

City of Portland and
City of Portland Professional Workers Negotiation Ground Rules

The following Ground Rules will apply to bargaining between the City of Portland (City) and the City of Portland Professional Workers (Union) for bargaining a first contract labor agreement:

1. The spokesperson for the Union is Katelyn S. Oldham, Labor Attorney for the Union, or her designee.
2. The spokesperson for the City is Dan Rowan, Labor Attorney for the City, or his designee.
3. Each negotiating team represents to the other that it is authorized to negotiate to tentatively recommended contract settlement terms.
4. Up to nine (9) members of the CPPW negotiations team will be released for negotiations sessions without loss of pay when negotiations occur during the team member's regularly scheduled workday. Team members will code their time as ULCP. Team members will not be expected to return to work on days that negotiations occur unless half or more of a team member's regularly scheduled workday remains when negotiations conclude for the day.
5. Communications about negotiations between negotiations meetings will be between the Chief Spokespersons. Information requests related to bargaining will be presented to the Chief Spokesperson. Bargaining unit members will not access City information outside the normal scope of their employment for Union-related purposes except as allowed by HB 2016 or other law.
6. The date, time, and location for negotiating meetings shall be established by mutual agreement of the parties. CPPW members will not be expected to perform other job duties or work for the City on days when they are negotiating, except as described in paragraph 4.
7. At the beginning of each in-person negotiation session, the City will provide the parties with desk placards with their names and preferred pronouns. New members or new attendees of the Union or City will introduce themselves. Both parties agree that each participant will be honored by using that participant's stated/preferred pronouns throughout the course of negotiations. The parties agree that they will not file a ULP in the event of inadvertent or mistaken use of pronouns.
8. The 150 days of bargaining timeline under the PECBA will begin upon the date that the parties first exchange bargaining proposals, pursuant to the November 14, 2023 MOU between the parties.
9. No new issues may be raised after June 30, 2024. After June 30, 2024, no new subjects may be presented except as required for the exchange of counter proposals, for proposals that logically evolve from or are reasonably comprehended in prior proposals, or as mutually agreed by the parties.
10. All proposals shall be made in writing and dated. "Off the record," "what ifs" or suggestions for purposes of discussion/brainstorming do not constitute "proposals."

11. The parties will be permitted to caucus as necessary. The party requesting the caucus will inform the other of the anticipated length of the caucus.
12. CPPW bargaining unit members may attend in person, as observers. The number of observers will not interfere with orderly negotiations. Observers may only attend on non-work time. Observers must conduct themselves in accordance with these ground rules and may not actively participate or engage in any conduct that disrupts or interferes with the bargaining process.
13. The Chief Spokesperson will sign and date the Tentative Agreements ("TAs") on particular articles and issues for their respective parties. A TA closes negotiations on the issue unless both parties agree to reopen or either party fails to ratify the final TA. Such agreements must be in writing and signed by the respective parties' Chief Spokesperson.
14. All TAs are considered tentative subject to settlement/TA of the entire collective bargaining agreement and ratification of the Agreement as a whole. Each party will recommend approval of the final tentative agreement reached through collective bargaining to their respective constituencies. The final TA between the parties is subject to ratification by the Union and the passage of an ordinance by the City Council.
15. Any amendment or alteration to these ground rules during negotiations must be agreed to in writing by both parties. Such writings may include agreements made by email.
16. Following ratification by the parties, the City shall prepare and print a contract for signature. The City and Union shall be individually responsible for the printing costs of the quantity of contracts ordered by each party.

For the Union:

Katelyn Oldham

Signature

Katelyn Oldham

Name

Union Chief Spokesperson

Title

26/01/2024

Date

For the City:

Dan Rowan

[Dan Rowan \(Jan 26, 2024 14:16 PST\)](#)

Signature

Dan Rowan

Name

City Chief Spokesperson

Title

26/01/2024

Date