

City Counter to PROTEC17 Successor Bargaining
June 4, 2025

City TA:

*AMK/m
9/10/25*

Union TA:

*Daniel Miral
9/10/25 @ 3:55*

ARTICLE 2 UNION SECURITY and ACTIVITIES

Section 1, Union Membership and Dues Deduction.

(a) Dues Deductions. When an employee affirmatively consents to dues deductions and provides written authorization to the Union, the City agrees to deduct from the employee's salary an amount equal to the fees and dues required to be a member of the Union. Upon movement of an employee from a PROTEC17-represented position to another City position which includes a change of the representing Union, the City will immediately discontinue dues deductions. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the authorization cards list list from the Union as an accurate list of employees that have authorized such deductions. The City will direct all Union membership questions or requests to change membership status to the Union Membership Administrator.

(b) Changes in Authorizations. Notifications of change in authorization – adding or dropping membership status – submitted by the Union to the City will be effective with the next paycheck so long as they are received by end of business on the Friday before the City's Time Submission deadline. Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20th each year for the following calendar year.

Section 2, Disclaimer. The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

Section 3, List of Employees/Members.

(a) New Employee Notifications. Each pay period, the City shall furnish to the Union an electronic list of new employees who have accepted positions represented by the Union, along with hire dates or anticipated start dates. The City shall ensure new hire data processing for every employee starting work and that all new employees represented by the Union are included on the electronic list, in Excel, or similar spreadsheet program, or other delineated format. The list shall be provided by the close of the last business day of each pay period, or if the last business day of the pay period falls on a holiday, the list shall be provided by the close of business on the preceding business day. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of employment, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. For the purposes of this article, "new employees" are any employees new to the bargaining unit. This includes existing City employees that move into a classification represented by the Union, regardless of previous union affiliation.

(b) List of Employees. The City agrees to furnish to the Union, on a monthly basis, a list of all employees in positions represented by the Union. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of hire, seniority date in current classification, dues status, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. The seniority date and dues status are for general informational purposes only.

(c) List of Employee Movement. The City endeavors to notify the Union of all employee movement within and out of the bargaining unit due to separation from employment, retirement, promotion, demotion, or transfer.

City Counter to PROTEC17 Successor Bargaining
June 4, 2025

City TA:

*Hankin
a/10/25*

Union TA:

DW 9/10/25

(d) Notification to Employees. The employer shall inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the union's exclusive representation status.

Section 4, Payment. The City shall deduct and disburse dues ~~and fair share fees~~ as provided herein to the Union each pay period by one check following the pay period for which the deductions are made, together with an itemized statement to the Union.

Section 5, Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

Section 76, New Employee Orientations. The Parties agree an integral part of each employee's tenure with the City is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. The City agrees to allow a ~~thirty-sixty~~ (360) minute educational information meeting to be held with all employees new to the bargaining unit upon hire, promotion, or transfer into the bargaining unit. These meetings may be held at the City worksite on work time and conducted by a representative designated by the Union.

Section 87, Union Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient ~~and, ADA accessible~~ places, ~~where feasible~~, in each work area to be used exclusively by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing in this section precludes other forms of communication by the Union.

Section 98, Union Activities. The parties agree that the general business of the Union shall be conducted outside of working hours. It is recognized, however, that certain union activities occur during working hours and designated representatives of the union may engage in such activities without loss of compensation, seniority, leave accrual, or any other benefits.

(a) Designated Representative. A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit and for whom reasonable paid time or release time is granted to perform the activities listed in Subsection (c) below.

(b) List of Designated Representatives. The Union shall maintain a list of Designated Representatives with the City's Labor Relations staff. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and update as often as needed to remain current. Only individuals identified as designated representatives are entitled to engage in union activities on City paid time.

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

1. Investigate and process grievances and other workplace-related complaints on behalf of the Union;
2. Attend investigatory meetings and due process hearings involving represented employees;
3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
4. Act as a representative of the Union for the purposes of collective bargaining;
5. Attend labor-management meetings held by a committee composed of City management, employees, and representatives of the Union to discuss employment relations matters;

City Counter to PROTEC17 Successor Bargaining
June 4, 2025

City TA:

AMK
9/10/25

Union TA:

DLW 9/10/25

6. Provide information regarding a collective bargaining agreement to employees new to the bargaining unit, as identified in Section 7;
7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness for matters relating to collective bargaining between the City and the Union;
8. During each year of this Agreement the Union's Executive Director or designee may request that Designated Representatives be provided with at least eight twelve (812) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training program sponsored by the Union;
- ~~8. Attend other non-disciplinary meetings between members and management, as an employee advocate, at the request of a member;~~ and
9. Perform any other duties agreed upon by the City and Union in this or any other agreement.

(d) Reasonable Paid Time. Designated representatives may spend reasonable time conducting designated activities under Section 9-8 (c). Reasonable time shall not exceed 1,500 hours in a fiscal year to be used among all designated representatives. The City will provide to the Union a quarterly report to show the amount of City paid time used by the representatives. Any charges by management that indicate a designated representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Human Resources or designee for discussion with the Union's Executive Director or designee. The City shall have the right to require said designated representative to refrain from excessive activities, or if after discussion with the Executive Director or designee, the designated representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the designated representative's supervisor for these activities.

Additional hours of reasonable paid time shall be granted to the Union's designated representatives participating on the Union's bargaining team during successor negotiations.

Section 109, Union Business Leave. Employees elected or appointed to any Union office or position which takes occasional time from their employment with the City shall, upon sufficient notice and at the written request of the Union, be granted leave as specified below.

(a) Union Leave, Union Paid. The Exclusive Representative shall notify the City of any member eligible to use Union Paid Leave. Union Paid Leave will allow the authorized designated representatives to perform PROTEC17 business during the normal work schedule, not to exceed a collective annual ceiling of 480 hours total.

Authorized designated representatives shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this Agreement the rate is 141.6% of a PERS Tier I or Tier II employee's normal hourly wage and includes 26.69% for PERS, 6.2% for SSI, 1.45% for Medicare, 0.8287% for Tri-Met, and 0.4% for Paid Leave Oregon; or 138.67% of an OPSRP employee's normal hourly wage and includes 29.79% for OPSRP, 6.2% for SSI, 1.45% for Medicare, 0.8287% for Tri-Met, and 0.4% for Paid Leave Oregon.) ~~Effective with this agreement the rate is 132.03% of the employee's normal hourly wage and includes 23.61% for PERS, 6.2% for SSI, 1.45% for Medicare and .7687% for Tri-Met.~~ Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union.

This agreement is in effect for the life of the existing contract and will remain in full effect unless opened with a minimum of thirty (30) days' notice by either party, or at the end of the current contract.

(b) Long Term Leave of Absence (Release Time).

Union representatives may take reasonable time off to conduct full-time union business and shall, upon fifteen (15) calendar days' written notice be granted a union leave of absence and will be maintained on the payroll. The employee will receive their salary and fringe benefits and the Union shall reimburse the City for all wage and

City Counter to PROTEC17 Successor Bargaining
June 4, 2025

City TA:

km km 9/10/25

Union TA:

DM 9/10/25

benefit costs associated with this time. Employees on Release Time will continue to accrue seniority and retirement credit. Accrued vacation, compensatory time, deferred holiday, and sick leave will remain on the books until such time that the employee returns to the City as a full-time employee or their service with the City is terminated, whereupon the use of such accruals shall be governed by the appropriate contract provisions in effect. No additional vacation, compensatory time, deferred holiday, or such leave will accrue during this Release time. The City will permit a maximum of one (1) ~~two~~ employees at any given time to be released under this Section. The City shall, upon written request of the Union and Employee grant the employee a leave of absence without pay, for a period not to exceed one (1) year, without loss of civil service status and without loss of continued accrual of seniority and aggregate City service or tenure status. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Union. No more than one (1) employee from a bureau may be granted Release Time at a time. Requests will be considered in good faith and denials will not be arbitrary or capricious.

The Union or the designated representative may terminate a period of release time authorized under this article at any time for any reason. At the conclusion or termination of a period of release time granted to a designated representative under this Article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the Union.

Section 11, Union Access. The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

(a) New Employees. For the purposes of employees new to the bargaining unit, reasonable access includes the right to meet with employees for a period of at least 30 up to sixty (60) minutes during the employer's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation.

(b) Regular Employees. For all employees, reasonable access includes, but is not limited to, the right to meet with employees during regular work hours at their work location to investigate and discuss grievances, workplace-related concerns, and other matters relating to their employment. Access also includes the right to use the City's facilities for the purpose of conducting meetings with or for represented employees in the bargaining unit before or after regular work hours, during meal periods, and during any other break periods, provided the meetings do not interfere with the City's operations.

(c) Use of City Facilities and Technology. The exclusive representative or its designated representatives may use the City's conference rooms, telephone systems, and electronic mail and telephone communication systems to meet with and/or communicate with bargaining unit employees regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the Union.

Section 112, Information Requests. Information requests made by the Union under this labor agreement or the Oregon Public Employee Collective Bargaining Act (PECBA) that require more than one (1) hour to produce will be charged at the applicable rate found in the City's Standard Fees for Public Records Request in effect at the time of request.

City Counter to PROTEC17 Successor Bargaining
June 4, 2025

City TA:

AM KM 9/10/25

Union TA:

DW 9/10/25

In accordance with Human Resources [Administrative Rule 1.04](#) – Personnel Records, upon the employee’s written release, the Union may inspect and obtain copies of the employee’s official personnel file [and bureau/service area/office personnel file](#).¹

¹ [Bargaining Note: This language does not include individual supervisor notes and files in accordance with HRAR 1.04.](#)

