

Tentative Agreement
8/20/25

City: *Am Km 8/20/25*

Union: *AW 8/27/25*

**ARTICLE 4
MANAGEMENT RIGHTS¹**

Section 1, General. The City shall exercise the sole responsibility for management of the City and the direction of its work force. To fulfill this responsibility, the rights of the City include but are not limited to: establishing and directing activities of its employees; determining standards of service and methods of operation, including contracting out and introducing new equipment; establishing procedures and standards for employment and promotions, layoffs, and transfers; to discipline or discharge for just cause; determine job descriptions; determine work schedules; assign work; and any other rights, except as expressly limited by the terms of this agreement.

Section 2, Civil Service. Nothing in this agreement shall preclude the Director of the Bureau of Human Resources from exercising their authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Employees shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described therein. When a classification decision is made that results in the reclassification of employees into the bargaining unit represented by PROTEC17 or out of the bargaining unit represented by PROTEC17, the City will provide written notice to PROTEC17 of the classification decision. Nothing in this paragraph, however, restricts the Director of the Bureau of Human Resource's authority as described in the above paragraph, to classify or reclassify positions. (See also Section 5, Reclassification.)

Section 3, Performance Norms and Standards². The parties recognize the City's right to establish and periodically review and revise performance norms and standards. The parties will confer during the term of this agreement with the goal of increasing the efficiency and productivity of the classifications in the unit. Prior to any formal performance norms and standards being adopted, the City will confer with the Union. At the time of adoption of revised performance norms and standards the City shall notify the Union in writing. Employees consistently failing to meet standards and norms may be subject to Articles 21 and 22 of this agreement.

The City will perform performance reviews during employee probationary periods and at least annually thereafter. The City will implement a standardized system for performance reviews for all employees in the bargaining unit by July 1, 2022.

- (a) Employees may add a professional development objective in addition to mandated Service and People Objectives.
- (b) Bureau and/or Service Area ~~directed~~ ^{mandated} objectives will include a definition of what it takes to meet expectation and the metric(s) used to measure success.
- (c) The Bureau and/or Service Area will provide all resources needed to meet expectation of Bureau and/or Service Area mandated objectives.
- (d) Employees may request a 360 evaluation for themselves using the city standard evaluation tool.

Copies of performance reviews will be placed in the employees' Bureau personnel files. After receiving the performance review, and by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

Section 4, Contracting Out.

- (a) The City will utilize its employees to perform bargaining unit work exclusive to job classifications that are represented by PROTEC17, but the City reserves the sole right to contract out for work under the following guidelines:

¹ All Economic elements of this article remain open for bargaining.

² Bargaining Note: It is the interest of the City and the Union for employees and managers to collaborate on objective and metrics each performance review period.

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1. Emergency: Work required by circumstances that are beyond the control of the City including, but not limited to, weather related events.
 2. Statutory Compliance: Work that is contracted out in order to meet requirements imposed by federal or state statute.
 3. Extreme Risk: Work that poses an extraordinary personal safety hazard.
 4. Warranty Work: Work provided by the vendor or manufacturer at no additional cost.
 5. Proprietary: Work that is required to be performed by the vendor or manufacturer or an authorized provider due to the proprietary nature of the product involved.
 6. Urgent: Work that is extremely time sensitive, for which existing staffing level is unable to respond without substantial disruption of City services or workload assignment.
 7. Limited: Work that falls under the small procurement limit under the Portland City Code.
 8. Peak Load/Capacity: Work that existing staffing levels or bureau resource capacity is unable to cover in a timely manner without disruption of City services or workload assignment.
 9. Unavailable Specialized Skills: Work that involves special skills that bargaining unit members do not possess or that could not be adequately trained in time to complete the needed project work.
 10. Neutrality: Work that requires or benefits from a neutral third party such as, but not limited to, audits, facilitation, or analysis.

(b) The City shall have the sole authority and final determination on the need to contract out work.

(c) The City will provide written notice to the Union of its intent to contract out PROTEC17 bargaining unit work. The written notice shall include the scope of work, the duration and cost of the contract, potentially impacted classifications, and the reason(s) from Section (a) for contracting out.

1. Notice will be provided at the time the Request for Proposal is advertised or when work will be contracted out for six (6) months or longer.
2. If a grievance is filed under Article 4.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.
3. The Union may request a quarterly meeting with bureau staff to discuss information provided under Section 4.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

(i) The City will provide a utilization report of contracted work to be reviewed annually.

4. This section shall apply only where the contracting out results in employees represented by the Union being laid off.

(i) The City agrees to notify the Union of any such plan to contract out before the plan is actually executed and contracting out has been done.

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- (ii) Upon notification under section (c) above, the Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

Section 5, Reclassification. The Bureau of Human Resources shall give the Union and any incumbent employees notice of any request by the bureau for reclassification of a bargaining unit position. An incumbent employee or the Union may request consultation with the Bureau regarding the potential impact of the reclassification. The consultation request must be made within 10 days of receiving notice. A consultation period of 14 days shall be provided if requested prior to implementing the reclassification.

- (a) The City shall maintain a procedure for employees to initiate reclassification reviews. Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with Human Resources Administrative Rule 8.05 – Classification. The Union recognizes that the Human Resource Director has the sole authority to classify or reclassify positions.
- (b) Employees who believe they are misclassified or have been assigned work outside of their current classification should notify their Supervisor or Manager in writing within sixty (60) calendar days of performing higher level duties of work. If the Manager/Supervisor agrees a a reclassification is appropriate, the supervisor or manager will request a review of the position(s) by the Bureau of Human Resources, per HRAR 8.05. If the employee's Manager/Supervisor disagrees with the request, the employee may proceed with the request using the process outlined in HRAR 8.05. The effective date of the reclassification action with respect to the employee's tenure, seniority, and status shall be the date the written request for reclassification and all required supporting documentation were filed with the Director of Human Resources unless another date is established by the Director of Human Resources.
- (c) **Granting of Status.** When a position is reclassified, the incumbent shall be granted status in the position when the following criteria are met:
1. Management makes a request to grant status when going through the position reclassification process; and
 2. The employee is the current incumbent for the position being reclassified and has occupied the position and has performed substantially all the duties of the new classification; and
 3. The employee being granted status meets the qualifications for the new classification.

Section 6, New Technology. In the event of implementation of a new technology which, because of a lack of qualifications of employees, may result in the layoff of employees or in the creation of a new job classification, the employer shall meet with the Union, at its request, to discuss training possibilities and other methods which might exist to reduce the impact on employees.

When the business requirements of customer bureaus, federal or state agencies, or industry oversight groups require that employees pass a criminal history check or background investigation, the City will require those employees to undergo the criminal history check or background investigation. An employee so required will be informed of the reason for it.

Employees who fail to pass the criminal history check or background investigation shall be permitted to exercise his/her rights in accordance with the provisions of Article 20 and Appendix B except the employee does not have the right to displace another employee.

Section 7, Recruitment Incentives.

- (a) Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 14 of this Agreement, when authorized by

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the Commissioner-in-Charge. Once placed on the scheduled noted above, future service with the City shall count normally towards additional vacation accrual rates.

- (b) When authorized by the Commissioner-in-Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit and in accordance with Article 14 of this Agreement.