open, employees will use their best judgment and contact their manager regarding whether they are able to commute to Prosper Portland's physical office or whether they will work virtually. Employees electing to work virtually (rather than commuting) will work virtually if work is available. If no virtual work is available, see Section 5 below.
3. **Closures Announced Prior to the Start of the Workday.** When Prosper Portland's office premises are closed for the full workday, employees will work virtually, unless

management has also made the decision to close Prosper Portland for virtual work for all employees due to emergencies affecting power and internet throughout the City. If both the physical and virtual office are closed, all employees will be paid for their normal workday.

4. **Partial Day Closures Announced Prior to the Start of the Workday.** When a late start is announced for Prosper Portland’s office premises, employees will work virtually for the beginning of the day and will receive credit for any time spent commuting to the office.
5. **Closures Announced After the Start of the Workday.** Employees who are in the office premises will work virtually for the remainder of the workday.
6. **Late Arrivals and Absences; Time Worked and Time Reporting.** If any employee is unable to work virtually due to home power or network outage, to provide care for family members due to closure of care services, or for other circumstances outside of the employee’s control related to the inclement weather incident, employees may request and the Employer may approve the use of health & safety, or vacation leave, or leave without pay, to cover such time lost. In addition, with their manager’s approval, non-exempt employees may make up lost time by working additional hours within the same pay period (provided that such additional work does not result in overtime pay).

### **19. Professional Differences of Opinion**

The Employer encourages staff to express their professional opinions and encourages an open and free exchange of ideas and opinions.

No retaliation or discrimination will occur against any employee for expressing a differing professional opinion in a professional and respectful manner (as per the Employer’s Administrative Policy regarding Professional Conduct and Ethics). However, once a final decision is reached on any matter, all employees are expected to professionally represent the Employer’s position, decision or action publicly.

### **20. Whistle-Blowing**

The parties recognize the importance of public accountability and transparency and that whistle-blowing is appropriate in response to unlawful or unethical actions.

As such, Employer encourages any employee who observes significant unlawful or unethical actions by an Employer official (which is understood to be an employee or board member of Prosper Portland) to make a good faith report of such actions in a timely manner to their supervisor, department head, the Human Resources Department, Executive Director, or Board Chair. The Employer encourages any employee who observes significant unlawful or unethical actions by any external party (such as employees of the City of Portland) to report those actions to any appropriate body, including the Portland City Auditor’s Office.

Retaliation of any kind based upon good faith reports of unlawful or unethical conduct is strictly prohibited by Prosper Portland policy and Oregon law.

## **21. Jury Duty/Witness Leave**

1. An employee who is summoned or subpoenaed by a court or administrative agency for the purpose of serving on a jury or appearing as a witness will be placed on paid Jury/Witness Duty Leave for the period covered by the summons or subpoena, and any involuntary extension thereof.
2. Employees are responsible for notifying their supervisor immediately upon receipt of a summons or subpoena so that arrangements can be made for coverage during their absence. Employees serving on jury/witness duty must keep their supervisor informed of their status and of any changes in the projected return to work date.
3. An employee who serves on jury/witness duty must provide documentation confirming such service.
4. If an employee is excused or dismissed prior to the end of the work day, they will report back to work if practical.
5. This benefit does not apply to personal litigation.

## **22. Bereavement Leave**

An employee absent from duty by reason of the death of an immediate family member will be allowed three (3) days of paid bereavement leave without deduction of pay on account of such absence. "Immediate family member" is defined as the employee's spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner or where the employee is a legal guardian.

An additional two (2) days of paid bereavement leave will be allowed for necessary funeral travel time in the event of a death of an immediate family member. An employee may extend a bereavement leave through the use of any additional accrued leave. Approval for such time will be made by the employee's immediate manager or their designee and will not be unreasonably denied.

For any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, such leave of absence may be granted by the Human Resources Director/Manager.

When an employee attends the funeral ceremony for a fellow Prosper Portland employee or retiree, they will be granted four (4) hours of time off with pay to attend such funeral ceremony, subject to the needs of the operation.

## **23. Other Employment; Volunteering**

1. Outside employment by Prosper Portland employees is not permitted if it adversely impacts the employee's work at Prosper Portland, may violate Prosper Portland's rules

on Professional Conduct and Ethics, or if it may create a conflict of interest with the employee's job at Prosper Portland.

Outside employment will not:

- a. Involve the use of Prosper Portland time, facilities, equipment or supplies, or the influence of employee's position with Prosper Portland; or
- b. Involve the receipt of money or other consideration for duties performed as a Prosper Portland employee; or
- c. Involve competing with Prosper Portland in providing a service or product; or
- d. Involve such time demands as would render performance of the employee's duties less efficient or take precedence over Prosper Portland duties.

An employee will report to, and consult with, Prosper Portland's Chief Conflicts Officer before commencing an employment endeavor that might reasonably be perceived as i) bordering on a violation of any of the prohibitions above or ii) otherwise give the appearance of impropriety.

2. **Community Volunteerism and Learning.** Union members are encouraged to be active participants in the community through volunteering, learning, and networking. When such activities occur during regular working hours, an employee will work with their supervisor to ensure coverage for their participation.

The employee generally will not be paid for volunteer activities that occur during regular working hours. A nonexempt employee, however, will have up to six (6) paid hours per year available for volunteer activities as approved by their supervisor. Managers are encouraged to use volunteer activities as team-building activities during regular working hours.

#### **24. Hiring: Vacancies, Job Postings & Trial Service Periods**

1. **Filling of Vacancies.** This Article will apply to the filling of all vacancies of a position covered by this Agreement and will operate simultaneously with the filling of vacancies to avoid layoff as provided in Article 26, Section 8. However, the filling of vacancies pursuant to Article 26, Section 8 will have priority over the filling of vacancies pursuant to this Article.
  - a. A vacancy does not exist when duties are reassigned among employees in the same classification in a work unit.
  - b. A vacancy does not exist upon the reclassification of an employee.
  - c. A vacancy does not exist if there is an employee on the layoff recall list who was employed in the classification which needs to be filled.

All vacancies for positions covered by this Agreement will be posted. Direct appointments by the Executive Director per Employer policy are exempted from these provisions, but in such case, only an internal candidate can be selected for a position covered by the

Agreement. If the Executive Director makes a direct appointment as described above, the Union will receive written notice of such appointment.

2. **Trial Service Period.** The Trial Service Period is an extension of the screening and selection process intended to confirm the validity of a hiring decision. While on a Trial Service Period the employee will not be subject to the Performance Management Program reviews, such as the mid-year and year-end evaluations.
  - a. **Internal Hire Trial Service Period.** Should an internal applicant be selected for a new position as a result of either a competitive recruitment process or a direct appointment, the employee will serve a Trial Service Period not to exceed ninety (90) days in order to demonstrate their ability to fulfill the requirements of the new position. The Employer will guarantee the vacancy in the employee's prior position only during this 90-day Trial Service Period.
  - b. The new hire Trial Service Period for internal hires may be extended for a period not to exceed ninety (90) days. It is understood that during this second Trial Service Period, the employee's prior position may be filled.
  - c. If, at any time until the end of the Trial Service Period(s), either the hiring manager or the employee determines that it is not in the best interest of the employee to continue in the new position, the employee may return to the prior classification and position, if it exists and is vacant. The Employer will notify the Union when an employee's Trial Service Period is extended, or an employee is returning to their prior classification.
  - d. **External Hire Trial Service Period.** Should an external applicant be selected for a position, the new hire will serve a Trial Service Period of one hundred eighty (180) days during which the newly hired employee is evaluated by their supervisor to determine whether the employee will continue employment by the Employer after the Trial Service Period. The new hire Trial Service Period may be extended by the Employer for a period not to exceed ninety (90) days. The Employer will notify the Union whenever an employee's Trial Service Period is being extended.
    - (i). By the ninetieth (90th) day of the new hire Trial Service Period, the supervisor will provide the newly hired employee with a written evaluation of the employee's job performance and in particular describe what duties/responsibilities are being performed at an acceptable level, what duties/responsibilities, if any, need improvement and what steps the newly hired employee needs to take to demonstrate successful job performance prior to the end of the new hire Trial Service Period.
    - (ii). If the supervisor does not complete the 90-day written evaluation or advise the newly hired employee prior to the end of the new hire Trial Service Period as to whether or not the Trial Service Period has been successfully completed or not, the employee will be deemed to have successfully completed the new hire Trial Service Period and the employee's status will change to regular employee.

- (iii). The new hire Trial Service Period may be extended for any period of time off exceeding one (1) week in duration.
  - e. Nothing in this Agreement will limit the Employer’s right to terminate the new hire’s employment during the Trial Service Period, and such termination will not be subject to the grievance procedure.
  - f. During a new hire Trial Service Period, supervisors are expected to provide regular and constructive communication to employees about their job performance.
- 3. **Internal Postings.** When the Human Resources Department receives a job requisition for a new position, it will send a notification of the upcoming recruitment to all staff. All vacancies for positions covered by this Agreement will be posted internally for a period of at least one (1) week. The posting will state the position, title, duties, and rate of pay. Employees eligible for recall will be notified of the vacancy pursuant to the procedures set forth in Article 27, Section 4.
  - a. At the end of the internal posting period, Human Resources will review the pool of internal applicants who have applied for the vacant position and, based on the knowledge, skills and abilities outlined in the position’s job description, forward those applicants who are deemed qualified to the hiring manager. For those internal applicants not qualified, Human Resources will prepare a written summary for the applicant of the reasons they were not deemed qualified.
  - b. Any internal applicant not selected to fill the vacancy after an interview will be given an explanation why the applicant was not selected along with steps that can be taken to better position them for future advancement opportunities. The explanation will be given in writing to the internal applicant, at the request of the internal applicant.
  - c. First consideration in filling vacant positions covered by this Agreement will be given to qualified applicants from within the Employer’s current workforce and will consider internal development opportunities.
  - d. The hiring manager may proceed with an external recruitment, upon the close of the internal posting period, based on a good faith belief that a more competitive field of qualified candidates will exist by interviewing both internal and external applicants.
- 4. **External Postings.** External postings will be posted for a period determined appropriate by the Human Resources Director/Manager. Once the external posting is started, qualified internal candidates will continue to be considered for the position and may supplement and/or update their application materials during the period in which the external posting is open. All qualified internal applicant(s) who meet the minimum qualifications for the position as contained in the position’s job description will be automatically included in the first round of interviews.
- 5. **Selection.** After interviewing all qualified internal, and if appropriate, qualified external candidates for a position, the hiring manger will, in good faith and for reasons not arbitrary or capricious, select the candidate they deem best qualified for the position.

## 25. Reclassification

Reclassification occurs when an employee's job duties and/or responsibilities have significantly and materially changed in scope, difficulty or responsibility from their existing job classification, or are being changed on an ongoing basis due to business needs, and a more appropriate classification for the position has been established.

Either the employee or the employee's manager may initiate a request to review a job classification through an employee reclassification process, as described below:

1. For a reclassification to be considered, at least one of the following situations must exist:
  - a. a significant amount of the duties and/or responsibilities currently performed by the incumbent are not contained in their current job description; or
  - b. a significant amount of the duties and/or responsibilities currently performed by the incumbent are at a level less or higher than that contained in the current job description; or
  - c. imminent restructuring of the position will occur because of management's decision to change the objectives and nature of the work to be performed.

In addition, there must be a demonstrated need that the additional or new work will become part of the employee's job.

2. The reclassification is not intended, nor should it be used, as a means for promoting or rewarding an employee, or to avoid open competitive bidding for a vacant position; nor will any employee be laid off because of a position reclassification.
3. Prior to a reclassification request being submitted to Human Resources, the employee and the employee's manager will meet to discuss the request. The employee may have a union steward present at the meeting and the outcomes of the meeting will be documented and dated in writing.
4. The person initiating a reclassification will provide Human Resources with a written explanation using the forms and process designated by Human Resources. Human Resources will send a copy to the Union within seven (7) days.
5. Human Resources will review and verify the information contained in the request and within thirty (30) days after receipt of the reclassification request will communicate the findings and results of their review and final decision in writing to the employee, the manager, and the Union. Human Resources will provide the Union with advance notification of any interviews with, or information to be solicited from the impacted employee, and the Union may be present during any interview of a represented employee by any representative of the Employer regarding a review of their classification.
6. When a reclassification is approved, the job description will be revised to reflect the new duties. Human Resources will provide the Union with a copy of the revised job description, all reports or analysis developed and used in the reclassification review, and the assigned pay range within seven (7) days after the approval. The Union will have fifteen (15) calendar days from receipt to request bargaining on the assigned pay range.



Notwithstanding any request to bargain, the employee will immediately start receiving the assigned pay rate as designated in Section 7 below, subject to possible adjustment through bargaining.

7. If a reclassification results in an employee moving to a higher pay range, the employee will be moved to the step in the new range that is closest to, but no lower than, the employee's current pay rate. The Employer has the discretion to move the employee to an additional step over and above the placement described above. The effective date of the pay adjustment will be the first pay period following submission of the reclassification request or the date identified in the Human Resources findings, whichever is the earliest; with a maximum retroactive period of three months.
8. If a reclassification results in an employee moving to a lower pay range, the employee's pay will be "red-circled/frozen" if it exceeds the top step of the new range until the range maximum exceeds that amount through subsequent cost-of-living adjustments to the pay range.
9. If a reclassification results only in a revised job description, with no change in pay range, the employee will receive no pay adjustment.

## **26. Layoff**

1. The Employer is committed to making a good faith effort to avoid the layoff of represented employees, including:
  - a. Predicting the need for workforce reductions and layoffs sufficiently in advance of the effective date to allow for transition planning such as, reassignment of individual employees to existing or proposed budgeted vacancies or temporary assignments where qualified, and re-training, voluntary movement, and other similar strategies that may minimize staff layoffs.
  - b. Notifying the Union when a workforce reduction is being contemplated, at least 30 days prior to any layoff.
  - c. Prior to layoff, upon request of either the Employer or the Union, representatives of the parties will meet to discuss cost-saving suggestions and alternatives to layoff or other service reductions.
  - d. If the Employer considers possible layoffs, the Employer may reopen for bargaining any of the provisions within Articles 35 and 39 prior to commencing layoffs. Nothing in this Article will preclude Employer from proceeding with layoffs prior to the completion of any such reopened bargaining, provided the parties have bargained for at least ninety (90) days.
2. Nothing in this Article is intended to restrict the prerogative of the Employer to determine the financial necessity of service reductions, the form of the reductions, or the elimination of positions.

3. For purposes of this Agreement, a “layoff” or “reduction in force” is defined as an involuntary removal from active work status in an employee’s classification for reasons unrelated to job performance.
4. For purposes of this Agreement, “Seniority” is defined as the length of an employee’s service in positions that are or would have been within the bargaining unit.
  - a. Employees who leave the bargaining unit for another position with the Employer will have seniority credit for previous service in the bargaining unit. These employees are prohibited from bumping back into the bargaining unit but may return to a vacant position.
  - b. For purposes of layoff and recall, service time will be broken, and accrued Seniority canceled, by resignation, dismissal for cause, leave of absence exceeding one year (unless otherwise required by law), or retirement.
  - c. Seniority will accrue while on the Recall List and approved leaves of absence.
  - d. A tie in Seniority between one or more employees will be broken and greatest and lowest Seniority determined by calculating the length of total service time each employee has with the Employer. If there continues to be a tie after this calculation, then greatest Seniority will be determined by random draw.
5. For purposes of this Article, “classification” refers to the classification name listed in Schedule A.
6. The layoff procedure will occur in the following manner:
  - a. The Employer will determine the specific position(s) in a classification to be eliminated and the employee(s) with the lowest Seniority in that classification will be notified of layoff. Any notice of layoff to a represented employee will be in writing and presented in person jointly by representatives of the Employer and the Union, at which time the employee’s rights and benefits per this Agreement and any other related policy or law will be explained to the employee and provided in writing. The Employer will notify the Union of the Seniority of all employees in all affected classifications in writing.
  - b. Temporary workers performing the work in classifications for which a notice of layoff was given will be terminated prior to soliciting volunteers, or the layoff of trial service or regular employees.
  - c. An employee and the Union will be given written notice of layoff as far in advance as possible but not less than thirty (30) calendar days before the effective date, stating the reasons for the layoff. At the time a notice of layoff is given, the Employer will solicit for and identify eligible volunteers to take layoff in lieu of the identified employee(s) as determined below:
    - i. Volunteers working in the same classification(s) for which a notice of layoff was given, and/or
    - ii. Volunteers working one level down; then two levels down within the current job family of the employee being laid off in a classification in which the

Employer has determined the employee meets the skills, knowledge and ability requirements for the classification, as contained in the classification job description and is qualified to perform the work, and/or

- iii. Volunteers working in a classification in which the identified employee(s) has previously worked in for Prosper Portland in which the Employer has determined that the identified employee(s) meets the skills, knowledge, and ability requirements for the position, as contained in the position's job description.
  - d. Volunteers will have seven (7) business days from the date of notification to self-identify in writing. If more employees self-identify than are needed, the Employer will give preference to employees with higher Seniority.
  - e. Any employee identified to be laid off or displaced will, in order of Seniority, have the option of moving into the position currently occupied by an eligible volunteer, with the volunteer being laid off in lieu of the identified or displaced employee; or exercise their options listed in Section 7 below.
7. If there are no eligible volunteers, or the volunteer option is not chosen by the laid off or displaced employee per Subsection 6(e) above, employees receiving a layoff notice per Section 6 above, or as a result of displacement by this section will have seven (7) business days from the date of notification in which to select one (1) of the following options in the descending order as listed below, and provide the Employer with written notice of their selection.
- a. Request and/or accept placement in a current vacant represented position within the same classification provided the vacancy is authorized for recruitment; OR, if no such position exists, then
  - b. Request displacement of the least-senior represented employee in the following order, provided the Employer determines that the employee meets the skills, knowledge and ability requirements for the position, as contained in the position's job description:
    - i. in a classification in the same pay range in the current Job Family; then if no position exists,
    - ii. in a classification one level down in the same Job Family; then if no position exists,
    - iii. in a classification two levels down in the same Job Family. In this case, a represented employee being displaced will also have rights to the layoff options of this Article; OR, if no such positions exist, then
  - c. Request displacement of the least-senior employee in a represented classification either previously held by the employee being laid off or substantially similar to a represented classification previously held by the employee provided the Employer determines that the employee meets the skills, knowledge and ability requirements for the classification, as contained in the classification's job description and remains

- qualified to perform the work. In this case, a represented employee being displaced will also have rights to the layoff options of this Article; OR
- d. Accept layoff and recall rights.
8. Employees designated for layoff may apply for placement in any active recruitment for a position within Prosper Portland for which the employee believes they are qualified. The employee will be considered with other internal or external applicants pursuant to Article 24 (Hiring).
  9. Employees who change classifications will serve a new ninety (90) calendar day Trial Service Period. Employees who fail to successfully complete this Trial Service Period will be placed on layoff status and any displaced employee will be recalled to their previous position.
  10. In implementation of any displacement per this Article,
    - a. A represented employee may only displace another represented employee with less Seniority.
    - b. A Limited-Term represented employee may only displace another Limited-Term represented employee with less Seniority.
    - c. If a displaced employee is working less than full-time, the employee displacing this employee will work only the number of hours per week as the displaced employee, unless more hours are mutually agreed to by the Employer and Union.
    - d. If an employee working less than full-time displaces someone working full-time, the remaining employee will convert to full-time and will work forty (40) hours per week, unless fewer hours are mutually agreed to by the Employer and Union.
    - e. If any employee elects to exercise their bumping rights under this article into a classification with a lower pay range, the employee will receive the rate of pay in the pay range that is the same as or closest to, but no more than, the employee's current pay rate.
    - f. Level down refers to a position with the next lower pay range than that of the laid off or displaced employee for which that employee is eligible to move.
    - g. Vacancy means positions that are budgeted and approved for recruitment.
    - h. If two employees have the right to displace the incumbent in the same position, the employee with the greater Seniority will have the first right to displace the incumbent which may affect the displacement rights of the less senior employee.
  11. Recall List. Per Article 27, Section 1, the Employer will maintain a "Recall List" of all employees who have been laid off per this Article.
  12. Employees who would otherwise be eligible for retirement from the Oregon Public Employees Retirement system or to receive Social Security retirement benefits may elect to retire in lieu of layoff.
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13. For purposes of Sections 26(6) and 26(7) above, the “classifications” and “job families” referred therein, will be those set forth in Schedules A and B hereto, as the same may be updated from time to time during the term of this Agreement.

## **27. Recall**

1. Employees will remain on the layoff Recall List for a period of three (3) years unless otherwise previously recalled to the classification from which layoff occurred, or until employment in another position other than a Temporary Worker. Employees on the layoff Recall list will be responsible for maintaining current contact information with the Employer, including periods during which contact may be limited, such as vacations away from mail or email.
2. When the Employer has need for a Temporary Worker, the Employer will give first consideration to employees on the Recall List prior to the Employer seeking non-Prosper Portland applicants.
  - a. The Employer will provide notice of a temporary work opportunity to all individuals on the Recall List to the employee’s last known mailing address and by email to the employee’s last known email address, with simultaneous notification to the Union.
  - b. Unless the notice states a longer period of time, individuals receiving this notice will have three (3) business days after the mailing and/or emailing of the notice to indicate their interest to the Employer.
  - c. An employee may refuse a temporary assignment without prejudice.
  - d. If one or more employees are willing to perform the work and possesses the minimum qualifications necessary to perform the work as determined by the Employer, the Employer will select whichever employee they consider to be the most qualified.
3. An employee on the Recall List will be recalled when a vacancy occurs in the classification from which they were laid off or would have had bumping rights if the employee had greater seniority than the incumbent. If more than one employee has been laid off from the same classification, recall will be on a strict seniority basis.
  - a. The Employer will provide notice of a recall opportunity to an eligible employee on the Recall List by Certified Mail to the employee’s last known mailing address and by email to the employee’s last known email address, with simultaneous notification to the Union.
  - b. If the recall is to the classification which the employee held at the time of layoff, the employee will receive the rate of pay which they would be receiving as if they had been continuously employed. If the recall is to a position for which the employee had bumping rights, the employee will receive the rate of pay which they would be receiving as if they had exercised bumping rights (see Article 26 Layoff, Section 10).
  - c. Unless the notice states a longer period of time, an employee will have ten (10) business days after the mailing and/or emailing of a recall notice to accept the offer and will report to work thereafter as directed by the Employer (which, if requested by

the Employee, will be no sooner than ten (10) business days after acceptance is received by Employer). The Employer will provide prompt notification to the Union of an employee's decision whether or not to accept the recall offer.

- d. If the employee does not accept the offer within the specified time period, they will be removed from the Recall List. The Employer may commence a posting and/or external recruitment during the ten (10) business day period, but such recruitment will be terminated if the recalled employee accepts the offer.
4. Employees on the Recall List will have the same rights to receive email notices of all posted represented and non-represented job recruitments, and to apply for such positions, as do Prosper Portland internal candidates as described in Article 32 and Prosper Portland Personnel Policies. Employees on the Recall List will be treated as Prosper Portland internal candidates when they respond to job postings pursuant to Article 32.

### **28. Job Security and Outside Contracting**

1. Prior to contracting work that will result in the layoff of bargaining unit members, the Employer will provide the Union a reasonable opportunity for discussion of the matter, including alternate methods of performing the work. The Employer will provide all available cost comparisons and increased efficiencies data to the Union based on uniform specifications prior to layoff of any bargaining unit members.
2. Except in case of emergencies, a "reasonable opportunity" for Union discussion will mean a period of not less than thirty (30) calendar days beginning the date of written notice to the Union. Such written notice will contain the documentation available.
3. Emergencies will be defined as situations beyond the control of the Employer for which the Employer could not pre-plan.
4. Emergencies will not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees, unless bargaining unit employees are not available to perform emergency work in an efficient and timely manner.
5. Upon request, the Employer will provide the Union information regarding work that is contracted out. The Union will have the ability to propose bringing contracted-out bargaining unit work back in per Section 6 below.
6. Upon presentation by the Union of a plan indicating the Employer could save money or perform a job more efficiently, the Employer will review work which has been or will be contracted out to determine whether such work can be performed by bargaining unit personnel for reduced costs. The Employer retains the right to make the final decision. If bargaining unit members will be laid off as a result of outside contracting covered by this Agreement, the Employer will make good-faith efforts to try to place such employees elsewhere in the organization in lieu of such layoff.

## 29. Professional Growth & Advancement; Education & Development Fund

The Union and Employer are committed to investing in the professional development and advancement of employees.

1. **Annual Professional Growth Goals.** The supervisor will engage with the employee to check-in on potential career development goals for the coming year. As the employee expresses interest, they will work together on career development, such as identifying professional growth goals or development opportunities at the time of the employee's annual individual work plan. All goals identified should be actionable and measurable, with a clear plan as to how they will be resourced within available or budgeted resources. In addition to department training or attending conferences, the employee and supervisor may pursue opportunities outlined below.
2. **Promotional Opportunities for Members.** When there is an anticipated business need for work at a specific position as determined by the Department Director and confirmed by the HR Director/Manager, HR will send an internal notification of an upcoming recruitment, at a minimum as described in Article 24, Section 3. The employee may connect with their supervisor to discuss the opportunity and express interest. The manager will support the employee to pursue resources that would best prepare for the potential position as defined in Section 3 of this Article. The employee may apply for the position as identified in Article 24 through the internal hiring process.
3. **Education & Development Fund.**
  - a. At the beginning of the first year of this Agreement, the parties acknowledge that the Education & Development Fund balance will be that of the prior Education Fund. On or about July 1 of each year of this Agreement, the Employer will allocate up to \$20,000 to the Education & Development Fund up to a maximum fund amount of \$35,000, for use by bargaining unit employees for Education & Development Fund Programs as described below. Any amounts unspent during the fiscal year will be carried over into the subsequent year during the term of this Agreement.
  - b. In order to be eligible for participation in the program, the employee must have completed their Trial Service Period. The maximum allocation for each individual full time employee will be \$3,500 per year and will be prorated for employees working less than full time. These amounts may be used for any education or coaching assistance benefits, as determined by the Labor Management Committee, including, without limitation:
    - i. Educational Courses
    - ii. Career assessment and skills development
    - iii. Interview and resume preparation
    - iv. Leadership development
    - v. Navigating interpersonal team dynamics
    - vi. Guidance on applying for internal positions
    - vii. Professional certifications

- c. The employee is responsible for any taxes that may apply to these amounts. If, toward the end of each fiscal year of this program, the allocated budgetary amount is over \$15,000, the Labor Management Committee may make a recommendation to increase the \$3,500 per-year maximum allocation for individual employees.
- d. The Labor Management Committee will establish an application form, evaluation criteria, and decision-making process for allocation of the Education & Development Fund. Applications will be considered, and allocations made, by the Labor Management Committee.
- e. Applications will be considered on a first-come, first-served basis within the established annual budget. Applicants will first pursue department training funds, if available. The requested education programs, classes, certifications, or coaching must be business-related (i.e., they maintain or improve specific skills needed in the employee's work or will contribute to the development of expertise and knowledge directly related to Employer business).
- f. Funds allocated for a program or class that requires advance registration will be paid to the provider to secure registration. All other approved costs will be provided to the eligible employee on a reimbursement basis, unless otherwise approved by the Labor Management Committee.
- g. It is the preference of all parties that employees participate in such classes on an after-hours basis when possible. If an opportunity is only provided during work hours, the employee must obtain manager approval to arrange their work schedule to accommodate such participation prior to submitting the application to the Labor Management Committee.
- h. There will be no retaliation against any employee with respect to the use of the Education & Development Fund.

### 30. Hours of Work/Overtime

- 1. **Full-Time Employee Work Schedule.** For most full-time non-exempt employees, the regular work day will be eight (8) hours and their regular work week will be 40 hours: Monday through Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Some employees, due to the nature of their duties, may be assigned a regular work schedule with an earlier start or later end time, and/or which includes evenings and/or weekend work. All travel time for non-exempt employees will be handled in accordance with applicable state and federal wage and hour laws.
- 2. **Exempt Employee Work Schedule.** Exempt employees are expected to be generally available during normal business hours, unless the supervisor has outlined a specific schedule due to the nature of their duties.
- 3. **Part-Time Employee Work Schedule.**
  - a. Any employee designated by the Employer to work less than forty (40) hours per week will be considered a part-time employee and will be scheduled to work no more than



- five (5) consecutive days a week. The Employer will not involuntarily reduce a full-time employee to part time status.
- b. A non-exempt part-time employee who is required by the Employer on occasion to work in excess of their normal total hours per week will be paid at the appropriate regular rate for all hours worked up to forty (40) hours in the work week.
4. **Alternate Work Schedule.** A non-exempt employee may request to work an alternate work schedule so long as their regular schedule does not exceed forty (40) hours in a calendar week (i.e., Sunday through Saturday). An exempt employee may request an alternate work schedule without restriction as to hours worked in a week. Such requests will not be unreasonably denied. Prosper Portland’s HR Director/Manager may deny a request or rescind a prior approval for an alternative schedule only for one or more of the following reasons:
- i. An articulated business reason (such as workload impacts to supervisors and colleagues)
  - ii. An articulated customer service reason
  - iii. Any individual’s documented performance concerns
- a. All alternate work schedules/compressed work weeks will be continued unless discontinued by the Employer with at least thirty (30) calendar days advance notice (including the stated reasons above).
- b. Alternate work schedules include:
- i. **Alternate Shift Work Week.** A work schedule in which the employee regularly starts and finishes work at times other than the normal 8:00 a.m./5:00 p.m.
  - ii. **Compressed Work Week.** A work schedule in which a full-time employee regularly works four (4) days of ten (10) hours each in a work week (i.e., Sunday through Saturday). The employee must work the same four days every week.
  - iii. Any other alternate work schedule approved by a supervisor and the HR Director/Manager.
5. **Flexible Work Week.** Non-exempt employees may request to work fewer hours than scheduled on a day in a work week and make up for those hours by working an equivalent number of hours on another day or days in the same work week. Such scheduling is subject to supervisor approval and, regardless of any other provisions of this Agreement will not result in overtime pay. An exempt employee may request from their supervisor a flexible work week without restriction to hours worked in a week.
6. **Virtual and In-Person Work.** The Employer will maintain a physical office location and a virtual work environment. Except as otherwise permitted in this Article 30, which may include a variety of alternate work arrangements and schedules, starting September 3, 2024, non-essential employees will be required to work in the office on Tuesdays and

Wednesdays. Starting February 3, 2025, non-essential employees will be required to work Tuesdays, Wednesdays, and an additional eight (8) hours in the office each pay period. The additional eight (8) hours may be worked on any regular workday(s) of the employee's choice, except Tuesdays and Wednesdays, and may be worked on one or more days each pay period. Notwithstanding the foregoing, if a meeting with an external party is in-person, employees will attend the meeting in person even if the meeting is not on a Tuesday or Wednesday and even if the employee has already completed their additional 8 hours in the office that pay period.

7. **Remote Work.**

- a. Remote work is a mutually agreed upon work option between the Employer and employee in which the employee works virtually from an alternate worksite(s) outside of the boundaries of the Portland-Vancouver-Salem Combined Statistical Area (CSA); provided that remote work is available (such as VPN access may be accommodated, etc.).
- b. Employees who have completed their Trial Service Period and whose duties can be completed remotely may request to work remotely on an ad hoc basis for up to three (3) weeks total per calendar year.
- c. Employees will request remote work with at least 30 days notice, recognizing that there are personal circumstances where advance notice will not be possible (in which event the employee will give as much advance notice as they can). Approval for remote work is required by the employee's Department Director.

8. **Virtual and Remote Work Expectations.** Expectations of employee performance, availability, and responsiveness remain the same for employees who work virtually and remotely.

- a. Employees and their managers will develop clear expectations and goals for the work to be performed while working remotely or virtually, as they would in person.
- b. Employees are expected to work their normal work schedule and give the same attention to the performance of their job duties.
- c. Employees are expected to check email, chats, and voicemail on a regular basis and be responsive to those messages.

9. **On-Call.** A non-exempt employee will be considered "On-Call" when specifically required by a supervisor to be available for work outside their normal work schedule for a specified time period, in four (4) hour increments, but not required to be present at a Prosper Portland work site while On-Call.

- a. While On-Call, an employee will not be restricted or prohibited from pursuing personal activities so long as the employee can be readily contacted by his/her/their supervisor, is fit for reporting to work, and absent unusual circumstances, be able to report to work within a period of one-half (1/2) hour.

- b. Employees will be paid one hour pay at the employee’s straight time rate for each of the four (4) hours the employee is On-Call.
  - c. After receiving notification and reporting for work, the employee’s On-Call status will terminate, and the employee will be on regular work status and paid for all hours worked.
  - d. All travel time for On-Call employees will be handled in accordance with applicable state and federal wage and hour laws.
10. **Overtime.** All non-exempt bargaining unit employees will receive overtime compensation at a rate of one and one-half (1.5x) times their regular rate of pay for all hours worked in excess of forty (40) hours per work week.
- a. The work week, for purposes of calculating overtime, is Sunday through Saturday.
  - b. It is the employee’s responsibility that all overtime worked be recorded on the employee’s timecard.
  - c. Overtime will be reported and earned in quarter-hour (1/4 or 0.25 hour) increments (1/4 or 0.25 hour).
  - d. Unpaid leave during the workweek will not be considered as time worked for overtime purposes.
  - e. Paid leave, including holidays, will be considered as time worked for overtime purposes.
  - f. Employees may not work overtime hours, whether to be paid or subject to compensatory time off accrual, without the prior approval of the employee’s supervisor.
  - g. Overtime compensation will be reflected on the paycheck for the pay period in which the overtime week ends. If extraordinary circumstances prevent time reporting at the end of a pay period, such overtime will be paid on the next pay period.
11. **Meal and Rest Periods.**
- a. All employees will be allowed one (1) hour off work as a meal break without pay. The meal break may be reduced to no less than thirty (30) minutes by mutual agreement between the employee and supervisor.
  - b. All employees are allowed one (1) fifteen (15)-minute rest period during each four (4) hour consecutive work period.
  - c. Non-exempt employees must take a lunch break and may not exchange lunch or rest periods for hours worked, or “skip” a lunch or rest period to begin work late or leave work early.

### **31. Compensatory Time Off**

- 1. If FLSA non-exempt employees work more than forty (40) hours in a workweek, those employees will have the option of pay at the applicable overtime rate, or compensatory

time off computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.

2. Compensatory time off will be requested and approved in the same manner as vacation leave, provided however that a request made close in time to the requested time off may be granted or not by the manager.
3. If the employee terminates for any reason, the value of accrued compensatory time will be included in the employee's final payroll check.

### **32. [Reserved]**

### **33. Job Sharing**

1. In an effort to create flexibility for staff while maintaining work continuity, the Employer may employ job sharing when appropriate. Job sharing refers to a full-time position that may be held by two (2) individuals on a shared time basis whereby the individuals holding the position work less than full-time. Job sharing is a voluntary program.
2. When the Employer determines that job sharing is appropriate for a specific position, the Employer will recruit and select employees as outlined in Article 24, Hiring: Vacancies, Job Postings, and Trial Service Periods.
3. Job share employees will accrue vacation leave, health & safety leave, holiday pay, and personal holiday pay which will be prorated based on the share of hours worked as it relates to full time employment.
4. Job sharing employees will be entitled to share the full Employer paid insurance benefits for one (1) full-time position based on a prorated of regular hours scheduled. In any event, the Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee will have the right to pay the difference between the Employer paid insurance benefits and the full premium amount through payroll deduction.
5. The Employer may, at its discretion, terminate job sharing arrangements with at least twenty-one (21) calendar days' notice, or require either employee, or both, to work fulltime. In the event a vacancy exists as part of a job share arrangement, the remaining employee will have the right to assume the position on a full-time basis if they are interested. If they are not interested, the Employer will make every attempt to recruit qualified employees for the job share position.

### **34. Types of Employment; Interim Positions; Work Out of Class**

Persons in the following categories are considered employees of Prosper Portland and subject to applicable procedures, rights, and benefits contained herein, unless otherwise noted. The determination of the appropriate employment category is the responsibility of management.

1. **Regular Full-Time Employee (FTE).** An employee hired to work in a position for an indefinite period of time to perform the ongoing work of Prosper Portland (as further defined in the Personnel Policy). “Full-time” is defined as 40 hours per week. Part-time employees may be designated as a portion of an FTE.
2. **Limited-Term Employee (LTE).** An employee hired to work in a position for which there is a specific project and/or program to be accomplished in a certain period; there is no long-term budgeted FTE authorization; or the employee appointment includes a specific end date. Limited duration appointments are not to exceed twenty-four (24) months. At management’s discretion, and with notice to the Union, the term of the LTE may be extended. Human Resources will notify the Union at least 30 days before the expiration of an LTE.
3. **Appointment to a Limited-Term position.** A limited-term position may be filled with an LTE or a regular FTE employee temporarily assigned to a limited-term position. Regular FTE employees temporarily assigned to a limited-term position will have the right to return to their former position upon conclusion of the limited-term position. Regular FTE employees temporarily assigned to a limited-term position in a different classification will accrue seniority in their previous classification for the duration of the temporary appointment.
4. **Temporary worker.** Is a worker hired to perform temporary work (i.e., work anticipated to not last longer than 1,040 hours in a twelve (12) consecutive calendar month period) for purposes, including, but not limited to, backfilling a vacancy during recruitment, covering a vacancy created by an extended absence, and special projects.
  - a. An individual Temporary Worker cannot be employed for more than 2,080 hours in a twelve (12) consecutive calendar month period or re-employed as a Temporary Worker within twelve (12) months of previously reaching the 2,080-hour maximum.
  - b. If a classified position is being filled by a Temporary Worker, the Employer cannot employ one or more Temporary Workers in that position for more than 1,040 hours in a twelve (12) consecutive calendar month period.
  - c. An exception or extension of any limit described in this section must be approved by the Labor Management Committee (“LMC”). When making such a request, the Employer will provide the LMC with an analysis and explanation of the circumstances and justification for waiving these limits.
  - d. The Employer will evaluate work being performed by a Temporary Worker before the expiration of the applicable hours limit to determine whether the need will conclude within the limit, whether an extension of time should be requested of the LMC, or whether the position should be changed to an LTE or FTE.
  - e. Within ten (10) days after hiring any Temporary Worker, the Employer will provide a notice to the LMC including the employee’s name, classification name if a classified

position, scope of work if not a classified position, and duration of employment approved by the Employer.

- f. Temporary workers are not subject to procedures, rights, and benefits contained in this Agreement.

5. **Interim Positions/Work out of Class.** When an employee is assigned, in writing, by the Employer for a limited time period to perform the major distinguishing duties of a position at a higher-level classification, that employee will be paid at the minimum of either the first step of the assigned classification or five percent (5%) more than their current rate of pay, whichever is greater.

When the Employer anticipates a need for an employee to work out of class for a period of ninety (90) days or more, the Employer will announce the opportunity to represented employees before making the assignment. When selecting the employee to work out of class, the Employer will consider employees utilizing internal development opportunities. However, the Employer reserves the right to select the employee it considers the most qualified to do the work. At the sixty (60) calendar day-mark of the work out of class period, the employee's supervisor during the assignment will provide the employee with feedback regarding the employee's job performance. If an employee working in an interim position performs the essential functions of the job satisfactorily during the assignment and a vacancy in the interim position is determined to exist, then the employee who was assigned to the interim position will be afforded an opportunity to compete as a finalist for the position.

### 35. Wages/Salaries

1. Effective as of July 1, 2024 until June 30, 2025, the pay ranges for classifications covered by this Agreement are as set forth in Schedule A, attached to this Agreement (which Schedule A reflects an adjustment of the Senior Business Office classification from U17-U18). Schedule A will be revised each year of this Agreement to reflect the cost of living adjustments provided for in Section 2 of this Article 35.
2. Effective July 1, 2025, and July 1, 2026, the pay ranges set forth in Schedule A will be increased by two and a half percent (2.5%) as a means to adjust the pay ranges in Schedule A for cost of living increases.
3. Effective August 1, 2024, August 1, 2025, and August 1, 2026, employees who have not already reached the top step of their pay range will be moved to the next step. To be eligible for such a step increase, the employee must: (a) have received a "fully successful" or better rating in the "overall performance" category on their most recent performance review; and (b) have been in employment at Prosper Portland for at least four (4) months prior to the applicable August 1 adjustment date.
  - a. Notwithstanding the foregoing, employees who have not yet successfully completed their internal or external Trial Service Period (as the same may be extended pursuant to Article 32) will not receive a step increase unless and until they either (i) successfully complete their Trial Service Period or (ii) with respect

to internally reclassified employees, return to their prior classification and receive a “fully successful” or better rating in the “overall performance” category on their annual performance review to be conducted upon return to their prior classification.

4. Effective on or about August 1, 2024, one-time bonus: two percent (2%) for staff who receive a successful performance review and are already at Step 9 as of July 1, 2024.
5. Management will outline a clear plan of communication and timeline of the implementation and changes of the Equal Pay Act by May 2025, and will consult with the Union in the development of this plan. Changes in the implementation of the Equal Pay Act will be commenced before August 1, 2025.
6. Employees being paid at or above the maximum for their pay range will remain “red-circled” (i.e., frozen) until the range maximum exceeds their current pay rate either through subsequent negotiations between the parties or through an increase in their pay range.
7. The Employer retains the discretion to advance employees more than one step on the pay range in its sole discretion. However, the Union waives the right to grieve any advancement of only a single step (in lieu of an advancement of more than one step).
8. The Employer retains the right to adjust wages and salaries as necessary to comply with the Oregon and Federal Pay Equity Laws, as those laws may be amended from time to time, and adjustments made to comply with such laws will not be subject to bargaining nor grieving.
9. The pay range for newly-created represented job classifications not included on Schedule A will be set by the Employer with written notice to the Union. The Union will have fifteen (15) calendar days after receipt of the notice to request bargaining on the pay range. Notwithstanding any request to bargain, the Employer may proceed with the recruitment and/or the employee will start receiving the pay rate by the Employer, subject to possible adjustment through bargaining.
10. If the Employer hires a new employee at or above Step 4 of the applicable pay range, the Employer will provide written notification to the Labor Management Committee of the reasons for the placement of that employee in the pay range set forth in this Agreement.
11. **Coaching Pay.** When an employee is assigned, in writing, by the Employer for a limited time period to provide performance coaching services to another employee, in addition to their salary, the Coaching Employee will be paid a stipend equaling three percent (3.0%) of their salary as “interim alternate pay” during their three months of coaching services. If the Employer determines that additional coaching is necessary, the Employer may request in writing that the Coaching Employee continue coaching for up to an additional three-month period, in which case the Coaching Employee will continue to receive the additional stipend during each additional month of coaching authorized.

12. **Language Differential.** Those employees determined by the Employer to reflect an operational need or basis to speak, interpret or translate to and from English to another language, including sign language (collectively, “Translation Work”), and who can demonstrate this ability at a sufficient proficiency level, as determined by the Employer, will receive a differential of one percent (1%) over base rate for the entire pay period in which the Translation Work occurs. Direction to speak, interpret or translate may occur as part of a job description, on direction from management or because of assigned duties and will be paid as described above. The Employer retains the right to set fluency requirements or standards under this Section as long as those requirements are being applied evenly to other employees.

### **36. Health & Safety Leave**

The Employer will provide the following health & safety leave benefits:

1. One hundred ten and one-half (110.5) hours of accrued paid health & safety leave per year (four and one-quarter (4.25) hours accrual per pay period). These benefits will be pro-rated for part-time employees based on their normal work schedule.
2. Health & safety leave hours accrue to an employee at the end of each pay period and are available for use in a following pay period. If an employee is out on unpaid leave or is on “no pay status” at any time during a pay period, health & safety leave will accrue on no less than a pro-rata basis, only for such days the employee was on paid status.
3. Health & safety leave will be carried forward for use in succeeding years; however, unused health & safety leave will not be paid upon termination, whether the termination is voluntary or involuntary. If an employee is laid off and subsequently re-employed by Prosper Portland as a result of Article 27 (Recall) of this Agreement, the employee’s health & safety leave balance at the time they were laid off will be reinstated to the employee upon their re-employment.
4. Employees are eligible to use health & safety leave for the following reasons:
  - a. Personal illness or disability, or to isolate after exposure to a communicable disease;
  - b. Illness or disability of a member of the employee’s immediate family, defined as including spouse, domestic partner, parent, grandparent, grandchild, parent-in-law (including the parent of a same-sex domestic partner); biological, adopted or foster child of an employee, or person with whom the employee has or had an in-loco parentis relationship, or brother or sister; or any other qualified relationship defined by FMLA/OFLA;
  - c. Medical or dental office visits;
  - d. Bereavement leave when paid bereavement leave has been exhausted;
  - e. Family and medical leaves of absences;
  - f. Absences if an employee is unable to work remotely during an inclement weather event, see Article 18; or



- g. Race-based traumatic stress due to the cumulative effects of racism on an employee’s mental or physical health.
5. Employees must report their absence to their immediate supervisor, or their designee, as soon as possible, preferably within one (1) hour of regular starting time either by email or phone call.
6. When practical, employees should request extended health & safety leave in advance (e.g., surgery/recovery) using the designated process.
7. Health & safety leave must be reported on timecards in quarter-hour (.25) increments. Leave taken for less than one-quarter (.25) hour must be reported as one-quarter (.25) hour.
8. An employee on an alternate work schedule who takes health & safety leave for an entire day will have their health & safety leave account reduced by the amount of hours normally worked that day.

*Example: If an employee is absent on a day that they normally work ten (10) hours, they will request ten (10) hours of health & safety leave, not eight (8) hours.*
9. Any employee who is off on health & safety leave for three (3) or more consecutive working days may be required to submit a doctor’s verification that the employee is able to resume work. If the employee is charged a copay for this verification, Prosper Portland will reimburse the employee for the copay.
10. An employee may not use health & safety leave to extend job protected leaves. Health & safety leave will run concurrent with all job protected leaves of absence. Employees who utilize health & safety leave for a qualifying leave will have their time designated as such.
11. An employee with no accrued health & safety leave may request an advance of up to forty (40) hours of future accrued health & safety leave, subject to approval of the employee’s department director and Human Resources. If an employee terminates employment with a health & safety leave balance owed, that amount will be deducted from the employee’s final paycheck.
12. Receipt of Donated Leave. An employee who qualifies under the Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) and who has exhausted or anticipates exhausting all available accrued leave benefits during a qualifying condition may request to receive donated leave from other represented and non-represented employees through Human Resources, per the following conditions and procedures:
  - a. An employee may receive a maximum of four hundred eighty (480) hours of donated leave per qualifying occurrence. If requested by the employee receiving the donation, and authorized by the donor(s), Human Resources will identify the donor(s).
  - b. An employee may donate up to a maximum of eighty (80) hours of accrued vacation or health & safety leave per calendar year in whole hour increments. However, a maximum of twenty-four (24) hours of the accrued leave donation may be health & safety leave.

- c. In order to receive donated leave, an employee or authorized representative must submit a written request to Human Resources and provide information necessary to demonstrate their circumstances are a qualifying condition per this Article.
  - d. Human Resources is responsible for determining and notifying the employee within two (2) business days whether or not they are eligible to receive donated leave and whether their request is approved.
  - e. When a request to receive donated leave is approved, Human Resources will promptly issue an all-staff email indicating an employee is seeking donated leave.
    - i. At the employee's request, their name will be included in the announcement as the recipient, but no information about their underlying health or medical condition will be disclosed.
    - ii. The announcement will include general information and instructions to donors about the conditions and process for making a donation and a hyperlink to the Leave Donation Form on Prosper Portland's Intranet.
    - iii. Human Resources will promptly notify the Union if, after responses to the all-staff email are received, an employee who has requested to receive donated leave has not reached their donated leave maximum and would require additional donated leave to be paid fully while on leave.
  - f. The dollar value of the donated leave will be calculated by multiplying the donor's current hourly rate times the number of hours donated. The resulting dollar value will then be divided by the recipient's current hourly rate to arrive at the corresponding number of hours of donated leave.
  - g. Donated leave will be available to the recipient's leave account on an as-needed basis and Human Resources will advise the recipient promptly whenever leave is donated.
  - h. Once donated leave has been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction; however, any unused donation for the qualifying event will be returned to the donor.
  - i. An employee who receives any health & safety donated leave must exhaust all available accrued leave (i.e., health & safety leave, personal holidays and vacation leave) before using any donated leave.
  - j. Donated leave may not be used to extend employment beyond the point that it would otherwise end.
13. **Paid Leave Benefits.** Employees may use accrued and eligible leave accruals in addition to receiving Paid Leave Oregon benefits to replace wages during a period of qualifying Paid Leave as determined by the Oregon Employment Department (OED). Employees may apply accrued and eligible leave accruals only to supplement their base weekly wage. Employees may not receive income replacement benefits which exceed their current weekly wage.

- a. The Employer is responsible for paying 70% of the contribution rate and employees are responsible for paying 30% of the contribution rate.
  - b. The employee is responsible for promptly communicating the amount of Paid Leave benefits determined by the OED to Human Resources so that the appropriate accrual usage charge may be calculated and paid.
  - c. Employee requests to apply accrued and eligible leave accruals in addition to Paid Leave Oregon benefits received must be communicated in writing so that the appropriate accrual usage can be applied.
  - d. The employee must promptly notify Human Resources of any changes to the wage replacement benefits they request or receive from the OED.
14. **Parental Leave.** After one hundred eighty (180) consecutive calendar days of employment, any employee in a budgeted position will be eligible for parental leave not to exceed six (6) weeks per occurrence above the paid leave benefits identified in Section 13, above, for a maximum total of eighteen (18) weeks. The employee may take this leave unpaid, with healthy and safety leave, or other paid time off.
- At times, there may be delays between employees being approved for and receiving Paid Leave Oregon benefits. Employees requesting parental leave may request to use accrued and eligible leave accruals prior to Paid Leave Oregon benefits for the purpose of minimizing the impact of any delay in being approved for and receiving Paid Leave Oregon benefits.
- An employee may borrow eighty (80) hours and leave donation is also available for parental leave (since parental leave is also FMLA/OFLA leave).
15. **Pandemic and Other Natural Disasters Leave Bank.** In the event of a pandemic or other natural disaster declared by the Governor of Oregon and which affects the City of Portland, the Employer will donate 40 hours of health & safety leave to employees at the beginning of said event. If an employee exhausts this leave bank and has 40 hours or less in their regular health & safety leave bank, they can make a request for donated leave through the process outlined in Section 12 of this Article.

### 37. Holidays

1. The following holidays will be recognized and observed as paid holidays for FY2024-25:

Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11 <sup>th</sup>

Fall Break	4 <sup>th</sup> Thursday and Friday in November
Winter Break	See definition below

- a. Winter Break will extend from the federally designated Christmas holiday until the day after the federally designated New Year’s holiday. The office will be closed (not intended as optional), and all employees will be paid as holiday time. This will require staff to complete timesheets in advance and by the first week of December. Human Resources will communicate required dates for submission of timesheets and AP check requests.
2. For FY25-26 and FY26-27, the following holidays will be recognized and observed as paid holidays:

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11 <sup>th</sup>
Fall Break	4 <sup>th</sup> Thursday and Friday in November
Winter Holiday	December 25 <sup>th</sup>

3. Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday will be considered as a holiday and paid for as such. Whenever a holiday falls on a Sunday, the following Monday will be considered as a holiday and paid for as such.
4. For FY25-26 and FY26-27, all employees will receive three (3) additional winter holidays which must be used between September 1 and December 31 and will not be paid out or carried over into the next calendar year.
5. To receive holiday pay, an eligible employee must be in “Pay Status” immediately prior to and after the observed holiday.
6. An eligible employee who regularly works less than full-time (i.e., forty [40] hours per week) will receive holiday pay proportionate to the amount of time their regular work week is to a full work week (i.e., forty [40] hours).

*Example: an employee working twenty (20) hours per week would receive 50% of eight (8) hours, or four (4) hours Holiday Leave.*

7. If a full-time (i.e., forty [40] hours per week) employee is approved to work a compressed or flexible work schedule and the holiday falls on a regularly scheduled work day when the employee is scheduled to work more than eight (8) hours, the employee must supplement the difference between the normal number of hours worked and the eight (8) hours of holiday pay with additional work hours during the same pay period, or use Vacation Leave or Personal Holiday Leave to supplement holiday pay and obtain their normal number of hours worked in a week.

*Example: an employee working four (4) days a week at ten (10) hours would supplement two (2) hours.*

8. An employee who is on vacation or health & safety leave when an observed holiday occurs will not be charged vacation or health & safety leave for that day.

### 38. Vacations

All employees will receive vacation with pay as follows:

1. Annual vacation leave for employees will be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues will depend upon the total amount of service for the Employer. An employee who is transferred to Prosper Portland by virtue of the City’s Council’s approval of Prosper Portland’s budget will begin to accrue vacation leave at a rate that takes into account their years of service at the City. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, vacation leave will accrue at the following rates:

Anniversary	Equivalent Annual Vacation
Entry	15 days
3	17 days
5	19 days
10	22 days
15	25 days
20	28 days

2. An employee’s vacation is deemed earned and will be credited each payroll period, and available in the following pay period.
3. Vacation leave hours will not accrue while an employee is on “no pay status” or an unpaid leave.
4. Accruals are prorated for an employee who works less than full-time (part-time employees working 20-39 hours per week).
5. An employee with fewer than fifteen (15) years of service may not have an accrued vacation leave balance exceeding two hundred eighty (280) hours at the end of the calendar year; employees with more than fifteen (15) years of service may not exceed an

accrued vacation leave balance of three hundred twenty (320) hours at the end of the calendar year.

6. Individual accrual rates are adjusted January 1 of each year to correspond to the years of service an employee will have at the end of the calendar year.
7. Upon termination of employment at any time during the year, an employee will receive a lump sum payment for the balance of their unused accumulated vacation leave, not to exceed the applicable two hundred eighty (280) or three hundred twenty (320) hours cap described in Section 5 above.
8. Vacation leave will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, their vacation leave will be paid in a lump sum. With manager approval, employees who have completed their ninety (90) days of service may borrow up to forty (40) hours against their annual vacation accrual in the first twelve (12) months of employment. Upon termination of employment, an employee's final paycheck will be reduced by any borrowed time that the employee has outstanding.
9. Employees may request vacation leave using the designated process and, when practical, submitted for approval at least two (2) weeks prior to the desired vacation period. Employees who intend to combine Remote Work with vacation leave will submit for approval for vacation leave and Remote Work at the same time, in accordance with Article 30 Section 7. Once an employee's vacation leave has been scheduled, the Employer will not cancel such scheduled vacation leave unless the needs of the operation so dictate. The Employer reserved the right to restrict, limit or rescind vacation leave when necessary to maintain business operations or services.
10. If an employee's vacation is interrupted by a situation otherwise appropriate for the use of health & safety leave, the employee may request an adjustment on their timesheet from vacation leave to health & safety leave. The decision whether or not to approve such a request will be made by the employee's supervisor in consultation with the Human Resources Director/Manager, and only upon submission of appropriate documentation (e.g., doctor's note).
11. An employee on an alternative work schedule who takes vacation leave for an entire day (or week) will have their vacation leave account reduced by the amount of hours normally worked that day (or week).  
  
*Example: if an employee takes vacation on a day that they normally works ten (10) hours, they must request ten (10) hours of vacation, not eight (8) hours.*
12. If an Employee has at least forty (40) hours of accrued health & safety leave, that Employee may "cash out" as a lump sum up to forty (40) hours of accrued vacation. The Employer will pay the Employee for their requested cashed-out vacation leave within thirty (30) days of the Employee's written request, and the Employer will debit the Employee's vacation accrual amounts by the amount of vacation leave "cashed out." Vacation "cash out" requests must be made by the Employee in writing, to Human

Resources by November 15<sup>th</sup> of each calendar year, and only one vacation “cash out” request per Employee may be made per calendar year.

### 39. Employee Benefits

1. **Medical, Dental and Vision Coverage.** Through the term of this Agreement, the Employer will provide a medical, dental and vision insurance program for eligible employees and dependents (including domestic partners). Cost-sharing of premiums between the Employer and eligible employees will be as follows: The Employer contributes ninety-five percent (95%) of premiums for 1 Party, 2 Party, and 3+ Party. Employees contribute five percent (5%) of premiums for the level of coverage they elect. Medical, dental and vision benefits begin on the first of the month following an employee’s first day worked. The Employer will offer two plan choices: An Indemnity Plan (Traditional fee for service) and a Health Maintenance Organization (HMO). Eligible employees are those with a regular work schedule of forty (40) hours a week. Any part-time employees working 20-39 hours per week receive a pro-rated benefit, based on number of hours normally worked. Retired Prosper Portland employees may remain as participants in group coverage at their own cost until age sixty-five (65) or otherwise eligible for Medicare.
2. **High Deductible Health Plan.** The Employer will offer a High Deductible Health Plan (HDHP) as the Indemnity Plan offered to eligible employees. Eligible employees enrolled in the HDHP will have an Employer contribution made on their behalf to a Health Savings Account (HSA) or to a Health Reimbursement Arrangement (HRA). The Employer contribution to the HSA or HRA on behalf of each employee enrolled in the Employer’s HDHP during the term of this contract will be in the amount of the annual applicable deductible, pro-rated for any portion of a year in which an employee is covered by the Employer’s HDHP. If there is a substantial increase in applicable annual deductible amounts or an increase to the maximum out of pocket amount during the term of this Agreement the parties will follow the procedures outlined in Article 39, Section 3, of this collective bargaining agreement.
3. **Opt-Out.** Qualifying employees will be provided with the opportunity to “opt-out” of the medical, dental and vision insurance program offered by Prosper Portland, if an opt-out option is available to Prosper Portland via its health insurance company and does not threaten any aspect of Prosper Portland’s ongoing health insurance plan or coverage. Employees will be considered “qualifying” for opt-out so long as they provide proof of alternate health insurance coverage that meets legal requirements, and the opting-out Employee must also comply with and provide proof or satisfaction of any other legal or insurance requirement that may exist with respect to opting out of health insurance coverage by Prosper Portland. A qualifying employee who opts out of Prosper Portland’s health insurance coverage will be paid a “cash in lieu of coverage” payment, which is taxable to the employee by law. The amount of the cash in lieu of coverage payment will be determined by the Employer after legal and tax analysis of the opt-out option, which at the time of this Agreement is \$100 per month, and after consultation with Prosper Portland’s health insurance broker and provider and the LMC.

4. **Future Modifications.** It is recognized that the Health and Welfare Plans described in Section 1 above have been put together by the Employer and professional consultants for the benefit of all Employer employees. The parties further recognize that with the rapidly evolving conditions in health care, it may become necessary to re-evaluate current plan design, including level of benefits, co-pays, deductibles, etc. If such changes are to be considered, they will be reviewed with the Labor Management Committee, or at the option of either the Employer or the represented employees on the LMC, a subcommittee of the Labor Management Committee comprised of the LMC members or their designees. The Employer and the Union will make an assertive effort to support plan design changes through the LMC as may be needed to keep the total annual increase at or less than five percent (5%) each year. If the Labor Management Committee does not agree to the proposed changes the Employer may give notice of the right to bargain through the mid-term bargaining process.
5. **Long-Term Disability Insurance.** The Employer will continue to pay the full premium for all employees with a regular work schedule of twenty (20) hours or more per week. The benefit will be sixty-six and two-thirds percent (66 2/3%) of an employee's monthly pay, up to a maximum of \$7,500 (equates to \$5,000/month). There is a ninety (90) day benefit waiting period.
6. **Accidental Death and Dismemberment (AD&D).** The Employer will continue to pay the full premium for all employees with a regular work schedule of twenty (20) hours or more per week. The benefit will be equal to an employee's annualized pay, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, with a maximum benefit of \$150,000.
7. **Term Life Insurance (Basic Employee Life).** The Employer will continue to pay the full premium for all eligible employees and dependents with a regular work schedule of twenty (20) hours or more per week. This life benefit is equal to an employee's annualized pay rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, with a maximum benefit of \$150,000.
8. **Additional/Supplemental Employee and/or Spouse/Domestic Partner Life Insurance.** Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week may purchase additional life insurance for themselves and spouse/domestic partner. The cost depends on age. Eligibility is subject to the plan rules.
9. **Voluntary Dependent Life Insurance.** Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week may purchase dependent life insurance for a spouse/domestic partner and for each child.
10. **Flexible Spending Plans.** Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week, if otherwise eligible, may participate in flexible spending plans (premium only plan, healthcare and dependent care) to assist in paying for dependent care and/or approved out of pocket medical/dental expenses, and health and dental premiums. The Employer will continue to offer pre-tax payroll deductions and pay for the costs of administration.



11. **PERS/OPSRP.** The Employer will offer PERS/OPSRP plans to employees based on the PERS/OPSRP plan rules. The Employer will pay the six percent (6%) IAP employee share on the employee's behalf.
12. **Deferred Compensation.** The Employer will continue to offer a deferred compensation plan for all regular, trial service or limited term employees.
13. **Transit Subsidy.** The Employer will pay sixty percent (60%) toward the cost of a monthly Tri-Met HOP pass or fifty percent (50%) toward a monthly C-Tran HOP pass. The Employer will provide a monthly voucher in the amount designated in the City of Portland's carpool benefit for carpool parking in certain facilities. The Employer contribution will not exceed the actual cost of the benefit, (i.e., honored citizen, or reduced rate passes). Eligible employees include: Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week who pledges to take an alternative mode of transportation eighty percent (80%) of the time by either riding the bus/MAX or participating in Tri-Met's carpool program.
14. **Bike and Walk Subsidy.** The Employer will pay a \$41 monthly subsidy to employees who commute to work by bicycling or walking. Any regular, trial service or limited term employee with a regular work schedule of twenty (20) hours or more per week who pledges to bike or walk to work at least eighty percent (80%) of scheduled work days.
15. The employee may not receive both the transit subsidy and the bike/walk subsidy at the same time.
16. **Parking Subsidy.** The Employer will pay 50% of the cost of daily parking in its building at 220 NW 2nd Avenue for up to 6 tickets each pay period per employee. The parties acknowledge that this benefit is understood to be temporary for the term of this Agreement only, while the City and transit recover from the effects of the COVID-19 pandemic.
17. **Emergency Ride Home Program.** The Employer will continue to pay for this program for employees enrolled in the transit incentive program.
18. **Direct Deposit.** The Employer will continue the direct deposit program and continue to have all paychecks to be distributed to any account designated by the employee.
19. **Employee Assistance Program (EAP).** Employer will continue to provide an employee assistance benefit.

#### 40. Personal Holidays

The Employer will provide personal holidays in accordance with the following schedule. Personal holidays must be used in the calendar year granted, and will not be paid out, or carried over into the next calendar year.

Benefit	Eligible Employees
3 days (i.e., 24 hours) paid-time off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee with a regular full-time work schedule who is on the payroll as of January 1, or hired prior to March 31.
2 days (i.e., 16 hours) paid time-off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee hired between April 1 and June 30.
1 day (i.e., 8 hours) paid time-off from work for observance of alternate holidays or other personal leave.	Any regular, trial service or limited term employee hired between July 1 and September 30.
Pro-rated benefit based on number of hours normally worked.	Any of the above employees who work between 20-39 hours per week.

**41. Merit Leave**

1. The purpose of Merit Leave is to provide the Employer with a tool to recognize and reward an employee for successful job performance during the performance review period.
2. Merit Leave is paid time off work and available to an employee on the same approval basis as vacation leave.
3. An employee who receives a “fully successful” rating on their most recent performance review and who has been employed for at least 1040 hours with the Employer, will be awarded eight (8) hours of Merit Leave August 1<sup>st</sup> of each year.
4. Merit Leave will also be awarded pursuant to Prosper Portland’s “Years of Service Program,” which will award an additional eight (8) hours of Merit Leave for every five (5) years of service. For example, upon reaching FIVE years of service, an employee will receive 8 hours of Merit Leave; upon reaching TEN years of service an employee will receive 16 hours of Merit Leave; upon reaching FIFTEEN years of service an employee will receive 24 hours of Merit Leave; upon reaching TWENTY years of service an employee will receive 32 hours of Merit Leave; upon reaching TWENTY-FIVE plus years of service an employee will receive 40 hours of Merit Leave.
5. Merit Leave must be used within twelve (12) months of its award and will not be paid out in cash if not used.

**42. Maintenance of Standards**

Standards of employment related to pay, hours and working conditions which are mandatory for collective bargaining, except those standards modified through collective bargaining, will be maintained at no less than the level in effect at the time of the signing of this Agreement. In the event any proposed changes to these standards initiate the interim bargaining process, those guidelines will be followed by the Employer and the Union. Upon conclusion of any interim

bargaining process, any disagreement between the Union and the Employer will be subject to binding interest arbitration under the process outlined in Article 13(3)(f) and (g).

#### **43. Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

The parties recognize that both are subject to the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), as well as injured worker and civil rights related legislated requirements, and that nothing in this Agreement may supersede the requirements of federal or Oregon law. The parties agree to meet and confer regarding circumstances where any of these laws and this Agreement appear to conflict. A showing that a person is disabled, and that action taken is a reasonable accommodation as determined by the Employer is an absolute defense to a contract violation claim.

#### **44. Successors and Assigns**

If the Employer, or any of its divisions or departments, is to be sold, merged or transferred to another entity, the Employer will notify the Union about any negotiations that are ongoing and in advance of any agreement before sale, merger or transfer of the Employer. The Employer will also notify the other party involved in the merger, sale or transfer of the existence of this Agreement, and that the Union is the sole bargaining agent of the employees covered by this Agreement. The parties will then work within the existing labor laws in effect at the time of the sale, merger or transfer.

#### **45. Successor Negotiations**

1. This Agreement will be effective upon ratification by both parties and will remain in full force and effect until June 30, 2027.
2. Negotiations of a successor Collective Bargaining Agreement will commence on or before December 14, 2026 (or on another day by mutual agreement), and if after the statutorily required period of time, there is no agreement on a successor agreement, the Employer and the Union may jointly request the prompt scheduling of the first mediation session. After December 14, 2026, requests for modifications to this Agreement will be negotiated at the bargaining table, not through the expedited bargaining process described in ORS 243.698.
3. It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.

4. The Employer will allow up to four (4) identified employees to attend collective bargaining sessions as members of the Union’s negotiating team. If Employer has more than four (4) management employees on its negotiating team, the Union may have an equal number. These employees will suffer no loss of pay or paid leave during actual bargaining time that occurs during their scheduled workday. No overtime, per diem, or any other compensation will be paid for time in negotiation.

**46. Notifications**

Whenever a notification of one party to the other is required by this Agreement or a related local, state or federal law, it will be made to the following, by regular mail or by email. A party may update their notice address by notice to the other party.

<b>The Union</b>	<b>The Employer</b>
<p><b>AFSCME Council 75:</b> ATTN: Council Representative to Local 3769 525 NE Oregon Street Portland, OR 97232 Email: kedwards@oregonafscme.org</p> <p><b>Local No. 3769:</b> ATTN: President 220 NW 2nd Ave., Suite 200 Portland, OR 97209 Email: aikenf@prosperportland.us</p>	<p><b>Prosper Portland:</b> Attn.: Human Resources 220 NW 2nd Ave. Suite 200 Portland, OR 97209 Email: humanresources@prosperportland.us</p>

*Signatures follow on next page.*

**COLLECTIVE BARGAINING AGREEMENT AGREED TO BY:**

<u><b>AFSCME COUNCIL 75</b></u>	<u><b>PROSPER PORTLAND</b></u>
_____ Debra Kidney  Date: _____	_____ Gustavo J. Cruz, Jr., Board Chair  Date: _____
<u><b>LOCAL 3769</b></u>  _____ Faythe Aiken  Date: _____	_____ Kimberly Branam, Executive Director  Date: _____
_____ Kathryn Hartinger  Date: _____	_____ Qur'an Folsom, Acting HR Director  Date: _____
_____ Sue Bal  Date: _____	_____ Hope Whitney, General Counsel  Date: _____
_____ Kevin Flagg  Date: _____	

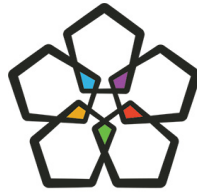
**Schedule A FY 24-25**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Accountant II	U11	68,557.60	70,957.12	73,440.61	76,011.04	78,671.42	81,424.92	84,274.79	87,224.41	90,277.27
Accountant III	U14	79,364.31	82,142.06	85,017.03	87,992.63	91,072.37	94,259.91	97,559.00	100,973.57	104,507.64
Accounting Technical Lead	U20	106,355.59	110,078.04	113,930.77	117,918.35	122,045.49	126,317.08	130,738.18	135,314.02	140,050.01
Accounting Technician and Senior Administrative Coordinator	U08	59,222.34	61,295.12	63,440.45	65,660.87	67,959.00	70,337.56	72,799.38	75,347.36	77,984.51
Budget Analyst III	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Business and Operations Office Coordinator	U10	65,293.52	67,578.79	69,944.05	72,392.09	74,925.81	77,548.22	80,262.41	83,071.59	85,979.10
Construction Project and Compliance Manager	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Construction Services Project Manager	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Digital Media Program Manager	U19	101,290.43	104,835.59	108,504.84	112,302.51	116,233.10	120,301.25	124,511.80	128,869.71	133,380.15
Economic Data Analyst	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Equity Outcomes Analyst	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
IT Analyst III	U19	101,290.43	104,835.59	108,504.84	112,302.51	116,233.10	120,301.25	124,511.80	128,869.71	133,380.15
IT Analyst IV	U21	111,672.91	115,581.46	119,626.81	123,813.75	128,147.23	132,632.38	137,274.52	142,079.13	147,051.89
IT Technical Lead	U23	123,119.38	127,428.56	131,888.56	136,504.66	141,282.32	146,227.21	151,345.16	156,642.24	162,124.72
Payroll and Systems Administrator	U16	87,498.41	90,560.86	93,730.49	97,011.06	100,406.44	103,920.67	107,557.89	111,322.42	115,218.70
Policy Analyst	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Principal Technical Accountant	U16	87,498.41	90,560.86	93,730.49	97,011.06	100,406.44	103,920.67	107,557.89	111,322.42	115,218.70
Procurement Services Coordinator	U16	87,498.41	90,560.86	93,730.49	97,011.06	100,406.44	103,920.67	107,557.89	111,322.42	115,218.70
Procurement Specialist	U13	75,585.12	78,230.60	80,968.67	83,802.58	86,735.67	89,771.42	92,913.42	96,165.39	99,531.17
Programmer Analyst IV	U21	111,672.91	115,581.46	119,626.81	123,813.75	128,147.23	132,632.38	137,274.52	142,079.13	147,051.89
Project Coordinator I	U12	71,985.30	74,504.79	77,112.46	79,811.39	82,604.79	85,495.96	88,488.32	91,585.41	94,790.90
Project Coordinator II	U15	83,332.57	86,249.21	89,267.93	92,392.31	95,626.04	98,972.95	102,437.00	106,022.30	109,733.08
Project Manager I - Business Development	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Project Manager I - Community Development	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Project Manager I - Programs	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Project Manager II - Commercial Real Estate	U20	106,355.59	110,078.04	113,930.77	117,918.35	122,045.49	126,317.08	130,738.18	135,314.02	140,050.01
Project Manager II - Community Development	U20	106,355.59	110,078.04	113,930.77	117,918.35	122,045.49	126,317.08	130,738.18	135,314.02	140,050.01
Project Manager II - Programs	U20	106,355.59	110,078.04	113,930.77	117,918.35	122,045.49	126,317.08	130,738.18	135,314.02	140,050.01
Racial Equity and Inclusion Specialist	U20	106,355.59	110,078.04	113,930.77	117,918.35	122,045.49	126,317.08	130,738.18	135,314.02	140,050.01
Real Estate Portfolio Analyst	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Senior Administrative Coordinator	U08	59,222.34	61,295.12	63,440.45	65,660.87	67,959.00	70,337.56	72,799.38	75,347.36	77,984.51
Senior Business Finance Officer	U18	96,467.63	99,844.00	103,338.54	106,955.39	110,698.83	114,573.29	118,583.35	122,733.77	127,029.45
Senior Communications Coordinator	U17	91,873.95	95,089.54	98,417.67	101,862.29	105,427.47	109,117.43	112,936.54	116,889.32	120,980.45
Senior Project/Program Specialist	U10	65,293.52	67,578.79	69,944.05	72,392.09	74,925.81	77,548.22	80,262.41	83,071.59	85,979.10

**Schedule B - Job Families**

*Note: These job families are the job families that exist as of the effective date, for purposes of “bumping” per Article 26. Other job families may be created during the term of this Agreement.*

Job Family	Job Title	Grade
Accounting	Accountant II	11
	Accountant III	14
	Payroll and Systems Administrator	16
	Principal Technical Accountant	16
	Accounting Technical Lead	20
Administration	Accounting Technician and Senior Admin Coordinator	8
	Senior Administrative Coordinator	8
	Business & Operations Office Coordinator	10
	Senior Project/Program Specialist	10
Business Finance	Senior Business Finance Officer	18
Construction and Environmental Services	Construction Project and Compliance Manager	18
	Construction Services Project Manager	18
Communications	Senior Communications Coordinator	17
	Digital Media Program Manager	19
Data Analysis	Economic Data Analyst	18
	Equity Outcomes Analyst	18
Equity and Inclusion	Racial Equity and Inclusion Specialist	20
Finance/Budget	Budget Analyst III	18
Government Relations	Policy Analyst	18
Information Technology Applications	Programmer Analyst IV	21
Information Technology Business Analysis	IT Technical Lead	23
Information Technology Systems	IT Analyst III	19
	IT Analyst IV	21
Procurement & Contracts	Procurement Specialist	13
	Procurement Services Coordinator	16
Project Management	Project Coordinator I	12
	Project Coordinator II	15
	Project Manager I - Business Development	18
	Project Manager I - Community Development	18
	Project Manager I - Programs	18
	Project Manager II - Commercial Real Estate	20
Project Manager II - Community Development	20	
Project Manager II - Programs	20	
Real Estate	Real Estate Portfolio Analyst	18



**PROSPER  
PORTLAND**  
Building an Equitable Economy

**RESOLUTION NO. 7574**

**RESOLUTION TITLE:**

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN PROSPER PORTLAND AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 75, LOCAL 3769


Adopted by the Prosper Portland Commission on August 28, 2024

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Marcelino J. Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Felisa Hagins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Michi Slick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda				

**CERTIFICATION**

**The undersigned hereby certifies that:**

*The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Prosper Portland Commission and as duly recorded in the official minutes of the meeting.*

	<p><b>Date:</b></p> <p>September 6, 2024</p>
<p><b>Pam Feigenbutz, Recording Secretary</b></p>	