

CPPW makes the following proposal on Performance Standards on _____. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

NOTE: Section 1 a) and b) has language drawn from the PROTEC contract between City of Portland and PROTEC, with modifications to reflect current practices and proposals

Article ____ Performance Standards

Section 1, General. Both parties acknowledge the importance of providing meaningful, relevant, and timely feedback to employees by managers and supervisors, and vice versa. As is standard for City of Portland bargaining contracts, CPPW would move to a step system for annual salary increases and rely on SuccessFactors Performance Management Goal Management (SF PMGM) for feedback, documentation, and newly, for the award of Performance Incentive Leave in place of Management Leave effective FY 24-25.

- (a) The parties recognize the City's right to establish and periodically review and revise performance norms and standards. Before adopting any revised performance norms and standards, the City shall notify the Union in writing and allow for thirty (30) days of review/response period.
- (b) The City will conduct performance reviews during employee probationary periods and at least annually thereafter. The City will utilize SF PMGM, up to but not including the Calibration Phase, as the standardized system for performance reviews for all employees in the bargaining unit. 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 rebut and document any points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.
- (c) CPPW Joint Labor and Management Committee reserves the right to request access logs/history and member rating reports from the City for purposes of reviewing ratings for fairness and consistency across classifications, workgroups, or bureaus, annually or as needed.
- (d) The City Wide SuccessFactors Steering Committee must include an appointee from the Union.

Section 2, Performance Year Management Changes. Disruptions in manager/supervisor during a performance cycle shall not yield negative impacts to employee review/rating. Employees entering SF PMGM on or after January 1, are given a rating of "too new to rate." Supervisors whose duties start on or after January 1, shall not be permitted to perform ratings or evaluations of union employees without utilizing and incorporating 360 evaluations.

- (a) Changes in management/supervisors during the performance year will not result in changes to approved Objectives and/or Performance Measures in SF PMGM without explicit agreement from the employee.
- (b) Changes to performance Objectives will be discussed between manager and employee for implementation in the following FY review cycle.
- (c) When a manager/supervisor transfers to another City position, they must complete the employee evaluation portion of SF PMGM collaboratively with the incoming

manager/supervisor. Alternatively, a vacating manager/supervisor may complete their portion of the employee review prior to departure, provided that the incoming manager/supervisor is not able to overwrite the review/rating of said employee. This is consistent with the Performance and Development Review Process Reference Guide, as created by BHR.

Section 3, Performance Incentive Leave Distribution. Performance Incentive Leave (PIL) is up to eighty (80) hours of additional leave awarded to employees by managers and supervisors based on individual numeric ratings in SuccessFactors. PIL is not to be used in place of overtime pay or other earned leaves but would be used as an incentive for year-round high performance.

- (a) 0 – 80 hours is available for PIL. Leave will be awarded based on agreed upon scale tied directly to SF PMGM Overall Numeric Rating
- (b) All CPPW members participating in SF PMGM would be eligible for the designated amount of PIL each FY.
- (c) PIL shall be tied to SF PMGM Overall Numeric Rating, as shown in the table below:
 - 1) Too New to Rate is for employees new to the City, on or after January 1. This does not apply to current City employees new to a position, as defined in the Performance and Development Review Process Reference Guide, as created by BHR.

Performance Rating Categories	Overall Numeric Rating	PIL Hours Awarded
Too New to Rate	0	0
Unsatisfactory	1.0-3.0	0
Below Expectations	3.1-5.0	0
Meets Expectations	5.1-7.0	32
Exceeds Expectations	7.1-9.0	56
Superior	9.1-10.0	80

- (d) Process would commence at end of review cycle. Bureau SF PMGM Admins run a ratings report to capture all CPPW employee ratings, submit said report to Central Timekeeping/BHR. Corresponding PIL hours would be awarded to employee leave banks no later than September 1 of each FY, to be used in the same FY.

Section 4, Employee Evaluations, Ratings and Probation Periods. Employee evaluation narratives must be free of bias or subjective language. Managers should rely on real life examples, data, and documentable facts that are in line with approved Objectives and Performance Measures when evaluating employees.

- (a) Evaluations are not comparative between employees/teams.
- (b) No Managers, Supervisors, or Bureau Directors shall have the authority to overwrite the evaluations or downgrade the overall ratings of an employee they do not directly supervise.
- (c) Quarterly evaluations must have substantial comments, including any concerns, directions/areas for improvement, employee development requirements, notice of employee improvement plan, or any feedback that would yield a rating of below or does not meet expectations.

- (d) SuccessFactors, or any performance evaluation software, may only be used as a tool for improvement and in no circumstance may such software be used as a mechanism for discipline.
- (e) Employee evaluations/ratings shall not be used during recruitment decisions without expressed consent or permission of the employee.

Section 5, Disagreements. Failure to comply with any sections here in may result in a grievance by the Union.