

Bridging the Gap:

Pay Equity Aspirations and Audits



ANNE MILLIGAN

DEPUTY CITY ATTORNEY, CITY OF PORTLAND

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Thanks to the incomparable Liset Bañuelos for creating this handout.

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OREGON CASES

Cahill v. Nike, Inc.

Decided Oct 9, 2020

3:18-cv-1477-JR

10-09-2020

KELLY CAHILL, SARAH JOHNSTON, LINDSAY ELIZABETH, and HEATHER HENDER, individually and on behalf of others similarly situated, Plaintiffs, v. NIKE, INC., an Oregon Corporation, Defendant.

RUSSO, Magistrate Judge

ORDER :

Named plaintiffs Kelly Cahill, Sara Johnston, Lindsay Elizabeth, and Heather Hender bring this putative class and collective action alleging that defendant Nike systematically discriminates against them and other similarly situated women at Nike headquarters regarding salary and promotions. Several additional plaintiffs have filed consents to join this action.

The parties are currently undertaking pre-certification discovery. Plaintiffs have made numerous discovery requests related to class certification. Plaintiffs have previously sought to

2 *2 compel documents related to their First Set of Request for Production (RFP) dated March 22, 2019 which the Court granted in part on October 30, 2019. Although not included in that motion, plaintiffs sought "studies, reviews, analyses, surveys, compilations or audits related to the effect or impact of any of the following Nike policies or practices that apply to HQ employees on female HQ employees: (a) compensation ... (g) promotions" in RFP 16 of the March 22, 2019 request.

On August 7, 2020, plaintiffs submitted a letter to the Court seeking to compel: (1) "Global" pay equity analyses comparing compensation of male and female employees; (2) Supplemental pay equity analyses Nike conducted with Mercer, an HR consulting company, to evaluate whether it has paid employees equitably compared to their peers; and (3) Studies or analyses related to time-in-job and pace of promotions conducted to address the lack of female representation in management. Nike asserts the compensation and promotion analyses are protected from production by the attorney/client privilege and attorney work product doctrine.

BACKGROUND

As plaintiffs note in their letter, Nike has conducted global¹ pay equity analyses annually since 2016, supplemental pay equity analyses annually since 2018, and time-in-job and pace of promotions analyses annually since 2018.

¹ All of the pay equity analyses for which plaintiffs seek documents were done on a global scale, i.e., not just Nike world headquarters in Beaverton, Oregon, but across Nike locations throughout the United States and World. Nike asserts this fact puts the relevance of these documents beyond the scope of this litigation. However, to the extent the analyses resulted in policies applicable to Nike headquarters pay and promotions, the discovery sought is relevant to this litigation. Plaintiffs seek only the part of the analyses relevant to the putative class members and their comparators at Nike World headquarters. -----

3 In November 2015, Nike received an EEOC Charge of Discrimination alleging lower pay *3 based on gender and race. In February 2016, a former Nike executive sent a demand letter to Nike's legal department ("Nike legal") threatening to file an age discrimination claim. Around this time period, Nike's compensation vice president sought legal advice regarding Nike's pay practices.

Nike engaged the law firm of Seyfarth Shaw LLP to provide legal advice to Nike legal in connection with, for example: (1) the development of statistical models to analyze compensation; (2) validation of those models and identifying outliers or other variables that might explain differences in pay practices; and (3) to counsel Nike legal on its pay practices and policy enhancements. In April 2016, Nike legal and Seyfarth assembled a project team to conduct compensation analyses to provide advice to Nike legal.

In December 2017, Nike legal learned about a compilation of complaints made by unidentified current and former employees following a gender survey conducted at Nike. Nike's global employment counsel believed Nike legal needed to analyze its compensation and promotion practices in order to advise Nike corporate regarding pay practices and policy enhancements; and to allow Nike legal to assess potential legal risk associated with the company's compensation and/or promotion practices. For this purpose, Nike again engaged Seyfarth Shaw to lead analyses of global pay equity/promotion/turnover issues in the event the complaints resulted in litigation. Nike also again consulted Mercer to aid in the analyses. Seyfarth Shaw provided legal advice to Nike legal in connection with: (1) the development of statistical models to analyze compensation and promotions; (2) validation of those models and identifying outliers or other variables that might 4 explain differences in pay or promotion *4 practices; and (3) to counsel Nike legal on policy enhancements.

In June 2018, Nike received an EEOC charge from a former employee alleging violations of the Federal Equal Pay Act, Title VII, and the Age Discrimination in Employment Act. Plaintiffs then filed this case in August 2018. Nike legal continued to seek compensation analyses from Seyfarth Shaw and expert advice from Mercer to render legal advice to Nike's corporate department in connection with the lawsuits and to continue to assess ongoing legal risk.

DISCUSSION

A. Privilege Logs

Plaintiffs assert Nike waived any privilege assertions by failing to timely produce a privilege log. Under [Fed. R. Civ. P. 34\(2\)](#), Nike had 30 days to respond to the request for production stating why the requested materials were being withheld and the basis for the objection. Under [Fed. R. Civ. P. 26\(b\)\(5\)](#), proper assertion of privilege must be more specific than a generalized, boilerplate objection. For purposes of producing a privilege log, the 30-day period is a default guideline. [Burlington N. & Santa Fe Ry. Co. v. U.S. Dist. Court for Dist. of Mont.](#), [408 F.3d 1142, 1149](#) (9th Cir. 2005).

[A] district court should make a case-by-case determination, taking into account the following factors: the degree to which the objection or assertion of privilege enables the litigant seeking discovery and the court to evaluate whether each of the withheld documents is privileged (where providing particulars typically contained in a privilege log is presumptively sufficient and boilerplate objections are presumptively insufficient); the timeliness of the objection and accompanying information about the withheld documents (where service within 30 days, as a default guideline, is sufficient); the magnitude of the document production; and other particular circumstances of the litigation that make responding to discovery unusually easy or unusually hard.

5 *5

Id.

As noted above, plaintiffs served their RFP on March 22, 2019. Plaintiffs assert that despite the fact they made ten written requests over a one-year period, Nike did not serve its first privilege log until February 2, 2020, and subsequent logs on March 13, 2020, July 24, 2020, August 31, 2020, and September 8, 2020.

In this case, plaintiffs made 83 RFPs for documents in three sets regarding a wide range of issues. As the previous motions practice and discovery disputes demonstrate, plaintiffs have brought an extensive proposed class action challenging Nike's pay and promotion decisions for virtually every woman employed at Nike world headquarters and their proposed male counterparts. During the pre-certification discovery, the parties have not only disputed what is discoverable, but also the discovery process itself. For example, Nike proposed a production of privilege logs near the close of discovery to allow the parties to focus on document production at the outset. Plaintiffs, as argued in this motion, assert

the logs should be provided within 30 days of service of the RFP. Nike chose to provide the logs on a rolling basis and, indeed, plaintiffs served their privilege logs on December 31, 2019, April 21, 2020 and August 5, 2020.

Nike did notify plaintiffs that responding to RFP 16 would take several months, which given the scope of the request and the layers of corporate structure it implicates (including work streams from individuals no longer employed by Nike), does not seem out of the ordinary. Indeed, the regularly scheduled status conferences with the Court highlight the difficulty the parties are having with discovery and the production of phased privilege logs from both sides reflects that difficulty. As noted below, despite the lengthy
6 time period for fully addressing the *6 privileges at issue in this case, evaluation of the assertion of privilege can be made. The magnitude of the document production justifies the length of time in producing the logs as do the other particular circumstances of the litigation that make responding to discovery unusually difficult. The Court declines to find Nike has waived the assertion of the attorney-client privilege or work product doctrine. See Yith v. Nielsen, 2019 WL 2567290, at *5 (E.D. Cal. June 21, 2019) (while it is uncontroverted that defendants failed to produce a privilege log timely, waiver was inappropriate because the magnitude of the production is great and the document and privilege log production in this case was also unusually challenging).

Plaintiffs also assert that the privilege logs themselves are deficient. To be sufficient the log should identify: (1) the attorney and client involved; (2) the nature of the document; (3) persons or entities shown on the document to have received or sent the document; (4) persons or entities known to have been furnished the document or informed of its substance; and (5) the date the document was generated, prepared, or dated. In re Grand Jury Investigation, 974 F.2d 1068, 1071 (9th Cir. 1992). In addition, the affidavits and declarations submitted in support of

the privilege in the briefing on this motion may aid the Court in answering questions as to whether the assertion of privilege is sufficient. See id. (Whatever questions the Corporation's log might leave open with regard to whom the documents were shown or were intended to be shown are answered to our satisfaction by the affidavits of the attorneys responsible for preparing the documents).

The logs here are sufficient to assert the attorney-client and work product doctrine privilege. For instance, Nike's March 13, 2020, privilege log (items 25-79) identify the *7 document, the author and recipient, the description of the redaction, the privilege asserted, and the date. In certain instances, recipient information is missing, however, Nike is still investigating all recipients given the complexity of the discovery involved and the turnover of employees. The Court finds the privileges were adequately asserted.

B. Attorney-Client Privilege

A party asserting the attorney-client privilege has the burden of establishing the existence of an attorney-client relationship and the privileged nature of the communication. United States v. Ruehle, 583 F.3d 600, 607 (9th Cir. 2009). Whether the pay equity analyses and promotion analyses are covered by the privilege depends on:

- (1) Where legal advice of any kind is sought
- (2) from a professional legal adviser in his capacity as such,
- (3) the communications relating to that purpose,
- (4) made in confidence
- (5) by the client,
- (6) are at his instance permanently protected
- (7) from disclosure by himself or by the legal adviser,
- (8) unless the protection be waived.

United States v. Graf, 610 F.3d 1148, 1156 (9th Cir. 2010).

The Court finds Nike retained Seyfarth Shaw (and experts in human resources to assist in developing legal advice) to provide legal advice regarding the

development of statistical models to analyze compensation/promotion and the validation of those models to identify outliers that might explain differences in pay. The retention was made in order to counsel Nike on its pay practices and pay adjustment matters, and to help Nike legal remediate risk arising out of or relating to pay and/or promotion discrepancies for members of protected classes. Nike demonstrates that it instituted privilege protocols and guidelines to maintain attorney-client privilege in the development and distribution of the analyses for the teams and individuals *8 involved, including related documents and correspondence regarding the analyses.

To the extent plaintiffs assert Nike failed to maintain the confidentiality of the documents and communications by publicly discussing them, disclosure of the outcome of the process does not constitute a waiver. See Rauh v. Coyne, 744 F. Supp. 1181, 1185 (D.D.C. 1990) (The privilege was not waived merely because defendants' disclosed counsel's conclusion).

Plaintiffs also assert the analyses was conducted for a business purpose and not a legal purpose. However, if the communication is made primarily for the purpose of securing legal advice, an incidental request for business advice will not vitiate the privilege. Portland Wire & Iron Works v. Barrier Corp., 1980 U.S. Dist. LEXIS 17898, *4 (D.Or. May 20, 1980).

The Court is satisfied that the documents at issue fall within the attorney-client privilege and need not be disclosed. In addition, as discussed below, Nike adequately demonstrates that the requested documents, as well as those created by Mercer and Willis Towers Watson, also fall within the work product doctrine. C. Work Product Doctrine

[T]he work-product doctrine shelters the mental processes of the attorney, providing a privileged area within which he can analyze and prepare his client's case. But the doctrine is an intensely practical one, grounded in the realities of litigation in our adversary system. One of those realities is that attorneys often must rely on the assistance of investigators and other agents in the compilation of materials in preparation for trial. It is therefore necessary that the doctrine protect material prepared by agents for the attorney as well as those prepared by the attorney himself.

United States v. Nobles, 422 U.S. 225, 238-39 (1975).

To qualify for work product protection documents must have two characteristics: (1) they must be prepared in anticipation of litigation or for trial, and (2) they must be prepared by or for ^{*9} another party or by or for that other party's representative. In re California Pub. Utils. Comm'n, 892 F.2d 778, 780-81 (9th Cir. 1989). The Court finds that Nike has adequately demonstrated that the EEOC Charges, internal complaints, and demand letters precipitated, at least in significant part, the undertaking and continuation of the analyses at issue. See In re Grand Jury Subpoena (Mark Torf/Torf Envtl. Mgmt.), 357 F.3d 900, 907 (9th Cir. 2004) (a document should be deemed prepared in anticipation of litigation and thus eligible for work product protection if in light of the nature of the document and the factual situation in the particular case, the document can be fairly said to have been prepared or obtained because of the prospect of litigation). The reason Nike sought Seyfarth's advice was not to primarily address a business purpose such as pay competitiveness in the industry (which ideally would be a gender-neutral issue), but to address potential legal liabilities for pay inequities that may result from its pay policies and compensation/promotion structure.

D. Sword and Shield

Plaintiffs assert Nike implicitly waived any privilege by using the analyses as both a sword and shield because Nike asserts an affirmative defense such as good faith claiming it had a legitimate business purpose for its pay decisions.

There is a three-pronged test for determining whether there has been an implied waiver of the attorney-client privilege. First, the Court considers whether Nike is asserting the privilege as the result of some affirmative act, such as filing suit. Second, the Court examines whether through this affirmative act, Nike puts the privileged information at issue. Finally, the Court evaluates whether allowing the privilege would deny the opposing party access to information ^{*10} vital to its defense or case. United States v. Amlani, 169 F.3d 1189, 1195 (9th Cir. 1999).

At this stage, it is unclear what evidence Nike will offer in support of its affirmative defenses and the issue appears better suited to discovery related to the merits of the case and not certification issues. Nonetheless, as the record stands now, it does not appear that Nike is using the privilege as a both a sword and a shield.

[A] party may be deemed to have waived privilege or work product protection by asserting a defense of good faith reliance on counsel. This type of waiver is sometimes referred to as the at-issue waiver or the fairness doctrine. See generally Pearlstein, 2019 WL 1259382, at ^{*7-8}. The rule is that a party cannot assert reliance on counsel as a defense or selectively proffer protected information in litigation without waiving privilege. Fairness requires waiver in these circumstances so a party's adversary may fully explore the validity of the good faith defense and prepare cross examination.

Brown v. Barnes & Noble, Inc., 2019 WL 7168146, at ^{*7} (S.D.N.Y. Dec. 23, 2019). For instance, Nike does not appear to assert a good

faith reliance on the advice of counsel to escape liability for any discrimination in its pay/promotion policies related to these analyses. Accordingly, the motion to compel the documents based on implied waiver is denied without prejudice to raise during merits discovery.

CONCLUSION

Plaintiffs' motion to compel (as stated in their letter to the Court dated August 7, 2020) is denied as noted above.

DATED this 9th day of October, 2020.

/s/ Jolie A. Russo

JOLIE A. RUSSO

United States Magistrate Judge

FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

JENNIFER JOY FREYD,
Plaintiff-Appellant,

v.

UNIVERSITY OF OREGON; MICHAEL
H. SCHILL; HAL SADOFSKY,
Defendants-Appellees.

No. 19-35428

D.C. No.
6:17-cv-00448-
MC

OPINION

Appeal from the United States District Court
for the District of Oregon
Michael J. McShane, District Judge, Presiding

Argued and Submitted May 12, 2020
Portland, Oregon

Filed March 15, 2021

Before: Jay S. Bybee and Lawrence J. VanDyke, Circuit
Judges, and Kathleen Cardone,* District Judge.

Opinion by Judge Bybee;
Partial Concurrence and Partial Dissent by Judge VanDyke

* The Honorable Kathleen Cardone, United States District Judge for the Western District of Texas, sitting by designation.

SUMMARY**

Employment Discrimination

The panel reversed in part and affirmed in part the district court's grant of summary judgment in favor of the University of Oregon and other defendants in an action brought by a professor under the Equal Pay Act, Title VII, Title IX, and Oregon law.

Jennifer Freyd, a Professor of Psychology, alleged that the University paid her several thousand dollars less per year than it paid four of her male colleagues, despite their being of equal rank and seniority.

Reversing the district court's summary judgment on the Equal Pay Act claim, the panel held that on such a claim, the plaintiff has the burden of establishing a prima facie case of discrimination by showing that employees of the opposite sex were paid different wages for equal work. The plaintiff must show that the jobs being compared (not the individuals holding the jobs) are substantially equal. The panel concluded that, viewing the evidence in the light most favorable to Freyd, a reasonable jury could find that she and her comparators performed a common core of tasks and did substantially equal work.

Declining to certify questions to the Oregon Supreme Court, the panel reversed the district court's summary judgment on Freyd's claim under Or. Rev. Stat. § 652.220,

** This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

which prohibits employers from paying wages to any employee “at a rate less than that at which the employer pays wages to employees of the opposite sex for work of comparable character, the performance of which requires comparable skills.” Under Oregon law, “comparable work” is a more inclusive standard than equal work, and requires that the two jobs “have important common characteristics.” The panel concluded that Freyd raised a genuine issue of material fact under § 652.220 for the same reasons she did so under the Equal Pay Act.

The panel reversed the district court’s summary judgment on Freyd’s disparate impact claim under Title VII. The panel held that to make a *prima facie* case of disparate impact, a plaintiff must show that a facially neutral employment practice has a significantly discriminatory impact on a group protected by Title VII. The plaintiff must also establish that the challenged practice is either not job related or is inconsistent with business necessity. Even if the practice is job related and consistent with business necessity, though, the plaintiff may still prevail by showing that the employer refuses to adopt an available alternative practice that has less disparate impact and serves the employer’s legitimate needs. The panel concluded that, first, Freyd challenged a specific employment practice of awarding retention raises without also increasing the salaries of other professors of comparable merit and seniority. Second, she put forth evidence that this practice caused a significant discriminatory impact, and a reasonable jury could find that her statistical analysis showed a *prima facie* case of disparate impact. The panel agreed with the Seventh Circuit that where a sample is small but the results nevertheless indicate a disparity, the granting of summary judgment in favor of the defendant is premature.

The panel further held that the University did not establish a business necessity defense as a matter of law.

The panel affirmed the district court's summary judgment on Freyd's claims for disparate treatment under Title VII and her claims under Title IX, Or. Rev. Stat. § 649A.030, and the Oregon Equal Rights Amendment.

Dissenting in part and concurring in part, Judge VanDyke wrote that the district court's judgment on all claims, except Freyd's Or. Rev. Stat. § 652.220 claim, should be affirmed. Judge VanDyke wrote that the market-driven practice of pay disparities based on retention raises does not violate federal and Oregon laws prohibiting sex discrimination.

COUNSEL

Jennifer J. Middleton (argued) and Caitlin V. Mitchell, Johnson Johnson Lucas & Middleton PC, Eugene, Oregon; Whitney Stark, Albies & Stark LLC, Portland, Oregon; for Plaintiff-Appellant.

Paula A. Barran (argued), Shayda Zaerpoor Le, and Donovan L. Bonner, Barran Liebman LLP, Portland, Oregon, for Defendants-Appellees University of Oregon and Hal Sadofsky.

Cody M. Weston (argued), Stephen F. English, and Nathan R. Morales, Perkins Coie LLP, Portland, Oregon, for Defendant-Appellee Michael H. Schill.

Jennifer A. Reisch (argued), Equal Rights Advocates, San Francisco, California; Kelly M. Dermody and Michelle A. Lamy, Lieff Cabraser Heimann & Bernstein, San Francisco, California; for Amicus Curiae Equal Rights Advocates, 47 Organizations, and 57 Professors.

Glenn Rothner, Rothner Segall & Greenstone, Pasadena, California; Risa Lieberwitz, Donna Young, Aaron Nisenson, and Nancy Long, American Association of University Professors, Washington, D.C.; for Amicus Curiae American Association of University Professors.

OPINION

BYBEE, Circuit Judge:

Jennifer Freyd is a Professor of Psychology at the University of Oregon (“the University”). Although she is a well-recognized academic and pioneer in trauma studies, the University pays Freyd several thousand dollars less per year than it does four of Freyd’s male colleagues, despite their being of equal rank and seniority. Freyd alleges that this gender disparity in pay is department wide and is caused by the University’s practice of granting “retention raises” to faculty as an incentive to remain at the University when they are being courted by other academic institutions. She further claims that female professors at the University of Oregon are less likely to engage in retention negotiations than male professors, and when they do, they are less likely to successfully obtain a raise.

Freyd sued the University alleging violations of, *inter alia*, the Equal Pay Act, Title VII, Title IX, and Oregon law.

The district court granted summary judgment in favor of the University on all counts, finding that Freyd had failed to raise any genuine issue of material fact. *Freyd v. Univ. of Or.*, 384 F. Supp. 3d 1284 (D. Or. 2019).

We reverse in part and affirm in part.

I. FACTUAL AND PROCEDURAL HISTORY

A. *Professor Freyd*

Jennifer Freyd is a Professor of Psychology at the University of Oregon.¹ She holds a PhD from Stanford University and taught at Cornell University before moving to the University of Oregon in 1987. Professor Freyd is “a leader in the field on the psychology of trauma,” where “[f]or two decades she has been one of the main theoretical contributors and intellectual forces.” She has authored several books and written hundreds of articles, most in peer-reviewed academic journals, on the topic of institutional trauma. Her colleagues describe her as “one of the most esteemed members in the Psychology Department.”

At the University, Freyd is the principal investigator at the Freyd Dynamics Laboratory where she conducts empirical studies related to the effects of trauma. In that position, she is responsible for running the laboratory and supervising doctoral candidates, undergraduate students, and the lab manager. She finances the laboratory through private

¹ “Because this case comes to us on defendants’ motion for summary judgment, we take all facts in the light most favorable to [Freyd], the nonmoving party.” *Hopkins v. Bonvicino*, 573 F.3d 752, 760 n.2 (9th Cir. 2009).

donations. She also serves as the editor of the *Journal of Trauma & Dissociation*, “one of the most influential journals in the cross-disciplinary field of trauma research.” In that role, she is responsible for writing editorials, selecting articles, and “supervis[ing] an editorial assistant, [seven] associate editors, 65 editorial board members, and dozens of ad hoc reviewers.” She has also served on the editorial board for multiple other journals, and has worked as a guest reviewer for several foundations and journals.

Freyd has served in a variety of roles at the University. From 2014 through 2016, she served as a member of the University’s Committee to Address Sexual and Gender Based Violence. In that role, she drafted policy proposals, administered campus-wide surveys, and wrote a substantive report on gender violence at the University. She was also the “central architect of the new reporting policy for sexual violence on campus.” This service role “took an enormous amount of [her] time.”

In addition, Freyd does “significant amounts of briefing, teaching, and consulting work for entities outside the higher education context, for example, for the United States Military and the National Park Service.” She has worked as a consultant on twenty-two criminal and civil trials, and has consulted with a United States Senator and the White House.

B. *How the University Sets Salaries*

The Psychology Department of the University of Oregon adjusts tenure and tenure-track faculty salaries using two different mechanisms. First, faculty may seek a merit raise based on job performance. To obtain a merit raise, faculty must submit to a review of their performance over the

preceding three years. During this review, faculty are assessed based on the contributions they have made in the areas of research, teaching, and service.

Second, professors may seek a retention raise if they are being recruited by another academic institution. In these instances, the University considers the following five factors in determining whether it wishes to extend the professor a retention raise:

- expected productivity and potential of the faculty member to make a significant contribution to the unit and the university,
- the weight of evidence indicating imminent departure in the absence of a salary adjustment,
- any previous retention increases awarded to the faculty member,
- implications for internal equity within the unit, and
- strategic goals of the unit, school or college, and university.

Freyd states that although she receives “initial probes” from other universities about once a year, she has never engaged in a retention negotiation nor received a retention raise. She was happy at the University, her husband was employed there, they were raising a family, and she was not willing to misrepresent her willingness to accept a position elsewhere and leave the University of Oregon.

C. Evidence of Gender Disparities in Pay

In 2014, as part of an unrelated public records request, Freyd unintentionally received salary information for the Psychology Department faculty. She noticed that she was making between \$14,000 and \$42,000 less per year than four of her male colleagues with whom she was of comparable rank and tenure.² The four men—referred to in the litigation as “the comparators”—were Ulrich Mayr, Gordon Hall, Phil Fisher, and Nicholas Allen.

1. Ulrich Mayr

Ulrich Mayr was the Psychology Department’s Head between 2014 and 2017. In that role, he was responsible for “day-to-day personnel and human resource matters, misconduct investigations, managing the faculty review process, and negotiating with faculty seeking retention offers.” *Freyd*, 384 F. Supp. 3d at 1291. As Department Head, Mayr did not teach classes. Mayr has editorial responsibilities on academic journals. Mayr has received two retention raises.

2. Gordon Hall

Gordon Hall has been a Professor of Psychology at the University since 2001. From 2008 until 2017, he served as the Associate Director of the Center on Diversity and Community (CoDaC). In that role, he was responsible for planning and presenting workshops, assisting faculty in obtaining financial and other support, and representing

² The five were classified as “senior faculty member[s]” in the clinical division of the Psychology Department.

CoDaC in university-wide meetings. He reports that the role occupied “a significant and substantial amount of [his] time.” Hall has editorial responsibilities on academic journals. Hall has received two retention raises.

3. Phil Fisher

Phil Fisher has been a Professor of Psychology at the University since 2008. He served as the Director of Clinical Training from 2014 through 2017. That position required him to oversee training in psychotherapy, organize weekly seminars, monitor curriculum, and interface with accrediting agencies. He is also the founding director of the University’s Center for Translational Neuroscience. In that role, he is responsible for ensuring funding, managing and supervising staff, overseeing the budget, and making strategic decisions for the Center.

Much of Fisher’s research is funded by federal grants, so Fisher also spends much of his time applying for and administering those grants. “Serving as a principal investigator or co-principal investigator of a grant imposes substantial administrative and professional responsibilities,” including “obtaining appropriate institutional reviews and approval, performing the work, monitoring the work performed by others, exercising oversight on project personnel and sub-awards” and “manag[ing] submission of facilities and administrative charges to the funding agency.” He has engaged in at least one retention negotiation.

4. Nicholas Allen

Nicholas Allen has been a Professor of Psychology at the University since 2014. He is the Director of the Center for

Digital Mental Health, which, like Freyd's laboratory, is privately funded. Like Fisher, however, some of Allen's other research is funded through federal grants, for which he must prepare and submit annual progress reports, manage students and researchers, "do media," and manage "the ethical aspects of the research in accordance with federal requirements." His research involves use of brain scanning machinery and biological samples, which requires oversight from technical staff. Allen has editorial responsibilities for academic journals. He has engaged in at least one retention negotiation.

D. *Connecting Retention Raises to Pay Disparities*

After obtaining the salary information and noticing the disparity in pay, Freyd conducted her own regression analysis on the data, comparing salary to years since PhD.³ She noticed a marked disparity in pay between the genders: out of fourteen full professors in the Psychology Department, six out of the eight male professors (75 percent) fell above the regression line, while five out of six female professors (83 percent) fell below it. In April 2015, Freyd and two other female psychology professors, Dare Baldwin and Holly Arrow, conducted a second regression analysis on this data. This second analysis presented similar results.

In the spring of 2016, the Psychology Department engaged in a mandatory annual self-study. The self-study

³ A regression analysis is "a common statistical tool . . . designed to isolate the influence of one particular factor—[e.g.,] sex—on a dependent variable—[e.g.] salary." *EEOC v. General Tel. Co. of Nw., Inc.*, 885 F.2d 575, 577 n.3 (9th Cir. 1989) (quoting *Sobel v. Yeshiva Univ.*, 839 F.2d 18, 21–22 (2d Cir. 1988)) (alterations in original).

revealed further information about the pay disparity. The study showed that the Psychology Department faced “a significant equity problem with respect to salaries at the Full Professor level,” with an annual average difference in salary between male and female full professors of \$25,000. The self-study concluded:

[T]his state of affairs appears to have emerged mostly as a result of retention raises playing a central role in Full Professors achieving competitive salaries. Faculty who have not pursued multiple outside offers across time, have fallen progressively and significantly behind in salary. In fact, when we control the number of years since the last major hiring/retention negotiation, the gender difference completely disappears.

The study also noted that of the twenty retention negotiations the Psychology Department had engaged in from 2006 through 2016, “only [four] affected female faculty, and only [one] of the successful retention cases was a woman,” despite the fact that the percentage of female faculty in the department was around 50 percent. The study observed that “[i]n the past, the university occasionally provided substantial funds to address equity problems. However, this has not happened for about ten years. Thus, currently there are no tools available to address the equity problems that Psychology is facing.”

Several months later, in December 2016, Psychology Department Head Mayr conducted his own regression analysis. This analysis included multiple variables, including years since PhD, years in rank, gender, and years since a

professor's last major negotiation. Mayr found that when he controlled for retention negotiations, the gender differential in pay decreased from \$22,000 to \$5,000. He sent his results to Andrew Marcus and Hal Sadofsky, the Dean and Associate Dean of the College of Arts and Sciences, with the comment that the "imbalance [between male and female full professor salaries] is difficult to ignore," in particular when considering lifetime cumulative effects. After offering several suggestions for addressing the problem, Mayr expressed "hope [that] we can immediately address our most glaring inequity case," Jennifer Freyd, and he recommended a "retroactive promotion raise" to "bring her salary to parity with the next-highest paid, male full professor."

Additional evidence came forth in December 2018, after this lawsuit was filed. Freyd retained economist Kevin Cahill to analyze "whether gender differences exist with respect to the salaries of full professors, and the degree to which any observed differences can be attributed to retention raises." Cahill based his analysis on the base salary of each full professor in the Psychology Department from 2007 through 2017, which amounted to a data set that included 125 data points. Cahill performed a regression analysis on this data and determined with a 99 percent degree of confidence "that female full professors earned, on average, approximately \$15,000 less than their male counterparts, controlling for years in rank and time trends."⁴ But when Cahill controlled for retention raises, "gender no longer was a statistically-significant determinant of full professor salaries." Cahill concluded that this evidence "strongly suggests that the

⁴ Academic publications typically consider a 95 percent confidence or higher to be statistically significant.

gender discrepancy in full professor salaries can be attributed to retention raises.”

In January 2019, the University retained Debra Jones Ringold, Professor of Marketing at the Atkinson School of Management at Willamette University, to evaluate Cahill’s analysis. Although Professor Ringold did not conduct her own statistical analysis, she questioned Cahill’s conclusions, arguing that because Cahill did not “examine the conditions under which retention raise negotiations are triggered and consummated,” he failed to rule out alternative causes of the correlation between gender and retention raises he found. Ringold argued that the study had “no probative value” because of the “very small size of the study population.”

E. Procedural History

In January 2017, after Mayr forwarded his analysis, Freyd met with Marcus and Sadofsky to discuss the data⁵ and request a retroactive merit raise to compensate for the pay inequity the retention raises had caused. In response, Sadofsky conducted his own analysis and “concluded [that Freyd’s] compensation was not unfairly, discriminatorily, or improperly set.”⁶ Accordingly, she was denied a raise.

⁵ This did not include the Cahill study or Ringold analysis, which had not yet been completed at this time.

⁶ In his declaration prepared for this suit, Dean Sadofsky stated that he continued to hold the view that Professor Freyd had not been treated unfairly. He offered a detailed account of various factors that go into faculty salaries at the University, including state funding and external grants. Sadofsky offered additional context to show that Freyd’s salary relative to her colleagues had changed over time and would have been quite favorable when measured in other time periods; the small number of

Two months later, in March 2017, Freyd filed a complaint, which she later amended, against the University, Sadofsky, and Marcus in the District of Oregon. She asserted various causes of action under the Equal Pay Act, 29 U.S.C. § 206(d); Title VII, 42 U.S.C. § 2000e-2; Title IX, 20 U.S.C. § 168(a); the Equal Protection Clause of the United States Constitution, U.S. Const. amend. XIV; the Equal Rights Amendment of the Oregon Constitution, Article 1, § 46; Oregon Revised Statute § 659A.030; Oregon Revised Statute § 652.220; and breach of contract.

The district court granted summary judgment for the defendants on each claim. It concluded that Freyd failed to raise a genuine issue of fact as to her Equal Pay Act and § 652.220 claims because she could not show that she and the comparators performed substantially equal or comparable work. *Freyd*, 384 F. Supp. 3d at 1290–95. The district court further concluded that Freyd’s Title VII disparate-impact claim failed as a matter of law because (1) Freyd had presented insufficient statistical evidence of a disparate impact and, alternatively, (2) the university established that the challenged practice was job related and a business necessity. *Id.* at 1296–98. As to the Title VII disparate

professors in her cohort and their own movements in and out of the University affected her statistics.

He also observed that “[r]etention raises have a distorting effect” but are necessary “if the University is to retain faculty who bring in substantial external funding.” He regarded the causal correlations demonstrated by Professors Freyd and Mayr as “too simplistic and incomplete.” He concluded that because “[f]aculty pay is based on many factors other than seniority, . . . Prof. Freyd is well and fairly compensated by standards of her department, the college, the University, and even the profession.”

treatment, § 659A.030, Title IX, and Oregon constitutional claims, the district court concluded that Freyd had failed to present any evidence of discriminatory intent. *Id.* at 1295. It concluded that Freyd lacked standing to bring the contracts claim, and that the individual defendants were entitled to qualified immunity on the equal-protection claim, which was only brought against them and not the University. *Id.* at 1298–1300. Freyd brought a timely appeal.⁷

II. JURISDICTION AND STANDARD OF REVIEW

We have jurisdiction over this appeal under 28 U.S.C. § 1291.

We review grants of summary judgment de novo. *Animal Legal Def. Fund v. U.S. FDA*, 836 F.3d 987, 988 (9th Cir. 2016) (en banc) (per curiam). Under Federal Rule of Civil Procedure 56(a), summary judgment is appropriate if the pleadings and supporting documents “show[] that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A dispute is genuine when “a reasonable trier of fact could resolve the issue in the non-movant’s favor.” *Fresno Motors, LLC v. Mercedes Benz USA*, 771 F.3d 1119, 1125 (9th Cir. 2014). In making this assessment, we must resolve all inferences in Freyd’s favor and view the evidence in the light most favorable to Freyd. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986).

⁷ Freyd has not appealed the district court’s decision on the equal-protection and contract claims.

III. ANALYSIS

A. *The Equal Pay Act*

The Equal Pay Act mandates that

No employer . . . shall discriminate . . . between employees on the basis of sex by paying wages to employees . . . at a rate less than the rate at which he pays wages to employees of the opposite sex . . . for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earning by quantity or quality of production; or (iv) a differential based on any other factor than sex.

29 U.S.C. § 206(d)(1). “In an Equal Pay Act case, the plaintiff has the burden of establishing a prima facie case of discrimination by showing that employees of the opposite sex were paid different wages for equal work.” *Stanley v. Univ. of S. Cal.*, 178 F.3d 1069, 1073–74 (9th Cir. 1999). To make this showing, the plaintiff must demonstrate that the jobs being compared—not “the individuals who hold the jobs”—are “substantially equal.” *Id.* at 1074. “Substantially equal” does not necessarily mean “identical.” See *Forsberg v. Pac. Nw. Bell Tel. Co.*, 840 F.2d 1409, 1414 (9th Cir. 1988) (quotation marks and citations omitted); cf. *Hein v. Or. Coll. of Educ.*, 718 F.2d 910, 917 (9th Cir. 1983) (reasoning that if a claim could be defeated by showing that the plaintiff had

additional duties, employers could easily subvert the intent of the Equal Pay Act). Instead, “the crucial finding on the equal work issue is whether the jobs to be compared have a ‘common core’ of tasks.” *Stanley*, 178 F.3d at 1074 (quoting *Brobst v. Columbus Servs. Int’l*, 761 F.2d 148, 156 (3d Cir. 1985)). Once a plaintiff establishes a common core of tasks, “the court must then determine whether any additional tasks, incumbent on one job but not the other, make the two jobs ‘substantially different.’” *Id.* (quoting *Brobst*, 761 F.2d at 156). “The question of whether two jobs are substantially equal is one that must be decided on a case-by-case basis.” *Hein*, 718 F.2d at 913.

The record here contains extensive evidence about the work that Freyd and her four comparators do. A jury could find—as the district court did, and as the dissent proposes—that Freyd and her comparators’ jobs are rendered unequal by the differences in the research that they do, centers that they run, and funding that they obtain. Yet the evidence here is not so one-sided as to mandate this conclusion as a matter of law. Instead, viewing the evidence in the light most favorable to Freyd, a reasonable jury could find that Freyd and her comparators perform a “‘common core’ of tasks” and do substantially equal work.

First, the district court arrived at its conclusion on this issue by contrasting the individual responsibilities of Freyd, Mayr, Hall, Fisher, and Allen, including the separate laboratories or projects they supervised. *See, e.g., Freyd*, 384 F. Supp. 3d at 1291 (analyzing Hall’s work at CoDaC); *id.* at 1292 (assessing Fisher’s responsibilities managing federal grants); *id.* at 1293 (commenting on Allen’s position as the director of the Center for Digital Mental Health). But “[i]t is the overall job, not its individual segments, that must

form the basis of comparison” in assessing the comparability of occupations. *Gunther v. Washington County*, 623 F.2d 1303, 1309 (9th Cir. 1979) (internal citations omitted); *cf. Buntin v. Breathitt Cty. Bd. of Educ.*, 134 F.3d 796, 799 (6th Cir. 1998) (“Whether the work of two employees is substantially equal ‘must be resolved by the overall comparison of work, not its individual segments.’”) (quoting *Odomes v. Nucare, Inc.*, 653 F.2d 246, 250 (6th Cir. 1981)); *EEOC v. Cent. Kan. Med. Ctr.*, 705 F.2d 1270, 1272 (10th Cir. 1983), *rejected on other grounds by McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 134 n.10 (1988) (“An employer may not ‘escape the Act’s reach by drawing overly fine distinctions in the tasks at issue.’”) (quoting *Berman v. S. Davis Cmty. Hosp.*, 538 F.2d 859, 861 (10th Cir. 1976)).

A reasonable jury could find that Freyd, Fisher, Allen, and Hall share the same “overall job.”⁸ As full professors in the Psychology Department, Freyd and those three comparators all conduct research, teach classes, advise students, and “serve actively on departmental, college, and university committees and in other roles in service to the institution.” They also “contribute to the University’s goals regarding equity and inclusion” by participating in relevant associations and organizations. Although Freyd and her comparators all perform each of these functions, it is also true

⁸ Mayr may be different because he was Department Head from 2014 through 2017. His administrative work consumed a great deal of his time; he did not teach classes, and the record does not show that he conducted research, obtained funding, or ran a center as did Freyd and the others. *See Hein*, 718 F.2d at 914–16 (finding a full-time coach’s work substantially equal to that of a professor who did some coaching, but not substantially equal to that of a professor who did not coach at all). For this reason, our discussion of Freyd’s comparators in the following section refers only to Hall, Allen, and Fisher.

that they do not teach the same courses, or supervise the same doctoral students, or manage the same centers. In this respect, they are not identical. But we are unable *as a matter of law* to pronounce their responsibilities so unique that they cannot be compared for purposes of the Equal Pay Act. *See Hein*, 718 F.2d at 914–17 (finding job of men’s basketball coach substantially equal to plaintiff who taught classes, coached various women’s sports, and served as an advisor and to plaintiff who spent 5/9 of her time coaching and 4/9 of her time on administrative duties).⁹ Indeed, as Dean Sadofsky explained, the University itself regularly makes such comparisons in determining faculty salaries. He believes Freyd is “well and fairly compensated” under Department and University standards and that any differences in compensation have not been “affected by any gender bias.” The dissent complains that we emphasize a “superficial” common core of tasks and downplay the “obvious” differences between Freyd and her male comparators. Dissenting Op. at 40. The differences are not so obvious, however, that for purposes of the Equal Pay Act, we can discern them without recourse to the finder of fact, the jury.

⁹ The dissent faults us for relying on *Hein* because the court there relied on the clearly erroneous standard of review and made a statement in *dicta* that it may have approached the analysis differently if reviewed de novo. Dissenting Op. at 44 n.3 (citing *Hein*, 718 F.2d at 913, 915, 917–18). We do not believe the standard of review applied undercuts our conclusion here, as in *Hein* we were reviewing the district court’s judgment and factual findings after a *bench trial*. *Hein*, 718 F.2d at 912. De novo review at a bench trial and summary judgment are different; there is no requirement to take the facts in the light most favorable to the non-moving party at a bench trial. Thus, the dissent places undue weight on this statement regarding a hypothetical de novo review and ignores the court’s subsequent statement that “*sufficient evidence* supports the district court’s determination that the two jobs had substantially equal responsibility.” *Hein*, 718 F.2d at 915.

A couple of examples demonstrate the problem. The district court found relevant that Fisher founded and runs the Center for Translational Neuroscience. *See Freyd*, 384 F. Supp. 3d at 1292. In that role, he is responsible for ensuring funding, managing and supervising staff, overseeing the budget, and making strategic decisions. But Freyd likewise is the founder and principle investigator at Freyd Dynamics Labs. In that role, she is responsible for managing staff and students, raising funds, budgeting, and drafting and submitting conference presentations. Fisher and Freyd's centers are different, and this difference may justify a variance in the salary of their supervisors, but a reasonable jury could find these roles do not make Fisher and Freyd's jobs "substantially different." *Stanley*, 178 F.3d at 1074.

The district court also gave weight to the fact that Hall was the Associate Director of CoDaC from 2008 to 2017. *Freyd*, 384 F. Supp. 3d at 1291–92. In that role, he was responsible for planning and presenting workshops, assisting faculty in obtaining financial and other support, and representing CoDaC in meetings. But Freyd served as an appointed member to the University Committee to Address Sexual and Gender Based Violence from 2014 through 2016, a role which "took an enormous amount of [her] time" and included drafting policy proposals, administering campus-wide surveys, and writing a report. Again, we do not believe we can determine as a matter of law whether these two service roles makes Hall and Freyd's jobs substantially different.

The district court also focused on the fact that Freyd's research is privately funded, while her comparators administer federal grants. *Id.* at 1291–94. The record shows that administering a federal grant is a labor-intensive

endeavor. In his declaration, Fisher explained that the administrator of a federal grant is responsible for “obtaining appropriate institutional reviews and approval, performing the work, monitoring the work performed by others, . . . understanding and adhering to all sponsor-imposed terms and conditions as well as University policies and procedures related to the specific type of work . . . prepar[ing] and timely submit[ing] reports, signoffs and approvals . . . [and] manag[ing] submission of facilities and administrative charges to the funding agency.” But according to Freyd, obtaining private funding requires similar efforts, and she must perform almost all of these same tasks as the principal investigator at her privately funded lab. We cannot say on this record that, *as a matter of law*, the differences between public funding and private funding are so great that an academic who obtains public funding does not do work that is substantially equivalent to an academic who obtains private funding.

The dissent complains that we have to compare “*actual* job duties,” Dissenting Op. at 42, and that once we consider “the full picture of duties and skills,” *id.* at 47, we must conclude that “the jobs *cannot* be substantially equal as a matter of law,” *id.* at 47. We have two brief responses. First, the granularity with which the dissent picks through the facts would gut the Equal Pay Act for all but the most perfunctory of tasks. The Equal Pay Act, however, is “broadly remedial,” and should be so “construed and applied” as to be “workable across the broad range of industries covered by the Act.” *Corning Glass Works v. Brennan*, 417 U.S. 188, 198–99, 208 (1974); *see Rizo v. Yovino*, 950 F.3d 1217, 1226–28 (9th Cir. 2020) (en banc). Second, the dissent’s conclusion that two faculty members in the same department cannot be compared is inconsistent with the fact that the University’s own

administrators regularly make these comparisons for purposes of setting salaries.¹⁰ The question is not *whether* faculty members can be compared, but *how* they compare, and the latter comparison is one fraught with judgment, not law. That is why former Department Chair Mayr urged the University to correct “our most glaring inequity case,” while Assistant Dean Sadofsky claimed Professor Freyd was “well and fairly compensated.” We do not have the tools to resolve the dispute without intruding on the civil jury’s function.

* * *

Based on the record before us, a reasonable jury could find that Freyd and her comparators did substantially equal work. Accordingly, the district court’s grant of summary judgment on this claim was in error.

B. *Oregon Revised Statute § 652.220*

Oregon Revised Statute § 652.220 prohibits employers from “[p]ay[ing] wages to any employee at a rate less than

¹⁰ The dissent argues that the “broad guidelines for setting salaries in the Department apply to *all* tenure-track faculty,” Dissenting Op. at 46, and cites to policies from other University Departments, *see also* Dissenting Op at 42 n.2, apparently taking that to mean that the Psychology Department’s merit review process applies university-wide. While Departments’ individual policies may have identical or similar language to assess their professors, there is no indication in the record before us, nor in the policies the dissent has identified that the University has ever compared professors across Departments for the purposes of salary or promotion. We do not argue that *all* full-time professors at the University have substantially similar jobs—merely that on summary judgment, we cannot say as a matter of law that Freyd and her comparator’s jobs as full-time tenure-track professors in the *same* department are so dissimilar that we cannot compare them.

that at which the employer pays wages to employees of the opposite sex for work of comparable character, the performance of which requires comparable skills.” Or. Rev. Stat. § 652.220(1)(b) (2017). The Oregon courts have held that “comparable work” is a more inclusive standard than equal work; it “does not require equality but that two items have important common characteristics.” *Bureau of Labor & Indus. v. City of Roseburg*, 706 P.2d 956, 959 n. 2 (Or. Ct. App. 1985); *see also Smith v. Bull Run Sch. Dist. No. 45*, 722 P.2d 27, 29 (Or. Ct. App. 1986) (“It is not difficult for a plaintiff to make a prima facie case under [Or. Rev. Stat. §] 652.220(1)(b).”). Like the Equal Pay Act, § 652.220 also offers employers an affirmative defense if they can show that difference in compensation is “based in good faith or factors other than sex.” Or. Rev. Stat. § 652.220(2)(b).

Freyd has asked us to certify to the Oregon Supreme Court several unanswered questions about § 652.220. Specifically, she requests that we ask the Oregon Supreme Court (1) to define the term “work of comparable character,” (2) to determine whether a retention raise is a “factor other than sex,” and (3) to determine whether a retention raise is permissible under a revised version of the law.

Oregon law allows the Oregon Supreme Court to answer questions of law certified to it by this court so long as the question “may be determinative of the cause then pending in the certifying court and as to which it appears to the certifying court there is no controlling precedent in the decisions of the Supreme Court and the intermediate appellate courts of this state.” Or. Rev. Stat. § 28.200 (2019). But the decision to certify a question to a state “rests in the sound discretion of this court.” *In re Complaint of McLinn*, 744 F.2d 677, 681 (9th Cir. 1984). Here, certifying Freyd’s

questions to the Oregon Supreme Court would be of limited utility, so we decline to do so.

Freyd brought this suit under the 2017 version of § 652.220. The statute was substantially revised in 2019. One notable change by the Oregon legislature was to remove the broad “factor other than sex” affirmative defense from the statute. Or. Rev. Stat. § 652.220 (2019). And the statute’s definition section now defines the term “work of comparable character” as “work that requires substantially similar knowledge, skill, effort, responsibility and working conditions in the performance of work, regardless of job description or job title.” Or. Rev. Stat. § 652.210(13) (2019).

Because of these changes to the law, the Oregon Supreme Court’s answers to Freyd’s first two certified questions would be relevant only in this case and other cases brought under the old version of the law. And because Freyd’s lawsuit was brought under the 2017 version, the answer to the third question would be irrelevant here. For these reasons, we decline to certify these questions to the Oregon Supreme Court.

Instead, we will resolve Freyd’s § 652.220 claim ourselves. Because Oregon courts have declared that “comparable work” is a more inclusive standard than “substantially equal work,” *see City of Roseburg*, 706 P.2d at 959 n.2, we conclude that Freyd has raised a genuine issue of material fact under § 652.220 for the same reasons she has done so under the Equal Pay Act. Accordingly, the district court’s grant of summary judgment on this claim was erroneous.

C. Title VII Disparate Impact

“[T]o make a prima facie case of disparate impact under Title VII, the plaintiff[] must show that a facially neutral employment practice has a significantly discriminatory impact upon a group protected by Title VII.” *Paige v. California*, 291 F.3d 1141, 1144 (9th Cir. 2002) (internal quotation marks omitted). “This showing consists of two parts: the plaintiff[] must demonstrate 1) a specific employment practice that 2) causes a significant discriminatory impact.” *Id.* at 1145. The plaintiff must also establish that the challenged practice is either (a) not job related or (b) “[in]consistent with business necessity.” 42 U.S.C. § 2000e-2(k)(1)(A)(i) (2018). Even if the practice is job related and consistent with business necessity, though, a plaintiff may still prevail “by showing that the employer refuses to adopt an available alternative practice that has less disparate impact and serves the employer’s legitimate needs.” *Ricci v. DeStefano*, 557 U.S. 557, 578 (2009) (internal citations omitted).

Here, the district court granted summary judgment on Freyd’s disparate-impact claim on two grounds. First, it held that Freyd’s evidence was insufficient as a matter of law to sustain a prima facie case of disparate impact. *Freyd*, 384 F. Supp. 3d at 1297. Second, it held that even if Freyd had made out a prima facie case, the University was entitled to an affirmative defense because (1) the challenged practice was job related and consistent with business necessity and (2) “Freyd has not put forth an alternative practice that would effectuate the University’s legitimate business goal of retaining top talent in its Psychology Department.” *Id.* Because we conclude that each of these conclusions are

erroneous, we reverse the district court's grant of summary judgment on this claim.

First, Freyd has challenged a specific employment practice. "Plaintiffs generally cannot attack an overall decisionmaking process in the disparate impact context, but must instead identify the particular element or practice within the process that causes an adverse impact." *Stout v. Potter*, 276 F.3d 1118, 1124 (9th Cir. 2002). Here, Freyd does not challenge the general practice of awarding retention raises, as the University alleges. Instead, she challenges the practice of awarding retention raises without also increasing the salaries of other professors of comparable merit and seniority. Freyd's theory of pay equity would not forbid the University from taking account of market factors, as evidenced by the salaries other universities were willing to pay to lure Oregon's faculty elsewhere. Rather, she argues that when a competing offer is made to a faculty colleague, it demonstrates that Oregon is out of step with respect to salary, and a retention raise should be offered to all comparable faculty members. And she argues, and has offered some evidence backed by statistics and studies, that female faculty members, for a variety of reasons related to gender, are less willing to move and thus less likely to entertain overtures from another institution. That puts them at a disadvantage vis-a-vis their male colleagues.

Second, Freyd has put forth evidence that this specific employment practice causes a significant discriminatory impact. For a plaintiff to rely on statistical evidence to establish a prima facie case of disparate impact the "statistical disparities must be sufficiently substantial that they raise such an inference of causation." *Stout*, 276 F.3d at 1122 (quoting *Watson v. Fort Worth Bank & Tr.*, 487 U.S. 977, 995 (1988)).

Freyd offered two different sets of statistical evidence to support her claim of disparate impact. First, she submitted the Cahill analysis, which found that female professors earned an average of \$15,000 less than male professors, and that the evidence “strongly suggests that [this disparity] can be attributed to retention raises.” Second, she presented data showing that (1) the University enters into retention negotiations with female professors less often, and (2) when these negotiations are had with female professors, they are less likely to be successful. Her claim is that, for reasons related to gender, female faculty are less likely to seek, receive, or be receptive to competing offers, and thus the retention bidding practice favors male faculty. Her evidence, if credited, means that the problem is not that the University does not negotiate retention raises with female faculty, but that, relative to their male colleagues, female faculty receive fewer competing offers. The University is rewarding faculty who receive competing offers, and that favors male faculty.

The self-study data indicates, when taken in the light most favorable to Freyd, that there is gender bias in the availability of outside offers to female faculty. In its 2016 self-study, the Psychology Department noted that only four of the twenty retention negotiations the University entered into with psychology professors from 2006 through 2016 were with female professors, while sixteen were with male professors, despite the department having a roughly equal number of male and female professors.¹¹ And only one of the four

¹¹ The Psychology Department also noted that “[d]etailed analyses of all past retention cases among faculty indicate that the greater tendency of male faculty to engage in retention negotiations plays an important role in a gender-related salary gap among [] full Professors.” It also acknowledged that “there is strong evidence of a gender bias in the

retention negotiations with female professors was successful, while nine of the sixteen with male professors were.¹²

The district court found as a matter of law that Freyd's statistical evidence was insufficient to sustain a claim of disparate impact. It reasoned that "[r]egardless of what Professor Freyd's expert says as to the reliability of the sample size, the rule in the Ninth Circuit is that '[s]tatistics are not trustworthy when minor numerical variations produce significant percentage fluctuations.'" *Freyd*, 384 F. Supp. 3d at 1296 (citing *Contreras v. City of Los Angeles*, 656 F.2d 1267, 1273 n.4 (9th Cir. 1981)); see also *Morita v. S. Cal. Permanente Med. Grp.*, 541 F.2d 217, 220 (9th Cir. 1976) (small samples have "little predictive value and must be disregarded"). This conclusion was, of course, the criticism leveled at Freyd's study by Dean Sadofsky and at the Cahill Study by the University's expert, Ringold. We do not think that we can resolve this dispute among the experts. Although "the probative value of any statistical comparison is limited by the small available sample," *Stout*, 276 F.3d at 1123, we have not drawn a bright line to determine the adequacy of a data set. Cf. *Watson*, 487 U.S. at 994–95 (noting that formulations for assessing statistical evidence of disparate impact "have never been framed in terms of any rigid

availability of outside offers and the ability to aggressively respond to such offers."

¹² In her brief, Freyd states that twenty-six retention negotiations have occurred from 2007 through 2017, with fourteen out of twenty-one negotiations with male professors ending successfully and two out of five with female professors ending successfully. We cannot find this data in the record. Instead, we rely on the findings from the 2016 Psychology Department self-study. These numbers might be slightly more outdated than Freyd's, but they are supported by the record.

mathematical formula”). There is a danger in formulating a strict rule about data sets when, as here, the data may also contain a qualitative component. Our prior cases stated a general principle about the reliability of small data sets, but it did not establish a firm rule about denominators. And although there must be some floor for the sample size a party must evaluate in order to reach statistical significance, this is not an appropriate case in which to set such a floor; at least not on this record, where the expert witnesses themselves disagree about sample size’s relevance. *See City of Pomona v. SQN N. Am. Corp.*, 750 F.3d 1036, 1049 (9th Cir. 2014) (“A factual dispute is best settled by a battle of the experts before the fact finder, not by judicial fiat. Where two credible experts disagree, it is the job of the fact finder, not the trial court, to determine which source is more credible and reliable.”).

Furthermore, we should observe that in each of the cases cited above, we noted the limited probative value of the small sample size, but none of those decisions ultimately rested on that issue alone. *See, e.g., Stout*, 276 F.3d at 1123 (concluding that even if the data were reliable, it did not reveal a disparate impact because the percentage of women selected was roughly proportional to the percentage of female applicants); *Contreras*, 656 F.2d at 1272 (discounting plaintiff’s the statistical evidence because the results “were not statistically significant when tested at a .05 level of significance”); *Morita*, 541 F.2d at 219–20 (criticizing plaintiff’s small sample size, but denying plaintiff’s claim because plaintiff failed to satisfy an essential element of the claim).

The number of data points surely goes to the probative value of Freyd’s evidence. But that is a matter for the experts to debate and the jury to resolve. *See Bouman v. Block*,

940 F.2d 1211, 1225 (9th Cir. 1991) (“Whether the statistics are undermined or rebutted in a specific case would normally be a question for the trier of fact.”). We think that a reasonable jury could find that Freyd’s statistical analysis shows a prima facie case of disparate impact. Despite the relatively small data set, the Cahill study was conducted at a markedly high level of statistical significance. And while the dissent argues that the statistics from the Psychology Department’s own self-study do not demonstrate statistical significance, Dissenting Op. at 56–57, the evidence of retention negotiation disparities¹³ appears to satisfy the “four-fifths rule,” a standard promulgated by the Equal Employment Opportunity Commission, which “states that a selection practice is considered to have a disparate impact if it has a selection rate for any race, sex, or ethnic group which is less than four-fifths (4/5) (or eighty percent) of the rate of the group with the highest rate.” *Stout*, 276 F.3d at 1124 (internal quotation marks omitted). We agree with the Seventh Circuit that where a sample is small but the results nevertheless indicate a disparity, the “granting of summary judgment in favor of [defendant] on this issue by the District Court was premature.” *Fisher v. Transco Services-Milwaukee, Inc.*, 979 F.2d 1239, 1245 (7th Cir. 1992).¹⁴

¹³ We also note that these statistics were significant enough to the Department leadership that it noted the retention raises were the potential cause of an equity issue.

¹⁴ We are puzzled by the dissent’s critical comments about the statistical analysis prepared by the Psychology Department in its 2016 self-study. Dissenting Op. at 57 (stating that the study “was conducted by professors and employees of the *Psychology* Department—not experts in the field of mathematics, statistics, or economics.”). We think we do not trespass the boundaries of our expertise with the observation that the tools

The district court held, alternatively, that “even if Professor Freyd had made out a *prima facie* case for disparate impact, summary judgment would still be appropriate” because the University established a “business necessity” defense. *Freyd*, 384 F. Supp. 3d at 1297. This conclusion is in error, for two reasons. First, there is conflicting evidence about the need for retention raises and whether the retention raises are job-related.¹⁵ Second, the district court assessed the

of “mathematics, statistics, [and] economics” are commonly used in other disciplines, including psychology. We are not aware of any legal principle that would allow us to disparage an academic department’s *self-study* on the grounds that we did not think its faculty qualified to conduct such a study. These questions go to the weight of the evidence, not its admissibility, and should be left for the jury to resolve.

¹⁵ Dean Sadofsky defended the University’s practice of compensating faculty “where there is compelling evidence that a preemptive action is necessary to prevent the loss of a valued faculty member.” On the other hand, Professor Louis Moses, former Psychology Department Head, criticized the University’s retention policy as counterproductive:

[It] effectively punish[es] [a faulty member] for not going on the job market. In doing so the administration sends a message to faculty that the only way to receive a large salary raise is to pursue an outside offer, thereby encouraging individuals to game the system by shopping themselves around as a way to negotiate an increase. Encouraging behavior of this kind is costly in terms of time, resources, and energy; not only for the faculty member involved and the competing universities, but also for the department and UO administration when they need to respond to the competition.

The Psychology Department’s own self-study also expressed skepticism regarding retention raises, noting that “it is not obvious that the frequency of retention negotiations is a strong indicator of overall productivity.”

wrong practice. Freyd is not challenging the practice of awarding retention raises; she challenges the practice of awarding retention raises to some professors without increasing the salaries of other professors of comparable merit and seniority. And as explained below, Freyd has proffered an alternative practice that may be equally effective in accomplishing the University's goal of retaining talented faculty. Thus, we cannot say as a matter of law that the University's policy and practice represents a business necessity.

Even if we thought the University's policy represented a business necessity, Freyd may show that there is a viable alternative practice that would serve the University's needs. *See Ricci*, 557 U.S. at 578; *Albemarle Paper Co. v. Moody*, 422 U.S. 405, 425 (1975). "Factors such as the cost or other burdens of proposed alternative selection devices are relevant in determining whether they would be equally as effective as the challenged practice in serving the employer's legitimate business goals." *Watson*, 487 U.S. at 998. Freyd has proposed, as an alternative to the current practice, that "when [the University] gives a retention raise to a Psychology professor, it should evaluate the resulting salary disparity with others in the same rank with comparable merit and seniority, and give affected individuals a raise." The record contains conflicting evidence as to whether this alternative would be equally as effective as the current practice in serving the University's legitimate business goals. On one hand, current University policy already mandates consideration of "implications for internal equity" when determining whether to grant a professor a retention raise. And as the University's former interim president Scott Coltrane testified, the University has engaged in this alternative practice in the past, granting other professors

equity raises when another professor the school deemed to be less distinguished was offered a retention raise.¹⁶ But on the other hand, the University argues that this alternative practice would increase its costs, which is inconsistent with its “limited budget and an obligation to spend that budget responsibly.” And Coltrane testified that, in his view, when the alternative practice was used in the past, “[n]obody was happy in the end,” because the budgetary restraints forced the University to give each professor a smaller raise than she believed she deserved. This conflicting evidence raises a genuine issue of material fact as to the adequacy of Freyd’s proposed alternative policy.¹⁷

* * *

On this record, there is at least a genuine issue of material fact as to whether Freyd established a *prima facie* case of disparate impact. The district court erred in granting summary judgment on this claim.

¹⁶ The dissent appears to assert that we should not credit these statements because of the contradictory facts regarding costs and other administrative burdens. Dissenting Op. at 59–61. But at summary judgment, we must take the record in the light most favorable to Freyd and therefore must credit these conflicting facts.

¹⁷ The dissent reveals its strong preference for a “market-driven practice.” Dissenting Op. at 39; *see also id.* at 57–59. This is a policy question better addressed to the need for Title VII. A “business necessity” defense is not the same as a guarantee of a free market. *See Rizo*, 950 F.3d at 1223, 1230 (discussing the Supreme Court’s rejection of “market force theory” in *Corning Glass Works v. Brennan*, 417 U.S. 188 (1974)).

D. Title VII Disparate Treatment

To establish disparate treatment under Title VII, a plaintiff “must offer evidence that ‘gives rise to an inference of unlawful discrimination,’ either through the framework set forth in *McDonnell Douglas Corp. v. Green* or with direct or circumstantial evidence of discriminatory intent.” *Vasquez v. County of Los Angeles*, 349 F.3d 634, 640 (9th Cir. 2003) (alteration marks omitted) (quoting *Tex. Dep’t of Cmty. Affairs v. Burdine*, 450 U.S. 248, 253 (1981)). The *McDonnell Douglas* framework contains three, burden-shifting steps. *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802–04 (1973). At the first step, the plaintiff must make a *prima facie* case of discrimination, which requires a showing that “(1) [s]he is a member of a protected class; (2) [s]he was qualified for h[er] position; (3) [s]he experienced an adverse employment action; and (4) similarly situated individuals outside h[er] protected class were treated more favorably.” *Fonseca v. Sysco Food Servs. of Ariz., Inc.*, 374 F.3d 840, 847 (9th Cir. 2004) (quoting *Peterson v. Hewlett-Packard Co.*, 358 F.3d 599, 603 (9th Cir. 2004)). Once a *prima facie* case has been shown, the burden then shifts to the defendant to show a legitimate, nondiscriminatory reason for the challenged actions. See *McDonnell Douglas*, 411 U.S. at 802. The burden then returns to the plaintiff, who must show that the proffered nondiscriminatory reason is pretextual. See *id.* at 804. While intent is not relevant to a disparate impact theory of recovery, the disparate treatment theory does require proof of discriminatory intent. *Garcia v. Spun Steak Co.*, 998 F.2d 1480, 1484 (9th Cir. 1993) (citing *Watson*, 487 U.S. at 988).

Freyd has not presented evidence sufficient to raise a genuine issue of material fact concerning disparate treatment.

She has not presented “direct or circumstantial evidence of discriminatory intent.” *Vasquez*, 349 F.3d at 640. She has also not presented evidence sufficient to establish a prima facie case under the *McDonnell Douglas* framework because she has not shown that similarly situated individuals outside of her protected class were treated more favorably than her. Freyd’s comparators engaged in retention negotiations with the University and were granted substantial salary increases as a result. Freyd has never engaged in retention negotiations. Though the University did deny Freyd a raise in 2017, the raise Freyd sought at that time was a retroactive equity raise. There is no evidence that her comparators ever received—or even sought—retroactive equity raises. Under university policy, equity raises and retention raises are distinct. Applications for equity raises and retention raises are assessed differently, through different processes that weigh different criteria.

Because equity raises and retention raises are not comparable, we cannot say that Freyd’s comparators were treated “more favorably” than was Freyd in this context. Thus, she cannot establish a prima facie case of disparate treatment, and the district court’s grant of summary judgment was proper on this claim.

E. *Oregon Revised Statute § 659A.030*

Oregon Revised Statute § 659A.030 prohibits “an employer, because of an individual’s . . . sex . . . to discriminate against the individual in compensation or in terms, conditions or privileges of employment.” Or. Rev. Stat. § 659A.030(1)(b) (2017). Oregon courts assess 659A.030 claims under the same framework as they do Title VII disparate treatment claims. *See Dawson v. Entek Int’l*,

630 F.3d 928, 934–35 (9th Cir. 2011). Because summary judgment was proper on Freyd’s disparate treatment claim, it was also proper on her § 659A.030 claim.

F. *Title IX*

Title IX mandates that “[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” 20 U.S.C. § 1681 (2018). Freyd alleges that the University violated Title IX by “knowingly and intentionally pa[y]ing Professor Freyd less than men in the same job because of her sex” and “fail[ing] and refus[ing] to rectify this sex discrimination when made aware of it.” As with her Title VII disparate treatment claim, because Freyd has presented no evidence of intentional discrimination, there is no genuine issue of material fact here. We affirm the district court’s grant of summary judgment on Freyd’s Title IX claim.

G. *The Oregon Equal Rights Amendment*

The Oregon Equal Rights Amendment mandates that “[e]quality of rights under the law shall not be denied or abridged by the State of Oregon or by any political subdivision in this state on account of sex.” Or. Const. Art. I § 46. Because Freyd has presented no evidence of intentional discrimination, she cannot prove that the University denied her equality of rights “on account of” her sex. *Cf. Klein v. Or. Bureau of Labor & Indus.*, 410 P.3d 1051, 1061 (Or. Ct. App. 2017) (defining the phrase “on account of” in the context of anti-discrimination statutes to mean “‘by reason of’ or ‘because of’”). We affirm the

district court's grant of summary judgment on Freyd's state constitutional claim.

IV. CONCLUSION

We conclude that Freyd has presented a genuine issue of material fact under the Equal Pay Act and Or. Rev. Stat. § 652.220 and for disparate impact under Title VII. We thus reverse the district court's grant of summary judgment for those claims. But because we find that Freyd has not presented a genuine issue of material fact for her claims for disparate treatment under Title VII, and her claims under Title IX, Or. Rev. Stat. § 659A.030, and the Oregon Equal Rights Amendment, we affirm the district court's grant of summary judgment for those claims.¹⁸ Nothing we have said here should be taken as reflecting our judgment on the merits of the claims we are remanding to the district court.

Each party must bear its own costs.

REVERSED IN PART; AFFIRMED IN PART.

¹⁸ The University has moved to strike mention of Allen's updated declaration from the record, as well all argument depending on it. It has also moved to strike some social science scholarship referenced in the opening brief. Because we did not consider nor rely on either of these materials in making this decision, striking this evidence would have no bearing on the outcome of this case. We **DENY** the motion.

VANDYKE, Circuit Judge, dissenting in part and concurring in part:

Jennifer Freyd is far from the typical employee arguing that she is being treated differently based on her sex. She is not merely a professor of Psychology, or even just a *tenured* professor of Psychology. She is a full professor of Psychology at the University of Oregon—the top echelon, crème-de-la-crème of her academic field. She is, one might say, in the big leagues of her profession. According to Dr. Freyd herself, her job at her elite level of academic achievement is marked by “considerable discretion and autonomy in developing and executing a unique research agenda and professional profile,” and “[n]o two people will exercise their discretion and autonomy in the same way.”

Just as we see with top professional athletes or the very best attorneys in their field, competition is fierce for leading academic talent. Universities understandably attempt to poach top dons from other schools by offering better pay and other benefits and opportunities, and the professors’ home institutions are often required to make comparable offers (called “retention raises”) to keep their own outstanding people—especially those who are willing to seriously entertain an offer to change institutions.

This case effectively challenges that market-driven practice as violative of a host of federal and Oregon laws prohibiting sex-based discrimination.¹ If Freyd is correct

¹ The majority criticizes what it characterizes as my “strong preference for a ‘market-driven practice.’” My preferences are unrelated to my pointing out the obvious here. The fact that an employment practice is “market-driven” may not *necessarily* exempt it from Title VII, but it is

that—even in this elite context, where the defining characteristic of professors at this level is their uniqueness—pay disparities based on retention raises can permit a jury to award damages for sex discrimination, then employers will predictably be incentivized to abandon a tool for retaining top talent and revert to lock-step pay. Worse, unless all of the federal circuits agree with ours (always an unlikely proposition), another predictable result of today’s decision is that universities in the Ninth Circuit will be unable to compete economically to retain their best professors, and we could see a corresponding brain drain in universities in the western states.

Of course, if this were required by our laws prohibiting sex discrimination, then so be it. But it isn’t. The district court was correct that, for professors at this level, “a university is more akin to the National Baseball League than it is to a traditional employer.” *Freyd v. Univ. of Or.*, 384 F. Supp. 3d 1284, 1288 (D. Or. 2019). Only by emphasizing a superficial “common core of tasks” shared by full professors and downplaying all of the obvious differences that have made them stand-outs in their profession can the majority conclude that “a reasonable jury could find that Freyd and her comparators ... do substantially equal work” for purposes of the Equal Pay Act. The majority also errs in its consideration of Freyd’s Title VII disparate impact claim, relying on irrelevant statistical data to find a genuine issue of material

unquestionably *relevant* to whether it is prohibited. While it is perhaps true that a “‘business necessity’ defense is not the same as a guarantee of a free market,” it is certainly true that *every* business necessity is, ultimately, market-driven. Even the majority cannot avoid market-driven concepts when discussing the University’s business necessity defense (“the need for retention raises” and “job-related” have no meaning apart from a job market).

fact and then indulging the academic fiction that the University's retention raise practice may not serve a business necessity. I disagree with these conclusions, and therefore respectfully dissent.

I. The Equal Pay Act

The Equal Pay Act prohibits an employer from discriminating between employees of different sexes for performing "equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions." 29 U.S.C. § 206(d)(1). Individuals of different sexes perform "equal work" for purposes of establishing a prima facie case under the Equal Pay Act if "the jobs [being compared] are substantially equal." *Forsberg v. Pac. Nw. Bell Tel. Co.*, 840 F.2d 1409, 1414 (9th Cir. 1988) (alteration in original) (citation omitted). In considering the substantial equality of jobs, we look to whether the jobs share a "common core of tasks" and "whether any additional tasks, incumbent on one job but not the other, make the two jobs 'substantially different.'" *Stanley v. Univ. of S. Cal.*, 178 F.3d 1069, 1074 (9th Cir. 1999) (citation omitted).

The majority here faults the district court for focusing on the differences in job responsibilities of Freyd and her male comparators and instead highlights high-level similarities and "examples" of characteristics shared by the jobs to conclude "that Freyd and her comparators perform a "'common core' of tasks' and do substantially equal work."

I think the majority misapplies the standard. It initially asserts that a reasonable jury could find Freyd and her male comparators have the same "overall job" because they all

conduct research, teach classes, fulfill service roles, and work toward the University's equity and inclusion initiatives. The primary basis for the assertion that they *all* have the same "overall job," however, is the Department's "Tenure-Track Faculty Professional Responsibilities" document—i.e., a Department policy document setting out job descriptions for professors in Psychology. The problem with the majority's reliance on this policy document is that this court is required to compare *actual* job duties—not job descriptions—in determining whether the relevant jobs are substantially equal. *See Spaulding v. Univ. of Wash.*, 740 F.2d 686, 697 (9th Cir. 1984) (asserting "[a]ctual job performance and content, rather than job descriptions, titles or classifications, is determinative" when comparing jobs for purposes of the Equal Pay Act), *overruled on other grounds by Atonio v. Wards Cove Packing Co.*, 810 F.2d 1477 (9th Cir. 1987) (en banc). Furthermore, this policy document applies to assistant professors, associate professors, and full professors in the Psychology Department—a much broader comparison group that does not have, and Freyd does not argue they have, substantially equal jobs.²

² The majority's reliance on this policy document demonstrates a deeper flaw in its approach to the Equal Pay Act. The Psychology Department isn't the only department at the University to use the "Tenure-Track Faculty Professional Responsibilities" document to set expectations for its professors. The Physics and Classics Departments, for example, have adopted nearly identical job expectations in their own professional responsibilities documents. *See Department of Physics Tenure-Track Faculty Professional Responsibilities* ("Physics Policy"), UNIV. OF OR. 1–4 (Mar. 3, 2017), https://provost.uoregon.edu/files/phys_ttf_prof_resp_final_03_03_2017.pdf; *Department of Classics Tenure-Track Faculty Professional Responsibilities* ("Classics Policy"), UNIV. OF OR. 1–4 (Mar. 3, 2017), https://provost.uoregon.edu/files/clas_ttf_prof_resp_final_03_03_2017.pdf. Like Freyd and her male comparators, all tenure-track professors in

When looking at the *actual* job responsibilities of Freyd and her male comparators as set out in the record, it is not true that “Freyd and her comparators all perform each of the[] functions” set out in the Department’s professional responsibilities document—i.e., research, teaching, advising students, performing service roles, and contributing to equity and inclusion initiatives—as the majority contends. Ulrich Mayr and Gordon Hall, for example, taught few—if any—classes between 2014 and 2017, because their roles as

Physics and Classics are expected to conduct research, teach classes, and advise students. Compare, e.g., *Department of Psychology Tenure-Track Faculty Professional Responsibilities* (“*Psychology Policy*”), UNIV. OF OR. at 1 (Mar. 3, 2017), https://provost.uoregon.edu/files/psych_ttf_prof_resp_final_03_03_2017.pdf (asserting full-time tenure-track faculty should “spend 40% of their effort on research, 40% on teaching, and 20% on service over the academic year”), with *Classics Policy* at 1 (same), and *Physics Policy* at 1 (same for tenure-track faculty at rank of professor). Like Freyd and her comparators, Physics and Classics professors are directed to “serve actively on departmental, college, and university committees and in other roles in service to the institution.” *Psychology Policy* at 4; *Physics Policy* at 4; *Classics Policy* at 4. And those professors must “contribute to the University’s goals regarding equity and inclusion,” *Physics Policy* at 4, *Classics Policy* at 4, just like Freyd and her male colleagues, *Psychology Policy* at 4. Applying the majority’s incorrect reasoning, one would have to conclude that a reasonable jury could find Freyd’s job is substantially equal to that of all tenure-track professors in the Physics and Classics Departments because their responsibilities can be compared to Freyd’s—at least at a 30,000-foot level based on the generic job requirements set out in these professional responsibilities documents. Although the majority claims it “do[es] not argue that *all* full-time professors at the University have substantially similar jobs,” where would it draw the line? Freyd’s job could be substantially equal to that of an associate professor of Physics, but not to that of an associate professor of Biology? Or Freyd could establish substantial job equality with an assistant professor of Classics, but not a full professor of Anthropology? The logical implications of the majority’s analysis are breathtakingly expansive.

department head and Associate Director (then Interim Director) of CoDAC, respectively, consumed so much of their time. Hall also conducted very little of his own scholarly research during that time due to his commitments with CoDAC. There is likewise no evidence in the record that Phil Fisher's job included any responsibilities related to the promotion of the equity and inclusion goals of the University.

The majority contends that the “granularity with which the dissent picks through the facts would gut the Equal Pay Act for all but the most perfunctory of tasks.” But a case-specific evaluation of the actual job performance and content, based on a review of the overall job, is exactly what the Equal Pay Act requires. *Gunther v. County of Washington*, 623 F.2d 1303, 1309 (9th Cir. 1979) (“To make this showing, actual job performance and content, not job titles, classifications or descriptions is determinative. It is the overall job, not its individual segments, that must form the basis of comparison, and, because job duties vary so widely, each suit must be determined on a case-by-case basis.” (internal citations omitted)). The majority can only reach its conclusion here by a high-level over-generalization of the jobs held by Freyd and her comparators to conclude that a jury could find the jobs substantially equal.³

³ The majority cites *Hein v. Oregon College of Education*, 718 F.2d 910, 914–17 (9th Cir. 1983) in support of the proposition that it cannot *as a matter of law* hold that the responsibilities of the professors here are incomparable for purposes of the Equal Pay Act. In doing so, it explains that *Hein* found substantial job equality between a male educator (who spent three-quarters of his time teaching and one-quarter coaching) and two female educators, one of whom spent two-thirds of her time on teaching and one-third on coaching, and the other who spent five-ninths of her time in athletics with both coaching and administrative duties. But

the court in *Hein* relied heavily on the clearly erroneous standard of review in its qualified finding and noted that its approach might be different under a *de novo* review. *Hein*, 718 F.2d at 913, 915, 917–18 (“Although we might accept this proposition [that the institutional importance of a basketball coach translates into clearly different job responsibilities] *were it presented to us de novo*, sufficient evidence supports the district court’s determination that the two jobs had substantially equal responsibility.” (emphasis added)). It ultimately vacated judgment and remanded with respect to those female educators because the district court excluded comparisons to male faculty who might be making *less* than the plaintiffs. *Id.* at 916, 918. For another similarly situated plaintiff in *Hein*, the court determined that the finding of substantially equal jobs was clearly erroneous because that plaintiff did not coach at all, and “[u]nder the Equal Pay Act, jobs requiring different skills are not substantially equal.” *Id.* at 914. This case therefore presents numerous distinctions from *Hein*. Here, the majority is not reviewing the district court’s ruling for clear error, which circumscribed the review in *Hein*. This record also does not contain such a specific breakdown of time spent on different duties. And if it did, it would reveal that Freyd and her comparators did not have substantially equal jobs. *Cf. Hein*, 718 F.2d at 914 (“[T]he differences in job content between the positions held by Dr. Hein and Mr. Boutin were not inconsequential. A coaching job plainly requires skills that a noncoaching job does not.”).

Despite these differences, the majority seems to conclude that because female professors in *Hein* were able to demonstrate—after a bench trial—substantial job equality with a male educator also in the Physical Education Department, Freyd could likewise establish substantial job equality with male full professors in the Psychology Department. But equating Freyd to the female plaintiffs in *Hein* merely because they all share the same broad title of “professor”—and ignoring the fact that the *Hein* plaintiffs held positions at a different level, in a different department, and at a different college than Freyd—contradicts Ninth Circuit precedent, which *the majority quotes from Hein*. See Majority Opinion at 18 (“The question of whether two jobs are substantially equal is one that must be decided on a *case-by-case basis*.” (emphasis added) (quoting *Hein*, 718 F.2d at 913)). So it’s not as if *Hein* precludes us from determining whether two jobs are substantially equal as a matter of law. To the contrary, since *Hein*, this court has affirmed a district court’s grant of

The majority also claims I’m saying that two faculty members in the same department cannot be compared—apparently ever. Not so. It is not that two faculty members in the same department could never be compared, as there are undoubtedly situations when professors’ jobs can be compared for purposes of the Equal Pay Act. *See, e.g., Hein*, 718 F.2d at 914–18. The key here is the unique nature of the “full professor” positions specifically held by Freyd and her four comparators, making them not substantially equal and more like NFL or MLB players. Further, the majority’s reference to the fact that the University “regularly amake[s] these comparisons [of professors’ jobs] for purposes of setting salaries” is not particularly compelling, because the broad guidelines for setting salaries in the Department apply to *all* tenure-track faculty in that department—not just its full professors. Unless the majority thinks *all* tenure-track professors in the Department have substantially equal jobs—which Freyd wisely doesn’t argue—its argument proves too much.

summary judgment on an Equal Pay Act claim on the basis that the jobs being compared were *not* substantially equal as a matter of law. *See, e.g., Forsberg*, 840 F.2d at 1416 (determining two jobs were not substantially equal—despite that they “performed the same function for the company” and “involv[ed] superficially similar tasks”—because “[l]ooking beyond the surface similarities to the underlying skills required in performing the two jobs leaves no doubt that plaintiff’s claims of sex-based pay discrimination must fail”). Accordingly, *Hein* does not support the proposition that the differences in the responsibilities of the professors here cannot be adjudicated for purposes of the Equal Pay Act *as a matter of law*, as the majority contends.

When the majority compares the *actual* job duties of Freyd and her male comparators, it largely focuses on the similarities between Freyd and two of her comparators in discrete aspects of their jobs: (1) the fact that both Freyd and Fisher run research laboratories and (2) the fact that both Freyd and Hall took on significant service roles to the University. Ironically, the majority does exactly what it just chastised the district court for doing—comparing “individual segments” of the positions held by Freyd and her male comparators instead of their “overall job[s].” *See Gunther*, 623 F.2d at 1309. Notwithstanding this error, I do agree that Freyd and her comparators share some of the same basic job requirements. Freyd, Fisher, and Allen each run their own research center. Freyd and Allen both teach courses, and Freyd, Mayr, Hall, and Allen all have editorial responsibilities on journals.

But considering only the minimum qualifications for full professor is not reflective of the full picture of duties and skills required of each individual position. *Cf. Forsberg*, 840 F.2d at 1416–17 (looking beyond “two jobs involving superficially similar tasks” to determine that they “require[d] qualitatively different skills in their performance” and therefore, were not substantially equal). While these similarities may establish that Freyd and her comparators share a “common core of tasks,” our analysis cannot end there. We are instead required to analyze “whether any additional tasks, incumbent on one job but not the other, make the two jobs ‘substantially different.’” *Stanley*, 178 F.3d at 1074 (citation omitted). As a result, it made sense for the district court to focus on the differences in job duties because if those differences make up a significant enough portion of the jobs being compared, the jobs *cannot* be substantially equal as a matter of law. To properly assess

the differences in actual job duties between Freyd and her comparators, I will compare Freyd’s job to that of each of her comparators.

A. Ulrich Mayr

Ulrich Mayr, the head of the Psychology Department, does not do substantially equal work as Freyd. The majority essentially concedes as much in footnote eight of the opinion. The requirements of the department head position—managing the Department, handling faculty grievances, running scientific misconduct investigations, participating in retention negotiations, and conducting the tenure and faculty review process—consume nearly all of Mayr’s working time and are responsibilities that Freyd does not share. Freyd even agreed “that the department head duties, in particular, are different from the duties of the job of a full professor.” Because the vast majority of Mayr’s job consists of department head tasks that are not part of the content of Freyd’s job, Mayr’s work is qualitatively different from, and thus not substantially equal to, Freyd’s work.

B. Gordon Hall

Gordon Hall’s work is likewise not substantially equal to Freyd’s. The majority reaches a different conclusion, however, by classifying Hall’s position as Associate Director, and then Interim Director, of CoDAC as a mere “service role” and then arguing that Freyd also took on a “service role” as a member of the University Committee to Address Sexual and Gender-Based Violence. Based on that reasoning, the majority could not determine as a matter of law whether Hall’s and Freyd’s “two service roles makes Hall and Freyd’s jobs substantially different.” But, again, the majority misses

the ball here, impermissibly comparing “individual segments” of Hall’s and Freyd’s work—i.e., their service *roles*, not their jobs as a *whole*—to conclude that Hall and Freyd do substantially equal work.

By considering these positions in the context of *all* of the job responsibilities borne by Hall and Freyd, it is clear that their overall jobs are not substantially equal. Hall’s responsibilities with CoDAC consumed at least half of his working time, sometimes more, and thus significantly reduced the portion of his job spent teaching and conducting his own direct research. While the majority homes in on Freyd’s statement that she spent an “enormous amount of [her] time” working with the University Committee to Address Sexual and Gender-Based Violence, she also reported spending “extensive time and effort” running her research lab and additional time supervising and meeting with lab members; was “very involved in the development of the field of trauma research”; invested “significant time and energy” teaching trauma courses and working with students and faculty who disclosed their own traumatic experiences in the teaching setting; did “a substantial amount of advising and mentoring” of graduate students; and engaged in “significant amounts of briefing, teaching, and consulting work for entities outside the higher education context.”

Because Freyd—in her own words—asserts that her position requires her to devote a significant amount of time to each of these many tasks, the record simply does not support that she could have spent anywhere close to 50% or more of her time on her service work with the University Committee to Address Sexual and Gender-Based Violence, even viewing the evidence in the light most favorable to her. In addition to the very different responsibilities imposed by these two jobs

overall, the specialized skills required to accomplish even the two discrete “service roles” relied on by the majority—i.e., knowledge of diversity, equity, and inclusion initiatives and phenomenon (for Hall’s role) versus experience with sexual and gender-based trauma (for Freyd’s role)—are clearly very different. As a result, Hall’s overall job (at least half of which was devoted to equity and inclusion work) is qualitatively different than Freyd’s job (made up of varying tasks related to the field of trauma), and therefore the two are not substantially equal. *See Gunther*, 623 F.2d at 1309–10 (concluding that prison matrons did not do substantially equal work as male prison guards where the matrons spent “as much as 50% of their working time” on clerical work, whereas the male guards “spent very little time performing clerical work,” and the prisoner-to-guard ratio was significantly higher for male guards).

C. Phil Fisher

Phil Fisher does not do substantially equal work as Freyd, in particular because part of his work is done directly for (and is compensated by) Harvard University, and he spends a substantial amount of time administering large federal research grants, which Freyd does not. Harvard University pays approximately 20–30% of Fisher’s salary in exchange for his work at Harvard. By nature of Fisher doing a portion of his job for an *entirely different university*, the department head could only generically describe this part of his work as having to do with “policy, advising, [and] research coordination” and having “some synergy” with Fisher’s work for the University of Oregon. But the department head didn’t “need to have an exact description” of Fisher’s work for Harvard, he explained, because he doesn’t “have to oversee that work.”

In addition to the considerable time devoted to his work for Harvard, Fisher invests “a very large part of [his] time” in applying for and administering federal research grants, having been awarded over \$9 million in grant funding during his decade at the University. He has historically submitted five or six grant applications per year, each of which can take anywhere from weeks to months to prepare and consume a substantial portion of his time. After receiving these grants, Fisher bears substantial administrative responsibilities, including ensuring that time spent on a project is appropriately allocated to the grant, all of the expenses charged to the grant are allowable and reasonable, all of the reports satisfy the government’s requirements and are timely submitted, and he and his staff have complied with all of the relevant federal laws and conditions imposed on the grants. In describing the duties imposed by administering large federal grants, the department head reiterated that these grants require significant reporting requirements, negotiating budget changes with the government, complying with data security requirements, and “a lot of really nasty overhead.”

The majority asserts that, “according to Freyd,” her responsibilities associated with obtaining private funding for her research are similar to those of her male comparators who manage large federal grants to conduct their research, and so it cannot say as a matter of law that the difference in funding sources means Freyd does not do substantially equal work as her male comparators. The majority bases this assertion on Freyd’s briefing, which argues that the underlying tasks required of her male comparators to *manage federal grants* are similar to the duties she bears in *managing her research lab*. But as noted above, Freyd, Fisher, and Allen each run their own research lab—presumably bearing similar administrative burdens associated with actually managing

that laboratory—but Fisher and Allen *also* manage significant federal grants. So obtaining and managing large federal grants imposes significant and very different duties for Fisher and Allen *in addition to* the normal administrative duties of running their labs. This conclusion is supported by the fact that, as opposed to the numerous responsibilities borne by Fisher and Allen as a result of the millions of dollars in external grant funding that they received and oversee, Freyd’s only *funding-related* responsibilities, as she describes them, appear to be raising private donations and overseeing the budget, accounting, and grant approvals for the approximately \$285,000 in cumulative private donations she has received for her lab in over a decade. These are not similar responsibilities.

Considering the composition of responsibilities comprising Fisher’s job as a whole, including the significant portions devoted to his work for Harvard and to applying for and administering federal grants, results in the conclusion that Fisher does work that is not substantially equal to Freyd’s work.

D. Nicholas Allen

Nicholas Allen does not do substantially equal work as Freyd because Allen, like Fisher, administers a number of large federal grants to facilitate his research and serves as the current Director of Clinical Training, roles which make up a substantial portion of his work and which require different responsibilities and skills than Freyd’s work. In over four years since Allen joined the University, he has obtained, individually and with others, over \$8.8 million in federal grant funding. He was also awarded another large grant from the National Institute of Mental Health for an upcoming

project on suicide prediction. Allen assumes primary responsibility for the preparation of three or four grant applications on average each year, each of which, as noted above, may take anywhere from weeks to months to prepare and which cumulatively consume a substantial portion of his time. After receiving the federal grants, Allen is responsible for satisfying the complex, time-consuming administrative requirements associated with managing such grants. His grant-related responsibilities are generally similar to Fisher's grant-related responsibilities described above. As discussed in relation to Fisher's work, Freyd does not bear the same responsibilities associated with obtaining and managing federal grant funding.

In 2017, Allen also assumed the position of Director of Clinical Training. In addition to overseeing the preparation, training, and supervision of clinical psychology doctoral students, organizing weekly seminars, and working with accrediting agencies, Allen is responsible for leading the Department of Psychology's re-accreditation process with the American Psychological Association ("APA"). This burdensome process—one that has consumed hundreds of hours in preliminary work alone—involves conducting a self-study of the University's clinical program, hosting an on-campus visit and interviews, and implementing any required follow-up from the APA. In contrast, Freyd has not served as the Director of Clinical Training and does not bear any of these responsibilities.

Given the substantial portion of Allen's job that is devoted to administering large federal grants and serving as the Director of Clinical Training—both of which come with duties and skills not required of Freyd's job—Allen's job is not substantially equal to Freyd's job.

* * *

Based on the significant differences in responsibilities constituting Freyd’s job relative to those of each of her male comparators’ jobs, Freyd and each of her male comparators do not do substantially equal work. Thus Freyd cannot establish a *prima facie* case under the Equal Pay Act. Accordingly, I would affirm the district court’s grant of summary judgment on her Equal Pay Act claim.

II. Oregon Revised Statute § 652.220

Oregon state law prohibits an employer from engaging in salary discrimination between employees of different sexes who perform “work of comparable character, the performance of which requires comparable skills.” Or. Rev. Stat. § 652.220(1) (2017). This “comparable” work standard is more inclusive than the “equal work” standard under the Equal Pay Act. *Smith v. Bull Run Sch. Dist. No. 45*, 722 P.2d 27, 29 (Or. Ct. App. 1986). “Comparable” work only requires that the jobs being compared “have important common characteristics.” *Bureau of Labor & Indus. v. City of Roseburg*, 706 P.2d 956, 959 n.2 (Or. Ct. App. 1985).

Because the minimum qualifications of a full professor may establish a “common core of tasks” shared by Freyd and her male comparators, such “common core of tasks”—while not sufficient to establish substantial equality among jobs for purposes of the federal Equal Pay Act—may demonstrate sufficient “common characteristics” shared by the jobs for a reasonable jury to conclude Freyd and her male comparators do “comparable” work for purposes of Or. Rev. Stat. § 652.220(1) (2017). I therefore agree with the majority’s

conclusion that the district court erred in granting summary judgment to the University on this claim.

III. Title VII Disparate Impact

“A plaintiff establishes a *prima facie* case of disparate impact by showing a significant disparate impact on a protected class caused by a specific, identified, employment practice or selection criterion.” *Stout v. Potter*, 276 F.3d 1118, 1121 (9th Cir. 2002). In concluding that there is at least a genuine issue of material fact as to whether Freyd established a *prima facie* case under her disparate impact claim, the majority credits two sets of statistical data provided by Freyd as demonstrating a “significant discriminatory impact” on female professors of Psychology.

As an initial matter, the majority interprets the data relating to the number of female Psychology professors (as opposed to male Psychology professors) engaging in retention negotiations and the number of “successful” negotiations resulting therefrom to mean that female faculty receive fewer competing offers. But this data only states that “of the 20 retention cases, only 4 affected female faculty, and only 1 of the successful retention cases was a woman (the percentage of female faculty in our department is currently about 49%).” This does not necessarily mean that female faculty receive fewer competing offers; it simply shows that the female faculty who *engaged in* retention negotiations, as known to the authors of the self-study, totaled four out of twenty. Freyd concedes that she does not know any women who have left the University in the last ten years where the University could have retained them with a better retention offer. And she has also stated that “[o]ne of the things that I think is really important to understand is that the most

common way ... this [outside recruitment] occurs is there is an initial probe, and if *that probe is rejected, that tends to be the end of it*, and I rejected those probes.” (emphasis added). So even when considering in the light most favorable to Freyd, this data simply shows that fewer female faculty have *engaged* in retention negotiations. Freyd’s explanations indicate that such data does not encompass the total *availability* of outside offers to female faculty.

Moreover, the choice of female faculty to accept or reject the Department’s retention-based counter-offers does not support the conclusion that the Department’s failure to adjust salaries of *other* professors (who have not been offered retention raises) caused a significant disparate impact on female professors. The decision to accept or reject an outstanding retention offer is in the sole discretion of the professor who received the offer and may be made for many different reasons. The University can lead a professor to the offer, but it can’t make the professor accept it. The majority claims that rewarding faculty who receive competing offers favors male faculty, but the fact that female psychology professors may choose to decline to accept the University’s counter-offers is partially dependent on the independent actions of female professors. It does not follow that female professors were the subject of a significant disparate impact because a greater percentage of them *elected* not to accept a retention offer.

These “statistics” are thus completely useless to the question at hand. Nonetheless, the majority chalks this up to a “dispute among the experts” “that we can[not] resolve.” This is incorrect. Unlike the regression analyses conducted by Dr. Cahill, a labor economist—there is *no* expert interpreting or analyzing this data set of twenty retention

negotiations. Instead, the majority plucked this information from the Psychology Department's 2016 self-study that was conducted by professors and employees of the *Psychology* Department—not experts in the field of mathematics, statistics, or economics. The small sample size (i.e., four women out of twenty total professors engaging in retention negotiations and only one in four accepting the offer), together with Freyd's failure to demonstrate that these figures are statistically significant, further undermines the reliability of these statistics. *Cf. Stout*, 276 F.3d at 1123 (“A sample involving 6 female applicants in a pool of 38 applicants is likely too small to produce statistically significant results.”); *Bouman v. Block*, 940 F.2d 1211, 1225–26 (9th Cir. 1991) (warning that “it is the combination of small sample size and small success rate that calls into question the statistical significance of a violation of the [four-fifths] rule”).⁴ To that end, this data comparing the number of retention negotiations and resulting “successes” experienced by female and male professors does not establish a prima facie case of disparate impact.

Even if Dr. Cahill's separate regression analyses were to establish a prima facie case of disparate impact, the University has demonstrated that its practice of offering retention raises to externally recruited professors, without also providing raises to other professors of comparable merit and seniority, is both “job related ... and consistent with business necessity.” 42 U.S.C. § 2000e-2(k)(1)(A)(i). This

⁴ The majority questions this critique of the University's self-study, but the point is not to dispute the University's *qualifications* in conducting such a study. Rather, it is that due to the small sample size, mere satisfaction of the four-fifths rule is not sufficient without also a showing of statistical significance. *Bouman*, 940 F.2d at 1226.

is independently sufficient to defeat Freyd's disparate impact claim. First, the University's retention practice is job-related. A practice is "job related" if "it actually measures skills, knowledge, or ability required for successful performance of the job." *Assoc. of Mexican-Am. Educators v. California*, 231 F.3d 572, 585 (9th Cir. 2000) (quoting *Contreras v. City of Los Angeles*, 656 F.2d 1267, 1271 (9th Cir. 1981)). A retention raise is the result of a retention negotiation that may only be triggered by an external offer or pursuit of a faculty member by an outside institution. Other institutions seek out professors in the Department because of the experience the professors have gained from, and their successful performance in, their *current job* at the University. For example, Hall was recruited by the University of Michigan specifically because they were about to embark on a very similar accreditation process to the one that Hall had just completed for the University of Oregon.

Many of the retention negotiations in the Department are prompted by external offers to faculty who have amassed large federal grants in their current positions. And the Department takes the amount of grant funding that a professor receives into account under its guidelines and procedures to determine merit raises, reviews, promotion, and tenure. When the Department assesses whether to make a retention offer to an externally recruited faculty member, it generally undertakes a merits evaluation of that faculty member and considers "whether the faculty member's contributions to the department and the field are worthy of further investment[.]" among other factors. This separate analysis conducted by the Department is also clearly related to the job experience and job performance of the faculty member and therefore related to the member's current job.

Awarding retention raises to only those professors who receive external offers or are recruited by other universities is also a “business necessity.” Freyd acknowledges that the University must “have world-class scientists doing world-class research” to support its mission as a renowned research institution. But if one high-quality professor leaves the University, others that work closely with that individual or engage in significant grant activity together may also leave. An exiting professor may take grant and other external funding with them—funding that supports a portion of the University’s infrastructure, graduate student stipends and tuition, and the salary for research assistants, among other expenses. The purpose of the retention-raise policy is to ensure that the University is not “priced out of the market” and has a way to recruit and retain these high-caliber professors.

But the ability to do so depends on available resources. At times, the University has been unable even to match the external offer made to a professor, much less fund additional raises for other professors. In addition, these retention situations often occur under some time pressure with a short window of opportunity. Determining whether the University has the budget both to extend a viable retention offer and provide raises to other professors of comparable merit and seniority would likely cause the University to lose out on professors under a tight timeline for negotiation. As a result, the University’s practice of granting retention raises without also providing raises to other faculty of comparable merit and time in rank is a “business necessity.”

Freyd has also failed to separately establish a claim of disparate impact by presenting an alternative employment practice that the University refused to implement. *See*

42 U.S.C. § 2000e-2(k)(1)(A)(ii). Freyd’s proposed alternative practice is that, when the Department awards a retention raise, it should also give raises to other professors in the same rank with comparable merit and seniority. Freyd argues—and the majority credits—that the University has taken this approach in the past, and this practice is consistent with Department policies on retention raises. But we must consider *cost* and other administrative burdens in determining whether the alternative practice “would be equally as effective as the challenged practice in serving the employer’s legitimate business goals.” *Watson v. Fort Worth Bank & Tr.*, 487 U.S. 977, 998 (1988) (O’Connor, plurality).

Significantly, the example that Freyd provides—and the majority highlights—of the University previously applying this alternative practice was during a time when the University employed a completely different budget model, and the dean of each department had control over that department’s budget. Even back then, only certain departments followed this practice, while others paid their star faculty as much as they could and hoped that the other professors would eventually reach that level. Freyd does not provide any evidence that the University could currently afford to grant raises across the board when one of their faculty is offered a job elsewhere, nor does she suggest any criteria for determining which professors are considered of “comparable merit and seniority” to warrant such raises. This approach poses serious financial concerns for the University, as well as concerns that it could hinder the University from effectively pursuing externally recruited faculty in time-sensitive situations. This alternative employment practice would not serve the University’s legitimate business interest

in retaining highly valued, externally recruited faculty.⁵ Thus, Freyd cannot establish a case for disparate impact under any of her proffered legal theories, and I would affirm the district court's grant of summary judgment on this claim.

IV. Title IX and the Oregon Equal Rights Amendment

Freyd raises claims under Title IX and the Oregon Equal Rights Amendment, but the only arguments that she asserts in her opening brief on appeal with respect to these claims are the same theories under which she brings her Title VII and Oregon Revised Statute § 659A.030 claims. Because her Title VII and Oregon Revised Statute § 659A.030 claims

⁵ The majority claims that we must credit conflicting facts about Freyd's proposed alternative practices when reviewing in a light most favorable to Freyd. But even on summary judgment, "[t]he plaintiff's proposed alternative(s) must be 'equally effective' as the defendant's chosen policy at serving the defendant's interest(s), taking into account '[f]actors such as the cost or other burdens' that alternative policies would impose." *Hardie v. Nat'l Collegiate Athletic Ass'n*, 876 F.3d 312, 320 (9th Cir. 2017) (quoting *Wards Cove Packing Co. v. Atonio*, 490 U.S. 642, 661 (1989), *superseded by statute on other grounds*, 42 U.S.C. § 2000e-2(k), as recognized in *Tex. Dep't of Hous. & Cmty. Affairs v. Inclusive Cmty. Project, Inc.*, 576 U.S. 519, 542 (2015)). Freyd has not shown how her proposed alternative is equally effective, especially considering the additional costs and burdens. See *Hardie*, 876 F.3d at 321 ("We find *Hardie* has failed to establish that the pre-2011 policy would be equally effective as the current policy in serving the NCAA's legitimate interests."); *MacPherson v. Univ. of Montevallo*, 922 F.2d 766, 773 (11th Cir. 1991) ("Plaintiffs in this case never presented evidence to show that requiring the University to pay the A.A.C.S.B. 'market rate' to longer-serving professors is economically possible for the University.").

fail,⁶ her claims under Title IX and the Oregon Equal Rights Amendment likewise fail. Any alternative theories or arguments supporting these claims have been waived. *See Greenwood v. FAA.*, 28 F.3d 971, 977 (9th Cir. 1994) (“We review only issues which are argued specifically and distinctly in a party’s opening brief.”); *see also Miller v. Fairchild Indus., Inc.*, 797 F.2d 727, 738 (9th Cir. 1986) (declining to consider “matters on appeal that are not specifically and distinctly argued in appellant’s opening brief”). Accordingly, I agree with the majority’s conclusion to affirm the district court’s grant of summary judgment on these claims.

* * *

For the reasons set forth herein, the district court’s grant of summary judgment on all claims—except Freyd’s Oregon Revised Statute Section 652.220 claim—should be affirmed. I therefore respectfully dissent.

⁶ I concur in Section III, Parts D and E, of the majority’s opinion regarding Freyd’s Title VII disparate treatment claim and her Oregon Revised Statute § 659A.030 claim. I also concur in denying Freyd’s Motion to Certify and the University’s Motion to Strike.

2022 WL 801455

Only the Westlaw citation is currently available.

United States District Court, D. Oregon,
Eugene Division.

Florence POURTAL, Plaintiff,

v.

COOS COUNTY, OREGON et al., Defendants.

Case No. 6:21-cv-00574-MK

I

Signed 03/01/2022

Attorneys and Law Firms

Erin E. Gould, Erin E. Gould, LLC, Eugene, OR, for Plaintiff.

Tracy M. McGovern, Nicholas J. Naumes, Frohnmayer
Deatherage Jamieson Moore Armosino & McGovern,
Medford, OR, for Defendants.

FINDINGS AND RECOMMENDATION

KASUBHAI, United States Magistrate Judge:

*1 In this employment discrimination action, Plaintiff Florence Pourtal ("Plaintiff") brings seven claims against Defendants Coos County, Oregon, by and through Coos Health and Wellness ("Coos County"), Mike Rowley, Eric Gleason, Scott Wurster, and Caroline Barr (collectively, "Defendants"): (1) a wrongful termination claim based on sex discrimination under [42 U.S.C. § 1981](#) and [ORS 659A.030\(1\)\(b\)](#) against Defendant Coos County; (2) a wrongful termination claim based on national origin discrimination under [42 U.S.C. § 1981](#) and [ORS 659A.030\(1\)\(b\)](#) against Defendant Coos County; (3) a deprivation of rights claim under [42 U.S.C. § 1983](#) against all Defendants; (4) a retaliation claim under [ORS 659A.220](#) against Defendants Coos County, Rowley, and Gleason; (5) an aiding and abetting unlawful employment practice claim under [ORS 659A.030\(1\)\(g\)](#) against all Defendants; (6) a whistleblower retaliation claim under [ORS 659A.199](#) against Defendant Coos County; and (7) a public employee whistleblower retaliation claim under [ORS 659A.203](#) against Defendant Coos County. Compl. 8–13, ECF No. 1.

Defendants move for partial dismissal under Rule 12(b)(6) as to the following claims: (1) Plaintiff's sex discrimination claims under [42 U.S.C. § 1981](#) and [ORS 659A.030\(1\)\(b\)](#) against Defendant Coos County; (2) Plaintiff's national origin discrimination claims under [42 U.S.C. § 1981](#) and [ORS 659A.030\(1\)\(b\)](#) against Defendant Coos County; (3) Plaintiff's deprivation of rights claim under [42 U.S.C. § 1983](#) against all Defendants; (4) Plaintiff's retaliation claim under [ORS 659A.220](#) against Defendants Rowley and Gleason; (5) Plaintiff's aiding and abetting unlawful employment practice claim under [ORS 659A.030\(1\)\(g\)](#) against Defendants Rowley and Gleason; (6) Plaintiff's whistleblower retaliation claim under [ORS 659A.199](#) against Defendant Coos County; and (7) Plaintiff's public employee whistleblower retaliation claim under [ORS 659A.203](#) against Defendant Coos County. Defs.' Partial Mot. Dismiss 2, ECF No. 6 ("Defs.' Mot."). However, Defendants do not challenge: (1) Plaintiff's retaliation claim under [ORS 659A.220](#) against Defendant Coos County; and (2) Plaintiff's aiding and abetting unlawful employment practice claim under [ORS 659A.030\(1\)\(g\)](#) against Defendants Coos County, Wurster, and Barr. *See* Defs.' Mot. 5–6, ECF No. 6.¹ In the alternative, Defendants move under [Fed. R. Civ. P. 12\(e\)](#) to make Plaintiff's claims more definite and certain. Defs.' Mot. 2, ECF No. 6. In her response to Defendants' motion, Plaintiff requests reasonable attorney fees under [Fed. R. Civ. P. 11\(b\)](#). *See* Pl.'s Resp. 14, ECF No. 12. For the reasons that follow, Defendants' partial motion to dismiss under [Rule 12\(b\)\(6\)](#) should be GRANTED in part and DENIED in part; Defendants' motion for a more definite statement under [Rule 12\(e\)](#) should be DENIED; and Plaintiff's [Rule 11](#) request for attorney fees should be DENIED.

BACKGROUND

*2 The following facts are taken from Plaintiff's Complaint and are accepted as true for the purpose of the pending motion. *See* Complaint, ECF No. 1. Plaintiff is a woman of French national origin who served as the Director of Public Health for Coos Health and Wellness from July 2014 until April 2020. *Id.* at 4.

In December 2019, Plaintiff met with Defendant Rowley and reported a gender-based unequal pay issue involving herself and Defendant Gleason, Plaintiff's male co-worker. *Id.* Plaintiff explained that Defendant Gleason received the same compensation despite being in a lower-ranked position in the organization. *Id.* In January 2020, Defendant Rowley drafted

a memorandum that “stated Plaintiff reported a pay equity issue, described her ‘emotional’ demeanor, and noted that this matter ‘did not directly concern’ her.” *Id.*

On April 15, 2020, Defendants placed Plaintiff on administrative leave pending an investigation into a personal relationship between Plaintiff and her co-worker. *Id.* at 5. That same day, Defendants Barr and Wurster initiated an investigation into Plaintiff's personal relationship with her co-worker to determine if it violated Defendants' policy. *Id.* Out of the twenty-two employees who reported to Plaintiff, Defendants Barr and Wurster interviewed Plaintiff, the co-worker with whom she had a personal relationship, Defendant Gleason, and five other employees. *Id.* During his interview with Defendants Barr and Wurster, Defendant Gleason stated that he had a “contentious relationship” with Plaintiff since he joined the organization and that “her management style upsets a significant amount of employees, many of whom ha[d] complained to [Defendant Gleason].” *Id.* While some of the employees described Plaintiff as “unkind,” “bullying,” and “intimidating,” others commented positively about Plaintiff. *Id.* at 6. One employee giving a positive review of Plaintiff stated that he believed people misconstrued Plaintiff's leadership style due to “cultural differences.” *Id.*

After concluding the investigation, Defendants determined that Plaintiff's relationship with her co-worker did not violate Defendants' policy. *Id.* However, Defendants Barr and Wurster also made findings about Plaintiff's management style and included the employees' comments—including the comment about cultural differences—in their investigation report. *Id.* Defendants Barr and Wurster recommended that Plaintiff “be ‘demoted or placed on a Last Chance Agreement’ based on comments from ‘numerous staff members’ that described [Plaintiff] as ‘unprofessional, aggressive, bullying, retaliatory, intimidating,’ and having ‘angry outbursts.’ ” *Id.*

On April 16, 2020, Defendant Barr notified Plaintiff that a board of commissioners meeting was scheduled for April 21, 2020, to review Defendant Barr and Wurster's investigation report. *Id.* at 7. Defendant Barr told Plaintiff that the scope of the investigation report concerned Plaintiff's relationship with her co-worker. *Id.* At no time did Defendant Barr notify Plaintiff that the scope of the investigation extended to her management style. *Id.*

On April 22, 2020, Defendant Rowley gave Plaintiff a termination letter that stated Plaintiff was being terminated due to “numerous deficiencies in [her] leadership skills,

management style, and ability to communicate appropriately with employees and colleagues.” *Id.* The letter also stated that one of the reasons for Plaintiff's termination was her meeting with Defendant Rowley regarding “another employee's wages, which was a topic that did not concern” Plaintiff. *Id.* at 8.

STANDARD OF REVIEW

*3 A motion to dismiss under Rule 12(b)(6) for failure to state a claim may be granted only when there is no cognizable legal theory to support the claim or when the complaint lacks sufficient factual allegations to state a facially plausible claim for relief. *Shroyer v. New Cingular Wireless Servs., Inc.*, 622 F.3d 1035, 1041 (9th Cir. 2010). In evaluating the sufficiency of a complaint's factual allegations, the court must accept as true all well-pleaded material facts alleged in the complaint and construe them in the light most favorable to the non-moving party. *Wilson v. Hewlett-Packard Co.*, 668 F.3d 1136, 1140 (9th Cir. 2012); *Daniels-Hall v. Nat'l Educ. Ass'n*, 629 F.3d 992, 998 (9th Cir. 2010). To be entitled to a presumption of truth, allegations in a complaint “may not simply recite the elements of a cause of action, but must contain sufficient allegations of underlying facts to give fair notice and to enable the opposing party to defend itself effectively.” *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011). All reasonable inferences from the factual allegations must be drawn in favor of the plaintiff. *Newcal Indus. v. Ikon Office Solution*, 513 F.3d 1038, 1043 n.2 (9th Cir. 2008). The court need not, however, credit the plaintiff's legal conclusions that are couched as factual allegations. *Ashcroft v. Iqbal*, 556 U.S. 662, 678–79 (2009).

DISCUSSION

I. Motion to Dismiss

Defendants move to dismiss Plaintiff's complaint because: (1) Plaintiff fails to state facts showing Defendant Coos County terminated her employment on the basis of sex or national origin; (2) Plaintiff fails to state any custom, policy, or practice under *Monell* to hold Defendant Coos County liable for a § 1983 claim; (3) Plaintiff fails to make definitively clear in her § 1983 claim what constitutional rights Defendants violated; (4) Plaintiff's state law retaliation claim and aiding and abetting claim fail to state a claim against Defendants Rowley and Gleason because they are improper defendants under the Oregon Tort Claims Act (“OTCA”); and (5)

Plaintiff fails to allege facts showing she was a whistleblower for her state law whistleblower retaliation claims. Defs.' Mot. 2–3, ECF No. 6. For the reasons that follow, Defendants' partial motion to dismiss should be GRANTED in part and DENIED in part.

A. § 1981 Claims

Defendants argue that “[t]here is nothing in the body of the complaint mentioning how [Plaintiff’s] sex or national origin related to her eventual termination, nor how her gender or original [sic] relate to anything.” *Id.* at 3. Plaintiff asserts she has alleged sufficient facts to create prima facie claims for gender-based discrimination and national origin discrimination. Pl.’s Resp. 3, ECF No. 12.

Section 1981 provides that “[a]ll persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens[.]” 42 U.S.C. § 1981(a). Section 1981 prohibits discrimination on the basis of race or ethnicity. *Johnson v. Riverside Healthcare Sys., LP*, 534 F.3d 1116, 1123 (9th Cir. 2008). It also prohibits discrimination on the basis of alienage. *Sagana v. Tenorio*, 384 F.3d 731, 740 (9th Cir. 2004). It does not, however, provide a cause of action for discrimination based on sex. *Jones v. Bechtel*, 788 F.2d 571, 574 (9th Cir. 1986) (“It is clear that section 1981 does not provide a cause of action based on sex discrimination.” (citations omitted)). Nor does it provide a cause of action for discrimination solely based on national origin. *Pavon v. Swift Transp. Co., Inc.*, 192 F.3d 902, 908 (9th Cir. 1999) (“To establish a claim under § 1981 the plaintiff must prove that [they were] subjected to intentional discrimination based upon [their] race, rather than solely on the basis of the place or nation of their origin[.]” (citing *Saint Francis Coll. v. Al-Khazraji*, 481 U.S. 604, 613 (1987))). Because Plaintiff’s Complaint does not allege any facts to show that she was discriminated against based on her race, ethnicity, or alienage, Plaintiff’s § 1981 claims should be dismissed with leave to amend.

B. § 1983 Claims

*4 Under § 1983, a plaintiff may bring an action for “the deprivation of any rights, privileges, or immunities secured by the Constitution and laws” of the United States. 42 U.S.C. § 1983. “To state a claim under § 1983, a plaintiff must allege the violation of a right secured by the Constitution and laws of

the United States, and must show that the alleged deprivation was committed by a person acting under color of state law.” *Naffe v. Frye*, 789 F.3d 1030, 1035–36 (9th Cir. 2015) (quoting *West v. Atkins*, 487 U.S. 42, 48 (1988)). “Dismissal of a § 1983 claim following a Rule 12(b)(6) motion is proper if the complaint is devoid of factual allegations that give rise to a plausible inference of either element.” *Id.* at 1036 (citations omitted).

Defendants appear to argue that Plaintiff’s § 1983 claims should be dismissed for two reasons: (1) Plaintiff received notice of the scope of the investigation report that ultimately led to her termination; and (2) Plaintiff does not allege “what policy, custom, or practice existed that violated her rights” against Defendant Coos County. Defs.’ Mot. 3–4, ECF No. 6. Plaintiff argues that she “has properly alleged that she was denied procedural due process” because: (1) Plaintiff had no notice of the scope of the investigation; (2) Plaintiff did not have an opportunity to refute the allegations; and (3) Plaintiff did not receive notice of the nature or reason behind Defendants’ decision to terminate her until after such termination occurred. Pl.’s Resp. 10, ECF No. 12. Plaintiff also argues she has properly alleged that Defendant Coos County “was acting under policy in its deprivation of Plaintiff’s due process rights” sufficient to support a *Monell* claim. *Id.*

1. Adequate Notice

Defendants assert that Plaintiff received sufficient notice of the hearing and investigation report that ultimately led to her termination. Defs.’ Mot. 4, ECF No. 6. Additionally, Defendants argue that “Plaintiff makes confusing, and apparently contradictory allegations, that she was not notified of what was being investigated while also alleging that Defendant Barr provided Plaintiff with that exact information and when a hearing would be held.” *Id.* Defendants misunderstand the facts alleged in Plaintiff’s Complaint.

In her Complaint, Plaintiff alleges that Defendant Barr provided her with a letter notifying her that the board of commissioners scheduled a meeting to review Defendants’ investigation report. Compl. 7, ECF No. 1. Plaintiff also alleges that:

The letter did not state the board of commissioners would be reviewing Plaintiff’s management style. At no time between April 15 and April 22 was Plaintiff given

notice that the scope of the investigation had expanded to include general inquiry into her management style. At no time between April 15 and April 22 was Plaintiff given the opportunity to present evidence or request witness interviews with any other employees who might present evidence in her favor regarding her management style. At no time between April 15 and April 22, was Plaintiff given an opportunity to plead her case or make argument to the board of commissioners regarding the allegations about her management style.

Id.; see also Pl.'s Resp. 10, ECF No. 12. Plaintiff was then terminated on April 22, 2020, due to "numerous deficiencies in [Plaintiff's] leadership skills, management style, and ability to communicate appropriately with employees and colleagues." Compl. 7, ECF No. 1. Contrary to Defendants' arguments, Plaintiff has alleged sufficient facts that, if true, would trigger liability for a due process violation. As such, Defendants' motion should be denied as to Plaintiff's due process claims.

2. *Monell* Doctrine

*5 There are three methods by which a plaintiff may establish municipal liability under *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658, 690–91 (1978). First, a local government may be liable where the "execution of a government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy, inflict[s] the injury." *Rodriguez v. City of Los Angeles*, 891 F.3d 776, 802 (9th Cir. 2018) (quoting *Monell*, 436 U.S. at 694). Second, a local government can fail to train employees in a manner that amounts to "deliberate indifference" to a constitutional right, such that "the need for more or different training is so obvious, and the inadequacy so likely to result in the violation of constitutional rights, that the policymakers of the [government entity] can reasonably be said to have been deliberately indifferent to the need." *Id.* (quoting *City of Canton v. Harris*, 489 U.S. 378, 390 (1989)). Third, a local government may be held liable if "the individual who committed the constitutional tort was an official with final policy-making authority or such an official ratified a subordinate's unconstitutional decision or action and the basis for it." *Id.* at 802–03 (quoting *Gravelet-Blondin v. Shelton*, 728 F.3d 1086, 1097 (9th Cir. 2013)). The first method is relevant here. See *Board of Comm'rs of Bryan Cty. v. Brown*, 520 U.S. 397, 407–08 (1997) (local government units may be liable if policy or custom caused a constitutional violation).

For municipal liability to attach to a "policy or custom" constitutional violation, a plaintiff must show the violation was: (1) "pursuant to a formal governmental policy or a longstanding practice or custom which constitutes the standard operating procedure of the local governmental entity"; and (2) that the policy was "the cause in fact [and] proximate cause of the constitutional deprivation." *Trevino v. Gates*, 99 F.3d 911, 918 (9th Cir. 1996), modified on other grounds by *Navarro v. Block*, 250 F.3d 729 (9th Cir. 2001). Municipal liability "may not be predicated on isolated or sporadic incidents; it must be founded upon practices of sufficient duration, frequency and consistency that the conduct has become a traditional method of carrying out policy." *Trevino*, 99 F.3d at 918. In other words, an unwritten policy or custom must be so "persistent and widespread" that it constitutes a "permanent and well settled" practice. *Monell*, 436 U.S. at 691 (quoting *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 167–68 (1970)). Further, a "municipality may be held liable when execution of a government's policy or custom ... inflicts the injury." *Los Angeles Cty. v. Humphries*, 562 U.S. 29, 36 (2010) (emphasis added; quotation marks omitted).

Here, Plaintiff has failed to sufficiently allege that Defendant Coos County acted under a custom or policy. See *Rodriguez*, 891 F.3d at 802. Plaintiff's Complaint simply states that, "[a]t all times material, Defendant Coos County was operating under official policy[.]" Compl. 9, ECF No. 1. Plaintiff does not allege any details about this policy. To the extent Plaintiff may be able to allege that Defendant Coos County acted pursuant to a custom, she should do so explicitly in an amended complaint. As such, Plaintiff's § 1983 claim against Defendant Coos County should be dismissed with leave to amend.

C. State Law Claims

1. *Retaliation and Aiding and Abetting* Claims

Defendants argue Plaintiff's retaliation claim and aiding and abetting claim against Defendants Rowley and Gleason should be dismissed because they are improper defendants under the OTCA. See Defs.' Mot. 5–6, ECF No. 6 ("The sole cause of action for a tort committed by officers, employees, or agents of a public body acting within the scope of their employment' is an action against the public body. ORS 30.265(2)."). Plaintiff argues that Defendants rely on an outdated version of the OTCA and fail to cite the full and

current version of the statute. Pl.'s Resp. 11–12, ECF No. 12. During oral argument, Defendants' counsel acknowledged they relied on an old version of the statute.

Under the current version of the statute,

[t]he sole cause of action for a tort committed by officers, employees, or agents of a public body acting within the scope of their employment and eligible for representation and indemnification under [ORS 30.285](#) or [30.287](#) is an action under [ORS 30.260](#) to [30.300](#). The remedy provided by [ORS 30.260](#) to [30.300](#) is exclusive of any other action against any such officer, employee or agent of a public body whose act or omission within the scope of the officer's, employee's or agent's employment or duties gives rise to the action. No other form of civil action is permitted.

*6 ORS 20.265(2). The statute is clear. Defendants acknowledged their erroneous reliance on an incorrect version of the statute. Individual defendants can be proper defendants under the OTCA. Defendants' motion should be denied as to Plaintiff's retaliation claim and aiding and abetting claim.

2. Whistleblower Claims

Defendants argue that Plaintiff's whistleblower claims against Defendant Coos County should be dismissed because “[a]s a merely internal employment complaint it is simply a workplace dispute, not a matter of public whistleblowing concern.” Defs.’ Mot. 7, ECF No. 6. Plaintiff asserts that she alleged facts sufficient to establish a prima facie case under both [ORS 659A.199](#) and [ORS 659A.203](#). Pl.’s Resp. 12–13, ECF No. 12.

“To establish a prima facie case of retaliation under [ORS 659A.199](#), the plaintiff must demonstrate that (1) he was engaged in a protected activity; (2) he suffered an adverse employment decision; and (3) there was a causal link between the protected activity and the adverse employment decision.” *Brunozzi v. Cable Comm’ns, Inc.*, 851 F.3d 990, 998 (9th Cir. 2017); see also *Lindsey v. Clatskanie People’s Util. Dist.*, 140 F. Supp. 3d 1077, 1091 (D. Or. 2015) (requiring the same elements to establish a prima facie case under either [ORS 659A.199](#) or [ORS 659A.203](#)). A “disclosure” that falls within the protection of these statutes includes a “report made within an agency or department.” *Lindsey*, 140 F. Supp. 3d at 1092 (citing *Bjurstrom v. Oregon Lottery*, 202 Or. App. 162, 169–70 (2005)).

Viewing the facts in the light most favorable to Plaintiff and drawing all reasonable inferences in her favor, Plaintiff has alleged sufficient facts that she engaged in a protected activity by reporting a workplace pay issue. Plaintiff has also alleged that one of the reasons Defendants gave for her termination was her meeting with Defendant Rowley regarding “another employee's wages, which was a topic that did not concern” Plaintiff. Compl. 8, ECF No. 1. As such, Defendants’ motion should be denied as to Plaintiff's whistleblower claims.

II. Motion for More Definite Statement

Under [Rule 12\(e\)](#), “[a] party may move for a more definite statement of a pleading to which a responsive pleading is allowed but which is so vague or ambiguous that the party cannot reasonably prepare a response.” *Fed. R. Civ. P. 12(e)*. “A [Rule 12\(e\)](#) motion for more definite statement is disfavored and is proper only if the complaint is so indefinite that the defendant cannot ascertain the nature of the claim being asserted, meaning the complaint is so vague that the defendant cannot begin to frame a response.” *Barnes v. Olive*, No. 2:15-cv-00520-HZ, 2015 WL 5813193, at *2 (D. Or. Sept. 30, 2015) (quoting *Adobe Sys. Inc. v. Software Speedy*, 2014 WL 7186682, at *5 (N.D. Cal. Dec. 16, 2014) (citation omitted)).

A. § 1983 Claims

Defendants argue that Plaintiff “does not identify what violative conduct was done by what defendant” for her [§ 1983](#) claims. Defs.’ Mot. 3, ECF No. 6. Plaintiff asserts that the “specific allegations against each Defendant and [their] distinct role are set forth in paragraphs 13–25” of the Complaint. Pl.’s Resp. 10, ECF No. 12.

In her Complaint, Plaintiff alleges that she met with Defendant Rowley and reported a gender-based unequal pay issue involving herself and Defendant Gleason. Compl. 4, ECF No. 1. Defendant Rowley then drafted a reprimand memorandum stating that Plaintiff reported a pay equity issue, describing her “emotional” demeanor, and noting that this matter “did not concern” Plaintiff. *Id.* Defendants Barr and Wurster initiated an investigation into a relationship between Plaintiff and her co-worker. Compl. 5, ECF No. 1. Defendants Barr and Wurster interviewed six employees including Defendant Gleason as part of this investigation. *Id.* Defendants Barr and Wurster prepared an investigation report finding that Plaintiff's relationship with her co-worker did not violate any county policy. *Id.* at 6. Unbeknownst to

Plaintiff, Defendants Barr and Wurster also made findings about Plaintiff's management style. *Id.* Defendants Barr and Wurster recommended Plaintiff be “demoted or placed on a Last Chance Agreement” based on employees’ comments, including a comment about Plaintiff's leadership style being misconstrued by others because of “cultural differences.” *Id.* In April 2020, Defendant Rowley provided Plaintiff with a termination letter stating she was being terminated due to “numerous deficiencies in [Plaintiff's] leadership skills, management style, and ability to communicate appropriately with employees and colleagues.” *Id.* at 7. The letter further stated that another reason for Plaintiff's termination was her meeting with Defendant Rowley regarding “another employee's wages, which was a topic that did not concern” Plaintiff. *Id.* at 8.

*7 Plaintiff has sufficiently alleged each Defendant's conduct giving rise to her § 1983 claims. Defendants’ motion for a more definite statement under Fed. R. Civ. P. 12(e) should be denied as to Plaintiff's § 1983 claims.

B. State Law Claims

Defendants argue that “[t]here is nothing in the body of the complaint mentioning how [Plaintiff's] sex or national origin related to her eventual termination, nor how her gender or original [sic] relate to anything.” Defs.’ Mot. 3, ECF No. 6. Plaintiff asserts that she alleged facts sufficient to establish a prima facie case for sex discrimination and national origin discrimination. Pl.’s Resp. 2–4, ECF No. 12.

Plaintiff has alleged that she is a woman who reported a gender-based unequal pay issue to Defendants. *Id.* 2–3. Defendant Rowley then reprimanded Plaintiff for reporting the issue and criticized Plaintiff for having an “emotional” demeanor. *Id.* at 3. In her termination letter, Defendants described Plaintiff as “emotional” and referenced Plaintiff's meeting with Defendant Rowley regarding her report of a gender-based unequal pay issue. *Id.* Viewing the facts in the light most favorable to Plaintiff and drawing all reasonable inferences in her favor, Plaintiff has alleged sufficient facts to support a sex discrimination claim under ORS 659A.030.

Plaintiff has also alleged that she is of French national origin. *Id.* at 4. While investigating Plaintiff's relationship with a co-worker, Defendants expanded the scope of the investigation to include Plaintiff's communication

Defendant Coos County:

style. *Id.* Despite determining that Plaintiff's relationship with her co-worker did not violate Defendants’ policy, Defendants Barr and Wurster nevertheless made findings about Plaintiff's management style and included employees’ comments—including a comment about cultural differences—in their investigation report. Compl. 6, ECF No. 1. Defendants Barr and Wurster recommended that Plaintiff “be ‘demoted or placed on a Last Chance Agreement’ based on comments from ‘numerous staff members’ that described [Plaintiff] as ‘unprofessional, aggressive, bullying, retaliatory, intimidating,’ and having ‘angry outbursts.’ ” *Id.* Plaintiff's termination letter explicitly referenced Plaintiff's communication style as a reason for her termination. Pl.’s Resp. 4, ECF No. 12. Viewing the facts in the light most favorable to Plaintiff and drawing all reasonable inferences in her favor, Plaintiff alleges sufficient facts to support a national origin discrimination claim under ORS 659A.030.

As such, Defendants’ motion for a more definite statement under Fed. R. Civ. P. 12(e) should be denied as to Plaintiff's state law claims under ORS 659A.030.

III. Rule 11 Sanctions

In her Response, Plaintiff argues that Defendants’ motion is “not legally cognizable or reasonable” and “requests reimbursement of her attorney fees pursuant to FRCP 11(b)(1) and (2) for having to respond to [Defendants’] motion.” Pl.’s Resp. 2, ECF No. 12. However, under Rule 11, “[a] motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b).” Fed. R. Civ. P. 11(c)(2). Because Plaintiff has failed to file a separate motion for sanctions, as is required under Rule 11(c)(2), Plaintiff's request for attorney fees under Rule 11(b) should be denied.

RECOMMENDATION

*8 The Court recommends that Defendants’ partial motion to dismiss (ECF No. 6) be GRANTED in part and DENIED in part. The Court summarizes the recommended disposition for each claim raised in Defendants’ partial motion to dismiss as follows:

I. 42 U.S.C. § 1981 Claims

GRANTED without prejudice and with leave to amend

II. 42 U.S.C. § 1983 Claims

Defendant	Coos County:	GRANTED without prejudice and with leave to amend
	Rowley:	DENIED
	Gleason:	DENIED
	Wurster:	DENIED
	Barr:	DENIED

III. State Law Claims

		A. ORS 659A.030(1)(b) – Sex and National Origin Discrimination
Defendant	Coos County:	DENIED
		B. ORS 659A.220 – Retaliation
Defendant	Rowley:	DENIED
	Gleason:	DENIED
		C. ORS 659A.030(1)(g) – Aiding and Abetting Unlawful Employment Practice
Defendant	Rowley:	DENIED
	Gleason:	DENIED
		D. ORS 659A.199 – Whistleblower Retaliation
Defendant	Coos County:	DENIED
		E. ORS 659A.203 – Public Employee Whistleblower Retaliation
Defendant	Coos County:	DENIED

Additionally, Defendants' motion for a more definite statement under [Rule 12\(e\)](#) should be denied. Plaintiff's request for attorney fees under [Rule 11\(b\)](#) should be also denied.

This recommendation is not an order that is immediately appealable to the Ninth Circuit Court of Appeals. Any notice of appeal pursuant to [Federal Rule of Appellate Procedure 4\(a\)\(1\)](#) should not be filed until entry of the district court's judgment or appealable order.

The Findings and Recommendation will be referred to a district judge. Objections to this Findings and Recommendation, if any, are due fourteen (14) days from today's date. *See Fed. R. Civ. P. 72*. Failure to file objections within the specified time may waive the right to appeal the District Court's order. [Martinez v. Ylst, 951 F.2d 1153, 1157 \(9th Cir. 1991\)](#).

All Citations

Slip Copy, 2022 WL 801455

Footnotes

- 1 Defendants challenge Plaintiff's aiding and abetting claim only as to Defendants Rowley and Gleason, but not as to Defendants Wurster and Barr. See Defs.' Mot. 5, ECF No. 6 ("Plaintiff's Fourth and Fifth Claims alleging Retaliation and Aiding and Abetting against Defendants Rowley and Gleason are improper as they are individuals and under the OTCA[,] '[t]he sole cause of action for a tort committed by officers, employees or agents of a public body acting within the scope of their employment' is an action against the public body. [ORS 30.265\(2\)](#)").

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BOLI CHARGES

All pay equity cases processed 2018 - present								
Case Number	File Date	Complainant First Name	Complainant Last Name	Respondent	dba Name	Current Status	Status Date	Filing Basis
DPEMDP180103-10029	3-Jan-18	HIGHTOWER	ANGELA	SETERUS, INC.		Closed - No Substantial Evidence	30-Aug-18	EP-EM-Sex
EEEMSX180119-10110	19-Jan-18	TURNER	KELSEY	WILLAMETTE DENTAL GROUP, P.C.		Closed - No Substantial Evidence	10-Apr-18	EP-EM-Sex
EEEMSH180125-60168	25-Jan-18	REED	SHELLEY	BIOMED DIAGNOSTICS, INC.		Closed - Withdrawal to State or Federal Court	30-Mar-18	EP-EM-Sex
EEEMSX180511-91175	11-May-18	GREGOIRE	MARY JO	NIKE, INC.		Closed - Administrative Closure of Case being in	10-May-19	EP-EM-Sex
EPMSX180511-10717	11-May-18	RAMIREZ	MAYRA	CHA CHA CHA TAQUERIA, INC		Closed - Withdrawal to State or Federal Court	16-Jul-18	EP-EM-Sex
EEEMSX180613-50867	13-Jun-18	COLEMAN	AMBER	LANE FOREST PRODUCTS, INC.		Closed - Withdrawal to State or Federal Court	13-Jun-19	EP-EM-Sex
EEEMSX180628-91171	28-Jun-18	TRAPP	VICTORIA	NIKE, INC.		Closed - Administrative Closure of Case being in	28-Jun-19	EP-EM-Sex
EEEMSX180711-11081	11-Jul-18	WINBORNE	CHARLOA	BALLAS AND PARTNERS MANAGEMENT, INC	BPM HOA MANAGEMENT	Closed - No Substantial Evidence	20-Sep-18	EP-EM-Sex
EEEMSH180816-11254	16-Aug-18	ESQUEDA	ELIZABETH	MONTINORE VINEYARDS LIMITED	MONTINORE ESTATE	Closed - Withdrawal with private settlement	24-Dec-18	EP-EM-Sex
EEEMSX180928-11449	28-Sep-18	FOUNTAIN	BRITTANY	ADVANTAGE MEDIA PARTNERS LLC		Closed - Withdrawal to State or Federal Court	15-Jan-19	EP-EM-Sex
EEEMSX181010-91827	10-Oct-18	TVEDT	JENNIFER	NIKE, INC.		EEOC Suspended	7-Dec-18	EP-EM-Sex
EPMSX181015-11543	15-Oct-18	MITCHELL	ERICA	OREGON HEALTH & SCIENCE UNIVERSITY		Closed - Administrative Closure	19-Nov-18	EP-EM-Sex
EEEMSX181023-11598	23-Oct-18	STRUCHEN	KAREN	CROWDSTREET, INC.		Closed - Withdrawal without Settlement	27-Dec-18	EP-EM-Sex
EPMSX181023-41599	23-Oct-18	ROGERS	HALEY	WILLAMETTE VALLEY MEDICAL CENTER, LLC		Closed - No Substantial Evidence	29-Jan-19	EP-EM-Sex
DPEMDP181206-11878	6-Dec-18	SEUBERT	BONITA	LEGACY HEALTH SYSTEM	LEGACY HEALTH	Closed - No Substantial Evidence	4-Apr-19	EP-EM-Sex
EPMSX181217-11934	17-Dec-18	KAMNA	SHARI	STATE OF OREGON, HUMAN SERVICES		Investigation	24-Dec-18	EP-EM-Sex
EPMSX190129-10146	29-Jan-19	SCHLINGMAN	DYRK	NVA CPC NE 82ND AVE	NVA NE PORTLAND VETERINARY MANAGEMENT, LLC	Closed - No Substantial Evidence	23-Apr-19	EP-EM-Sex
EEEMSX190314-40358	14-Mar-19	MICKENHAM	JEANNETTE	GOOD SAMARITAN HOSPITAL CORVALLIS	GOOD SAMARITAN REGIONAL MEDICAL CENTER	Closed - No Substantial Evidence	6-Jul-19	EP-EM-Sex
EEEMSX190319-90345	19-Mar-19	QUEST	ARISSA	S.B., INC.	SHERMAN BROS. TRUCKING	EEOC Suspended	22-Mar-19	EP-EM-Sex
EPMSX190327-90412	27-Mar-19	TAYLOR	BRENDALYN	NORTHWEST PERMANENTE, P.C.		EEOC Suspended	10-Apr-19	EP-EM-Sex
EPMSX190408-60529	8-Apr-19	KREIFELS	SABRINA	MASTER CLEANING SERVICE, INC.	SERVICEMASTER OF MEDFORD	Closed - No Substantial Evidence	26-Jun-19	EP-EM-Sex
	8-Apr-19	KREIFELS	SABRINA	MASTER CLEANING SERVICE, INC.	SERVICEMASTER OF MEDFORD	Closed - No Substantial Evidence	26-Jun-19	ST-EM-Pay Equity - Sex
EPMSX190411-10475	11-Apr-19	THREADGILL	DONA	QWEST CORPORATION		Investigation	19-Apr-19	EP-EM-Sex
	11-Apr-19	THREADGILL	DONA	QWEST CORPORATION		Investigation	19-Apr-19	ST-EM-Pay Equity - Sex
EEEMSX190503-40674	3-May-19	FLETCHALL	MARALEE	DALE'S REMODELING, INC.		Investigation	21-May-19	EP-EM-Sex
EEEMSX190506-10668	6-May-19	CABRERA	AMANDA	PEOPLEREADY, INC.		Closed - Withdrawal with private settlement	25-Sep-19	EP-EM-Sex
	6-May-19	CABRERA	AMANDA	PEOPLEREADY, INC.		Closed - Withdrawal with private settlement	25-Sep-19	ST-EM-Pay Equity - Sex
EEEMSX190506-10669	6-May-19	LITTTRELL	JESSICA	PEOPLEREADY, INC.		Closed - Withdrawal with private settlement	25-Sep-19	EP-EM-Sex
	6-May-19	LITTTRELL	JESSICA	PEOPLEREADY, INC.		Closed - Withdrawal with private settlement	25-Sep-19	ST-EM-Pay Equity - Sex
EPMSX190506-50671	6-May-19	AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Investigation	19-Jun-19	EP-EM-Sex
	6-May-19	AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Investigation	19-Jun-19	ST-EM-Pay Equity - Sex
EPMSX190516-40713	16-May-19	RUCKER	JENIFER	STATE OF OREGON, DEPARTMENT HUMAN SERVICES		Closed - No Substantial Evidence	29-Jul-19	EP-EM-Sex
	16-May-19	RUCKER	JENIFER	STATE OF OREGON, DEPARTMENT HUMAN SERVICES		Closed - No Substantial Evidence	29-Jul-19	ST-EM-Pay Equity - Sex
EPMSX190528-70789	28-May-19	ZERTUCHE	JILL	PACIFICSOURCE HEALTH PLANS		Investigation	12-Jun-19	EP-EM-Sex
	28-May-19	ZERTUCHE	JILL	PACIFICSOURCE HEALTH PLANS		Investigation	12-Jun-19	ST-EM-Pay Equity - Sex
EPMSX190606-10844	6-Jun-19	DELPLANCHE	NEIL	WILSONVILLE T, LLC		Closed - No Substantial Evidence	5-Sep-19	EP-EM-Sex
EPMSX190627-50925	27-Jun-19	AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Investigation	10-Jul-19	EP-EM-Sex
	27-Jun-19	AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Investigation	10-Jul-19	ST-EM-Pay Equity - Sex
EPMSX190703-70975	3-Jul-19	SHIRLEY	JOHN	MINI PET MART, INC.		Investigation	22-Jul-19	EP-EM-Sex
	3-Jul-19	SHIRLEY	JOHN	MINI PET MART, INC.		Investigation	22-Jul-19	ST-EM-Pay Equity - Sex
STEMRC190715-11025	15-Jul-19	ROBINSON	CANDAS	ALWAYS QUALITY CLEANINGS LLC	AQC COMMERCIAL CLEANING	Investigation	31-Jul-19	ST-EM-Pay Equity - Race
AGEMAG190806-11145	6-Aug-19	WEGNER	RHONDA	STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES		Investigation	13-Aug-19	ST-EM-Pay Equity - Age
DPEMDP190814-11172	14-Aug-19	DUPUIS	TRAVIS	XPO LOGISTICS WORLDWIDE, INC.		Investigation	21-Aug-19	ST-EM-Pay Equity - Disability
DPEMDP190815-51208	15-Aug-19	DAVIS	ANN MARIE	PACIFIC AIR COMFORT, INC.		Investigation	3-Sep-19	EP-EM-Sex
AGEMAG190826-11274	26-Aug-19	NUNN	TRACEE	VIBRA SPECIALTY HOSPITAL OF PORTLAND		Investigation	18-Sep-19	ST-EM-Pay Equity - Age
EEEMSX190826-41282	26-Aug-19	WOLFE	WILLIAM	STATE OF OREGON DEPARTMENT OF CORRECTIONS		Investigation	18-Sep-19	EP-EM-Sex
	26-Aug-19	WOLFE	WILLIAM	STATE OF OREGON DEPARTMENT OF CORRECTIONS		Investigation	18-Sep-19	ST-EM-Pay Equity - Sex
EEEMSX190903-41316	3-Sep-19	ALLEN	JENNIFER	SINTRA CORPORATION	CAFE SINTRA	Investigation	27-Sep-19	ST-EM-Pay Equity - Sex
Count: 38								

CASE_NUMBER	File Date	Cp Last	Cp first	Respondent	dba Name	Current Status	Status date	Basis
AGEMAG190806-11145	6-Aug-19	WEGNER	RHONDA	STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES		Closed - No Substantial Evidence "B"	18-Oct-19	AG-EM-Age
AGEMAG190826-11274	6-Aug-19	WEGNER	RHONDA	STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES		Closed - No Substantial Evidence "B"	18-Oct-19	ST-EM-Pay Equity - Age
AGEMAG200918-11320	26-Aug-19	NUNN	TRACEE	VIBRA SPECIALTY HOSPITAL OF PORTLAND		Cause/Conciliation	26-Aug-20	AG-EM-Age
	26-Aug-19	NUNN	TRACEE	VIBRA SPECIALTY HOSPITAL OF PORTLAND		Cause/Conciliation	26-Aug-20	ST-EM-Pay Equity - Age
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	AG-EM-Age
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	EE-EM-Race/Color
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	EE-EM-Retaliation
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	EE-EM-Sex
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	EE-EM-Sexual Harassment
	18-Sep-20	HARTWELL	SYNNAMON	VIGILNET		Investigation	7-Dec-20	ST-EM-Pay Equity - Race
AGEMAG201019-61388	19-Oct-20	STALLSWORTH	RAY	STATE OF OREGON, OREGON STATE POLICE		Investigation	21-Dec-20	AG-EM-Age
	19-Oct-20	STALLSWORTH	RAY	STATE OF OREGON, OREGON STATE POLICE		Investigation	21-Dec-20	EE-EM-Sex
	19-Oct-20	STALLSWORTH	RAY	STATE OF OREGON, OREGON STATE POLICE		Investigation	21-Dec-20	ST-EM-Pay Equity - Age
	19-Oct-20	STALLSWORTH	RAY	STATE OF OREGON, OREGON STATE POLICE		Investigation	21-Dec-20	ST-EM-Pay Equity - Sex
DPEMDP190814-11172	14-Aug-19	DUPUIS	TRAVIS	XPO LOGISTICS WORLDWIDE, INC.		Closed - No Substantial Evidence "B"	3-Jun-20	DP-EM-Disability
	14-Aug-19	DUPUIS	TRAVIS	XPO LOGISTICS WORLDWIDE, INC.		Closed - No Substantial Evidence "B"	3-Jun-20	ST-EM-Disability
	14-Aug-19	DUPUIS	TRAVIS	XPO LOGISTICS WORLDWIDE, INC.		Closed - No Substantial Evidence "B"	3-Jun-20	ST-EM-Pay Equity - Disability
DPEMDP191206-11837	6-Dec-19	GEORGE	SUSANNAH	WOMEN'S HEALTHCARE ASSOCIATES, LLC		Closed - Withdrawal to State or Federal Court	3-Dec-20	DP-EM-Disability
	6-Dec-19	GEORGE	SUSANNAH	WOMEN'S HEALTHCARE ASSOCIATES, LLC		Closed - Withdrawal to State or Federal Court	3-Dec-20	EE-EM-Retaliation
	6-Dec-19	GEORGE	SUSANNAH	WOMEN'S HEALTHCARE ASSOCIATES, LLC		Closed - Withdrawal to State or Federal Court	3-Dec-20	ST-EM-Family Leave
	6-Dec-19	GEORGE	SUSANNAH	WOMEN'S HEALTHCARE ASSOCIATES, LLC		Closed - Withdrawal to State or Federal Court	3-Dec-20	ST-EM-Pay Equity - Disability
DPEMDP201016-11377	16-Oct-20	WING	TAMARA	PRINCETON PROPERTY MANAGEMENT, INC.		Investigation	21-Dec-20	DP-EM-Disability
	16-Oct-20	WING	TAMARA	PRINCETON PROPERTY MANAGEMENT, INC.		Investigation	21-Dec-20	EE-EM-Retaliation
	16-Oct-20	WING	TAMARA	PRINCETON PROPERTY MANAGEMENT, INC.		Investigation	21-Dec-20	ST-EM-Pay Equity - Race
	16-Oct-20	WING	TAMARA	PRINCETON PROPERTY MANAGEMENT, INC.		Investigation	21-Dec-20	ST-EM-Pay Equity - Sex
DPEMDP201028-11395	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	DP-EM-Disability
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	EE-EM-National Origin
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	EE-EM-Race/Color
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	EE-EM-Retaliation
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	ST-EM-Family Leave
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	ST-EM-Pay Equity - National Origin
	28-Oct-20	ARRIETA	MARIE	NIKE HOLDING, LLC	NIKE	Investigation	15-Dec-20	ST-EM-Pay Equity - Race
DPEMDP201224-11689	24-Dec-20	WILLIAMS	BRETT	WASHINGTON COUNTY		Investigation	3-Mar-21	DP-EM-Disability
	24-Dec-20	WILLIAMS	BRETT	WASHINGTON COUNTY		Investigation	3-Mar-21	ST-EM-Seeking Salary History (Pay Equity)
	24-Dec-20	WILLIAMS	BRETT	WASHINGTON COUNTY		Investigation	3-Mar-21	ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	24-Dec-20	WILLIAMS	BRETT	WASHINGTON COUNTY		Investigation	3-Mar-21	ST-EM-Whistleblowing
EEEMNO191202-11700	2-Dec-19	HOYLE	VAL	AVALON SENIOR LIVING - TABOR CREST II, L.L.C.		Cause/Conciliation	2-Dec-20	EE-EM-National Origin
	2-Dec-19	HOYLE	VAL	AVALON SENIOR LIVING - TABOR CREST II, L.L.C.		Cause/Conciliation	2-Dec-20	EE-EM-Retaliation
	2-Dec-19	HOYLE	VAL	AVALON SENIOR LIVING - TABOR CREST II, L.L.C.		Cause/Conciliation	2-Dec-20	ST-EM-Pay Equity - National Origin
EEEMNO191211-41848	11-Dec-19	SANTIAGO ESPINOZA	SEBASTIANA	ARLETA SHERWOOD PARK OPERATIONS, LLC	THE OAKS AT SHERWOOD PARK	APU Presenter Review	8-Jan-21	EE-EM-National Origin
	11-Dec-19	SANTIAGO ESPINOZA	SEBASTIANA	ARLETA SHERWOOD PARK OPERATIONS, LLC	THE OAKS AT SHERWOOD PARK	APU Presenter Review	8-Jan-21	ST-EM-Pay Equity - National Origin
EEEMNO191212-11849	12-Dec-19	ARELLANO DOMINGUEZ	GENOVEVA	ARLETA SHERWOOD PARK OPERATIONS, LLC	THE OAKS AT SHERWOOD PARK	APU Presenter Review	8-Jan-21	EE-EM-National Origin
	12-Dec-19	ARELLANO DOMINGUEZ	GENOVEVA	ARLETA SHERWOOD PARK OPERATIONS, LLC	THE OAKS AT SHERWOOD PARK	APU Presenter Review	8-Jan-21	ST-EM-Pay Equity - National Origin
EEEMNO200804-50978	4-Aug-20	ELZEYADI	IHAB	UNIVERSITY OF OREGON		Investigation	29-Sep-20	EE-EM-National Origin
	4-Aug-20	ELZEYADI	IHAB	UNIVERSITY OF OREGON		Investigation	29-Sep-20	EE-EM-Retaliation
	4-Aug-20	ELZEYADI	IHAB	UNIVERSITY OF OREGON		Investigation	29-Sep-20	ST-EM-Pay Equity - National Origin
	4-Aug-20	ELZEYADI	IHAB	UNIVERSITY OF OREGON		Investigation	29-Sep-20	ST-EM-Whistleblowing
EEEMNO200914-11291	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	EE-EM-National Origin
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	EE-EM-Race/Color
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	EE-EM-Retaliation
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	EE-EM-Sex
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	EP-EM-Sex
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	ST-EM-Pay Equity - Sex
	14-Sep-20	LEU	SARYANNE	YERBA OREGON, LLC		Investigation	23-Nov-20	ST-EM-Whistleblowing
EEEMNO200918-11318	18-Sep-20	KHLAFA	NABIL	OREGON HEALTH & SCIENCE UNIVERSITY	OHSU HEALTHCARE	Investigation	4-Dec-20	EE-EM-National Origin
	18-Sep-20	KHLAFA	NABIL	OREGON HEALTH & SCIENCE UNIVERSITY	OHSU HEALTHCARE	Investigation	4-Dec-20	EE-EM-Race/Color
	18-Sep-20	KHLAFA	NABIL	OREGON HEALTH & SCIENCE UNIVERSITY	OHSU HEALTHCARE	Investigation	4-Dec-20	ST-EM-Pay Equity - National Origin
	18-Sep-20	KHLAFA	NABIL	OREGON HEALTH & SCIENCE UNIVERSITY	OHSU HEALTHCARE	Investigation	4-Dec-20	ST-EM-Pay Equity - Race
EEEMRC191002-11474	2-Oct-19	SANABRIA	VICTOR	GEO. A. MORLAN PLUMBING & APPLIANCE CO.	GEORGE MORLAN PLUMBING	Closed - Withdrawal to State or Federal Court	21-May-20	EE-EM-Race/Color
	2-Oct-19	SANABRIA	VICTOR	GEO. A. MORLAN PLUMBING & APPLIANCE CO.	GEORGE MORLAN PLUMBING	Closed - Withdrawal to State or Federal Court	21-May-20	EE-EM-Retaliation
	2-Oct-19	SANABRIA	VICTOR	GEO. A. MORLAN PLUMBING & APPLIANCE CO.	GEORGE MORLAN PLUMBING	Closed - Withdrawal to State or Federal Court	21-May-20	ST-EM-Pay Equity - Race
EEEMRC191018-41606	18-Oct-19	CECENA VEYTIA	ALEJANDRA	CENTRAL OREGON COLLECTIVE		Closed - No Substantial Evidence "B"	26-Aug-20	EE-EM-National Origin
	18-Oct-19	CECENA VEYTIA	ALEJANDRA	CENTRAL OREGON COLLECTIVE		Closed - No Substantial Evidence "B"	26-Aug-20	EE-EM-Race/Color
	18-Oct-19	CECENA VEYTIA	ALEJANDRA	CENTRAL OREGON COLLECTIVE		Closed - No Substantial Evidence "B"	26-Aug-20	ST-EM-Pay Equity - Race
EEEMRC191104-11673	4-Nov-19	CRAWFORD	DONNIE	PAVEMENT MAINTENANCE, INC.		Closed - Withdrawal to State or Federal Court	4-Nov-20	EE-EM-Race/Color
	4-Nov-19	CRAWFORD	DONNIE	PAVEMENT MAINTENANCE, INC.		Closed - Withdrawal to State or Federal Court	4-Nov-20	EE-EM-Retaliation
	4-Nov-19	CRAWFORD	DONNIE	PAVEMENT MAINTENANCE, INC.		Closed - Withdrawal to State or Federal Court	4-Nov-20	ST-EM-Family Leave
	4-Nov-19	CRAWFORD	DONNIE	PAVEMENT MAINTENANCE, INC.		Closed - Withdrawal to State or Federal Court	4-Nov-20	ST-EM-Pay Equity - Race
	4-Nov-19	CRAWFORD	DONNIE	PAVEMENT MAINTENANCE, INC.		Closed - Withdrawal to State or Federal Court	4-Nov-20	ST-EM-Whistleblowing
EEEMRC191122-11791	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-National Origin
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Race/Color
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Retaliation
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - National Origin
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - Race
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	22-Nov-19	MEJIA LOPEZ	RICARDO	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Whistleblowing
EEEMRC191122-11792	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-National Origin
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Race/Color
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Retaliation
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - National Origin
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - Race
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	22-Nov-19	TUCUX MEJIA	CRISTIAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Whistleblowing
EEEMRC191122-11793	22-Nov-19	MEJIA LOPEZ	JUAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-National Origin
	22-Nov-19	MEJIA LOPEZ	JUAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Race/Color
	22-Nov-19	MEJIA LOPEZ	JUAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	EE-EM-Retaliation
	22-Nov-19	MEJIA LOPEZ	JUAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - National Origin
	22-Nov-19	MEJIA LOPEZ	JUAN	WEST COAST WILD FOODS USA LTD		Cause/Conciliation	20-Nov-20	ST-EM-Pay Equity - Race

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EEMSMH200204-10114	4-Feb-20 MEE	MIRANDA	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal with private settlement	3-Feb-21 ST-EM-Pay Equity - Sex
	4-Feb-20 MEE	MIRANDA	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal with private settlement	3-Feb-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	4-Feb-20 MEE	MIRANDA	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal with private settlement	3-Feb-21 ST-EM-Whistleblowing
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 EE-EM-Retaliation
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 EE-EM-Sex
EEMSMH200714-50850	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 EE-EM-Sexual Harassment
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 EP-EM-Sex
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 ST-EM-Pay Equity - Sex
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	3-Feb-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	4-Feb-20 MEE	MIRANDA	KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST		Closed - Withdrawal with private settlement	21-Jan-21 EE-EM-Retaliation
EEMSMH200729-51077	14-Jul-20 DOGALI	MALAYNA	VON KLEIN PROPERTY MANAGEMENT LLC		Closed - Withdrawal with private settlement	21-Jan-21 EE-EM-Sex
	14-Jul-20 DOGALI	MALAYNA	VON KLEIN PROPERTY MANAGEMENT LLC		Closed - Withdrawal with private settlement	21-Jan-21 EE-EM-Sexual Harassment
	14-Jul-20 DOGALI	MALAYNA	VON KLEIN PROPERTY MANAGEMENT LLC		Closed - Withdrawal with private settlement	21-Jan-21 EP-EM-Sex
	14-Jul-20 DOGALI	MALAYNA	VON KLEIN PROPERTY MANAGEMENT LLC		Closed - Withdrawal with private settlement	21-Jan-21 ST-EM-Pay Equity - Sex
	14-Jul-20 DOGALI	MALAYNA	VON KLEIN PROPERTY MANAGEMENT LLC		Investigation	16-Oct-20 EE-EM-Retaliation
EEMSMH200729-51077	29-Jul-20 DEYOUNG	DYLAN	SAFEWAY, INC.		Investigation	16-Oct-20 EE-EM-Sex
	29-Jul-20 DEYOUNG	DYLAN	SAFEWAY, INC.		Investigation	16-Oct-20 EE-EM-Sexual Harassment
	29-Jul-20 DEYOUNG	DYLAN	SAFEWAY, INC.		Investigation	16-Oct-20 EP-EM-Sex
	29-Jul-20 DEYOUNG	DYLAN	SAFEWAY, INC.		Investigation	16-Oct-20 ST-EM-Pay Equity - Sex
	29-Jul-20 DEYOUNG	DYLAN	SAFEWAY, INC.		Investigation	16-Oct-20 ST-EM-Whistleblowing
EEMSM200305-10329	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 EE-EM-Retaliation
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 EE-EM-Sex
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 EE-EM-Sex Maternity
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 EP-EM-Sex
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Family Leave
EEMSM200305-10330	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Pay Equity - Sex
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Retaliation
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Whistleblowing
	5-Mar-20 GALVAN	DEBORAH	DAIMLER TRUCKS NORTH AMERICA LLC		Closed - Withdrawal to State or Federal Court	29-Jun-20 EE-EM-Sex
EEMSM200305-10330	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 EE-EM-Sex Maternity
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 EP-EM-Sex
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Family Leave
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Pay Equity - Sex
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Retaliation
EEMSM200305-10330	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	29-Jun-20 ST-EM-Whistleblowing
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	1-Dec-20 EE-EM-National Origin
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	1-Dec-20 EE-EM-Race/Color
	5-Mar-20 GALVAN	DEBORAH	APEX SYSTEMS, LLC, A LIMITED LIABILITY COMPANY OF VIRGINIA		Closed - Withdrawal to State or Federal Court	1-Dec-20 EE-EM-Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal to State or Federal Court	1-Dec-20 EE-EM-Sexual Orientation
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal to State or Federal Court	1-Dec-20 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal to State or Federal Court	1-Dec-20 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal to State or Federal Court	1-Dec-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 EE-EM-Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - Withdrawal with private settlement	25-Sep-19 ST-EM-Pay Equity - Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Aug-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Aug-20 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Aug-20 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Aug-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Aug-20 ST-EM-Pay Equity - Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Aug-20 ST-EM-Sick Leave (State)
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		APU Presenter Review	21-Oct-20 EE-EM-Retaliation
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		APU Presenter Review	21-Oct-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		APU Presenter Review	21-Oct-20 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		APU Presenter Review	21-Oct-20 ST-EM-Pay Equity - Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "C"/"D"	24-Feb-21 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "C"/"D"	24-Feb-21 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "C"/"D"	24-Feb-21 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 EE-EM-National Origin
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 EE-EM-Religion
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 ST-EM-Pay Equity - Age
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 ST-EM-Pay Equity - National Origin
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation - "B"	27-May-20 ST-EM-Whistleblowing
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Dec-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Dec-20 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	21-Dec-20 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	23-Nov-20 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	23-Nov-20 EP-EM-Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	23-Nov-20 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	1-Mar-21 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	1-Mar-21 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Investigation	1-Mar-21 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 EE-EM-Retaliation
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 ST-EM-Domestic Violence
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 ST-EM-Family Leave
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Intake Processing	18-Feb-21 ST-EM-Pay Equity - Sex
EEMSM200527-50651	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Jun-19 EE-EM-Retaliation
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Jun-19 EE-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Jun-19 EP-EM-Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	26-Jun-19 ST-EM-Pay Equity - Sex
	27-May-20 ANDERSON	SABRINA	PACIFIC RECYCLING, INC.		Closed - No Substantial Evidence "B"	

EPMSX190411-10475	11-Apr-19 THREADGILL	DONA	QWEST CORPORATION		Closed - No Substantial Evidence "B"	10-Apr-20 EE-EM-Sex
	11-Apr-19 THREADGILL	DONA	QWEST CORPORATION		Closed - No Substantial Evidence "B"	10-Apr-20 EP-EM-Sex
EPMSX190506-50671	11-Apr-19 THREADGILL	DONA	QWEST CORPORATION		Closed - No Substantial Evidence "B"	10-Apr-20 ST-EM-Pay Equity - Sex
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 EE-EM-National Origin
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 EE-EM-Race/Color
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 EE-EM-Sex
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 EP-EM-Sex
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 ST-EM-Pay Equity - Sex
	6-May-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
EPMSX190516-40713	16-May-19 RUCKER	JENIFER	STATE OF OREGON, DEPARTMENT HUMAN SERVICES		Closed - No Substantial Evidence "B"	17-Oct-19 ST-EM-Pay Equity - Sex
	16-May-19 RUCKER	JENIFER	STATE OF OREGON, DEPARTMENT HUMAN SERVICES		Closed - No Substantial Evidence "C"/"D"	17-Oct-19 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	16-May-19 RUCKER	JENIFER	STATE OF OREGON, DEPARTMENT HUMAN SERVICES		Closed - No Substantial Evidence "C"/"D"	29-Jul-19 EE-EM-Sex
EPMSX190528-70789	28-May-19 ZERTUCHE	JILL	PACIFICSOURCE HEALTH PLANS		Closed - No Substantial Evidence "C"/"D"	29-Jul-19 EP-EM-Sex
	28-May-19 ZERTUCHE	JILL	PACIFICSOURCE HEALTH PLANS		Closed - No Substantial Evidence "B"	29-Jul-19 ST-EM-Pay Equity - Sex
	28-May-19 ZERTUCHE	JILL	PACIFICSOURCE HEALTH PLANS		Closed - No Substantial Evidence "B"	17-Oct-19 EE-EM-Sex
EPMSX190627-50925	27-Jun-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 EP-EM-Sex
	27-Jun-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	17-Oct-19 ST-EM-Pay Equity - Sex
	27-Jun-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	25-Oct-19 EE-EM-Retaliation
	27-Jun-19 AZAR	STEPHANIE	QWEST CORPORATION	CENTURYLINK	Closed - No Substantial Evidence "B"	25-Oct-19 EE-EM-Sex
EPMSX190703-70975	3-Jul-19 SHIRLEY	JOHN	MINI PET MART, INC.		Closed - No Substantial Evidence "B"	25-Oct-19 EP-EM-Sex
	3-Jul-19 SHIRLEY	JOHN	MINI PET MART, INC.		Closed - Administrative Closure	25-Oct-19 ST-EM-Pay Equity - Sex
	3-Jul-19 SHIRLEY	JOHN	MINI PET MART, INC.		Closed - Administrative Closure	27-Jan-21 EE-EM-Sex
EPMSX191003-41476	3-Oct-19 HEWLETT	KIRSTEN	STATE OF OREGON, OREGON HEALTH AUTHORITY, OREGON STATE HOSPITAL		Closed - Administrative Closure	27-Jan-21 ST-EM-Pay Equity - Sex
	3-Oct-19 HEWLETT	KIRSTEN	STATE OF OREGON, OREGON HEALTH AUTHORITY, OREGON STATE HOSPITAL		Closed - Withdrawal to State or Federal Court	5-Oct-20 EE-EM-Sex
	3-Oct-19 HEWLETT	KIRSTEN	STATE OF OREGON, OREGON HEALTH AUTHORITY, OREGON STATE HOSPITAL		Closed - Withdrawal to State or Federal Court	5-Oct-20 EP-EM-Sex
EPMSX191112-61736	12-Nov-19 WERNER	DAWN	GRANTS PASS SCHOOL DISTRICT 7		Closed - No Substantial Evidence "B"	5-Oct-20 ST-EM-Pay Equity - Sex
	12-Nov-19 WERNER	DAWN	GRANTS PASS SCHOOL DISTRICT 7		Closed - No Substantial Evidence "B"	26-Aug-20 EP-EM-Sex
	12-Nov-19 WERNER	DAWN	GRANTS PASS SCHOOL DISTRICT 7		Closed - No Substantial Evidence "B"	26-Aug-20 ST-EM-Age
EPMSX200427-40520	27-Apr-20 MCKIMMY	MICHELE	CATHOLIC COMMUNITY SERVICES FOUNDATION		Closed - No Substantial Evidence "B"	26-Aug-20 ST-EM-Pay Equity - Sex
	27-Apr-20 MCKIMMY	MICHELE	CATHOLIC COMMUNITY SERVICES FOUNDATION		Investigation	3-Jun-20 DP-EM-Disability
	27-Apr-20 MCKIMMY	MICHELE	CATHOLIC COMMUNITY SERVICES FOUNDATION		Investigation	3-Jun-20 EE-EM-Sex
	27-Apr-20 MCKIMMY	MICHELE	CATHOLIC COMMUNITY SERVICES FOUNDATION		Investigation	3-Jun-20 EP-EM-Sex
EPMSX200430-60543	30-Apr-20 SAXTON	DANE	SPOONY BAY LLC	MCDONALD'S	Investigation	3-Jun-20 ST-EM-Pay Equity - Sex
	30-Apr-20 SAXTON	DANE	SPOONY BAY LLC	MCDONALD'S	Closed - Failure to Cooperate	24-Aug-20 EE-EM-Sex
	30-Apr-20 SAXTON	DANE	SPOONY BAY LLC	MCDONALD'S	Closed - Failure to Cooperate	24-Aug-20 EP-EM-Sex
	30-Apr-20 SAXTON	DANE	SPOONY BAY LLC	MCDONALD'S	Closed - Failure to Cooperate	24-Aug-20 ST-EM-Pay Equity - Sex
EPMSX200709-70958	9-Jul-20 KUEHL	KRISTI	BARRETT BUSINESS SERVICES, INC		Closed - Failure to Cooperate	24-Aug-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	9-Jul-20 KUEHL	KRISTI	BARRETT BUSINESS SERVICES, INC		Investigation	14-Sep-20 EE-EM-Sex
	9-Jul-20 KUEHL	KRISTI	BARRETT BUSINESS SERVICES, INC		Investigation	14-Sep-20 EP-EM-Sex
EPMSX200723-51040	23-Jul-20 BURUM	BRENDA	OREGON PACIFIC LEASING INC.	ROTO ROOTER	Investigation	14-Sep-20 ST-EM-Pay Equity - Sex
	23-Jul-20 BURUM	BRENDA	OREGON PACIFIC LEASING INC.	ROTO ROOTER	Investigation	6-Oct-20 EE-EM-Retaliation
	23-Jul-20 BURUM	BRENDA	OREGON PACIFIC LEASING INC.	ROTO ROOTER	Investigation	6-Oct-20 EE-EM-Sex
	23-Jul-20 BURUM	BRENDA	OREGON PACIFIC LEASING INC.	ROTO ROOTER	Investigation	6-Oct-20 EP-EM-Sex
	23-Jul-20 BURUM	BRENDA	OREGON PACIFIC LEASING INC.	ROTO ROOTER	Investigation	6-Oct-20 ST-EM-Pay Equity - Sex
EPMSX200724-51052	24-Jul-20 BRADLEY	MESHELL	CITY OF SPRINGFIELD		Investigation	6-Oct-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	24-Jul-20 BRADLEY	MESHELL	CITY OF SPRINGFIELD		Investigation	8-Oct-20 EE-EM-Sex
	24-Jul-20 BRADLEY	MESHELL	CITY OF SPRINGFIELD		Investigation	8-Oct-20 EP-EM-Sex
EPMSX200727-11058	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Investigation	8-Oct-20 ST-EM-Pay Equity - Sex
	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Closed - No Substantial Evidence "B"	22-Jan-21 EE-EM-Retaliation
	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Closed - No Substantial Evidence "B"	22-Jan-21 EE-EM-Sex
	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Closed - No Substantial Evidence "B"	22-Jan-21 EP-EM-Sex
	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Closed - No Substantial Evidence "B"	22-Jan-21 ST-EM-Pay Equity - Sex
EPMSX200727-11059	27-Jul-20 BAYS	ANNIE-JOY	IDL WORLDWIDE, INC.	MARKETCRAFT	Closed - No Substantial Evidence "B"	22-Jan-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	27-Jul-20 BAYS	ANNIE-JOY	SUMMIT STAFFING SOLUTIONS, INC.		Closed - No Substantial Evidence "B"	22-Jan-21 EE-EM-Retaliation
	27-Jul-20 BAYS	ANNIE-JOY	SUMMIT STAFFING SOLUTIONS, INC.		Closed - No Substantial Evidence "B"	22-Jan-21 EE-EM-Sex
	27-Jul-20 BAYS	ANNIE-JOY	SUMMIT STAFFING SOLUTIONS, INC.		Closed - No Substantial Evidence "B"	22-Jan-21 EP-EM-Sex
	27-Jul-20 BAYS	ANNIE-JOY	SUMMIT STAFFING SOLUTIONS, INC.		Closed - No Substantial Evidence "B"	22-Jan-21 ST-EM-Pay Equity - Sex
EPMSX200727-71064	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Closed - No Substantial Evidence "B"	22-Jan-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Investigation	12-Oct-20 EE-EM-Retaliation
	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Investigation	12-Oct-20 EE-EM-Sex
	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Investigation	12-Oct-20 EP-EM-Sex
	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Investigation	12-Oct-20 ST-EM-Pay Equity - Sex
	27-Jul-20 BURNETT	RANDEE	DICK'S SPORTING GOODS, INC.		Investigation	12-Oct-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
EPMSX201216-71662	16-Dec-20 MCKNIGHT	PIXIE	NEW DIRECTIONS NORTHWEST, INC.		Investigation	12-Oct-20 ST-EM-Whistleblowing
	16-Dec-20 MCKNIGHT	PIXIE	NEW DIRECTIONS NORTHWEST, INC.		Investigation	24-Feb-21 EE-EM-Sex
	16-Dec-20 MCKNIGHT	PIXIE	NEW DIRECTIONS NORTHWEST, INC.		Investigation	24-Feb-21 EP-EM-Sex
EPMSX201230-11702	30-Dec-20 STEPHENSON	ANGELINE	BY DESIGN PIZZA, LLC		Investigation	24-Feb-21 ST-EM-Pay Equity - Sex
	30-Dec-20 STEPHENSON	ANGELINE	BY DESIGN PIZZA, LLC		Investigation	2-Mar-21 EE-EM-Retaliation
	30-Dec-20 STEPHENSON	ANGELINE	BY DESIGN PIZZA, LLC		Investigation	2-Mar-21 EE-EM-Sex
	30-Dec-20 STEPHENSON	ANGELINE	BY DESIGN PIZZA, LLC		Investigation	2-Mar-21 EP-EM-Sex
STEMIW201118-41459	30-Dec-20 STEPHENSON	ANGELINE	BY DESIGN PIZZA, LLC		Investigation	2-Mar-21 ST-EM-Pay Equity - Sex
	18-Nov-20 MORALES	ERIKA	MARTEL'S NURSERY, INC.		Investigation	2-Mar-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	18-Nov-20 MORALES	ERIKA	MARTEL'S NURSERY, INC.		Investigation	29-Dec-20 ST-EM-Injured Worker
	18-Nov-20 MORALES	ERIKA	MARTEL'S NURSERY, INC.		Investigation	29-Dec-20 ST-EM-National Origin
	18-Nov-20 MORALES	ERIKA	MARTEL'S NURSERY, INC.		Investigation	29-Dec-20 ST-EM-Pay Equity - Sex
	18-Nov-20 MORALES	ERIKA	MARTEL'S NURSERY, INC.		Investigation	29-Dec-20 ST-EM-Race/Color
STEMQA201015-61380	15-Oct-20 MATULA	TINA	OCW LLC		Investigation	29-Dec-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech
	15-Oct-20 MATULA	TINA	OCW LLC		Investigation	14-Dec-20 ST-EM-Pay Equity - Age
STEMQA210216-10028	16-Feb-21 GREGORY	JENNIFER	RIVERBEND MEMORY CARE COMMUNITY, LLC	THE RAWLIN AT RIVERBEND	Investigation	14-Dec-20 ST-EM-Sick Leave (State)
	16-Feb-21 GREGORY	JENNIFER	RIVERBEND MEMORY CARE COMMUNITY, LLC	THE RAWLIN AT RIVERBEND	Investigation	22-Feb-21 ST-EM-Pay Equity - Age
STEMQA210216-10029	16-Feb-21 HARVEY	MICHELLE	RIVERBEND MEMORY CARE COMMUNITY, LLC	THE RAWLIN AT RIVERBEND	Investigation	22-Feb-21 ST-EM-Pay Equity - Sex
	16-Feb-21 HARVEY	MICHELLE	RIVERBEND MEMORY CARE COMMUNITY, LLC	THE RAWLIN AT RIVERBEND	Investigation	25-Feb-21 ST-EM-Pay Equity - Age
STEMQS200317-70374	17-Mar-20 SIPE	MARIANNE	EASTERN OREGON UNIVERSITY		Investigation	25-Feb-21 ST-EM-Pay Equity - Sex
	17-Mar-20 SIPE	MARIANNE	EASTERN OREGON UNIVERSITY		Closed - Withdrawal to State or Federal Court	15-Sep-20 ST-EM-Pay Equity - Sex
	17-Mar-20 SIPE	MARIANNE	EASTERN OREGON UNIVERSITY		Closed - Withdrawal to State or Federal Court	15-Sep-20 ST-EM-Retaliation
STEMQS200821-11218	21-Aug-20 CLARKE	ANDREA	YERBA OREGON, LLC		Closed - Withdrawal to State or Federal Court	15-Sep-20 ST-EM-Sex
	21-Aug-20 CLARKE	ANDREA	YERBA OREGON, LLC		Investigation - "B"	5-Nov-20 ST-EM-Pay Equity - Sex
STEMQS201015-61381	15-Oct-20 MATULA	TINA	5 STAR STAFFING LLC		Investigation - "B"	5-Nov-20 ST-EM-Sex
					Investigation	14-Dec-20 ST-EM-Pay Equity - Sex

STEMRC190715-11025	15-Oct-20	MATULA	TINA	5 STAR STAFFING LLC	AQC COMMERCIAL CLEANING AQC COMMERCIAL CLEANING AQC COMMERCIAL CLEANING AQC COMMERCIAL CLEANING	Investigation Closed - No Substantial Evidence "B" Closed - No Substantial Evidence "B" Closed - No Substantial Evidence "B" Closed - No Substantial Evidence "B"	14-Dec-20 ST-EM-Sick Leave (State) 15-Jul-20 ST-EM-Disability 15-Jul-20 ST-EM-Pay Equity - Race 15-Jul-20 ST-EM-Race/Color 15-Jul-20 ST-EM-Whistleblowing
	15-Jul-19	ROBINSON	CANDAS	ALWAYS QUALITY CLEANINGS LLC			
	15-Jul-19	ROBINSON	CANDAS	ALWAYS QUALITY CLEANINGS LLC			
	15-Jul-19	ROBINSON	CANDAS	ALWAYS QUALITY CLEANINGS LLC			
STEMRC201217-11676	17-Dec-20	BURNETTE	SEAN	RUSSELLVILLE II, LLC	RUSSELLVILLE PARK RUSSELLVILLE PARK RUSSELLVILLE PARK RUSSELLVILLE PARK	Investigation Investigation Investigation Investigation	23-Feb-21 ST-EM-Age 23-Feb-21 ST-EM-Pay Equity - Race 23-Feb-21 ST-EM-Race/Color 23-Feb-21 ST-EM-Retaliation
	17-Dec-20	BURNETTE	SEAN	RUSSELLVILLE II, LLC			
	17-Dec-20	BURNETTE	SEAN	RUSSELLVILLE II, LLC			
	17-Dec-20	BURNETTE	SEAN	RUSSELLVILLE II, LLC			
STEMSX200203-70116	3-Feb-20	PUCKETT	SUSAN	RESQMAX, INC.		Closed - No Substantial Evidence "B" Closed - No Substantial Evidence "B" Closed - No Substantial Evidence "B"	25-Nov-20 ST-EM-Pay Equity - Sex 25-Nov-20 ST-EM-Retaliation 25-Nov-20 ST-EM-Sex
	3-Feb-20	PUCKETT	SUSAN	RESQMAX, INC.			
	3-Feb-20	PUCKETT	SUSAN	RESQMAX, INC.			
STEMSX210121-50064	21-Jan-21	COEN	LORI	W CUSTOM PAVING L.L.C.		Investigation Investigation Investigation	3-Mar-21 ST-EM-Pay Equity - Sex 3-Mar-21 ST-EM-Sex 3-Mar-21 ST-EM-Sexual Harassment
	21-Jan-21	COEN	LORI	W CUSTOM PAVING L.L.C.			
	21-Jan-21	COEN	LORI	W CUSTOM PAVING L.L.C.			
STEMWB201218-11663	18-Dec-20	RODDY	TAYLOUR	BROWN BEAN COFFEE, LLC	MADRONA HILL CAFE MADRONA HILL CAFE MADRONA HILL CAFE MADRONA HILL CAFE	Investigation Investigation Investigation Investigation	8-Feb-21 ST-EM-Retaliation 8-Feb-21 ST-EM-Seeking Salary History (Pay Equity) 8-Feb-21 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech 8-Feb-21 ST-EM-Whistleblowing
	18-Dec-20	RODDY	TAYLOUR	BROWN BEAN COFFEE, LLC			
	18-Dec-20	RODDY	TAYLOUR	BROWN BEAN COFFEE, LLC			
	18-Dec-20	RODDY	TAYLOUR	BROWN BEAN COFFEE, LLC			
STEMWB210119-40072	19-Jan-21	BURGESS	MARIE	KYLA INC	SMOKE FOR LESS SMOKE FOR LESS SMOKE FOR LESS SMOKE FOR LESS	Intake Processing Intake Processing Intake Processing Intake Processing	2-Oct-20 ST-EM-Retaliation 2-Oct-20 ST-EM-Seeking Salary History (Pay Equity) 2-Oct-20 ST-EM-WHD retaliation issues - including wage claims, rest/meal periods, minimum wage and wage speech 2-Oct-20 ST-EM-Whistleblowing
	19-Jan-21	BURGESS	MARIE	KYLA INC			
	19-Jan-21	BURGESS	MARIE	KYLA INC			
	19-Jan-21	BURGESS	MARIE	KYLA INC			
Count: 85							

DATA GATHERING

Recommended Demographic Items

1. What is your gender identity?

Response options: Woman; Man; Gender Nonconforming or Genderqueer; Transgender Woman; Transgender Man; Non-binary; A gender identity not listed, please specify _____

2. What is your sexual orientation? Select any that apply.

Response options: Straight/Heterosexual; Bisexual; Gay; Lesbian; Queer; Questioning; Asexual; Pansexual; A sexual orientation not listed, please specify _____

3. How do you identify? Select any that apply.

Response options: Arab or Arab American; Asian or Asian American; Black or African American; Caucasian or White; Hispanic or Latino/a/x; Middle Eastern; Native American and/or Alaska Native; Native Hawaiian and/or Pacific Islander; Another group not listed, please specify _____

4. Do you have a religious or cultural affiliation with any of the following? Select any that apply.

Response options: No affiliation; Buddhism; Catholicism; Christianity; Hinduism; Islam; Judaism; Nonreligious (secular/agnostic/atheist); An affiliation not listed, please specify _____

5. Have you been diagnosed with a disability?

Response options: Yes, No

a) Please select your diagnosed disability/condition from the list below. Select any that apply.

Response options: Attention deficit or hyperactivity; Autism spectrum (including Asperger's Syndrome); Long-term health or medical condition; Learning impairment (e.g., dyslexia); Mental or emotional disability (e.g., anxiety or depression); Physical disability; Post traumatic stress disorder; Sensory disability (e.g., visual or hearing impairment); A disability not listed, please specify _____

6. Are you a veteran?

Response options: Yes, No

STAFFING PAY EQUITY



8.04 COMPENSATION

Compensation Policy

The City shall establish compensation rates for classifications taking into account internal equity, complexity, accountability, impact, and/or working conditions. It is the goal of the City of Portland to attract and retain qualified employees and encourage high levels of performance. Additionally, the City uses valid and consistent methodology for evaluating jobs. It is the City's policy that:

- direct and indirect compensation (wages, premiums, health benefits, holidays, vacation and other leaves, pensions, etc.) are all to be considered in determining appropriate levels of compensation for employees;
- wage and benefits packages are considered "externally competitive" if they approximate the average of the direct and indirect compensation offered for similar work in applicable labor markets as determined by the Director of Human Resources;
- other factors such as compression between classifications and incentives linked to performance may also be considered in establishing wages and benefits;
- annual adjustments to the compensation rates may be made based upon a formula that considers the consumer price index. Other adjustments may also result from a classification study or compensation review.

The City recognizes the legitimate role of collective bargaining in determining compensation for represented employees.

The Council shall fix the salaries of all employees of the City.

Pay Equity Policy

The City shall endeavor to similarly pay all employees who perform work of a comparable character as defined in ORS 652.210 *et seq*, including substantially similar knowledge, skill, effort, responsibility, and working conditions.

The City of Portland has an internal complaint procedure designed to address and resolve complaints of discrimination, including pay inequity. See the [Administrative Rule 2.02 on Prohibition Against Workplace Harassment, Discrimination and Retaliation](#). The City will take appropriate action to prevent discrimination, including retaliation and harassment, and to ensure that the rights of employees who file complaints are respected, whether the complaint is filed through the internal complaint procedure, a grievance, or with a local, state, or federal agency, or court.

Compensation Plan

During the regular budgetary process, pay grades and compensation ranges for all classifications shall be set for the upcoming fiscal year and shall be published in a Compensation Plan.

The City Compensation Plan shall be revised in conjunction with the annual budgetary process and/or as a result of a classification/compensation study. The Director of Human Resources shall recommend appropriate pay ranges for each classification in accordance with the compensation policy.

Adjustments to assigned ranges for individual classifications, and presentation to Council of new classifications and ranges, shall be done in conjunction with the annual budgetary process or as the result of a classification/compensation study, except where the Director of Human Resources determines that:

1. a substantial change in the duties and responsibilities of the classification necessitates a salary adjustment; or
2. an inordinate amount of turnover within the classification is attributed to an inadequate salary level, thereby necessitating an immediate salary review; or
3. difficulty in recruitment of qualified candidates for a classification is attributed to an inadequate salary level, thereby necessitating an immediate salary adjustment; or
4. a new classification is needed at a time outside of the annual budgetary process.

[Link to City's Compensation Plan](#)

Double Pay Prohibited

The salaries provided for under this rule and in the various collective bargaining agreements are intended to be full compensation for services rendered to the City. An employee shall return to the City any compensation received for wages or benefits that were already paid for by the City. See, City Charter, Section 2-608.

Direct Deposit and Itemized Wage Statements

As part of the City's goal to reduce paper and create sustainable policies, and unless otherwise prohibited by a collective bargaining agreement, all newly hired City employees will receive their compensation through direct deposit to their designated financial institution and their itemized wage statements (remittance statements) will be available electronically through PortlandOregon.gov. Employees may request to receive paper checks in lieu of direct deposit or receive paper remittance statements.

Salary Ranges

1. Non-Represented Classifications

Each non-represented classification is assigned an open pay range with a minimum, midpoint, and maximum salary rated. Non-represented employees may be paid at any rate within the assigned range and in accordance with this rule.

2. Represented Classifications

Each represented classification shall be assigned a pay range with a minimum and maximum salary range and identified steps in between the minimum and maximum rates. Represented employees must be paid within that range and on an assigned step to that range except as provided in the [Administrative Rule 8.05 on Classification](#).

3. All Employees

An employee's rate of pay shall not be less than the entry pay rate or more than the top pay rate for the classification except as noted below.

The Director of Human Resources may approve retaining an employee's salary at their current rate even if higher than the top rate for their classification (red-circling) where the employee would otherwise suffer a reduction in pay under the following circumstances:

- The reduction in pay is due to a settlement agreement; or
- The reduction in pay is as a result of a reclassification that occurs as part of the implementation of a classification/compensation study; or
- The reduction is part of the implementation of the Employee Transition Services Program; or
- The reduction in pay is a result of a position being reclassified downwards, but the reclassification is not part of a classification/compensation study. For this exception to apply the reduction in pay must be no more than twenty-five percent (25%), the position at issue is determined critical by the director of the bureau and the Director of Human Resources approves red-circling as in the best interests of the City.

Employees whose pay is red-circled are not eligible for pay increases, including cost of living increases, until their pay rate is within the pay grade of their assigned classification.

Progression Through a Pay Range

1. Non-Represented Employees

Non-Represented Regular, Limited Term, and Job-Share employees shall progress through their assigned salary range based on the City's Performance Management System and in accordance with the Compensation Policy. See the [Administrative Rule 9.02 on Performance Management](#).

2. Represented Employees

Progression to steps in the salary range shall be as prescribed in the compensation plan and their respective bargaining agreement.

Compensation for Elected Officials

The salary rates for the Mayor, Commissioners, and Auditor shall not be assigned to a salary schedule and shall be established separately by the Council. City-paid parking is available to the Mayor and to each Commissioner.

Compensation for Council Member Secretary and Administrative Staff, City Attorney and non-represented employees of the City Attorney's Office

The administrative staff of each Council Member, the City Attorney, and all non-represented staff in the City Attorney's Office shall be compensated in an open range in the non-represented salary schedule in the pay range assigned to their classification. The Elected Official for their staff, or City Attorney for their non-represented employees, may designate or change the employee's salary, within the pay range, at any time. All compensation must be consistent with the City's Pay Equity Policy.

**Employment Agreement
and Compensation for
Bureau Directors**

Upon hire and as a condition of employment, bureau directors will be subject to the terms of an employment agreement the content of which has been approved by the Commissioner-in-Charge and the Director of Human Resources. Such agreement shall be for a term of 36 months and in the event of a termination without cause during the term of the agreement, shall provide for a severance payment, the amount to be determined at the time of hire. There will be no severance payment if the termination is for cause as defined in the employment agreement.

The Elected Official-in-charge may adjust the salary of any bureau director at any time provided the pay adjustment is within the pay range, is upward only, and is in recognition of exemplary performance as documented in a performance review submitted to the Bureau of Human Resources.

**Initial Appointments to
Other Positions Exempt
from Chapter 4 of the City
Charter**

The initial appointment to other positions exempt from Chapter 4 of the City Charter may be made at a rate above the entry point if approved by the Director of Human Resources and the Elected Official in charge.

**Assignment of a Claim for
Salary or Wages Prohibited**

It is unlawful for any person or employee rendering services to the City and having a salary or wage claim against the City to make an assignment of the claim for salary or wages, whether earned or unearned, except as provided in Section 5.12.030 of the City Code.

**Initial Appointment to Non-
Represented Classifications**

All initial full-time and part-time regular, limited duration and job-share appointments to non-represented classifications shall be to the entry rate of the pay range for the classification except as follows:

1. Initial appointments above entry rate may be made only with the approval of the Director of Human Resources or designee.
2. All appointments must be consistent with the City's Pay Equity Policy.

**Other Adjustments Within
the Pay Range for Non-
Represented Classifications**

The pay rate for a non-represented employee may be adjusted within the pay range at a time other than initial appointment or anniversary date. Such adjustments may be made only for the following reasons and must be approved in writing by the Director of Human Resources:

1. due to a substantial increase and expansion of the job responsibilities within the classification of the employee; or
2. to increase the compensation of existing employees, when due to market considerations a new employee doing work of comparable character, is initially appointed to a higher level within the range; or
3. the scope of work expected of an employee in a newly created position is broader than originally anticipated at the time the position was created.

**Initial Appointments to
Represented Classifications**

The initial appointment for a represented classification shall be the minimum rate for the salary range. The requirements for appointment above the minimum rate are

contained in the applicable collective bargaining contract and/or in the [Compensation Plan](#), or as required under the City's Pay Equity Policy.

Appointment of Temporary Employees

Initial appointment for full-time and part-time non-represented temporary employees shall be set in the same manner as regular non-represented employees while factoring in pay equity considerations. Temporary employees in represented classifications are appointed and progress through the pay range in accordance with the applicable collective bargaining agreement.

Casual Employees

The Council shall establish a salary schedule for casual classifications designated by the Director of Human Resources to meet seasonal work needs of the City. Unless set by a collective bargaining agreement the Director of Human Resources or designee may appoint and change the pay rates of casual employees to any pay rate within the classifications pay range designated in the compensation plan. Casual employees can only be placed in casual classifications.

Transfers

1. Non-Represented Employees

When a regular non-represented employee transfers to a position in a different classification with the same pay range or to a different position in the same classification, they maintain their current pay rate and anniversary date. With written approval by the Director of Human Resources or designee, movement along the range may be approved when there has been a substantial increase and expansion of the job responsibilities, so long as the new rate is consistent with the City's Pay Equity Policy.

2. Represented Employees

When a regular represented employee is either temporarily or permanently appointed to a position within the same or a different classification with the same maximum rate of pay, the employee's pay rate shall be the step within the range, which is closest to, but no lower than the employee's regular rate of pay in the former classification.

Promotion

1. Non-Represented Employees

When a regular or limited duration employee is appointed to a classification with a higher maximum pay range, the bureau director may appoint the employee:

- a. At the entry rate for the higher pay range, or at a pay rate in the higher pay range which gives them a five percent (5.0%) pay increase (not to exceed the maximum of the salary range) whichever is higher, so long as the promotional rate is consistent with the City's Pay Equity Policy. If the rate determined under this Administrative Rule is not consistent with the City's Pay Equity Policy, then the pay shall be set at a rate that is consistent with the City's Pay Equity Policy.

A regular employee's salary shall not be reduced due to an appointment to a position in a classification with a higher maximum pay range.

2. Represented Employees

When an employee is either temporarily or permanently appointed to a classification with a higher maximum rate of pay, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3.0%) increase over the employee's regular rate in their former classification, provided that in no event shall the new rate of pay exceeds the maximum rate for the higher classification. Provided that the promotional rate is consistent with the City's Pay Equity Policy. If the rate determined under this Administrative Rule is not consistent with the City's Pay Equity Policy, then the pay shall be set at a rate that is consistent with the City's Pay Equity Policy.

Demotion

1. Non-Represented Employees

If a permanently appointed employee voluntarily demotes to a lower paying classification they shall retain their anniversary date and their salary shall be at the rate in the new pay range, which affords the least reduction in pay, so long as the new rate is consistent with the City's Pay Equity Policy. Provided that the promotional rate is consistent with the City's Pay Equity Policy. If the rate determined under this Administrative Rule is not consistent with the City's Pay Equity Policy, then the pay shall be set at a rate that is consistent with the City's Pay Equity Policy. In no event shall an employee receive an increase in pay upon demotion.

2. Represented Employees

Except as provided in the [Administrative Rule 8.05 on Classification](#), when an employee is either temporarily or permanently appointed to a classification with a lower maximum rate of pay, the employee shall retain their anniversary date and their rate of pay shall be the step in the lower classification pay range which represents the least or no reduction in pay for the employee. So long as the new rate is consistent with the City's Pay Equity Policy. If the rate determined under this Administrative Rule is not consistent with the City's Pay Equity Policy, then it shall be set at a rate that is consistent with the City's Pay Equity Policy. In no event shall an employee receive an increase in pay upon demotion.

Employees demoted for disciplinary reasons shall receive the rate of pay in the lower salary range of the new classification specified as part of the disciplinary action. In no case shall the employee's rate of pay be below the first step of the new classification.

Reinstatement or Reappointment from a Layoff List or Return from Leave of Absence

When an employee is reinstated under the reinstatement rules, reappointed from a layoff list or returned from leave of absence, their salary rate shall be at the same position in the pay range as when the employee last served in that classification.

If a current employee is recalled from layoff and the current salary for the classification the employee is serving in exceeds their salary at the time of layoff, the rules on promotion will apply to the salary in effect at the time of layoff.

Reappointment after Return from Leave of Absence

See [Administrative Rule 7.07 on Reinstatement](#)

Anniversary Date and the Impact of Leaves and Prior Service

Except as provided below, the anniversary date of an employee is the date of initial appointment to the classification. Thereafter, an anniversary date for pay purposes shall be adjusted to exclude time spent on layoff or officially approved leaves of absence of more than 30 days in duration, unless otherwise required by federal or state law.

When an employee is regularly appointed to a classification with previous time served:

1. The anniversary date shall be adjusted to reflect credit for time in classification per applicable Administrative Rules or contractual languages; or
2. At the discretion of the Director of Human Resources, the employee shall be granted additional compensation per “initial appointment to the Non-Represented Classification” rule and the anniversary shall be reset to the date of appointment.

An officially approved absence from duty without pay because of military leave, Family Medical Leave, or injury in line of duty shall not change an employee’s anniversary date.

If as a result of layoff an employee bumps to a lower classification in which they previously held status, the employee’s anniversary date in the lower classification will be adjusted for pay purposes to include all time served in the lower classification.

Impact of Appointments to Other Classifications

If a regular employee accepts a temporary appointment in a classification in the same pay range and is later reappointed to the former classification, the employee shall retain their current salary rate and anniversary date.

If a regular employee accepts a temporary appointment in a classification in a higher pay range and is later reappointed to the former classification the employee’s anniversary date and salary rate shall be reset as if they had continued in the original classification.

Shift Differentials

Emergency Communication Operations Supervisors I and other non-represented employees assigned to work a full swing shift or full graveyard shift as their regular shift shall receive a shift differential as follows:

Swing shift – \$.84 cents per hour.

Graveyard shift – \$1.16 per hour.

As used in this Section, a “swing shift” is any work shift that begins between 12:00 noon and 6:59 p.m., inclusive, and ends no later than 5:00 a.m. and a “graveyard shift” is any work shift that begins between 7:00 p.m. and 11:00 p.m., inclusive and ends no later than 9:00 am.

The hourly premium authorized by this section does not apply during hours on vacation, sick leave, or any other paid leave of absence.

Supervisors I and II in the Bureau of Parks and Recreation are not eligible for shift differentials.

Residency Premium

All Police Captains, Commanders, Assistant Chiefs, the Deputy Chief and the Chief of Police are eligible for a five percent (5%) premium if they reside within City of Portland city limits.

Special Assignment Pay

Upon request by a bureau, special assignment pay differentials may be reviewed and approved by the Director of Human Resources for the incumbents of positions who are assigned to supervise the work of one or more employees whose base salaries are in the same or higher salary range as the supervisor.

The amount of the pay differential may be up to ten percent (10%) above the top of the pay range for the incumbent's classification for such assignment. So long as it complies with the City's Pay Equity Policy. If the rate determined under this Administrative Rule is not consistent with the City's Pay Equity Policy, then it shall be set at a rate that is consistent with the City's Pay Equity Policy. Such special assignment pay differential shall remain in effect for the duration of the assignment only, unless rescinded sooner by the bureau or the Director of Human Resources.

**Compensation for
Controlled Classes**

Under exceptional circumstances and provided it complies with the City's Pay Equity Policy, a classification may be identified as a "controlled class" and pay may be established at levels necessary to accomplish compelling City purposes. Such actions shall be based on a review and approval by the Director of Human Resources and shall be established for a specific period of time no greater than one (1) year.

Exceptional circumstances may include:

1. exceptional personnel shortages that require a short-term departure from the normal salary range assignment for a classification; or
2. a temporary organizational need that cannot be accommodated within current salary schedule assignments.

The classification shall return to the original salary range at the end of the time period designated for the higher salary range, unless the Director of Human Resources approves an extension.

An employee who is in a "controlled class" and receiving a higher salary range may only receive COLA increases, not merit adjustments within the new range. Upon returning the classification to its original salary range assignment, affected employees will only continue at their current rate of pay providing that rate is not higher than the maximum of the range. Provided it complies with the City's Pay Equity Policy, the Director of Human Resources may consider red-circling the pay of such employees in cases where the controlled class has been established for the maximum period of time.

The process for approving a higher rate for a "controlled class" shall be as follows:

1. A bureau may make a request and provide an initial basis for consideration by the Director of Human Resources.
 2. The Director of Human Resources shall confirm or further research the need for the use of a controlled class.
-

Upon the completion of such review, the Director of Human Resources shall approve or deny the request for adjustment of compensation for the classification. Such pay range designated or established by the Director of Human Resources shall not be more than ten percent (10%) over the current pay range and shall be limited to a period of not more than one (1) year, unless extended by the Director of Human Resources based on additional review at the end of the one-year period.

Pay Status

An employee is in paid status when working, when on paid leave, or when on worker's compensation leave. An employee is not in paid status after the last day of work when separated because of resignation, dismissal, death, retirement, or layoff.

Payment to Separated Employees

Employees who separate from City service shall be paid in accordance with applicable law.

Boards and Commissions

No member of any board or commission shall receive any salary or other compensation for their services on such board or commission.

Overtime

See the Administrative Rules regarding Hours of Work and Overtime: [8.02 Hours of Work and Overtime Compensation: FLSA Covered Employees](#) and [8.03 Hours of Work, Overtime Compensation & Management Leave: FLSA Exempt Employees](#).

Administrative Rule History

Adopted by Council March 6, 2002, Ord. No. 176302, Effective April 5, 2002
Revised October 15, 2002
Revised August 13, 2003
Revised October 24, 2003
Revised July 1, 2004
Revised December 22, 2004
Revised September 16, 2005
Revised July 9, 2007
Revised April 17, 2009
Revised October 19, 2010
Amended by Ord. No. 184958, effective November 25, 2011
Revised December 4, 2013
Revised April 25, 2016
Revised February 15, 2018
Adopted by Council
Revised February 13, 2019
Adopted by Council March 4, 2020, Ordinance No. 189873
Effective January 1, 2020



8.05 CLASSIFICATION

Classified Service

The classified service of the City of Portland includes all positions in City service, which are not specifically exempted by the City Charter. Positions exempted by the Charter are:

1. All officers chosen by popular election or by appointment by the Council
2. Members of all boards and commissions
3. The City Attorney and Deputies of the City Attorney
4. Chief Deputy City Auditor
5. Secretary and administrative staff of each Council member
6. Chief of Police
7. All bureau directors hired after December 31, 2000
8. At the recommendation of the Director of Human Resources and with the approval of City Council by ordinance, employees may be excluded from the classified service if they are in a classification where a critical element is exercising independent judgment in the formulation of policies that have citywide impact or importance. A listing of Classifications exempt from the Classified Service is located in the Classification & Compensation section of the Bureau of Human Resources website.

Classification Plan

The Classification Plan shall contain:

1. a foundation for establishing and maintaining a Compensation Plan;
2. all positions which are substantially similar with respect to the kind, difficulty and responsibility of duties are allocated to the same classification; and,
3. appropriate selection methods to be used in filling all positions within the same classification

The Director of Human Resources, in consultation with bureau managers, shall be responsible for the administration, maintenance, and periodic review of the classification plan to ensure that it reflects the duties performed by employees in the City service and the classification to which each position is allocated.

The classification plan groups all positions in the classified service into classifications based upon their duties, authority and responsibilities. The classification plan consists of an index of positions arranged by broad categories or families, occupational groups within categories, and series within occupational groups.

Each classification shall have an official title which is descriptive, brief and consistent with other titles in the plan and which can be used in all official documentation. The use of unofficial job titles is allowed and shall have no bearing upon the official classification of any position or employee.

The Director of Human Resources shall amend the classification plan as necessary including the addition of required new classifications, combination and/ or revision of existing classifications, and delete obsolete classifications.

The Director of Human Resources shall analyze the duties and responsibilities to be assigned to incumbents of proposed new positions and using such appraisal as a basis, assign the position to the appropriate classification within the classification plan. Consideration shall be given to the specific duties and responsibilities, knowledge and skills, and the relationship to other classifications in the Classification Plan.

A new classification specification or new specialty designation within an existing classification specification shall be prepared to cover each additional position which is created and for which the classification plan does not provide a satisfactory description of the position.

Reallocations of positions under the provisions of this section shall be the responsibility of the Director of Human Resources.

The classification plan will be based on an analysis of job-related factors, and shall be utilized for decision making on compensation, selection, employee development, career advancement, upward mobility, and other personnel program activities. In determining the classification to which a position should be allocated, only the duties and responsibilities assigned to the position and actually performed shall be considered. The capabilities and performance of an incumbent shall not be a classification factor.

A position is presumed to be allocated to the appropriate classification.

Classification Specification

Each classification shall be described in a written [classification specification](#) which shall include:

1. classification title and classification code number;
 2. a definition of the job describing the level and type of work as well as distinguishing characteristics;
 3. a description of typical examples of duties involved in the class;
 4. a description of the knowledge, skills and abilities necessary to perform the work of the position;
 5. any special requirements, physical characteristics, licenses or certificates required to do the work;
 6. the date of adoption or revision by the Director of Human Resources.
-

Specifications are intended to indicate the kinds of positions allocated to the various classifications as determined by their duties, responsibilities and minimum qualifications, and should be interpreted as a whole and in relation to others in the classification plan. A classification specification shall be liberally construed as a general description of the work characteristics of similar positions properly allocated to that classification.

Classification specifications are descriptive and not restrictive and do not prescribe each and every specific duty of any position, nor do they limit the authority of management in assigning work. Particular phrases or examples shall not be isolated and treated as a full definition of the classification.

Manager Responsibility

Bureau managers and supervisors are responsible for ensuring employees' positions are properly classified. Except as permitted for overfill/underfill and [Working out of Classification](#), employees will not be allowed to work in a classification other than that of their individual position's classification. Exception: regular employees accepting a limited term position may work in a different classification.

Request for Reclassification

If the duties of an existing position change permanently and sufficiently so that the current classification is no longer appropriate, a request for a classification review shall be submitted to the Director of Human Resources or designee.

To request a classification review, a [Classification Request Form](#) must be submitted to the Bureau of Human Resources including all requested supporting documentation required for the Director of Human Resources or designee, to make a decision regarding position allocation.

A request for a classification review made by supervisors and/or management may request reclassification of the position only or the position and the incumbent. Incumbents may request a classification review of their position only. A request for review of the same position or group of positions or classification series may be submitted only once in a twelve-month period. The Director of Human Resources may initiate a classification review at any time.

The Director of Human Resources or designee shall act on a request for reclassification without unnecessary or undue delay and shall give notice to management and the affected employee(s) of the final classification disposition.

Effective Date of Reclassification

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.

Reclassification and Probationary Period

An employee promoted to a new classification via a reclassification request shall not serve a probationary period in accordance with the [Administrative Rule on Probation](#), unless required by a collective bargaining agreement.

**Effect of Classification
Actions Upon Incumbents**

An employee occupying a position which has been reclassified may be granted status in the new classification under the following conditions:

1. If Bureau management requests the employee be granted status in the new classification as part of the reclassification process; and
 2. If the employee meets the minimum qualifications of the position, including possession of any required licenses or certifications.
-

**Salary and Reclassification
of Incumbents**

If a reclassification is to a classification which has a lower maximum salary, the incumbent may, with the approval of the Director of Human Resources:

1. be transferred to a vacant position having the same classification as that in which the employee holds status; or
2. be granted status in the lower classification without further examination and with no loss of pay provided that the incumbent's current compensation is within the compensation range of the lower classification, so long as the pay rate is consistent with the City's Pay Equity Policy.

If the incumbent's compensation is higher than the maximum allowed for the lower class, the incumbent's salary shall be at the highest maximum rate for the lower classification and the incumbent shall be placed on a recall list for the former classification. Alternatively, if the reduction in pay is less than twenty-five percent (25%) and the position at issue is determined critical by the director of the bureau, the Director of Human Resources may approve red-circling the incumbent's rate of pay at a level higher than the compensation range of the lower classification as in the best interests of the City. Employees whose pay is red-circled are not eligible for pay increases, including cost of living increases, until their pay rate is within the pay grade of their assigned classification. See the [Administrative Rule 8.04 on Compensation](#). If red-circling is approved, the employee shall not be placed on a recall list for the former classification.

Employees in positions reclassified to a classification with a higher pay range shall be brought up to the minimum of the range if they are currently being paid below the minimum. If an employee is being paid within the reclassified range, their pay may be adjusted not to exceed the maximum of the new salary range. See [the Administrative Rule 7.02 on Promotions](#).

Employees in positions reclassified to a classification within the same pay range shall be paid in accordance with the transfer policy. See the [Administrative Rule 8.04 on Compensation](#).

**Requests for
Reconsideration**

Any employee adversely affected by a change in classification, or whose request for reclassification was denied and disagrees with the classification determination, may file a request for reconsideration with the Director of Human Resources.

A request for reconsideration must be filed in writing within thirty (30) calendar days of the date of the written notice of the classification action and must specify the reasons for the request and the relief being sought.

The Director of Human Resources or designee shall acknowledge the request for reconsideration within fourteen (14) calendar days of receipt of the request.

**Appeal of Classification
Actions**

An employee whose request for reconsideration is denied by the Director of Human Resources may have that decision reviewed by the Civil Service Board. See the [Administrative Rule 3.15 on Civil Service Board](#).

**Authorization for
Classification Actions**

Classification actions must have the specific approval of City Council when the classification action results in the creation of a new classification or a change in the compensation of the classification in the following circumstances:

1. where the reallocation of a position or positions from one classification to another involves a programmatic change in the work function of the bureau or work unit; or
2. when the fiscal impact of the action requires the additional appropriation of funds.

The Director of Human Resources may approve all other classification actions without Council approval.

**Administrative Rule
History**

Adopted by Council March 6, 2002, Ordinance No. 176302
Effective April 5, 2002
Revised October 15, 2002
Revised July 1, 2004
Revised September 16, 2005
Revised July 9, 2007
Revised April 17, 2009
Revised April 25, 2016
Revised February 15, 2018
Revised February 13, 2019

EMPLOYEE MESSAGING

[In The News](#)
[UO to buy Concordia](#)
[Discrimination over disability](#)
[Summer learning programs](#)

POLITICS

New Pay Equity Law Throws City Of Portland Into Confusion



By **Ericka Cruz Guevarra** (OPB) and **Amelia Templeton** (OPB)

Portland, Ore. Jan. 4, 2019 12:32 p.m.

Earlier this week, the Portland Bureau of Human Resources sent emails to city employees detailing how a new state pay equity law would affect them. The law went into effect Jan. 1.

The bureau notified 518 city employees they would see a change in pay as a result of the [Oregon Equal Pay Act of 2017](#), while another 869 were told they would not.

But 1,219 city employees — including Portland Police Chief Danielle Outlaw and now-resigned Fire and Rescue Chief Mike Myers — were also told in an email that they were being “red circled.”

That means they would, at least temporarily, not receive pay raises based on merit or even cost of living increases while the city attorney and human resources directors work with the City Council on how to remain compliant with the law. Employees whose rate of pay was found to be above “justified salary” — determined by comparing factors like seniority, experience, education and merit — were red-circled.



The Portland Police Bureau introduces Daniele Outlaw as its new chief Thursday, Aug. 10, 2017.

Kaylee Domzalski / OPB

The city's human resources department stresses the pay freeze is just a temporary measure.

"We wanted to freeze every person that was impacted by the analysis and changes of compensation as a result of the pay equity legislation," said Serilda Summers-McGee, chief human resources officer for Portland. "We didn't want any additional adjustments in compensation to occur, until we speak with Council about remaining in compliance."

The Bureau of Human Resources is in Mayor Ted Wheeler's management portfolio. Wheeler's communications director referred questions to the human resources department on Thursday and hadn't responded to follow up questions as of Friday afternoon.

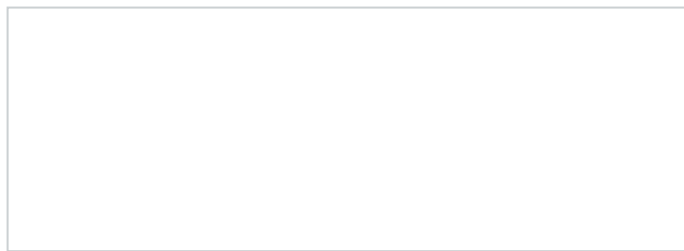
The emails bewildered some city employees, who were surprised by abrupt communications regarding changes in pay as a result of the law, and city leaders

STREAMING NOW

Emails sent to city employees explaining the new law and how it would affect employees' pay raised questions about how prepared the state and employers — including Oregon's most populous city — were in implementing the law.

"We understand that it would have been better to have more time and provide you with more information before the pay equity decision emails were sent out," read an email sent to city staff this week explaining earlier communications regarding pay changes.

"BHR staff were literally working up to the last minute to implement the changes before midnight, December 31st," the email said. "That said, you told us you wanted more transparency, more consistency, and more proactive approaches to the services we provide. We know this multi-bureau process did not meet those expectations."



The problem at the city of Portland occurred in part because of how long it took state regulators to come up with rules for employers regarding compliance with the law, which the governor signed in June 2017, according to Marshall Runkel, chief of staff to Commissioner Chloe Eudaly.



Portland City Hall

Kathryn Boyd-Batstone / OPB

State regulators didn't issue the administrative order and rules for the law until Nov. 19, 2018. Those rules outlined implementation of the law and included definitions, work of comparable character, exceptions and posting notices.

In December, the Portland Tribune reported on [a meeting](#) in which legislators grilled regulators with the state Bureau of Labor and Industries for dragging their feet on finalizing rules for the new law.

As a result, 15 heads of city bureaus and offices will have their pay "red circled." That means more than half of all top city managers — nearly 70 percent — were told in an email that they were no longer eligible for pay or cost of living increases while the city determines how it will keep in compliance with the law. Myers, the former head of the Fire Bureau, [resigned](#) the same week the emails were sent to staff.

"I think it would be hard to overstate how big a problem it is for morale," Runkel said.

STREAMING NOW

with our workforce on this issue, and we need to correct.”

Runkel and other chiefs of staff are working to solve the communications breakdown ahead of a planned meeting on the issue among city commissioners next week. While Runkel thinks the goal of the equal pay law is laudable, he says it was poorly executed by state and city leaders.

“That’s not the ideal way for an employer to communicate with employees,” Runkel said, adding the city email lacked context and explanation.

For its part, BOLI said it was never directed or given the resources to communicate with employers on a mass scale about the new law.

“So what we have done is get ourselves ready to do enforcement through our civil rights division because under this law, employees can go to BOLI with a complaint,” said Christine Lewis, legislative and communications director with BOLI.

“The only thing that the Legislature directed us to do was to make a poster, and help with the required posting.”

Lewis added that BOLI is not responsible for mass enforcement or spot checking; she said adding the law had only created a “complaint-driven process.”

Leila Wall, a training and development specialist with the technical assistance for employers program at BOLI, said her team has been conducting seminars with hundreds of employers since mid-2018.

This story may be updated.

Milligan, Anne

From: Hello Class Comp
Sent: Monday, May 17, 2021 2:31 PM
Subject: Employee Pay Equity Study Introduction & Survey Information
Importance: High



USC Race and
Equity Center

*****This message is being sent to all non-represented employees. *****

Dear Colleagues,

Welcome to the City of Portland's 2021 Pay Equity Study. On June 1, 2017, Governor Brown signed into law [House Bill 2005 "the Pay Equity Bill"](#) expanding pay equity protections for Oregonians. This law created new requirements for Oregon employers. The new protections require Oregon employers to pay employees equitably, when doing comparable work with similar qualifications.

The City of Portland is partnering with the University of Southern California (USC) Race and Equity Center to collect data from all non-represented employees at the City of Portland for a pay equity analysis. With the results from the pay equity analysis, the City can identify and better understand any pay equity gaps among employees.

The City of Portland will soon administer the Employee Pay Equity Survey, a survey that will ask questions about your education, training, and work experience prior to your current role at the City of Portland.

On May 19th, check your employee email for a message from naccc@usc.edu with your unique survey link to complete the Survey. The survey will take about 10 minutes to complete. Your participation and timely completion of the survey is greatly appreciated!

If you have questions about this project, you may contact the City's Classification and Compensation Team at Helloclasscomp@portlandoregon.gov. If you have technical questions or issues with the survey, email naccc@usc.edu.

The Bureau of Human Resources (BHR) is committed to a pay philosophy for the City that is transparent, equitable, and includes your input. We are grateful for your support and will provide regular updates about this year's Pay Equity Study via email communications and in the BHR Bulletin. Stay tuned for more details.

In partnership,
Tracy

Tracy Warren

Classification & Compensation Manager

City of Portland, OMF Bureau of Human Resources

Tracy.Warren@portlandoregon.gov



City of Portland Core Values:

Anti-racism | Equity | Transparency | Communication | Fiscal Responsibility

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BHR BULLETIN

Tuesday, July 27, 2021

A weekly update from the Bureau of Human Resources.

Included in this issue:

- [Bike Break: New routines and rolling with the changes](#) *(New)*
- [Pay Equity](#) *(Last Day for Survey)*
- [July 15, Merit Distribution](#)
- [SuccessFactors – GO LIVE!](#)
- [Benefits](#) *(New)*
- [COVID-19](#) *(New)*
- [Work Share](#)
- [Vacation Carryover/Vacation Over Maximum](#)
- [Black Space](#)
- [Racial Equity Support Line](#)
- [Recruiting](#)
- [Procurement Trainings](#)
- [Training](#) *(New)*

Pay Equity

We've begun the City's 2021 Pay Equity Study! The City of Portland is partnering with the University of Southern California (USC) Race and Equity Center to conduct this year's pay equity study. The study will include a pay equity analysis allowing the City to make sure we are following the law established by House Bill 2005, ["The Pay Equity Bill"](#).

Important Update

- **(Last Day)** Survey deadline has been extended to **5 p.m., Tuesday, July 27, 2021.**
- If you did not complete the survey, please send an email to naccc@usc.edu to receive a new link prior to the deadline.
- Anyone who has not completed the survey will receive an email with instructions to send an email to naccc@usc.edu for a new link.
- 75.98% employees completed the survey, let's get to 100%!
- We've added a [Pay Equity Study FAQ](#) to our website.

BHR is committed to a pay philosophy for the City that is transparent, equitable, and responsive to employee input. We are grateful for your support and will continue to provide regular updates about this year's Pay Equity Study. Stay tuned!



Pay Equity Study FAQ

Updated May 27, 2021

1. What is the Pay Equity Study?

On June 1, 2017, Governor Brown signed into law House Bill 2005 “the Pay Equity Bill”

(<https://olis.leg.state.or.us/liz/2017R1/Downloads/MeasureDocument/HB2005>) expanding pay equity protections for Oregonians. This law created new requirements for Oregon employers under the Oregon Equal Pay Act. The new protections require Oregon employers to pay employees equitably, when doing comparable work with similar qualifications.

The City last conducted a pay equity analysis in 2018 and adjusted employees’ pay to comply with the law that took effect on January 1, 2019. The City must conduct a pay equity analysis every three years to ensure continued compliance with the law. This means we must complete another pay equity analysis by December 31, 2021.

The Pay Equity Study seeks to gather information, analyze pay, report on our findings, and make recommendations regarding equitable pay in accordance with the law.

In addition to compliance, the City is committed to upholding and modeling the core values of equity, transparency, communication, collaboration, and fiscal responsibility. The approach utilized to conduct this study strives to center the City’s core values and your experience as a member of the workforce.

2. How often will the City conduct Pay Equity Studies?

The City conducts, at a minimum, a Pay Equity Study every three (3) years to spot check our daily and ongoing compliance measures with Oregon’s Equal Pay Act. The last study was conducted in 2018 and changes were implemented on January 1, 2019.

The cycle of a 3-year analysis provides the opportunity to improve and further advance our core values. A survey will be launched upon completion of this years’ analysis providing the opportunity to learn

3. What is the Oregon Equal Pay Act?

The expansion of the Oregon Equal Pay Act in 2017 makes it unlawful for any Oregon employer:

- To discriminate between employees, in wages and other compensation for “work of comparable character,” based on protected class; or
- To seek or use the salary history of a job applicant (other than a current employee) before an employment and salary offer has been made; or
- To screen applicants based on current or past compensation; or
- To determine compensation for a position based on current or past compensation of a prospective employee (not applicable to current employees).

4. What is a pay equity analysis?

A pay equity analysis is an evaluation process to assess and correct wage disparities among employees performing work of a comparable character. Only employees performing comparable work will be compared against one another in the pay equity analysis.

Employees with similar qualifications (e.g., experience, education) relevant and necessary for the position held who do work of comparable character should be compensated similarly. Qualifications that are not relevant or necessary for the position held are not part of the pay equity analysis (e.g., an advanced degree in another field unrelated to the position currently held; years of experience in an unrelated job).

5. What is work of comparable character?

Work of comparable character are jobs that require substantially similar knowledge, skill, effort, responsibility, and working conditions in the performance of assigned duties.

6. How does the City determine who is performing work of comparable character?

The City will use the employees' assigned job classification, job family, and job sub-family to determine which employees are performing comparable work.

For more information about job families and sub-families, please visit our FAQ. (<http://www.portlandoregon.gov/bhr/81506>)

7. Are there any scenarios where some employees performing work of comparable character could be compensated differently than others?

Yes. Employees performing work of comparable character may be compensated at different levels if the differences are based entirely on one or more "bona fide factors" that are specifically provided for in the law.

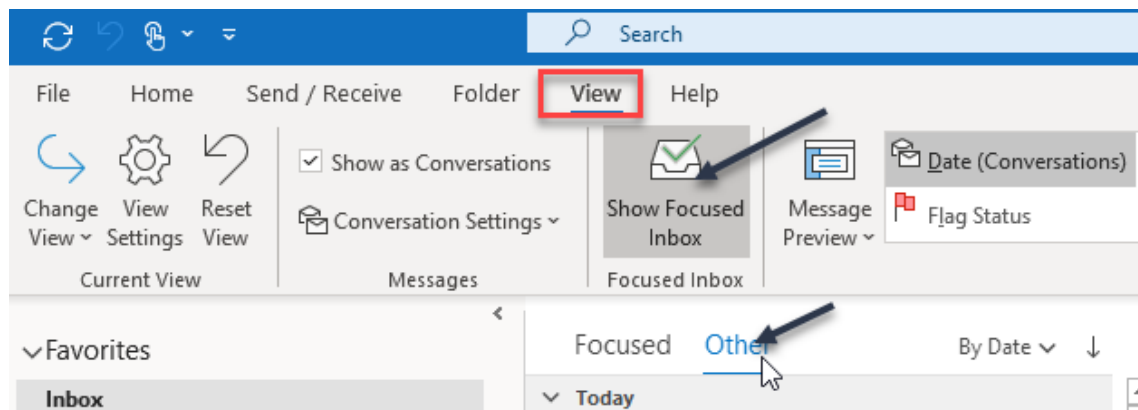
8. What are the bona fide factors provided for in the law?

The bona fide factors that permit employees performing work of comparable character to be paid differently are a seniority system, a merit system, a system that measures earning by quantity or quality of production (such as piece-rate), workplace location, travel (if regular and necessary for employment - this does not include commuting to work), education, training, and/or experience.

The entire compensation difference must be based on one or more of these factors. It is the City's sole discretion to choose what bona fide factors to use, or not use, in conducting the pay equity analysis and determining pay equity between employees performing work of comparable character.

9. I received an email from Tracy Warren in Class & Comp saying I'd receive an Employee Pay Equity Survey, and I did not receive it. How do I get a copy?

Some users (not all) have the 'show focused inbox' selected. With this selected the email you referenced will probably show up in the 'other' folder.



If you check the "Other" inbox folder and do not see the survey, please send an email to naccc@usc.edu (<http://www.portlandoregon.gov/mailto:naccc@usc.edu>) to request an individualized link to the Employee Pay Equity Survey be provided.

10. Is the email titled "Employee Pay Equity Survey" legitimate (i.e., not spam)?

Yes. This email is being sent on behalf of the City of Portland by the USC Race & Equity Center. The sender email address is "National Assessment Collegiate Campus Climate" at naccc@usc.edu (<http://www.portlandoregon.gov/mailto:naccc@usc.edu>).

11. What information is the City using to evaluate equitable pay under the law?

We are using your self-reported non-City employment work history and education gathered via employee survey, your City work history gathered from SAP (the City's human resources information system), and the comparable work characteristics from your assigned job classification, job family, and job sub-family (see above).

12. Why does the Pay Equity Survey ask for only my work history from outside of the City?

Because the City already has your complete City work history including positions held, dates of employment, and your past hourly/salary rates in a database. SAP (the City's human resources information system) contains your work history for the positions you've held at the City. We will supplement the information you provide in the pre-City employment/demographics survey with information from SAP to have a full picture of your experience.

13. Should I include volunteer experience in my survey response?

Yes. Volunteer experience that is equivalent to your current role at the City will be included in the evaluation. You can add this information in the survey in the job history section.

14. Why doesn't the Pay Equity Survey let me enter training, certificates, and licensure?

While job related certificates, licensures, and trainings are valuable and important for continuing your professional growth and may provide a competitive edge in recruitment, hiring, and merit increases, it is not used in salary calculations.

The many varied certificates, licensures, and trainings employees may have obtained are not easily measured and are hard to quantify into a dollar amount that is consistent and equitable. The law requires that any system used to justify a compensation difference must be consistent and verifiable. Because there is no consistent and verifiable way to quantify the value of additional trainings, certificates, and licensures, the City does not consider them in the pay equity study or in setting initial pay at the City.

15. What if I made a mistake or want to add more information to my survey after I submitted?

To reopen the survey, you can send an email to USC Race & Equity Center at naccc@usc.edu (<http://www.portlandoregon.gov/mailto:naccc@usc.edu>). A project team member will reopen the survey, allowing you to correct or add information to the survey.

16. How long do I have to complete the survey?

All survey response must be submitted by July 14, 2021 for the response to be included in the study.

17. Is the Pay Equity Survey mandatory?

No. It is not mandatory but strongly encouraged to ensure we have a full picture of your education and work experience.

18. What happens if I do not complete the Pay Equity Survey?

If you do not submit a survey, the City can only conduct a pay equity analysis using the data already available in SAP, i.e., your City work history. The risk is that we may not have a full understanding of your education and work experience.

19. Will I receive a pay cut because of the Pay Equity Study?

No. The Oregon Equal Pay Act does not allow for pay to be reduced to meet compliance with the law.

20. What if my pay is above other employees who perform work of comparable character and there is not a bona fide factor that justifies the pay difference?

The law provides two main options:

- Adjust the pay of the lower paid employee's salary upward to a rate that meets compliance, OR
- Redline /freeze pay of the higher paid employees until the pay of lower paid employee's pay reaches compliance with pay equity.

The City has not determined what approach will be followed for the Pay Equity Study. This decision will be in collaboration with City Council and Leadership.

21. Will I know if my pay has been redlined? Will I know how long my pay will be frozen for?

If your pay is redlined or frozen, you will receive written notice, most likely by email to your City email address. At this time, no decisions have been made as to whether anyone's pay will be frozen or not, or for how long. Until the Pay Equity Study has concluded and specific pay inequities have been identified, quantified, and brought to City leadership for decision making, it is not possible to know what course of action the City will take. This FAQ will be updated as additional information becomes available.

22. How will pay increases for lower paid employees be made?

If the City decides to increase the pay of lower paid employees to meet compliance, you will receive written notice, most likely by email to your City email address. At this time, no decisions have been made as whether anyone's pay will be increased. Until the Pay Equity Study

has concluded and specific pay inequities have been identified, quantified, and brought to City leadership for decision making, it is not possible to know what course of action the City will take.

23. Why is the City partnering with the University of Southern California (USC) Race and Equity Center?

The USC Race & Equity Center is a research and advisory group specializing in conducting pay equity studies and other equity, diversity, and inclusion-focused work. USC Race & Equity Center helps employers across varying industries and sectors conduct proactive and self-driven pay equity audits to determine whether any pay disparities exist within their organization. The Center's expertise in analyzing qualitative data better positions the City to look beyond the numbers to identify root causes contributing to avoidable pay gaps, to the extent that pay gaps have arisen since the City's last pay equity study.

24. Why is the City collecting information about my protected characteristics?

Oregon's Pay Equity law states, every worker must receive equitable pay for comparable work regardless of gender, race, age, or other protected characteristics. The City will use this information to evaluate our pay practices in relation to the identified protected characteristics.

Incomplete data could create challenges in ensuring all employees are paid equitably regardless of gender, race, age, or other protected characteristics. The submission of your demographic information is voluntary and is not used to make pay decisions.

25. Why is the City asking for experience information again when I provided it in 2018?

In 2018, the City conducted an initial pay equity study which included a short survey to employees. No system was in place in 2018 when the data was collected to preserve that information long term. Additionally, some employees indicated that they did not understand the purpose that the data was being collected for, and that as a result, they only gave partial information rather than the complete picture the City requested. To ensure a higher quality and confidence in the data used, employees need to complete a new survey self-reporting their education and pre-City work experience.

26. Is there a way to save the survey information to be used in the next study?

Yes. The City has worked with BTS to create more fields in SAP (the City's human resources information system) to maintain data regarding an employee's education and work experience from outside the City. This will help us to save information for future use.

Milligan, Anne

From: Tracy Warren, Classification & Compensation Manager <naccc@usc.edu>
Sent: Wednesday, May 19, 2021 2:21 PM
To: Milligan, Anne
Subject: Employee Pay Equity Survey

Dear Anne Milligan,

The City of Portland is committed to pay equity and is partnering with the University of Southern California (USC) Race and Equity Center to administer the Employee Pay Equity Survey. The data from the survey will be used for a pay equity analysis, which is mandated by the State under House Bill 2005 (<https://olis.leg.state.or.us/liz/2017R1/Downloads/MeasureDocument/HB2005>). With the results from the pay equity analysis, the City can identify and better understand any pay equity gaps among the employees.

The survey will take about 10 minutes to complete. Your participation and timely completion of the survey is greatly appreciated!

You may enter the survey from [here](#)

If the above link is not clickable, try copying and pasting https://usc.qualtrics.com/jfe/form/SV_2t3KdbGq0cpj422?Q_DL=xaMaJfeJZNEm7DX_2t3KdbGq0cpj422_MLRP_em5FXOVmywen5u6&Q_CHL=email into the address bar of your web browser.

If you have questions about this project, you may contact the City's Classification and Compensation Team at Helloclasscomp@portlandoregon.gov. If you have technical questions or issues with the survey, email naccc@usc.edu.

Thank you so much for your consideration and support for equitable pay at the City of Portland.

Tracy Warren
Classification & Compensation Manager
City of Portland

Follow the link to opt out of future emails:
[Click here to unsubscribe](#)

Milligan, Anne

From: Tracy Warren, Classification & Compensation Manager <noreply@qemailserver.com>
Sent: Thursday, May 20, 2021 4:09 PM
To: Milligan, Anne
Subject: Thank You for Taking the Employee Pay Equity Survey

Dear Anne,

Thank you for completing the Employee Pay Equity Survey for the City of Portland. We sincerely appreciate your time and participation by completing the survey.

If you have questions about this project, you may contact the City's Classification and Compensation Team at Helloclasscomp@portlandoregon.gov.

Thank you so much for your consideration and support for equitable pay at the City of Portland.

Tracy Warren
Classification & Compensation Manager
City of Portland



Milligan, Anne

From: Wynia-Eide, Nicolle
Sent: Wednesday, January 2, 2019 3:46 PM
To: Milligan, Anne
Subject: Important Information - Oregon Pay Equity Law Communication

Dear Anne Milligan,

Effective December 31, 2018, there will be NO adjustment to your pay. Any adjustments are the result of the Pay Equity Study the City conducted to ensure compliance with the Oregon Pay Equity law and is based in part on the information you provided in response to the Pay Equity Survey from BHR this past October.

Your pay will not change.

In making these decisions, the City is relying on the accuracy of the information you provided. The City reserves the right to adjust your pay if it is later determined information you provided was inaccurate.

We understand you will have questions regarding this process. We will communicate again soon. Please contact BHR if you have any immediate questions or concerns about this change.

Sincerely,

Nicolle Wynia-Eide

Nicolle Wynia-Eide, CCP

Classification and Compensation Coordinator

Ph: 503.823.3516 | Fax: 503.823.4156



Confidentiality Notification: Information in and/or accompanying this email is the property of the City of Portland Bureau of Human Resources, intended for the use of the person to whom it is addressed, and may be confidential or privileged in nature. Disclosure, copying, distribution or the taking of any action in reliance on confidential or privileged information without the knowledge and express consent of the original sender is prohibited. If you are not the intended recipient, please notify the original sender that you received this email in error, and then delete the e-mail and any/all related attachments. Thank you for your cooperation.

Milligan, Anne

From: Hello Class Comp
Sent: Thursday, December 30, 2021 3:31 PM
Subject: 2021 Pay Equity Study Results

Greetings,

We have completed the citywide 2021 Pay Equity Study for non-represented employees. This email is to notify you of the Pay Equity Study results, give you information about the study, and outline the opportunity for reevaluation.

Findings Related to Your Pay

Your pay was determined to meet the equitable salary standard within your job classification, and you will not receive a pay adjustment. Your salary will continue to grow within the salary range by the typical cost of living and merit increases.

About the Study

The City of Portland completes a pay equity analysis every three (3) years to measure our compliance with the Oregon Equal Pay Act. This year's study began by partnering with the City Attorney's Office to provide Pay Equity 101 training for all non-represented employees.

We then consulted the USC Race & Equity Center that specializes in assisting large and complex organizations in conducting pay equity studies. With USC's assistance, we surveyed non-represented employees, giving a new opportunity for city employees to describe their work experience from outside the City.

We worked with BTS to develop system enhancements that allow us to retain the experience data provided by employees. No more repetitive surveys to gather previously provided information.

We obtained and evaluated survey responses from city employees; we also acquired a software service that enables the City to use statistical modeling to predict employee pay. The model predicts appropriate salary with a formula that uses total years of experience + time at the City in a particular classification. For example, an employee with ten years of work experience should be paid more than an individual with five years doing similar work. Our software analyzed survey responses to model and "predict" the correct salary. We identified statistical outliers for correction. To make sure the models worked correctly, we did a manual review of the statistical results.

1,730 non-represented employees participated in the Pay Equity Study. Of these, we determined 37 to be below the standard for their predicted pay. Those employees will receive a pay adjustment effective January 1, 2022.

Questions & Re-evaluation Requests

We have a [Pay Equity Study FAQ](#) page that addresses fundamental questions regarding the Oregon Equal Pay Act and this year's Pay Equity Study.

To request another evaluation of this year's study findings for your specific pay, you may submit a [Request for Reevaluation](#) by submitting the linked smartsheet form. Employees must submit all requests **by February 28, 2022**. We will review all requests starting March 1, 2022.

If the FAQ's do not answer your questions about the Pay Equity Study, please send those to the HelloClassComp@portlandoregon.gov inbox.

We thank you for your participation in this year's study and appreciate your hard work and dedication towards helping the City meet our mission.

Respectfully,
Tracy

Tracy Warren

Classification & Compensation + Pay Equity Manager

City of Portland, OMF Bureau of Human Resources

Tracy.Warren@portlandoregon.gov



City of Portland Core Values:

Anti-racism | Equity | Transparency | Communication | Fiscal Responsibility

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ALLOWING APPEALS

Pay Equity Study Re-Evaluation Request

Complete this form to request a re-evaluation of your individual 2021 Pay Equity Study findings.
Your resume is required with your submission.

****PLEASE NOTE:****

We are not allowing requests for re-evaluation of the entire study. Your request must be based on the results for your individual pay. This form is also to be completed by the employee and does NOT need to be approved by a manager prior to submission.

First Name: *

Last Name: *

COP Email Address *

Enter your full work email address.

Preferred First Name: *

Pronouns (optional)

Select any that apply. Select "Other" to add your own term(s).

Personnel number *

Please provide your personnel number. This can be found on your pay stub or can be provided by your bureau's timekeeping and personnel staff.

Job Classification: *

Please select your job classification.

Bureau: *

Reason for Request: *

Choose the reason that most closely fits from the drop-down menu below.
Please choose the option that is the closest fit for your situation. You have the opportunity to provide more details in the next field.

Select ▼

Further Details: *

Please expand on the reason you are requesting re-evaluation.

Please Attach Your Resume: *

Attach a copy of your current resume. Forms submitted without a current resume will be considered incomplete and will not be reviewed.

Drag and drop files here or [browse files](#)

I do hereby attest that this information is true, accurate and complete to the best of my knowledge. I understand that any falsification, omission, or concealment of material fact will subject me to investigation, and may subject me to a denial of my request for re-evaluation and/or discipline up to and including termination of employment.

☐ **Please check here ***

☐ Send me a copy of my responses

Submit

PUBLIC RECORDS REQUESTS



ROD UNDERHILL, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • 503 988-3162 • FAX 503 988-3643
www.mcda.us

February 21, 2019

Aubrey Perry
aubrey.perry@gmail.com [by email only]

Heidi Brown
Senior Deputy City Attorney
1221 S.W. Fourth Avenue, Suite 430
Portland, Oregon 97204

Re: Petition of Aubrey Perry seeking information relating to the City of Portland's pay equity study

Dear Ms. Perry and Ms. Brown:

In her public records petition, dated February 10, 2019, petitioner Aubrey Perry asks this office to order the City of Portland to disclose:

1. Final Pay Equity Study Report
2. The statistical records, including any and all formulas, methodologies, and de-identified data used to generate the final report of the study.

On January 1, 2019 certain amendments to Oregon's Equal Pay Act became operative. One of these provisions was intended to ensure that members of different protected classes were not compensated differently for equivalent work. The new amendments substantially expanded the protected classes from what had previously just been sex, to add ten additional classes including race, marital status, veteran status, among others. As a result, the city asserts, it is safest to assume that, now, any two individuals performing comparable work will be in at least one differing class.

An Oregonian article on the new amendments summarized their effect as follows: "Oregon's far-reaching new pay equity law [...] open[s] the door to a raft of pay increases for employees or a clutch of complaints — and potential lawsuits — against employers."¹ The law does, however, describe one way that an employer can avoid compensatory and punitive damages in litigation under this law: it can perform an equal pay analysis every three years and make reasonable and substantial progress to reduce any inequities the analysis reveals. ORS 652.235.

¹ "Oregon's new pay equity law raises prospects, worries." Oregonian/OregonLive.com (Dec. 23, 2018) (<https://www.oregonlive.com/politics/2018/12/oregons-new-pay-equity-law-raises-prospects-worries.html>)

Ahead of the January 1, 2019 effective date, the Portland city attorney's office commissioned a statistician to perform pay equity study in order to be prepared to avail itself of the safe harbor provision in the expected event that it was sued for pay disparities. As a result, the city asserts that the pay equity study and any data and methodology are exempt as records prepared in anticipation of litigation (ORS 192.345(1)) and under the attorney work product doctrine (ORS 192.355(9) / 40.225).

Because we agree with the city that this study was prepared in anticipation of litigation, we do not reach its alternative assertion of attorney-client privilege.

DISCUSSION

A. Litigation Records – ORS 192.345(1)

ORS 192.345(1) exempts from disclosure,

Records of a public body pertaining to litigation to which the public body is a party if the complaint has been filed, or if the complaint has not been filed, if the public body shows that such litigation is reasonably likely to occur.

The application of this section is not a particularly close call. ORS 652.235 sets out a precise road map for any public or private employer to follow in order to shield itself in pay equity litigation. The documents at issue here are the City of Portland's effort to follow that map. That no lawsuits have been filed in the seven weeks since the law took effect does remove the protections of this section. Based on the media coverage of this law as well as the representations of the city attorney's office we are convinced that pay equity litigation is "reasonably likely to occur."

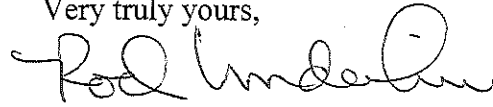
ORS 192.345(1) creates a conditional exemption, however petitioner has not made a compelling case that the public interest in this case nonetheless requires a different result. The salary of any particular City of Portland employee is a public record that is routinely disclosed. The city has also published a list of individuals whose pay was increased as a result of the findings of the pay equity study and the amount by which it was increased. This serves to adequately inform the public as to the previous disparities in pay in its local government, and the efforts undertaken to fix them, without simultaneously disclosing the technical minutia of its process such that a potential litigant could pick apart its method and determine if the city were vulnerable to enhanced damages or penalties.

As the Attorney General has stated "[t]he purpose of this exemption is to place governmental bodies, as parties or potential parties to litigation, on an even footing with private parties." PUBLIC RECORDS AND MEETINGS MANUAL (2014) at 37. The Equal Pay Act applies to both private and public bodies in Oregon and it follows that it would unfairly disadvantage a public employer were the nuances of its attempt to prospectively avail itself of a safe harbor provision known in advance of litigation.

ORDER

Accordingly, the petition is denied.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rod Underhill". The signature is fluid and cursive, with a large loop at the end.

ROD UNDERHILL
District Attorney
Multnomah County, Oregon

19-5

View File(s)

View File(s)

View Message(s)

View Message(s)

Request Type: City Public Records Request
Contact E-Mail: aubrey.perry@gmail.com
Reference No: C087661-010319
Status: Request Fulfilled
Balance Due: \$0.00
Payments: \$0.00

UPLOAD DATE

Files:

02/15/2019	Pay Equity Media Document.pdf
01/18/2019	Pay Equity Council Session Update.pdf
01/18/2019	Pay Equity Frequently Asked Questions.pdf
01/18/2019	Pay Equity Context and Next Steps.pdf
01/18/2019	Letter to Non-Represented City Employees on Pay Equity.pdf

Type of record(s) requested or applicable bureau/office:

Human Resources Records (Salary and Personnel)

Describe the Record(s) Requested or Provide Additional Information:

Records related to the recently completed Pay Equity Survey, including: - The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included. - The percentage

of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment - The name and affiliation of the external statistician used to perform the pay equity analysis. - The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates.

For Immigration Purposes:

B) I certify that I AM NOT making this request for the purpose of enforcement of federal immigration laws.

If you are requesting records about yourself for your own immigration application, select Option B.

Preferred Method to Receive Records:

Electronically

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.

Matter Is Related to Litigation or a Tort Claim With the City of Portland:

I don't know

Tort Case Name and/or Claim Number:

Fee Waiver or Reduction Requested:

Yes

Please be advised that you are responsible for the costs “reasonably calculated to reimburse the public body for the public’s actual cost of making the public records available” pursuant to ORS 192.324. You may view the City of Portland Fee schedule by [clicking here](#).

If the estimated costs involved in fulfilling your request exceed \$25, the City will advise you of those costs and require your approval before beginning work. If the fee estimate exceeds \$25, a 50% deposit will be required to begin work. Full payment of the total amount of costs incurred is required before the public records may be inspected or copies released.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the cost of fulfilling this Public Records Request according to the conditions set forth above. These costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, certifying records, and mailing records. Costs include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure. I agree to pay a maximum of \$25 without further approval.

Fees Acknowledgement:

I Understand

[Refund Policy](#)

New Message

New Message

Cancel

Cancel

Messages [Print Messages \(PDF\)](#)

On 2/15/2019 1:25:53 PM, Portland Public Records Request Center wrote:

C087661-010319 - City Public Records Request

Message History (11)

✉ On 2/15/2019 1:25:53 PM, Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.**
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment**
- The name and affiliation of the external statistician used to perform the pay equity analysis.**
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

We discovered that a document that was released to the media was not provided to you. This document was created by BHR for the media and is a compilation of other documents. While the document does not contain the final pay equity study, there may be some information that is responsive to your request about methodology, and therefore we wanted to provide it to you.

The requested records are available online at the Portland Public Records Request Center by going to "My Public Records Request Center," "View My Requests" and clicking the button "View Files."

Sincerely,

NATASHA EBERTH
Assistant to the HR Director
503-823-4159

If you are having technical difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prrhelp@portlandoregon.gov

✉ On 2/1/2019 10:57:01 AM, Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.**
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment**
- The name and affiliation of the external statistician used to perform the pay equity analysis.**
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

The public records requested are exempt from disclosure and will not be provided. The City asserts the following exemptions to disclosure:

ORS 192.355(9)(a) incorporating ORS 40.425 (OEC 503(2))

The City now considers your request fulfilled and it will be closed. Please note, messages sent on closed requests will not be monitored.

Ability to Appeal:

If you were denied the right to inspect or to receive a copy of any public record of the City of Portland you may seek review of the public body's determination pursuant to ORS 192.411, 192.415, 192.418, 192.422, 192.427 and 192.431.

NATASHA EBERTH
Assistant to the HR Director
503-823-4159

If you are having technical difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prrhelp@portlandoregon.gov

↩ On 1/18/2019 6:07:39 PM, Aubrey Perry wrote:

Hi Natasha,

Thank you for providing those emails.

In two different messages on Jan. 9, 2019, you acknowledged that I narrowed my request to: A) The Final Pay Equity Study Report B) The statistical records, including any and all formulas, methodologies, and de-identified data used to generate the final report of the study.

You then followed up with another email 4 minutes later that stated that the City was determined to be the custodian for at least some of the records. You also stated that the City was preparing an estimate of the time and fees it would take to provide the above records.

Could you please provide an update as to the progress of that estimate?

Thanks,

Aubrey

✉ On 1/18/2019 5:10:55 PM, Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.**
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment**
- The name and affiliation of the external statistician used to perform the pay equity analysis.**
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

City employees have been provided additional information as shown in the attachments in GovQA and employees are no longer red circled.

The attachments are available online at the Portland Public Records Request Center by going to "My Public Records Request Center," "View My Requests" and clicking the button "View Files."

Please note, if you have been provided with emails or text messages as a part of your request, they may have been converted to Greenwich Meant Time (GMT).

Sincerely,

NATASHA EBERTH
Assistant to the HR Director
503-823-4159

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✉ On 1/9/2019 2:46:56 PM, Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.**
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment**
- The name and affiliation of the external statistician used to perform the pay equity analysis.**
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

The City may be the custodian of at least some of the public records you have requested. The City is preparing an estimate of the time and fees for disclosure of the public records which will be provided by the City within a reasonable time.

Sincerely,

NATASHA EBERTH
Assistant to the HR Director
503-823-4159

If you are having **technical** difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prrhelp@portlandoregon.gov

✉ On 1/9/2019 2:42:08 PM, Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference# **C087661-010319**

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.**
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment**
- The name and affiliation of the external statistician used to perform the pay equity analysis.**
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

You agree to clarify your request to: A) The Final Pay Equity Study Report B) The statistical records, including any and all formulas, methodologies, and de-identified data used to generate the final report of the study.

The City is searching for applicable records and will respond shortly.

Sincerely,

NATASHA EBERTH
Assistant to the HR Director
503-823-4159

If you are having **technical** difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prhelp@portlandoregon.gov

← On 1/4/2019 12:18:47 PM, Aubrey Perry wrote:

Hello,

I would like to make an adjustment to my already existing request.

Pursuant to to the Bureau of Human Records Retention Schedule 7404-04 (found here: <https://www.portlandoregon.gov/archives/article/88810>) and OAR 166-200-0090(17), I would like to request the:

A) The Final Pay Equity Study Report

B) The statistical records, including any and all formulas, methodologies, and de-identified data used to generate the final report of the study.

To expedite this request, I am also willing to cancel my request for a fee waiver.

Thank you,

Aubrey Perry

← On 1/3/2019 12:16:03 PM, Aubrey Perry wrote:

TO: "Portland Public Records Request Center"[portlandor@mycusthelp.net]

Natasha,

Here are the answers to your questions.

1. The information will be used to highlight how the City makes determinations for salary, specifically the Analyst II classification. It will be used to confirm and/or criticize any analyses completed, leading to a confirmation or creation of better methodology that meets the State's Pay Equity law
2. Compensation rates have long been held to be of specific interest to the public as it can highlight good governance of public funds. Transparency of methodology will allow the public to either a) gain trust in the City's compensation procedures or b) improve the methodology by releasing it in the public domain, leading to a better overall product.
3. Information released will be posted on a public website specifically intended to share the information. It will also be shared freely with other interested community members.

I am willing to narrow the request if it would reduce the City's actual cost to provide a record that meet's the public interest.

Thanks,

Aubrey

On Thu, Jan 3, 2019, 11:57 AM Portland Public Records Request Center wrote:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment
- The name and affiliation of the external statistician used to perform the pay equity analysis.
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."

You have requested a fee waiver from the City of Portland for the fees associated with your public records request. Your request is complicated enough to require me to complete a cost estimate according to statute. I want to give you an opportunity to provide more information related to your waiver request while I prepare my estimate. Please provide the following information to help me evaluate your fee waiver request:

- 1) How do you or your organization intend to use the information? (Please answer regarding the specific information requested as opposed to speaking generally regarding information on the general topic requested);
- 2) How will the information benefit the wider public? (Please explain how this specific information assists the public given the information already provided to the public on this topic);
- 3) How do you or your organization intend to disseminate the information to the wider public?

Without responses to all 3 of these questions it may be difficult, or even impossible, to assess whether the requested disclosure is in the public interest because it will primarily benefit the public.

Please also bear in mind that the Bureau providing the records must weigh the public's interest in disclosure against the cost to the public of fulfilling the request without reimbursement. As part of that balancing of interests, the City may consider the volume of the records requested. Please discuss whether a more narrowly tailored, and thus less expensive, request could equally meet the public interest.

Sincerely,
NATASHA EBERTH Assistant to the HR Director

✉ On 1/3/2019 11:57:13 AM, Portland Public Records Request Center wrote:

Subject: [City of Portland Public Records Request] Fee Waiver Information Required :: C087661-010319

Body:

RE: City Public Records Request of January 03, 2019 Reference #C087661-010319

Dear Aubrey,

The City received a Public Records Request from you on January 03, 2019 for the following:

"Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation

adjustment

- **The name and affiliation of the external statistician used to perform the pay equity analysis.**
- **The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates."**

You have requested a fee waiver from the City of Portland for the fees associated with your public records request. Your request is complicated enough to require me to complete a cost estimate according to statute. I want to give you an opportunity to provide more information related to your waiver request while I prepare my estimate. Please provide the following information to help me evaluate your fee waiver request:

- 1) How do you or your organization intend to use the information? (Please answer regarding the specific information requested as opposed to speaking generally regarding information on the general topic requested);
- 2) How will the information benefit the wider public? (Please explain how this specific information assists the public given the information already provided to the public on this topic);
- 3) How do you or your organization intend to disseminate the information to the wider public?

Without responses to all 3 of these questions it may be difficult, or even impossible, to assess whether the requested disclosure is in the public interest because it will primarily benefit the public.

Please also bear in mind that the Bureau providing the records must weigh the public's interest in disclosure against the cost to the public of fulfilling the request without reimbursement. As part of that balancing of interests, the City may consider the volume of the records requested. Please discuss whether a more narrowly tailored, and thus less expensive, request could equally meet the public interest.

Sincerely,

NATASHA EBERTH
Assistant to the HR Director

✉ On 1/3/2019 11:52:56 AM, Portland Public Records Request Center wrote:

Dear Aubrey:

The City of Portland acknowledges receipt of your Public Records Request. Your request was received in this office on **January 03, 2019** and given the reference number **C087661-010319** for tracking purposes.

Record Requested: Records related to the recently completed Pay Equity Survey, including:

- The compensation scale for the Analyst II classification and the specific benchmarks of "bona fide" factors and how they contribute to the "justified salary" determination. The "weighting" or "power" each "bona fide" factor contributes to the "justified salary" distributions should also be included.
- The percentage of Analyst II employees that were red-circled, the percentage of Analyst II employees that received a pay increase, and the percentage of Analyst II employees that received no compensation adjustment
- The name and affiliation of the external statistician used to perform the pay equity analysis.
- The methodology (including specific equations) used by external statistician to determine the "justified salary" for each employee, including the comparable jurisdictions, corporations, and other private sector employers (if any) that were used to compare City compensation rates.

At this time, the City is uncertain whether it is the custodian of the requested record. The City will review your request to determine if it has responsive records. The City will then gather an estimate of the costs to provide copies of requested public records for which the City does not claim an exemption from disclosure. The City is permitted to charge its actual costs to provide records. Fees include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure.

You can monitor the progress of your request at the link below. Thank you for using the Portland Public Records Request Center.

To monitor the progress or update your request click here: [Portland Public Records Request Center](#)

✉ On 1/3/2019 11:52:51 AM, Aubrey Perry wrote:

Request Created on Public Portal

Important Information - Oregon Pay Equity Law Communication

Email to employees with a pay change

Effective December 31, 2018, there will be an adjustment to your pay. This adjustment is the result of the Pay Equity Study the City conducted to ensure compliance with the Oregon Pay Equity law and is based in part on the information you provided in response to the Pay Equity Survey from BHR this past October.

Your hourly rate of pay will increase to \$XX.

In making this adjustment, the City is relying on the accuracy of the information you provided. The City reserves the right to adjust your pay if it is later determined information you provided was inaccurate.

We understand you will have questions regarding this process. We will communicate again soon. Please contact BHR if you have any immediate questions or concerns about this change.

Email to employees who receive a pay change and also red-circled

Effective December 31, 2018, there will be an adjustment to your pay. This adjustment is the result of the Pay Equity Study the City conducted to ensure compliance with the Oregon Pay Equity law and is based in part on the information you provided in response to the Pay Equity Survey from BHR this past October.

Your hourly rate of pay will increase to \$XX

In making this adjustment, the City is relying on the accuracy of the information you provided. The City reserves the right to adjust your pay if it is later determined information you provided was inaccurate. With this adjustment, your pay is above what is considered the “justified salary” for employees doing work of a comparable character with your same bona fide factors such as seniority, experience, education and merit. Therefore, your pay will be red-circled at this new rate until further analysis can be done. Red-circled means you will not receive merit increases or COLAs.

We understand you will have questions regarding this process. We will communicate again soon. Please contact BHR if you have any immediate questions or concerns about this change.

Email to those with no pay change and who are not being red circled

Effective December 31, 2018, there will be NO adjustment to your pay. Any adjustments are the result of the Pay Equity Study the City conducted to ensure compliance with the Oregon Pay Equity law, and is based in part on the information you provided in response to the Pay Equity Survey from BHR this past October.

Your pay will not change.

In making these decisions, the City is relying on the accuracy of the information you provided. The City reserves the right to adjust your pay if it is later determined information you provided was inaccurate.

We understand you will have questions regarding this process. We will communicate again soon. Please contact BHR if you have any immediate questions or concerns about this change.

Email to those with no pay change and who are being red circled

Effective December 31, 2018, there will be NO adjustment to your pay. Any adjustments are the result of the Pay Equity Study the City conducted to ensure compliance with the Oregon Pay Equity law, and is based in part on the information you provided in response to the Pay Equity Survey from BHR this past October.

Your pay will not change.

In making these decisions, the City is relying on the accuracy of the information you provided. The City reserves the right to adjust your pay if it is later determined information you provided was inaccurate. Your pay is above what is considered the “justified salary” for employees doing work of a comparable character with your same bona fide factors such as seniority, experience, education and merit. Therefore, your pay will be red-circled. Red-circled means you will not receive merit or COLAs.

We understand you will have questions regarding this process. We will communicate again soon. Please contact BHR if you have any immediate questions or concerns about this change.

Pay Equity Context and Next Steps

Hello Everyone,

Recently, you received an email message from BHR about your pay rate. The City Attorney and BHR worked together to provide language that will keep the City compliant with state law. I'd like to provide some background on the process.

On January 1, 2019 amendments to the Pay Equity Bill expanded pay equity protection to all who work in the State of Oregon, creating new obligations for the City of Portland as an organization and employer.

The City Attorney's Office has worked carefully to understand the impacts of this legislation to ensure the City is compliant with the law. BHR supported this process by hiring an external statistician to perform an analysis of the data you, City of Portland employees, provided in last year's Pay Equity Survey and SAP data. Based on BHR's data analysis and the City Attorney's Office legal advice and counsel, decisions about current employee's compensation were made, under what circumstances an employee's compensation would be “red-circled”, and whether an employee's pay should be increased. BHR staff then implemented these decisions.

I hear your concern about being “red-circled” (I, too, was red-circled). The decision to “red-circle” employees was a temporary measure to maintain salary adjustments until the City Attorney's Office and BHR has a chance to meet with Council to determine how to remain compliant with the new pay equity law moving forward. The City Attorney's Office and BHR will be meeting with City Council next week to discuss pay equity and we will keep you abreast of the next steps.

Additionally, you should also know that Pay Equity and the recent Non-Represented Classification Study are two separate processes. The emails you received do not impact your allocations within the Study.

Several people have asked how pay can be increased AND red-circled at the same time. First, it is important to restate how the “justified salary” was determined. This was done by comparing your pay with other employees doing work of comparable character with your same “bona fide factors” like seniority, experience, education and merit. During the analysis, some employees were shown to be paid above the “justified salary”. Individuals who were not paid at the higher rate received pay increases to match the employees who were paid more. This method ensured pay was equitable, even if it was more than the calculated “justified salary”. Any person whose rate of pay was measured to be above the “justified salary” was red-circled.

We understand that it would have been better to have more time and provide you with more information before the pay equity decision emails were sent out. BHR staff were literally working up to the last minute to implement the changes before midnight, December 31st. That said, you told us you wanted more transparency, more consistency, and more proactive approaches to the services we provide. We know this multi-bureau process did not meet those expectations.

In summary, next steps:

- The City Attorney’s Office and BHR will discuss impacts of the law and employee concerns with City Council. We will communicate an update to all affected employees soon thereafter.
- Please send your questions/comments to your bureau's HR Business Partners and we will distribute concerns to appropriate stakeholder groups. An FAQ will be available and emailed to all non-represented employees by end of day on Thursday, January 10, 2019.

We will be in touch again soon.

Employee Name	Bureau	Increase	red circle
Darla Eng	Attorney	\$ 7.15	yes
Dion Connelly	Attorney	\$ 4.79	yes
Stephanie Harris	Attorney	\$ 5.36	yes
Brian Johnson	City Auditor	\$ -	yes
Mary Hansen	City Auditor	\$ -	yes
Diana Banning	City Auditor	\$ -	yes
Brian Brown	City Auditor	\$ -	yes
Karla Moore-Love	City Auditor	\$ -	yes
Irene Konev	City Auditor	\$ -	yes
Casey Clithero	City Auditor	\$ -	yes

Ashbel Green	City Auditor	\$ -	yes
Erin Playman	City Auditor	\$ -	yes
Eric Nomura	City Auditor	\$ -	yes
Toni Anderson	City Auditor	\$ -	yes
Marco Maciel	City Auditor	\$ -	yes
Constantin Severe	City Auditor	\$ -	yes
Anika Bent-Albert	City Auditor	\$ -	yes
Diane Bilyeu	City Auditor	\$ -	yes
Kenneth Jones	City Auditor	\$ -	yes
Kelsey Lloyd	City Auditor	\$ -	yes
Fiona Earle	City Auditor	\$ -	yes
Minh Dan Vuong	City Auditor	\$ -	yes
Robert Mackay	City Auditor	\$ -	yes
Alexandra Fercak	City Auditor	\$ -	yes
Tenzin Gonta	City Auditor	\$ -	yes
Jennifer Scott	City Auditor	\$ -	yes
Kristine Adams-Wannberg	City Auditor	\$ -	yes
Marjorie Sollinger	City Auditor	\$ -	yes
Jessica Kinard	City Budget Office	\$ -	yes
Josh Harwood	City Budget Office	\$ -	yes
Kea Cannon	City Budget Office	\$ -	yes
Kathryn Shifley	City Budget Office	\$ -	yes
Jessica Eden	City Budget Office	\$ -	yes

Ryan Kinsella	City Budget Office	\$ -	yes
Claudio Campuzano	City Budget Office	\$ -	yes
John Dutt	Civic Life	\$ -	yes
Doretta Schrock	Civic Life	\$ -	yes
Mary Kelley	Civic Life	\$ -	yes
Tyesha McCool Riley	Civic Life	\$ -	yes
Thomas Griffin-Valade	Civic Life	\$ -	yes
Hyosuk Rhee	Civic Life	\$ -	yes
Michael Kersting	Civic Life	\$ -	yes
Dianne Riley	Civic Life	\$ -	yes
Margaret Juarez	Civic Life	\$ -	yes
Julie Omelchuck	Community Technology	\$ -	yes
Scott Ellertson	Community Technology	\$ -	yes
Rebecca Gibbons	Community Technology	\$ -	yes
Melvin Riddick	Community Technology	\$ -	yes
Hakim Callier	Development Services	\$ -	yes
Oretha Storey	Development Services	\$ -	yes
Kathy Robertson	Development Services	\$ -	yes
Melissa Kuhn	Development Services	\$ -	yes
Brian Padian	Development Services	\$ -	yes
Barbara Elwess	Development Services	\$ -	yes
Emily Volpert	Development Services	\$ -	yes
Gabriel Bruya	Development Services	\$ -	yes

Leanne Torgerson	Development Services	\$ -	yes
Adrienne Edwards	Development Services	\$ -	yes
Emily Sandy	Development Services	\$ -	yes
Mark Feters	Development Services	\$ -	yes
Nancy Thorington	Development Services	\$ -	yes
Kathryn Neville	Development Services	\$ -	yes
Ross Caron	Development Services	\$ -	yes
Maithy Do	Development Services	\$ -	yes
Robert Walker Jr	Development Services	\$ -	yes
Lisa Dibert	Development Services	\$ -	yes
Colleen Poole	Development Services	\$ -	yes
Dora Perry	Development Services	\$ -	yes
Rebecca Esau	Development Services	\$ -	yes
Jason Butler-Brown	Development Services	\$ -	yes
Amit Kumar	Development Services	\$ -	yes
Elshad Hajiyeu	Development Services	\$ -	yes
Kimberly Tallant	Development Services	\$ -	yes
Jill Grenda	Development Services	\$ -	yes
Douglas Hardy	Development Services	\$ -	yes
Michael Liefeld	Development Services	\$ -	yes
Alex Cousins	Development Services	\$ -	yes
Robert King	Development Services	\$ -	yes
Tracy Nistler	Development Services	\$ -	yes

Kareen Perkins	Development Services	\$ -	yes
Cindy Meyer	Development Services	\$ -	yes
Terry Whitehill	Development Services	\$ -	yes
Duane Whitehurst	Development Services	\$ -	yes
Douglas Morgan	Development Services	\$ -	yes
Patricia Henkle	Development Services	\$ -	yes
Katie Salazar	Development Services	\$ -	yes
Vickie Rogers	Emergency Communications	\$ -	yes
Melanie Payne	Emergency Communications	\$ -	yes
Ryan DesJardins	Emergency Communications	\$ -	yes
Patrick Jones	Emergency Communications	\$ -	yes
Michael Grimm	Emergency Communications	\$ -	yes
Robert Cozzie	Emergency Communications	\$ -	yes
Todd DeWeese	Emergency Communications	\$ -	yes
Chelsea LaBar	Emergency Communications	\$ -	yes
Bret Gaidos	Emergency Communications	\$ -	yes
Michelle Perrone	Emergency Communications	\$ -	yes
Mike Akins	Emergency Communications	\$ -	yes
Thomas Kurtzbein	Emergency Communications	\$ -	yes
Joshua Jacobson	Emergency Communications	\$ -	yes
Mary-Michelle Reed	Emergency Communications	\$ -	yes
Annmarie Kevorkian-Mattie	Emergency Communications	\$ -	yes
Calvin Katterman	Emergency Communications	\$ -	yes

Justin Toren	Emergency Communications	\$ -	yes
Darren Wegener	Emergency Communications	\$ -	yes
Kory Oman	Emergency Communications	\$ -	yes
Rosalicia Antoine	Emergency Communications	\$ -	yes
George Long	Emergency Communications	\$ -	yes
Stephen Mawdsley	Emergency Communications	\$ -	yes
Murrell Morley	Emergency Communications	\$ -	yes
Laura Hall	Emergency Management	\$ -	yes
Glenn Devitt	Emergency Management	\$ -	yes
Anne Castleton	Emergency Management	\$ -	yes
Michael Phillips	Emergency Management	\$ -	yes
Elizabeth Crane	Emergency Management	\$ -	yes
Laura Hanson	Emergency Management	\$ -	yes
Ernest Jones	Emergency Management	\$ -	yes
Regina Ingabire	Emergency Management	\$ -	yes
Denise Barrett	Emergency Management	\$ -	yes
Katherine Wolf	Emergency Management	\$ -	yes
Sophia Terry	Environmental Services	\$ -	yes
Aimee Dexter	Environmental Services	\$ -	yes
Yvette Gayomali	Environmental Services	\$ -	yes
Peggylou Miner	Environmental Services	\$ -	yes
Jocelyn Tunnard	Environmental Services	\$ -	yes
Sara Gardner	Environmental Services	\$ -	yes

Andrea Gresh	Environmental Services	\$ -	yes
Gregory Charr	Environmental Services	\$ -	yes
Kathleen Brenes-Morua	Environmental Services	\$ -	yes
Renpi Pimomo	Environmental Services	\$ -	yes
Alice Brawley-Chesworth	Environmental Services	\$ -	yes
Dawn Sanders	Environmental Services	\$ -	yes
Suzanne Keller	Environmental Services	\$ -	yes
Francisco Perez	Environmental Services	\$ -	yes
Steven Rentmeester	Environmental Services	\$ -	yes
Gayle Bast	Environmental Services	\$ -	yes
Samantha Clark	Environmental Services	\$ -	yes
Ana Brophy	Environmental Services	\$ -	yes
Erik Durshpek	Environmental Services	\$ -	yes
Sean Bistoff	Environmental Services	\$ -	yes
Faizan Sheikh	Environmental Services	\$ -	yes
Gudmun Sangolt	Environmental Services	\$ -	yes
Paul Tkachenko	Environmental Services	\$ -	yes
Atanas Atanasov	Environmental Services	\$ -	yes
Stefanus Gunawan	Environmental Services	\$ -	yes
Megan Hanson	Environmental Services	\$ -	yes
Tonya Stephens	Environmental Services	\$ -	yes
Taffy Spencer	Environmental Services	\$ -	yes
Debbie Caselton	Environmental Services	\$ -	yes

Cheryl Kuck	Environmental Services	\$ -	yes
Christopher Collett	Environmental Services	\$ -	yes
Elisha Callison	Environmental Services	\$ -	yes
Amanda Haney	Environmental Services	\$ -	yes
Cynthia Ryals	Environmental Services	\$ -	yes
Rodney Struck	Environmental Services	\$ -	yes
Loren Shelley	Environmental Services	\$ -	yes
Michael Reed	Environmental Services	\$ -	yes
Aaron Abrams	Environmental Services	\$ -	yes
Dawn Uchiyama	Environmental Services	\$ -	yes
Michael Jordan	Environmental Services	\$ -	yes
Yang Zhang	Environmental Services	\$ -	yes
Tressie Word	Environmental Services	\$ -	yes
Dzemila Sabanovic	Environmental Services	\$ -	yes
Charles Wilson	Environmental Services	\$ -	yes
Bret Winkler	Environmental Services	\$ -	yes
Arnel Mandilag	Environmental Services	\$ -	yes
Kurt Robinson	Environmental Services	\$ -	yes
Timothy Kurtz	Environmental Services	\$ -	yes
John O'Donovan	Environmental Services	\$ -	yes
William Ryan	Environmental Services	\$ -	yes
Kerry Rubin	Environmental Services	\$ -	yes
Paul Suto	Environmental Services	\$ -	yes

Elizabeth Moorhead	Environmental Services	\$ -	yes
Fred MacGregor	Environmental Services	\$ -	yes
Sue Stepan	Environmental Services	\$ -	yes
John Houle	Environmental Services	\$ -	yes
Joseph Dvorak	Environmental Services	\$ -	yes
Thomas Pfeiffer	Environmental Services	\$ -	yes
Mark Liebe	Environmental Services	\$ -	yes
John Holtrop	Environmental Services	\$ -	yes
Lisa Huntington	Environmental Services	\$ -	yes
Daniel Parnell	Environmental Services	\$ -	yes
Amber Clayton	Environmental Services	\$ -	yes
Amin Wahab	Environmental Services	\$ -	yes
Barbara Adkins	Environmental Services	\$ -	yes
Amy Chomowicz	Environmental Services	\$ -	yes
Kenneth Bartocci	Environmental Services	\$ -	yes
Duane Peterson	Environmental Services	\$ -	yes
Charles Lytle	Environmental Services	\$ -	yes
Lynn Sandretzky	Environmental Services	\$ -	yes
Jennifer Martinez	Environmental Services	\$ -	yes
Michael Reiner	Environmental Services	\$ -	yes
Paul Ketcham	Environmental Services	\$ -	yes
Baron Howe	Environmental Services	\$ -	yes
Steven Hansen	Environmental Services	\$ -	yes

Elisabeth Reese Cadigan	Environmental Services	\$ -	yes
Matthew Criblez	Environmental Services	\$ -	yes
Kristen Acock	Environmental Services	\$ -	yes
Brian Biery	Environmental Services	\$ -	yes
Marveita Redding	Environmental Services	\$ -	yes
Stephen Behrndt	Environmental Services	\$ -	yes
Jason Underwood	Environmental Services	\$ -	yes
Megan Callahan	Environmental Services	\$ -	yes
Bryan Davis	Environmental Services	\$ -	yes
Jason Law	Environmental Services	\$ -	yes
David Olsav	Environmental Services	\$ -	yes
Ken Finney	Environmental Services	\$ -	yes
Lynne Casey	Environmental Services	\$ -	yes
Joseph Blanco	Environmental Services	\$ -	yes
Jeff Hanks	Environmental Services	\$ -	yes
Randy Belston	Environmental Services	\$ -	yes
William Sterling	Environmental Services	\$ -	yes
Michele Juon	Environmental Services	\$ -	yes
Paul Schuberg	Environmental Services	\$ -	yes
Tatiana Elejalde	Equity & Human Rights Office	\$ -	yes
Jeffrey Selby	Equity & Human Rights Office	\$ -	yes
Nickole Cheron	Equity & Human Rights Office	\$ -	yes
Danielle Brooks	Equity & Human Rights Office	\$ -	yes

Judith Mowry	Equity & Human Rights Office	\$ -	yes
Lisa Mullen	Fire and Rescue	\$ -	yes
Onessia Elliott	Fire and Rescue	\$ -	yes
Mary Molinari	Fire and Rescue	\$ -	yes
Janice Moore	Fire and Rescue	\$ -	yes
Maryann Soto	Fire and Rescue	\$ -	yes
Justin Houk	Fire and Rescue	\$ -	yes
Robyn Burek	Fire and Rescue	\$ -	yes
Angela Bostock	Fire and Rescue	\$ -	yes
June Vining	Fire and Rescue	\$ -	yes
Deborah Harrison	Fire and Rescue	\$ -	yes
Janet Woodside	Fire and Rescue	\$ -	yes
Evelyn Brenes-Eayrs	Fire and Rescue	\$ -	yes
John Myers	Fire and Rescue	\$ -	yes
Kari Schimel	Fire and Rescue	\$ -	yes
Sara Boone	Fire and Rescue	\$ -	yes
Ryan Gillespie	Fire and Rescue	\$ -	yes
Gary Boyles	Fire and Rescue	\$ -	yes
Donald Russ	Fire and Rescue	\$ -	yes
Kenneth Burns	Fire and Rescue	\$ -	yes
Thomas Williams	Fire and Rescue	\$ -	yes
Nathan Takara	Fire and Rescue	\$ -	yes
Shawn Roberti	Fire and Rescue	\$ -	yes

Mark Whitaker	Fire and Rescue	\$ -	yes
Jianhua Guo	Fire and Rescue	\$ -	yes
James Wright	Fire and Rescue	\$ -	yes
Gregory Monson	Fire and Rescue	\$ -	yes
Aaron Johnson	Fire and Rescue	\$ -	yes
Gordon Williams	Fire and Rescue	\$ -	yes
Jason Erhardt	Fire and Rescue	\$ -	yes
Jennifer Sprando	FPDR	\$ -	yes
Darina Christensen	FPDR	\$ -	yes
Julie Barber	FPDR	\$ -	yes
Pamela Schill	FPDR	\$ -	yes
James Hutchison	FPDR	\$ -	yes
Mika Obara	FPDR	\$ -	yes
Aaron Brown	FPDR	\$ -	yes
Kathleen Kakesako	FPDR	\$ -	yes
Kimberly Mitchell	FPDR	\$ -	yes
Nils Tillstrom	Government Relations	\$ -	yes
Mila Greisen	Government Relations	\$ -	yes
Chido Dhlwayo	Government Relations	\$ -	yes
Eric Noll	Government Relations	\$ -	yes
Laura John	Government Relations	\$ -	yes
Susan Dietz	Government Relations	\$ -	yes
Letimya Clayton	Housing	\$ -	yes

Anna Shook	Housing	\$ -	yes
Antoinette Pietka	Housing	\$ -	yes
Dana Ingram	Housing	\$ -	yes
Dorothea Van Bockel	Housing	\$ -	yes
Shannon Callahan	Housing	\$ -	yes
Leslie Goodlow	Housing	\$ -	yes
Stella Martinez	Housing	\$ -	yes
Jeanette Kaufman	OMF-BIBS	\$ -	yes
Kristin Wells	OMF-BIBS	\$ -	yes
Diane Seaton	OMF-BIBS	\$ -	yes
Sharon Raymor	OMF-BIBS	\$ -	yes
Kristen Selleck	OMF-BIBS	\$ -	yes
Katherine Lindsay	OMF-BIBS	\$ -	yes
Suzie Connelly	OMF-BIBS	\$ -	yes
Tamara Brown	OMF-BIBS	\$ -	yes
Carter Oster	OMF-BIBS	\$ -	yes
John Andrews	OMF-BIBS	\$ -	yes
David O'Longaigh	OMF-BIBS	\$ -	yes
Melinda Shane	OMF-BIBS	\$ -	yes
Michael Cave	OMF-BIBS	\$ -	yes
Keith Drew	OMF-BIBS	\$ -	yes
Eric Chitoubol	OMF-BIBS	\$ -	yes
Scott Roberson	OMF-BIBS	\$ -	yes

Daniel Baker	OMF-BIBS	\$ -	yes
Marvin Navarro	OMF-BIBS	\$ -	yes
Shae Davies	OMF-BIBS	\$ -	yes
Johnny Welch II	OMF-BIBS	\$ -	yes
Elsa Kaufman	OMF-BTS	\$ -	yes
Elonda Bristol	OMF-BTS	\$ -	yes
Amy Tuttle	OMF-BTS	\$ -	yes
Lee Dudley	OMF-BTS	\$ -	yes
Tracey Le	OMF-BTS	\$ -	yes
Hanh Nguyen	OMF-BTS	\$ -	yes
Vineeta Rawal	OMF-BTS	\$ -	yes
Aaron Diamond	OMF-BTS	\$ -	yes
De Ann Kamish	OMF-BTS	\$ -	yes
Monica Borden-Ooley	OMF-BTS	\$ -	yes
Britt Schweizer	OMF-BTS	\$ -	yes
Joan Martin	OMF-BTS	\$ -	yes
Steven Brown	OMF-BTS	\$ -	yes
Channing Aaby	OMF-BTS	\$ -	yes
Kathryn Schmidt	OMF-BTS	\$ -	yes
Cynthia Delozier	OMF-BTS	\$ -	yes
Michael Meissner	OMF-BTS	\$ -	yes
Scott Howes	OMF-BTS	\$ -	yes
Greg Locati	OMF-BTS	\$ -	yes

Daniel Bauer	OMF-BTS	\$ -	yes
Jeffrey Baer	OMF-BTS	\$ -	yes
Christopher Paidhrin	OMF-BTS	\$ -	yes
Diana Allen	OMF-BTS	\$ -	yes
Matthew Freid	OMF-BTS	\$ -	yes
Michael Lamb	OMF-BTS	\$ -	yes
Corey Wilks	OMF-BTS	\$ -	yes
Edward Watson	OMF-BTS	\$ -	yes
Quang Chu	OMF-BTS	\$ -	yes
Richard Nixon	OMF-BTS	\$ -	yes
Sarabjeet Waraich	OMF-BTS	\$ -	yes
Paul Rothi	OMF-BTS	\$ -	yes
Laurie Levy	OMF-BTS	\$ -	yes
Leonard Nichols	OMF-BTS	\$ -	yes
Richard Schulte	OMF-BTS	\$ -	yes
Ida Salazar	OMF-BTS	\$ -	yes
Elizabeth Fox	OMF-BTS	\$ -	yes
Cloy Swartzendruber	OMF-BTS	\$ -	yes
Shawna Graber	OMF-BTS	\$ -	yes
Matthew Rounds	OMF-BTS	\$ -	yes
Lisa Bigley	OMF-BTS	\$ -	yes
Fouad Arib	OMF-BTS	\$ -	yes
Chenai Nziramasanga	OMF-BTS	\$ -	yes

Nelson Zenzano	OMF-BTS	\$ -	yes
Lori Baumgartner	OMF-BTS	\$ -	yes
Robert Kiningham	OMF-BTS	\$ -	yes
Elizabeth Mitchell	OMF-BTS	\$ -	yes
Arron Fries	OMF-BTS	\$ -	yes
Karl Larson	OMF-BTS	\$ -	yes
Carolyn Glass	OMF-BTS	\$ -	yes
John Hunt	OMF-BTS	\$ -	yes
Kevin York	OMF-BTS	\$ -	yes
Lisa Ogedengbe	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Brenda Scott	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Angela Pack	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Rebecca Chiao	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
James Moering	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Erin Nielsen	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Veronica Bisby	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Sarah Perry	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Kelly Jones	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Donald Williams	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Rachele Gorseigner	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Brigid OCallaghan	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Michelle Kirby	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Aaron Thompson	OMF-Bureau of Rev & Fin Svcs	\$ -	yes

Stacey Edwards	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Tiffani Penson	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Jim Harley	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Stacey Foreman	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Cathleen Massier	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Jennifer Cooperman	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Melissa Turner	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Antoinette Toku	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Craig Haynes	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Andrew Powers	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
William Wagner	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Janice Hammond Getten	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Charlie Chau	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Patricia Tigie	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Sheila Craig	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Paul Lee	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Michael Montgomery	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Ronald Vaught	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Scott Karter	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Lester Spitler	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Thomas Lannom	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Jennifer Thomason	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Randall Stenquist	OMF-Bureau of Rev & Fin Svcs	\$ -	yes

Susan Quinones	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Allen Buller	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Kelly Davis-McKernan	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Scott Schneider	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Celeste King	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Barbra Rice	OMF-Bureau of Rev & Fin Svcs	\$ -	yes
Ashley Blakemore	OMF-CAO	\$ -	yes
Diana Shiplet	OMF-CAO	\$ -	yes
Karl Lisle	OMF-CAO	\$ -	yes
Heather Hafer	OMF-CAO	\$ -	yes
Susan Gibson-Hartnett	OMF-CAO	\$ -	yes
Carmen Merlo	OMF-CAO	\$ -	yes
Kathryn Schnoor	OMF-CAO	\$ -	yes
Jenelee Meister	OMF-CAO	\$ -	yes
Jennifer Ford	OMF-CAO	\$ -	yes
Nichole Bennett	OMF-CAO	\$ -	yes
Paul Stewart	OMF-CAO	\$ -	yes
Douglas Stickler	OMF-CAO	\$ -	yes
Benjamin Smith	OMF-CAO	\$ -	yes
Ralph Smith	OMF-CAO	\$ -	yes
Aaron Beck	OMF-CAO	\$ -	yes
Sheila Sylvester	OMF-Human Resources	\$ -	yes
Lupe Pena	OMF-Human Resources	\$ -	yes

Michael Fryer	OMF-Human Resources	\$ -	yes
Serilda Summers-McGee	OMF-Human Resources	\$ -	yes
Kourosh Ghaemmaghami	OMF-Human Resources	\$ -	yes
Larry Nelson	OMF-Human Resources	\$ -	yes
Jeannine Herrera	OMF-Human Resources	\$ -	yes
Christina Pham	OMF-Human Resources	\$ -	yes
Lisa Yuen	OMF-Human Resources	\$ -	yes
Santos Aguilar	OMF-Human Resources	\$ -	yes
Deborah Danielson	OMF-Human Resources	\$ -	yes
Shelonda Simpson	OMF-Human Resources	\$ -	yes
John DiGrazia	OMF-Human Resources	\$ -	yes
Tamara Larison	OMF-Human Resources	\$ -	yes
Teresa Dahrens	OMF-Human Resources	\$ -	yes
Diane Avery	OMF-Human Resources	\$ -	yes
Michael Reynolds	OMF-Human Resources	\$ -	yes
Hanh Tran	OMF-Human Resources	\$ -	yes
Sukho Viboolsittiseri	OMF-Human Resources	\$ -	yes
Nicolle Wynia-Eide	OMF-Human Resources	\$ -	yes
Tracy Warren	OMF-Human Resources	\$ -	yes
Michelle Cole	OMF-Human Resources	\$ -	yes
Keith Hathorne	OMF-Human Resources	\$ -	yes
Shane Davis	OMF-Human Resources	\$ -	yes
Katherine Sharp	OMF-Human Resources	\$ -	yes

Kenneth Carter	OMF-Human Resources	\$ -	yes
Anita Lane	OMF-Human Resources	\$ -	yes
Elizabeth Lopez	OMF-Human Resources	\$ -	yes
Stephanie Reynolds	OMF-Human Resources	\$ -	yes
Victoria Duffey	OMF-Human Resources	\$ -	yes
Mary Mills	OMF-Human Resources	\$ -	yes
Beth Van Aernem	OMF-Human Resources	\$ -	yes
Elizabeth Haynes	OMF-Human Resources	\$ -	yes
Vincent Woods	OMF-Human Resources	\$ -	yes
Thomas Schneider	OMF-Human Resources	\$ -	yes
Ronald Zito	OMF-Human Resources	\$ -	yes
Cathy Bless	OMF-Human Resources	\$ -	yes
Jerrell Gaddis	OMF-Human Resources	\$ -	yes
Michelle Taylor	OMF-Human Resources	\$ -	yes
Cathrine Henson	OMF-Human Resources	\$ -	yes
Joel Michels	OMF-Human Resources	\$ -	yes
Enrique Sama	OMF-Human Resources	\$ -	yes
Kelly Taylor	Parks	\$ -	yes
Mahala Greer	Parks	\$ -	yes
Krystin Castro	Parks	\$ -	yes
Brooke Gardner	Parks	\$ -	yes
Richard Faber	Parks	\$ -	yes
Philip Gagnon	Parks	\$ -	yes

Megan Dirks	Parks	\$ -	yes
Gordon Kunkle	Parks	\$ -	yes
Brian Landoe	Parks	\$ -	yes
Jason Smith	Parks	\$ -	yes
Evan Callahan	Parks	\$ -	yes
Philip McCormick	Parks	\$ -	yes
Reid Blanchard	Parks	\$ -	yes
Robin Johnson Craig	Parks	\$ -	yes
Marlo Medellin	Parks	\$ -	yes
Jill Hutchinson	Parks	\$ -	yes
Ross Swanson	Parks	\$ -	yes
Sandra Fathizadeh	Parks	\$ -	yes
Travis Ruybal	Parks	\$ -	yes
George Lozovoy	Parks	\$ -	yes
Robin Laughlin	Parks	\$ -	yes
Britta Herwig	Parks	\$ -	yes
Dale Cook	Parks	\$ -	yes
Jennifer Cairo	Parks	\$ -	yes
Rebecca Shively	Parks	\$ -	yes
Chiao Yun Hsiao	Parks	\$ -	yes
Barbara Hart	Parks	\$ -	yes
Carolyn Lee	Parks	\$ -	yes
Victor Sanders	Parks	\$ -	yes

Steven Pixley	Parks	\$ -	yes
Joan Hallquist	Parks	\$ -	yes
Elizabeth Kennedy-Wong	Parks	\$ -	yes
Kellie Torres	Parks	\$ -	yes
Lorraine Wilson	Parks	\$ -	yes
Andrew Lee	Parks	\$ -	yes
Heather Randol	Parks	\$ -	yes
Kia Selley	Parks	\$ -	yes
William Melton	Parks	\$ -	yes
Devra Staneart	Parks	\$ -	yes
Goldie Miranda	Parks	\$ -	yes
Kathy Hauff	Parks	\$ -	yes
Jesse Goodling	Parks	\$ -	yes
Donald Joughin	Parks	\$ -	yes
Darryl Brooks	Parks	\$ -	yes
Alex Salazar	Parks	\$ -	yes
Seth Menser	Parks	\$ -	yes
Erik Harrison	Parks	\$ -	yes
Donald Athey	Parks	\$ -	yes
Vincent Johnson	Parks	\$ -	yes
Chris Silkie	Parks	\$ -	yes
Galina Burley	Parks	\$ -	yes
Andre Ashley	Parks	\$ -	yes

Rachel Felice	Parks	\$ -	yes
Durelle Singleton	Parks	\$ -	yes
Soo Pak	Parks	\$ -	yes
Maximo Behrens	Parks	\$ -	yes
Terri Davis	Parks	\$ -	yes
Lauren McGuire	Parks	\$ -	yes
Eileen Argentina	Parks	\$ -	yes
Brett Horner	Parks	\$ -	yes
Jennifer Yocom	Parks	\$ -	yes
Barbara Aguon	Parks	\$ -	yes
Heather McKillip	Parks	\$ -	yes
Rhonan Eshoo	Parks	\$ -	yes
Chariti Montez	Parks	\$ -	yes
Timothy Hammock	Parks	\$ -	yes
Karen Birt	Parks	\$ -	yes
Kristine Canham	Parks	\$ -	yes
Craig Vanderbout	Parks	\$ -	yes
MaryAnn Thibeault	Parks	\$ -	yes
Shawn Rogers	Parks	\$ -	yes
Nancy Roth	Parks	\$ -	yes
Michael Walsh	Parks	\$ -	yes
Gregory Dubay	Parks	\$ -	yes
Kendra Petersen-Morgan	Parks	\$ -	yes

Barbara Barlow	Parks	\$ -	yes
Margaret Evans	Parks	\$ -	yes
Casey Jogerst	Parks	\$ -	yes
Vicente Harrison	Parks	\$ -	yes
Angela DiSalvo	Parks	\$ -	yes
Lawrence Maginnis	Parks	\$ -	yes
Jillian Winsor	Planning and Sustainability	\$ -	yes
Julie Ocken	Planning and Sustainability	\$ -	yes
Thean Le	Planning and Sustainability	\$ -	yes
Wendy Koelfgen	Planning and Sustainability	\$ -	yes
Paul de Block	Planning and Sustainability	\$ -	yes
Peter Chism-Winfield	Planning and Sustainability	\$ -	yes
Tiara Darnell	Planning and Sustainability	\$ -	yes
Harmonee Dashiell	Planning and Sustainability	\$ -	yes
Genevieve Joplin	Planning and Sustainability	\$ -	yes
Nikoyia Phillips	Planning and Sustainability	\$ -	yes
JoEllen Skonberg	Planning and Sustainability	\$ -	yes
Christine Llobregat	Planning and Sustainability	\$ -	yes
Alicia Polacok	Planning and Sustainability	\$ -	yes
Ingrid Fish	Planning and Sustainability	\$ -	yes
Shawn Wood	Planning and Sustainability	\$ -	yes
Arianne Sperry	Planning and Sustainability	\$ -	yes
Pamela Neild	Planning and Sustainability	\$ -	yes

Vinh Mason	Planning and Sustainability	\$ -	yes
Julie Hernandez	Planning and Sustainability	\$ -	yes
Eden Dabbs	Planning and Sustainability	\$ -	yes
Kim White	Planning and Sustainability	\$ -	yes
Jill Norris	Planning and Sustainability	\$ -	yes
Kevin Veaudry Casaus	Planning and Sustainability	\$ -	yes
Megan Shuler	Planning and Sustainability	\$ -	yes
Andria Jacob	Planning and Sustainability	\$ -	yes
Joseph Zehnder	Planning and Sustainability	\$ -	yes
Anthea Tan	Planning and Sustainability	\$ -	yes
Kevin Martin	Planning and Sustainability	\$ -	yes
Jill Kolek	Planning and Sustainability	\$ -	yes
Michele Crim	Planning and Sustainability	\$ -	yes
Sallie Edmunds	Planning and Sustainability	\$ -	yes
Jessica Yang	Planning and Sustainability	\$ -	yes
Bruce Walker	Planning and Sustainability	\$ -	yes
Ryan Wojcicki	Police	\$ -	yes
Michelle Sparks	Police	\$ -	yes
Joann Alminiana	Police	\$ -	yes
Blanca Johnson	Police	\$ -	yes
John Cooney	Police	\$ -	yes
Paul Ranta	Police	\$ -	yes
Thomas Carvalho	Police	\$ -	yes

Robert Bruders	Police	\$ -	yes
Mark Hudson	Police	\$ -	yes
Valerie Crumley	Police	\$ -	yes
Barbara Erspamer	Police	\$ -	yes
Cathy Rossetto	Police	\$ -	yes
Karen Lavoie-Vaughn	Police	\$ -	yes
Nicole Wrigley	Police	\$ -	yes
Diane Haman	Police	\$ -	yes
Lisa Dunn	Police	\$ -	yes
Lorena Espinoza	Police	\$ -	yes
Kathryn Linzey	Police	\$ -	yes
Matthew Thoman	Police	\$ -	yes
Michael Hefley	Police	\$ -	yes
Cody Gabbard	Police	\$ -	yes
Robert Vanneste	Police	\$ -	yes
Jesse Satterfield	Police	\$ -	yes
Nicholas Quintus	Police	\$ -	yes
Shannon Smith	Police	\$ -	yes
Tammy Perham	Police	\$ -	yes
Scott Partridge	Police	\$ -	yes
Ethel Gallares	Police	\$ -	yes
Veronica Nordeen	Police	\$ -	yes
Jordan Rooklyn	Police	\$ -	yes

Elizabeth Gallagher	Police	\$ -	yes
Christopher Wormdahl	Police	\$ -	yes
Mary Claire Buckley	Police	\$ -	yes
Kimberly Roark	Police	\$ -	yes
Rachel Stansbury	Police	\$ -	yes
Reid Kakesako	Police	\$ -	yes
Ryan Rees	Police	\$ -	yes
Narcisa Delgado-Grubb	Police	\$ -	yes
Christopher Paille'	Police	\$ -	yes
Shyvonne Williams	Police	\$ -	yes
Matthew Irvine	Police	\$ -	yes
Julia Rico	Police	\$ -	yes
Brent Bates	Police	\$ -	yes
Susan Lehman	Police	\$ -	yes
Vincent Ferraris	Police	\$ -	yes
Michelle Weatheroy	Police	\$ -	yes
Teresita Tuquero	Police	\$ -	yes
Christina Owen	Police	\$ -	yes
Robert Del Gizzi	Police	\$ -	yes
Catherine Reiland	Police	\$ -	yes
Justin Santos	Police	\$ -	yes
Chelsea Rutherford	Police	\$ -	yes
Danielle Outlaw	Police	\$ -	yes

Jami Resch	Police	\$ -	yes
Christopher Davis	Police	\$ -	yes
James Gowin	Police	\$ -	yes
Michelle Cass	Police	\$ -	yes
Eric Stout	Police	\$ -	yes
Heather Holmgren	Police	\$ -	yes
Lori Smith	Police	\$ -	yes
Jon Rhodes	Police	\$ -	yes
Terri Wallo-Strauss	Police	\$ -	yes
Leann Barnett	Police	\$ -	yes
Andrea Nelson	Police	\$ -	yes
Jacob Gittlen	Police	\$ -	yes
Susan Pelham	Police	\$ -	yes
Lauren Brown	Police	\$ -	yes
Gene Yamamoto	Transportation	\$ -	yes
Shawnea Posey	Transportation	\$ -	yes
Cora Crary	Transportation	\$ -	yes
Meghann Fertil	Transportation	\$ -	yes
Maria Lynn Lim	Transportation	\$ -	yes
Melanie Zea	Transportation	\$ -	yes
Michael Cattaneo	Transportation	\$ -	yes
Lorraine Steen	Transportation	\$ -	yes
Kyenne Williams	Transportation	\$ -	yes

Eileen Dent	Transportation	\$ -	yes
Kellie Le	Transportation	\$ -	yes
Sierra Stringfield	Transportation	\$ -	yes
Michael Tomsovic	Transportation	\$ -	yes
Clarissa Atay	Transportation	\$ -	yes
Aaron Kaufman	Transportation	\$ -	yes
Anamaria Perez	Transportation	\$ -	yes
Jesse Culver	Transportation	\$ -	yes
Katie Root	Transportation	\$ -	yes
Richard Gray	Transportation	\$ -	yes
Anne Hill	Transportation	\$ -	yes
Patrick Boyd	Transportation	\$ -	yes
Michael Kerr	Transportation	\$ -	yes
Irene Marion	Transportation	\$ -	yes
Mark Lear	Transportation	\$ -	yes
Emily Tritsch	Transportation	\$ -	yes
Douglas Siemens	Transportation	\$ -	yes
Joshua Lynch	Transportation	\$ -	yes
Ashley Schaer	Transportation	\$ -	yes
Geren Shankar	Transportation	\$ -	yes
Winston Sandino	Transportation	\$ -	yes
Hollie Berry	Transportation	\$ -	yes
Elizabeth Mahon	Transportation	\$ -	yes

Nicole Peirce	Transportation	\$ -	yes
Andrew Aebi	Transportation	\$ -	yes
Daniel Layden	Transportation	\$ -	yes
Gabriel Graff	Transportation	\$ -	yes
Tosin Abiodun	Transportation	\$ -	yes
Matthew Marine	Transportation	\$ -	yes
Sharon White	Transportation	\$ -	yes
Richard Hoyt	Transportation	\$ -	yes
Gavin Scott	Transportation	\$ -	yes
Christopher Ceciliani	Transportation	\$ -	yes
Ticole Waller	Transportation	\$ -	yes
Clay Veka	Transportation	\$ -	yes
Gudrun Utz	Transportation	\$ -	yes
Edward VanBuren	Transportation	\$ -	yes
Michelle Marx	Transportation	\$ -	yes
Robert Hillier	Transportation	\$ -	yes
Roger Geller	Transportation	\$ -	yes
Ian Stude	Transportation	\$ -	yes
Dana Dickman	Transportation	\$ -	yes
Michael Jacobs	Transportation	\$ -	yes
Stephen Hoyt-McBeth	Transportation	\$ -	yes
Noah Siegel	Transportation	\$ -	yes
Christopher Warner	Transportation	\$ -	yes

Teresa Boyle	Transportation	\$ -	yes
Steve Townsen	Transportation	\$ -	yes
Lewis Wardrip	Transportation	\$ -	yes
Peter Koonce	Transportation	\$ -	yes
Eva Huntsinger	Transportation	\$ -	yes
Todd Liles	Transportation	\$ -	yes
Kurt Krueger	Transportation	\$ -	yes
Charles Radosta	Transportation	\$ -	yes
Michael Magee	Transportation	\$ -	yes
Chon Wong	Transportation	\$ -	yes
John Glasgow	Transportation	\$ -	yes
Carl Snyder	Transportation	\$ -	yes
Lani Radtke	Transportation	\$ -	yes
Joan Hough	Transportation	\$ -	yes
Tyler Berry	Transportation	\$ -	yes
Nathan Walloch	Transportation	\$ -	yes
Truc Nguyen	Transportation	\$ -	yes
Kenneth Kinoshita	Transportation	\$ -	yes
Juan Chavez	Transportation	\$ -	yes
Lynda Hofmann	Transportation	\$ -	yes
Shawn Castrapel	Transportation	\$ -	yes
Stacey Lauer	Transportation	\$ -	yes
Destry Ogden	Transportation	\$ -	yes

Keri Munson	Transportation	\$ -	yes
Kirstin Byer	Transportation	\$ -	yes
Mark Lewis	Transportation	\$ -	yes
Chad Tippin	Transportation	\$ -	yes
William Clark	Transportation	\$ -	yes
Lannie Eells	Transportation	\$ -	yes
Matthew Wales	Transportation	\$ -	yes
Gayle Wilson	Transportation	\$ -	yes
Douglas Hight	Transportation	\$ -	yes
Kenneth Lee	Transportation	\$ -	yes
Millicent Williams	Transportation	\$ -	yes
Catherine Ciarlo	Transportation	\$ -	yes
Brook Armes	Transportation	\$ -	yes
Peter Wojcicki	Transportation	\$ -	yes
Howard Clement	Transportation	\$ -	yes
Kathryn Levine	Transportation	\$ -	yes
Jeramy Patton	Transportation	\$ -	yes
Tara Wasiak	Transportation	\$ -	yes
Christine Leon	Transportation	\$ -	yes
David Benson	Transportation	\$ -	yes
Arthur Pearce	Transportation	\$ -	yes
John Brady	Transportation	\$ -	yes
Dylan Rivera	Transportation	\$ -	yes

Donald Hunter	Transportation	\$ -	yes
Andrew Lamoreaux	Transportation	\$ -	yes
Rick Jones	Transportation	\$ -	yes
Don Allison	Transportation	\$ -	yes
Brandi Wellborn	Transportation	\$ -	yes
Christopher Lawrence	Transportation	\$ -	yes
Rose Crouchley	Transportation	\$ -	yes
Joanne Foulkrod	Transportation	\$ -	yes
Robert Bayley	Transportation	\$ -	yes
Teresa Montalvo	Transportation	\$ -	yes
Valerie Joachim	Transportation	\$ -	yes
Ryan Mace	Transportation	\$ -	yes
Richard Eisenhower	Transportation	\$ -	yes
Kelly Sills	Transportation	\$ -	yes
Lenore Deluisa	Transportation	\$ -	yes
Jill Jacobsen	Transportation	\$ -	yes
David McEldowney	Transportation	\$ -	yes
Gabriel Javier	Transportation	\$ -	yes
Mark Hawkins	Transportation	\$ -	yes
Geffory Adair	Transportation	\$ -	yes
Danny Denning	Transportation	\$ -	yes
John Gillam	Transportation	\$ -	yes
Cynthia Murphy	Transportation	\$ -	yes

Glen Foster	Transportation	\$ -	yes
Charles Scales	Water	\$ -	yes
Shanita Gills	Water	\$ -	yes
Anna Becker	Water	\$ -	yes
Rachel Jamison	Water	\$ -	yes
Kristen Small	Water	\$ -	yes
Angela Harris	Water	\$ -	yes
Cailey Woodward	Water	\$ -	yes
Korya Ames	Water	\$ -	yes
Eugena Ott	Water	\$ -	yes
Anna DiBenedetto	Water	\$ -	yes
Linda Curtis	Water	\$ -	yes
Shawna Gawthorne	Water	\$ -	yes
Erin Novak	Water	\$ -	yes
Ashley Tjaden	Water	\$ -	yes
Alex Reagan	Water	\$ -	yes
Patricia Burk	Water	\$ -	yes
Stuart Oishi	Water	\$ -	yes
Jonathan Syphard	Water	\$ -	yes
Andrew Urdahl	Water	\$ -	yes
Gerald Pierce	Water	\$ -	yes
Lisa Vieno	Water	\$ -	yes
Eric Brainich	Water	\$ -	yes

Sara Petrocine	Water	\$ -	yes
Annette Dabashinsky	Water	\$ -	yes
Van Le	Water	\$ -	yes
Jeffory Winner	Water	\$ -	yes
Deborah Richards	Water	\$ -	yes
Pamela Torres	Water	\$ -	yes
Karen Wood	Water	\$ -	yes
Robyn Deeb	Water	\$ -	yes
Kirsten Klym	Water	\$ -	yes
Alonzo Jamison	Water	\$ -	yes
Barbara Streeter	Water	\$ -	yes
Cherri Warnke	Water	\$ -	yes
Fabiola Casas	Water	\$ -	yes
Elaine Beauvais	Water	\$ -	yes
Dawn Reins	Water	\$ -	yes
Christopher Saludaes	Water	\$ -	yes
Aron Anderson	Water	\$ -	yes
Emily Jennings	Water	\$ -	yes
Jeffrey Sandberg	Water	\$ -	yes
Brian Balla	Water	\$ -	yes
Rhetta Drennan	Water	\$ -	yes
Teresa Black	Water	\$ -	yes
Gregory Sturbaum	Water	\$ -	yes

Benjamin Gossett	Water	\$ -	yes
John Popenuk	Water	\$ -	yes
Thomas Klutz	Water	\$ -	yes
Jamaal Folsom	Water	\$ -	yes
Kavita Heyn	Water	\$ -	yes
Liane Davis	Water	\$ -	yes
Douglas Wise	Water	\$ -	yes
Myla Thomas	Water	\$ -	yes
Scott Bradway	Water	\$ -	yes
Sarah Santner	Water	\$ -	yes
Gabriel Solmer	Water	\$ -	yes
Michael Stuhr	Water	\$ -	yes
Thomas Gilman	Water	\$ -	yes
Jeremiah Hess	Water	\$ -	yes
Walter Lewandowski	Water	\$ -	yes
Patrick Easley	Water	\$ -	yes
Keith Walker	Water	\$ -	yes
Margaret Kehrli	Water	\$ -	yes
Holly Walla	Water	\$ -	yes
Teresa Elliott	Water	\$ -	yes
Michael Saling	Water	\$ -	yes
Jodie Inman	Water	\$ -	yes
Yone Akagi	Water	\$ -	yes

Kimberly Gupta	Water	\$ -	yes
Roderick Allen	Water	\$ -	yes
Michael Angerinos	Water	\$ -	yes
Michelle Lostra	Water	\$ -	yes
Richard Seright	Water	\$ -	yes
Ann Levy	Water	\$ -	yes
David Barrigan	Water	\$ -	yes
Turner Harty	Water	\$ -	yes
Valerie Joerger	Water	\$ -	yes
Nancy Moeller	Water	\$ -	yes
Elliot Lisac	Water	\$ -	yes
Jan Warner	Water	\$ -	yes
Mary Leung	Water	\$ -	yes
Marsha Farooqui	Water	\$ -	yes
Richard Rice	Water	\$ -	yes
Jonathan Jaramillo-Figueroa	Water	\$ -	yes
James Wisner	Water	\$ -	yes
Beau Brown	Water	\$ -	yes
David Hernandez	Water	\$ -	yes
John Dilg	Water	\$ -	yes
David Syphard	Water	\$ -	yes
Nathaniel Burton	Water	\$ -	yes
Chris Redfield	Water	\$ -	yes

Winford Suell	Water	\$ -	yes
Russell Halverson	Water	\$ -	yes
Remani Mathew	Water	\$ -	yes
Stephen Kucas	Water	\$ -	yes
Marci Rees	Water	\$ -	yes
Janet Senior	Water	\$ -	yes
Charles Smith	Water	\$ -	yes
Rebecca Geisen	Water	\$ -	yes
Danny Allison	Water	\$ -	yes
Cecelia Huynh	Water	\$ -	yes
Ty Kovatch	Water	\$ -	yes
Edward Campbell	Water	\$ -	yes
Chris Wanner	Water	\$ -	yes
Kathryn Koch	Water	\$ -	yes
Jennifer Gardner	Water	\$ -	yes
Jaymee Cuti	Water	\$ -	yes
Emily Bahun	Water	\$ -	yes
James Griner	Water	\$ -	yes
Jennifer Eichler	Water	\$ -	yes
Dennis Hughes	Water	\$ -	yes
Ron Drath	Water	\$ -	yes
LeAnne Tumbaga	Water	\$ -	yes
Corbett White	Water	\$ -	yes

Kirk Nibler	Water	\$ -	yes
Roger Hediger	Water	\$ -	yes
Tenna White	Water	\$ -	yes
Jamie Seaquist	Water	\$ -	yes
Aaron Gooderham	Water	\$ -	yes
Roy Martinez	Water	\$ -	yes
Susan Bailey	Water	\$ -	yes
Tim Grandle	Water	\$ -	yes
Mark Filsinger	Water	\$ -	yes
Paul Ejgird	Water	\$ -	yes
Elizabeth Pape	City Auditor	\$ 0.01	yes
Shelli Tompkins	OMF-Bureau of Rev & Fin Svcs	\$ 0.01	yes
Raphael Haou	Transportation	\$ 0.01	yes
Kathleen Leatherbarrow	Water	\$ 0.01	yes
Sarah Covington	Environmental Services	\$ 0.05	yes
Bryan Pirrello	OMF-BTS	\$ 0.06	yes
Kandi Marks	Police	\$ 0.06	yes
Irma Castillo	Civic Life	\$ 0.07	yes
Patrick Darby	Environmental Services	\$ 0.07	yes
Emmanuel Amunga	OMF-Bureau of Rev & Fin Svcs	\$ 0.07	yes
Steven Blank	Parks	\$ 0.07	yes
Sara Asher	Water	\$ 0.07	yes
Mark Ross	Parks	\$ 0.08	no

Francis Skeels	Environmental Services	\$ 0.09	no
Stephanie Beckman	Development Services	\$ 0.12	no
Kidus Yared	Emergency Communications	\$ 0.12	yes
Brent Cline	Environmental Services	\$ 0.13	yes
Roy Lawson	Fire and Rescue	\$ 0.13	yes
Angela McCall	Police	\$ 0.13	yes
Arsenica Perez	Transportation	\$ 0.13	no
Brenda Fahey	Development Services	\$ 0.13	yes
Somer Erickson	Emergency Management	\$ 0.13	yes
Angela Henderson	Environmental Services	\$ 0.13	yes
Daniel Puha	Transportation	\$ 0.13	yes
Kai Snyder	Environmental Services	\$ 0.14	yes
Keegan Baun	Police	\$ 0.16	no
Kenneth Ackerman	Water	\$ 0.16	no
Lisa Howard	Environmental Services	\$ 0.17	yes
Kyanne Probasco	Water	\$ 0.17	yes
Michael Johnson	Housing	\$ 0.18	yes
Sarah Diffenderfer	OMF-Human Resources	\$ 0.20	yes
Steven Szigethy	Transportation	\$ 0.20	no
Robert Jackson	Police	\$ 0.21	no
Wayne Close	Transportation	\$ 0.24	no
Thanh Tran	Environmental Services	\$ 0.26	no
Frank Silva	Police	\$ 0.28	no

Stephanie Yao Long	Development Services	\$ 0.28	yes
Luu Huynh	OMF-Bureau of Rev & Fin Svcs	\$ 0.29	yes
Lisa Marolf	Environmental Services	\$ 0.31	no
Ronnessa Searle	Police	\$ 0.31	yes
Kenya Williams	Civic Life	\$ 0.33	yes
Alden Boetsch	Environmental Services	\$ 0.37	yes
James Brown	Environmental Services	\$ 0.38	yes
Norberto Adre	Transportation	\$ 0.38	yes
Elyse Rosenberg	OMF-BTS	\$ 0.39	yes
Patricia Pleune	Police	\$ 0.39	yes
Ashish Gupta	OMF-BTS	\$ 0.40	no
Michelle Meyer	Parks	\$ 0.41	yes
Raymond Galinat	Development Services	\$ 0.42	no
Bryan Aptekar	Parks	\$ 0.42	yes
Bonny Cushman	Water	\$ 0.42	yes
Cassandra Scholte	Development Services	\$ 0.44	yes
Stephen Bouffard	Parks	\$ 0.45	yes
Garrett Benson	OMF-Human Resources	\$ 0.46	no
Allison Parker	Parks	\$ 0.46	no
Jeffery Blade	OMF-Bureau of Rev & Fin Svcs	\$ 0.47	yes
Katelyn Bonn	Police	\$ 0.47	no
Joanne Johnson	Civic Life	\$ 0.48	no
Caitlin Burke	Civic Life	\$ 0.49	yes

DaVon Wilson-Angel	Emergency Management	\$ 0.49	yes
Jeanne-Marie Jeffrey	Transportation	\$ 0.50	no
Brandon Goldner	Civic Life	\$ 0.51	yes
Jonathan Lewis	OMF-BIBS	\$ 0.52	no
Earl Straley	Parks	\$ 0.54	no
Eric Hesse	Transportation	\$ 0.54	no
Manh Saechao	Transportation	\$ 0.54	yes
Laurel Motley	Transportation	\$ 0.54	yes
Phillip Marchbanks	OMF-BTS	\$ 0.55	yes
Kathleen Lyndon	Development Services	\$ 0.56	yes
Julia Thompson	Planning and Sustainability	\$ 0.57	no
Stacy Cowan	Government Relations	\$ 0.58	no
Sara Culp	Environmental Services	\$ 0.58	yes
Matthew Thorup	OMF-Bureau of Rev & Fin Svcs	\$ 0.58	no
Colleen Phillips	City Auditor	\$ 0.59	yes
Erminia Martinez	Police	\$ 0.62	yes
Elizabeth Hilt	Housing	\$ 0.63	yes
Carol Timper	OMF-Bureau of Rev & Fin Svcs	\$ 0.63	no
John Budke	Emergency Communications	\$ 0.64	yes
Terry Smith	OMF-BIBS	\$ 0.64	yes
Anna Cowen	OMF-BTS	\$ 0.64	yes
Emily Rochon	Police	\$ 0.64	yes
Douglas Jones	Environmental Services	\$ 0.65	no

Abiodun Emmy-Nwachukwu	Transportation	\$ 0.65	no
Ashly Hoffman	Transportation	\$ 0.66	yes
Allison Madsen	Transportation	\$ 0.66	yes
Thomas Rosewall	Parks	\$ 0.68	yes
Martin Secrist	Environmental Services	\$ 0.69	no
Tracy Rush	Transportation	\$ 0.70	no
Jonathan Miller	Police	\$ 0.71	yes
Kelsey Baleilevuka	Police	\$ 0.71	yes
Geethani Delgoda	Environmental Services	\$ 0.72	yes
Jeremy Van Keuren	Emergency Management	\$ 0.73	yes
Miranda Wood	Police	\$ 0.73	yes
Stephen Igarta	Transportation	\$ 0.75	no
Jane Marie Ford	City Budget Office	\$ 0.75	yes
Maija Spencer	Parks	\$ 0.75	yes
Christopher Cavanagh	OMF-BTS	\$ 0.76	yes
Jonna Papaefthimiou	Emergency Management	\$ 0.78	yes
Kapuanani Foster	Equity & Human Rights Office	\$ 0.79	yes
Ning Jiang	Environmental Services	\$ 0.81	yes
Jeffrey Cammack	Police	\$ 0.82	yes
Joseph Disciascio	Development Services	\$ 0.82	no
Jeff Winkler	OMF-BIBS	\$ 0.82	yes
Jonathan Simeone	Equity & Human Rights Office	\$ 0.84	no
Jenifer Johnston	Attorney	\$ 0.84	no

Eugenia Alexander	Police	\$ 0.86	yes
Terri Krueger	OMF-CAO	\$ 0.87	yes
Nicole Lara	OMF-CAO	\$ 0.88	yes
Alexandra Howard	OMF-CAO	\$ 0.89	no
Caryn Brooks	Fire and Rescue	\$ 0.90	yes
Lisa Timmerman	Planning and Sustainability	\$ 0.91	no
Caitlyn Atwood	Police	\$ 0.92	yes
Stefania Holstun	Attorney	\$ 0.93	no
Jana Gerow	OMF-BIBS	\$ 0.99	no
Victoria Rice	OMF-BTS	\$ 1.00	no
Lindsay Barnes	Development Services	\$ 1.02	no
Catherine Kicza	OMF-Human Resources	\$ 1.03	yes
Elizabeth Benton	Development Services	\$ 1.03	no
Bimal RajBhandary	Housing	\$ 1.03	yes
Katherine Kestell	City Auditor	\$ 1.04	no
Amy Cornell	OMF-BTS	\$ 1.05	yes
Veronica Ferguson	Environmental Services	\$ 1.05	no
Kendall Rudolph	Development Services	\$ 1.06	no
James Apple	OMF-BTS	\$ 1.07	no
Peter Hesford	Environmental Services	\$ 1.08	yes
Theodore Goff	Transportation	\$ 1.08	yes
Tressa Barclay	OMF-Bureau of Rev & Fin Svcs	\$ 1.08	no
Mauricio Leclerc	Transportation	\$ 1.09	no

Martha Prinz	City Auditor	\$ 1.11	yes
Karen Guillen-Chapman	Planning and Sustainability	\$ 1.11	yes
Michael Boyer	Parks	\$ 1.12	yes
Andrew Pease	City Auditor	\$ 1.14	no
Jeffrey Van Kent	Civic Life	\$ 1.14	yes
Antonina Pattiz	Transportation	\$ 1.15	no
Keren Ceballos	Emergency Communications	\$ 1.15	yes
Ryan Curren	Planning and Sustainability	\$ 1.15	yes
Brian Pham	Environmental Services	\$ 1.16	yes
James Gibbons	OMF-BIBS	\$ 1.18	no
Marybeth Elmes	Transportation	\$ 1.18	yes
Rachel Mortimer	City Auditor	\$ 1.20	yes
Gary Datka	Parks	\$ 1.20	yes
Mieke Keenan	Development Services	\$ 1.20	yes
Jessica Terlikowski	Environmental Services	\$ 1.20	yes
Charles Smith	Police	\$ 1.21	yes
Luis Perez	Police	\$ 1.21	yes
Ira Hill	Transportation	\$ 1.21	yes
Diane Dulken	Environmental Services	\$ 1.22	yes
Erin Poole	OMF-BTS	\$ 1.23	no
Eli Rosborough	Environmental Services	\$ 1.24	yes
Kelly Peterson	Development Services	\$ 1.25	no
Robert George	Environmental Services	\$ 1.25	no

Paula Peterson	OMF-BIBS	\$ 1.26	yes
Jamila Meeks	Water	\$ 1.26	yes
Grant Morehead	Transportation	\$ 1.28	no
Karl Dinkelspiel	Housing	\$ 1.28	yes
Nanci Klinger	Attorney	\$ 1.32	no
Mathew Berkow	Transportation	\$ 1.32	yes
Lisa Gill	Development Services	\$ 1.33	no
Kristin Johnson	OMF-CAO	\$ 1.33	yes
Ashley Lancaster	Police	\$ 1.33	yes
Pamela Degler	Attorney	\$ 1.33	no
Lindsey Maser	Planning and Sustainability	\$ 1.33	yes
Bobby Daniels	Housing	\$ 1.34	no
Kimberly Epling	OMF-Human Resources	\$ 1.36	no
Christian Peterson	Police	\$ 1.36	yes
Rebecca McKechnie	OMF-Human Resources	\$ 1.37	yes
Travis Hardaker	Transportation	\$ 1.39	no
Theresa Suico	Development Services	\$ 1.39	yes
Timothy Morris	Development Services	\$ 1.42	no
Justin Buchanan	Transportation	\$ 1.42	yes
Pamela Davis	OMF-Human Resources	\$ 1.43	no
Sean O'Reilly	Transportation	\$ 1.43	yes
Terrol Johnson	OMF-Human Resources	\$ 1.43	yes
Frank James	Parks	\$ 1.44	yes

Sherree Matias	City Auditor	\$ 1.45	yes
Joshua McNeal	City Auditor	\$ 1.46	no
Kara Fioravanti	Development Services	\$ 1.46	no
Alexandra Martin	City Budget Office	\$ 1.47	no
Ethan Cirno	OMF-CAO	\$ 1.48	yes
Russell Kreis	Transportation	\$ 1.48	yes
Mychal Tetteh	Transportation	\$ 1.49	yes
Julie Baggs	Fire and Rescue	\$ 1.50	no
Risa Williams	OMF-Human Resources	\$ 1.50	no
Suzanne Lindstrom	OMF-Human Resources	\$ 1.51	yes
Scott Domine	Parks	\$ 1.51	no
Muriel Gueissaz-Teufel	Environmental Services	\$ 1.52	yes
Michael Williams	Transportation	\$ 1.52	yes
Dawn Cheek	Water	\$ 1.52	yes
David Evonuk	Water	\$ 1.52	yes
Timothy Collins	Water	\$ 1.52	yes
Kimberely Patterson	Transportation	\$ 1.53	yes
Sharon Nickleberry Rogers	OMF-Bureau of Rev & Fin Svcs	\$ 1.54	no
Cori Wiessner	Transportation	\$ 1.54	no
Ryan Hughes	Transportation	\$ 1.54	yes
Kerry Anderson	Parks	\$ 1.55	yes
Nancy Hendrickson	Environmental Services	\$ 1.57	no
James Bryant	Development Services	\$ 1.60	no

Timothy Pittman	Transportation	\$ 1.61	no
Paula Wendorf	OMF-Bureau of Rev & Fin Svcs	\$ 1.61	yes
Peter Grabowski	Planning and Sustainability	\$ 1.62	yes
Lisa Perry	Transportation	\$ 1.63	yes
Janell Piercy	Development Services	\$ 1.65	no
Corrina Rodriguez	Water	\$ 1.66	yes
Ashley Carter	Attorney	\$ 1.67	no
Peter Maris	Development Services	\$ 1.68	yes
Aubrey Perry	Police	\$ 1.69	no
Jake Sigler	Fire and Rescue	\$ 1.70	yes
Robert Pyle	Environmental Services	\$ 1.73	no
Jason Perkins	OMF-BIBS	\$ 1.73	no
Peter Abrams	Environmental Services	\$ 1.77	yes
Lisa Tyler	Parks	\$ 1.79	yes
Hector Dominguez Aguirre	Planning and Sustainability	\$ 1.80	yes
Tawnya Harris	OMF-BIBS	\$ 1.80	no
Jeremy Hunt	OMF-BIBS	\$ 1.81	no
Judy Baker-Johnson	OMF-Human Resources	\$ 1.84	yes
Tamara Mayer	Police	\$ 1.84	yes
Thea Kuticka	Transportation	\$ 1.84	yes
Catherine Antisdel	Parks	\$ 1.85	yes
Nicole Powell	Transportation	\$ 1.86	no
Fritz Johnson	Planning and Sustainability	\$ 1.86	yes

Andreea Codorean	Emergency Communications	\$ 1.88	yes
Georgia West	Civic Life	\$ 1.88	yes
Mandi Hood	Equity & Human Rights Office	\$ 1.88	yes
Jennifer Hollandsworth Reed	Police	\$ 1.89	no
Pauline Goble	OMF-BIBS	\$ 1.91	yes
Geraldene Moyle	OMF-CAO	\$ 1.91	yes
Asha Bellduboset	City Budget Office	\$ 1.91	yes
Anthony Locke	OMF-CAO	\$ 1.92	yes
Emily Craig	OMF-Human Resources	\$ 1.92	yes
David Galat	Transportation	\$ 1.96	no
Melissa Walton Hendricks	OMF-BIBS	\$ 1.97	yes
Toni Severe Marcelin	OMF-Bureau of Rev & Fin Svcs	\$ 1.98	yes
Sarah Huggins	Parks	\$ 1.99	yes
Kyle DeHart	Parks	\$ 1.99	yes
Ay Saechao	OMF-Bureau of Rev & Fin Svcs	\$ 2.00	no
Jason Shepard	Transportation	\$ 2.01	yes
Robert Eichler	Transportation	\$ 2.01	yes
Jessica Bird	OMF-BIBS	\$ 2.02	no
Kyle O'Brien	Development Services	\$ 2.02	yes
Anthony Andersen	Water	\$ 2.02	yes
Annette Steele	Planning and Sustainability	\$ 2.03	yes
Eric Brennecke	Environmental Services	\$ 2.03	yes
Robert Cozzi	Environmental Services	\$ 2.04	yes

Nichole Gamell	Parks	\$ 2.04	yes
Christopher Rawlins	Transportation	\$ 2.04	yes
Kari Koch	Civic Life	\$ 2.06	yes
David Grindstaff	Parks	\$ 2.07	no
Jennifer Bildersee	Environmental Services	\$ 2.07	yes
Gregory Isaacson	Parks	\$ 2.07	yes
Ashley Horne	Civic Life	\$ 2.08	yes
Norah Beech	OMF-Bureau of Rev & Fin Svcs	\$ 2.08	yes
Dorothy Elmore	OMF-BIBS	\$ 2.09	yes
Rachel Piazza	Environmental Services	\$ 2.09	yes
Natasha Lipai	Parks	\$ 2.10	yes
Providance Nagy	Transportation	\$ 2.10	yes
Daniel Simon	Attorney	\$ 2.11	no
Kenneth Sisneros	OMF-Human Resources	\$ 2.12	no
Susan Parsons	City Auditor	\$ 2.15	yes
Jennifer Farres	Police	\$ 2.16	yes
Eric Berry	City Auditor	\$ 2.17	yes
Sarah Figliozi	Transportation	\$ 2.18	yes
Christian Scott	Transportation	\$ 2.19	no
Douglas Stewart	Water	\$ 2.19	yes
Alexandra Meek	Community Technology	\$ 2.20	yes
Amelia Andrews	Police	\$ 2.20	yes
Patricia Barrera	Police	\$ 2.20	yes

Joseph Shoemaker	Development Services	\$ 2.22	no
Stacy Hibbard	Environmental Services	\$ 2.22	no
Michael Grosso	Parks	\$ 2.22	no
Catherine Cunan	Environmental Services	\$ 2.23	yes
Angela Tran	Emergency Communications	\$ 2.23	yes
Megan Greenauer	Development Services	\$ 2.25	no
Colleen Harold	Environmental Services	\$ 2.28	yes
Tammy Croll	Development Services	\$ 2.29	no
Shannon Carney	City Budget Office	\$ 2.31	yes
Jennifer Li	Community Technology	\$ 2.31	no
Penelope Luedtke	OMF-BIBS	\$ 2.32	yes
Laura Niemi	Parks	\$ 2.32	yes
Gwendolynn Amsbury	City Auditor	\$ 2.33	no
Shelley Pendergrass	Parks	\$ 2.33	no
Andrea Damewood	City Auditor	\$ 2.34	yes
Christa Shier	Environmental Services	\$ 2.35	no
Victor Salinas	Civic Life	\$ 2.36	no
Amie Massier	Parks	\$ 2.36	yes
Kathleen Faris	Environmental Services	\$ 2.38	yes
Jeanna Shephard	Environmental Services	\$ 2.38	yes
Darrel Hart	Fire and Rescue	\$ 2.38	yes
Sharon Miller	FPDR	\$ 2.38	yes
Neelam Jain	Water	\$ 2.38	yes

Carrie Popenuk	Water	\$ 2.38	yes
Nathan Jefcoat	Water	\$ 2.39	no
Robert Cheney	City Budget Office	\$ 2.43	no
Slavica Jovanovic	Police	\$ 2.44	yes
Aaron Fox	Emergency Management	\$ 2.48	yes
Angela Carkner	Emergency Management	\$ 2.48	yes
Tammi Weiss	Police	\$ 2.50	no
Pamela Mavis	Environmental Services	\$ 2.51	yes
Arthur Hendricks	Parks	\$ 2.52	yes
Becky Anicker	Water	\$ 2.53	yes
Alisa Kane	Planning and Sustainability	\$ 2.54	no
Michael Wong	Fire and Rescue	\$ 2.54	yes
Rhonda Anderson	Environmental Services	\$ 2.56	yes
Pablo Chauvin	OMF-BTS	\$ 2.57	no
Katherine Labadie	Water	\$ 2.62	yes
Yung Ouyang	City Budget Office	\$ 2.64	yes
Aaron Rivera	OMF-CAO	\$ 2.65	yes
Alexander Bejarano	Transportation	\$ 2.66	yes
James Webb	Police	\$ 2.68	yes
Kalin Kelley	Water	\$ 2.70	yes
Jamie Sandness	Parks	\$ 2.71	yes
Thomas Armstrong	Planning and Sustainability	\$ 2.71	yes
Juliette Muracchioli	Civic Life	\$ 2.72	yes

Paula O'Neal	Police	\$ 2.72	yes
Benjamin Fitch	Environmental Services	\$ 2.74	yes
Josephine Kostylo	Parks	\$ 2.74	yes
Elizabeth Gerritsen	Police	\$ 2.76	yes
Amourie Downing	Parks	\$ 2.77	no
Sandra Wood	Planning and Sustainability	\$ 2.77	yes
Linda Goheen	Transportation	\$ 2.77	yes
Cydney Khan	Parks	\$ 2.77	no
Timothy McCormack	OMF-BIBS	\$ 2.78	no
Celita Holt	OMF-Bureau of Rev & Fin Svcs	\$ 2.78	no
Jennifer Clodius	OMF-CAO	\$ 2.78	yes
Michelle DePass	Housing	\$ 2.82	yes
Deborah Scroggin	City Auditor	\$ 2.83	yes
Mary Twohy	Transportation	\$ 2.84	yes
Joseph Tursi	Environmental Services	\$ 2.85	no
Michelle Roach	Transportation	\$ 2.85	yes
Kyle Stephens	Environmental Services	\$ 2.86	no
Natalie Didion	Development Services	\$ 2.87	no
Christina Coursey	Civic Life	\$ 2.87	yes
Alicia Hammock	Parks	\$ 2.87	yes
Tyler Dice	Community Technology	\$ 2.88	no
Loan Tran	OMF-Human Resources	\$ 2.88	no
Leesha Posey	Planning and Sustainability	\$ 2.89	yes

Gayla Jennings	City Auditor	\$ 2.92	yes
Matthew Gough	Environmental Services	\$ 2.92	yes
Erin Mick	Water	\$ 2.92	yes
Steven Fisher	Transportation	\$ 2.93	yes
Andrew Shearer	Police	\$ 2.94	no
Seth Kabala	OMF-Bureau of Rev & Fin Svcs	\$ 2.98	yes
Mary Hartshorn	Civic Life	\$ 2.98	no
Calvin Menegassi	Transportation	\$ 2.99	yes
Kyle Ricciotti	Parks	\$ 2.99	yes
Chris Dornan	Planning and Sustainability	\$ 3.00	yes
Kaitlin Lovell	Environmental Services	\$ 3.02	yes
Lucas Hillier	OMF-BIBS	\$ 3.02	yes
Brian Johnson	Transportation	\$ 3.02	no
Grace Labrador-Hallett	Equity & Human Rights Office	\$ 3.06	yes
Brenda Beyers	OMF-BTS	\$ 3.07	yes
Jennifer Trimm	Parks	\$ 3.08	no
Darrin Kazlauskas	Police	\$ 3.08	yes
William Crawford	Parks	\$ 3.09	no
Colleen Mossor	Transportation	\$ 3.12	yes
Joy Crays	Water	\$ 3.12	yes
Joseph Eddings	Community Technology	\$ 3.15	yes
Andrea Marquez	Civic Life	\$ 3.20	yes
Julie Crisp	OMF-Bureau of Rev & Fin Svcs	\$ 3.21	yes

Steven Kass	Development Services	\$ 3.22	no
Martha Calhoon	Housing	\$ 3.24	no
Ronnie Mompellier	Environmental Services	\$ 3.24	yes
Jody Halia	Police	\$ 3.24	yes
Michael Carr	Parks	\$ 3.28	yes
Francisca Garfia	OMF-CAO	\$ 3.31	no
Joshua Wells	Parks	\$ 3.34	yes
Mary Kapelczak	OMF-Bureau of Rev & Fin Svcs	\$ 3.40	yes
Cary Coker	Parks	\$ 3.48	yes
Kimie Ueoka	Civic Life	\$ 3.49	yes
Josafat Marco Mejia Yopez	Civic Life	\$ 3.51	no
Sheila Parrott	Transportation	\$ 3.57	yes
Kathryn Doherty-Chapman	Transportation	\$ 3.59	yes
William Threewitt III	Transportation	\$ 3.61	no
Ciji Shelton	Parks	\$ 3.64	yes
Kristin Anderson	Water	\$ 3.67	yes
Richard Newlands	Transportation	\$ 3.68	yes
Anais Keenon	OMF-Human Resources	\$ 3.69	yes
Ken Rumbaugh	Parks	\$ 3.69	no
Kathleen Selvaggio	Transportation	\$ 3.71	yes
Anne Hogan	OMF-Human Resources	\$ 3.82	yes
Shannon Milliman	Environmental Services	\$ 3.84	no
Keesha Wallace	Development Services	\$ 3.88	yes

Alfredo Gonzalez	Planning and Sustainability	\$ 3.91	yes
Shawn Lindsey	Parks	\$ 3.95	no
Danita Henry	Water	\$ 3.95	yes
Heidi Brown	Attorney	\$ 3.96	no
Trisha Schultz	Planning and Sustainability	\$ 3.96	yes
Anna Buckley	Water	\$ 3.98	yes
Carol Stahlke	Water	\$ 3.98	yes
Emily Covelli	Police	\$ 4.01	yes
Robert McIntire	Transportation	\$ 4.06	no
Heather McKenna	Environmental Services	\$ 4.06	yes
Christina Suto	Water	\$ 4.06	yes
Alison Belter	Development Services	\$ 4.07	yes
Anthony Thurmond	Water	\$ 4.07	yes
Alicia Gruber	Transportation	\$ 4.08	yes
John Wheeler	Transportation	\$ 4.09	no
Lynette Brown	Transportation	\$ 4.09	no
Lisa Vanlue	OMF-Bureau of Rev & Fin Svcs	\$ 4.10	no
Luke Mason	Development Services	\$ 4.12	no
Adrienne Brown-Dunn	OMF-Bureau of Rev & Fin Svcs	\$ 4.14	no
Renee Mako	Police	\$ 4.16	yes
Nicholas Ferrua	Police	\$ 4.16	yes
Nathan Leamy	Transportation	\$ 4.17	no
Mary Strayhand-Preston	OMF-Human Resources	\$ 4.18	no

Sophia AbuDakar	Environmental Services	\$ 4.18	yes
Janet Storm	OMF-CAO	\$ 4.18	yes
William Warren	OMF-BIBS	\$ 4.21	yes
Leigh Wheeler	Development Services	\$ 4.23	yes
Christine Pierce	Development Services	\$ 4.27	no
Michael Summerson	Police	\$ 4.28	yes
Geronimo Umali	OMF-BIBS	\$ 4.28	no
Garland Brown II	Parks	\$ 4.29	no
Lisa Shaw	Police	\$ 4.30	no
Bruce McClelland	Environmental Services	\$ 4.32	no
Michael Crebs	Transportation	\$ 4.33	yes
Penelope Milton	Water	\$ 4.35	no
Sabrina Wilson	Civic Life	\$ 4.37	yes
Crystal Smith	Water	\$ 4.38	yes
Craig Ward	Parks	\$ 4.40	no
Katherine Couch	Civic Life	\$ 4.41	yes
Angel Rogers	Transportation	\$ 4.42	yes
Michelle Rodriguez	Civic Life	\$ 4.47	yes
Andrew Amato	Parks	\$ 4.48	no
Shoshana Cohen	Transportation	\$ 4.48	yes
Christopher Wier	Transportation	\$ 4.48	no
Thomas Henn	Parks	\$ 4.49	yes
Michael Anderson	Transportation	\$ 4.50	yes

Sherri Peterson	Environmental Services	\$ 4.53	yes
Robert Donaldson	Parks	\$ 4.55	no
Julian Massenburg	OMF-CAO	\$ 4.55	yes
Edina Na-SongKhla	Police	\$ 4.55	yes
Raul Torres	Development Services	\$ 4.57	yes
Kimberly Anderson	Water	\$ 4.61	yes
Melinda Bullen	Water	\$ 4.64	no
David Kuhnhausen	Development Services	\$ 4.67	no
Sarah Kautter	Parks	\$ 4.69	yes
Dan Douthit	Emergency Management	\$ 4.71	yes
Diane Parke	Development Services	\$ 4.71	no
Adrienne Aiona	Environmental Services	\$ 4.71	yes
Susan Meamber	Water	\$ 4.73	yes
Mark Williams	Transportation	\$ 4.75	yes
Kyle Diesner	Planning and Sustainability	\$ 4.76	yes
Michael Johnson	City Auditor	\$ 4.80	no
David Tebeau	Development Services	\$ 4.83	no
William Beamer	Planning and Sustainability	\$ 4.86	yes
Maxine Lloyd	FPDR	\$ 4.88	yes
Adam McGowan	Parks	\$ 4.91	no
Curtis Scott	Parks	\$ 4.95	yes
Chris Corr	Development Services	\$ 5.01	yes
Jennifer Birt	Parks	\$ 5.12	no

Jaspreet Chahal	Civic Life	\$ 5.12	yes
Aymie Reynolds	OMF-BIBS	\$ 5.12	yes
Todd Tschida	OMF-BIBS	\$ 5.13	no
Sarah Messier	Water	\$ 5.13	yes
Rodrigo Morales	OMF-Human Resources	\$ 5.15	no
Kristan Burkert	Environmental Services	\$ 5.19	yes
Phuong Ta	OMF-Human Resources	\$ 5.19	no
Andrea Barraclough	Attorney	\$ 5.21	no
Condry Robbins	Equity & Human Rights Office	\$ 5.24	yes
Daniel Grady	Planning and Sustainability	\$ 5.26	no
Kathleen Roske	Transportation	\$ 5.27	yes
Devin Busby	City Auditor	\$ 5.30	no
Carol Cruzan	OMF-Human Resources	\$ 5.35	yes
Michelle Ladd	OMF-BIBS	\$ 5.42	yes
Leslie Hardgrove	OMF-Bureau of Rev & Fin Svcs	\$ 5.42	yes
Ryan Lee	Police	\$ 5.42	yes
Michael Ridenour	Police	\$ 5.45	yes
Andrea McCracken	OMF-Bureau of Rev & Fin Svcs	\$ 5.46	no
Som Subedi	Parks	\$ 5.53	yes
Hannah Schafer	Transportation	\$ 5.54	yes
Karren Bond	OMF-Bureau of Rev & Fin Svcs	\$ 5.54	no
Christopher Spencer	Transportation	\$ 5.55	no
Allison Prasad	OMF-Human Resources	\$ 5.61	yes

Lory Kraut	Attorney	\$ 5.65	no
Christine Kendrick	Planning and Sustainability	\$ 5.66	yes
Miranda Sandi	OMF-BIBS	\$ 5.66	yes
Troy Wakefield	Transportation	\$ 5.66	yes
Emily Mavraganis	OMF-Human Resources	\$ 5.77	yes
Matt Weatherly	Water	\$ 5.82	yes
Shannon Reynolds	Environmental Services	\$ 5.88	yes
Janie Garcilazo	Environmental Services	\$ 5.93	yes
Mara Cogswell	Parks	\$ 5.99	yes
John Maloney	Environmental Services	\$ 6.06	yes
Faith Winegarden	Transportation	\$ 6.19	yes
Erika Nebel	Transportation	\$ 6.42	yes
Darryl Godsby	Development Services	\$ 6.44	no
Karen Bradley	Water	\$ 6.47	no
Aubrey Lindstrom	Transportation	\$ 6.71	yes
Matthew Erickson	Transportation	\$ 6.73	yes
MaOxford Lerotholi	Parks	\$ 6.76	yes
Kaori Liebhardt	Parks	\$ 6.78	yes
Kristine Irvine	Transportation	\$ 6.86	yes
Harold Rushing	OMF-BIBS	\$ 6.96	yes
Judy Prosper	Attorney	\$ 7.07	no
Melanie Gualotunia	Environmental Services	\$ 7.13	yes
Cindi Lombard	Water	\$ 7.13	yes

Cierra Maceo	Parks	\$ 7.17	yes
William Martin	Transportation	\$ 7.26	yes
Amanda Romero	Planning and Sustainability	\$ 7.29	yes
Linda Erlandsen	OMF-Human Resources	\$ 7.41	yes
Joshua Gregor	OMF-CAO	\$ 7.42	yes
Aristanto Bayu Aji	Transportation	\$ 7.42	yes
Angelique Tomlinson	Development Services	\$ 7.50	yes
Karen Burnett	Parks	\$ 7.58	yes
Daniel Cote	Development Services	\$ 7.78	no
Ross Jonak	Development Services	\$ 8.05	yes
Michael Ciolli	Environmental Services	\$ 8.06	no
Lee Tumminello	Environmental Services	\$ 9.31	yes
Stephen Himes	Environmental Services	\$ 9.47	yes
James Taylor	Water	\$ 9.48	no
Joshua Crain	Transportation	\$ 9.78	yes
Kita Xayachack Fraser	OMF-Bureau of Rev & Fin Svcs	\$ 9.78	yes
Gregory Espinosa	Fire and Rescue	\$ 16.32	yes
Vincent Wilson	Fire and Rescue	\$ 16.32	yes
Donald Kelly	Fire and Rescue	\$ 16.32	yes

From: [Summers-McGee, Serilda](#)
To: [Non-Rep Employees](#)
Cc: [City Elected Officials](#); [City Elected Officials Exec"s](#)
Subject: Pay Equity Council Session Update
Date: Tuesday, January 8, 2019 5:38:35 PM

Hello,

Today, City Attorney Reeve and I led a work session with the Mayor and City Council about how the implementation of law affected all of you, what the new Pay Equity law means for the City of Portland, our compliance with the law, and next steps moving forward.

Here are highlights from the session:

1. **Council approved our request to lift the administrative freeze**, referred to in previous communications as "Red Circling". Merit increases and other compensation actions will be processed with a retroactive date if appropriate.
2. To ensure the City remains in compliance with the new Pay Equity law, BHR has been directed by Council to create a Citywide performance management system that we will use for all incoming evaluations and merit increases. The City Attorney's Office and BHR have drafted and submitted a Council resolution with a new, City-wide performance evaluation structure and we have requested our resolution be placed on the Council agenda next Wednesday, January 16, 2019.

How this information impacts you:

If you have a merit increase that is at BHR and has not yet been processed, **we will process your increase after Council reviews and votes on the new, City-wide performance evaluation structure.** If that new structure is approved by Council, we will work directly with all managers and employees to place their pending and upcoming performance evaluations into the new, City-wide performance evaluation structure and process your increase retro to the appropriate date.

No one's merit increase will be changed due to this new, City-wide performance evaluation structure. No one's compensation will be adversely impacted. Lastly, BHR is prioritizing the processing of all evaluations and merit increases that have been submitted to BHR and are not yet being processed until after the Council vote next week.

If the City-wide performance evaluation structure is approved by Council, BHR will provide a detailed overview of the new structure, instructions, and support for managers and employees as we engage with this new system.

Moving forward, I will update you as we receive new direction and approvals from Council regarding this matter.

Serilda

Serilda Summers-McGee, MBA, M.Ed
Chief Human Resources Officer
Ph: 503.823.5219 | Fax: 503.823-4156



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From: [Summers-McGee, Serilda](#)
To: [Non-Rep Employees](#)
Subject: Pay Equity Frequently Asked Questions
Date: Thursday, January 10, 2019 5:05:16 PM
Attachments: [Pay Equity FAQ.DOCX](#)

Hello Everyone,

As part of my communications to you last week about pay equity, I told you we would collect questions and provide an FAQ today. I have attached and added to the body of this e-mail our responses to the Frequently Asked Questions we gathered about pay equity and how the new law affects you. We will continue to keep you informed as we receive new information.

Pay Equity FAQ

What is the Oregon Equal Pay Act of 2017?

The Pay Equity law prohibits pay discrimination on the basis of: race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Effective January 1, 2019 It also created new compliance obligations for all Oregon employers.

How is Pay Equity different than the non-represented class comp study?

The class comp study re-classified comparable work within pay grades. It also developed pay ranges within the pay grades based upon comparable work in other demographic areas and other public-sector jurisdictions. The class comp study did not measure whether your pay was equal to all other City employees doing comparable work, with similar experience and education.

How was the Pay Equity Analysis conducted?

The pay equity law allows an employer to consider any one, or a combination, of the following factors in determining compensation: (a) A seniority system; (b) A merit system; (c) A system that measures earnings by quantity or quality of production, including piece-rate work; (d) Workplace locations; (e) Travel, if travel is necessary and regular for the employee; (f) Education; (g) Training; (h) Experience.

The City Attorney's Office and the Bureau of Human Resources worked together to determine which of the foregoing factors were relevant for the City's initial pay equity analysis. The five factors selected were travel, education, training, experience and seniority (length of service with the City). Once these factors were identified, the City Attorney's Office worked with BHR to develop a survey to gather information from non-represented employees for the analysis. After gathering the data, the information was shared with the expert statistician retained by the City Attorney's Office. The City also provided the statistician with data regarding employees' length of service with the City and pay. Merit was not considered for this study because the City does not have a consistent merit system – that is, bureaus have varying merit systems, but the City has employees citywide who perform work of comparable character. Two other factors were not deemed relevant for this analysis, namely a system that measures earnings by quantity or quality of production and workplace locations.

The City identified employees performing work of comparable character for the statistician and did so by using the former City classification specifications because they were in effect

during most of the relevant period and allowed for a more specific look at the work of comparable character. The statistician used the data from the City to assess the relationship between each factor (travel, education, training, experience, and length of service with the City) and pay. A close relationship between the factors and pay meant the City has in practice, used this factor more heavily in determining pay. A distant relationship between the factor and pay shows that the factor has not influenced pay as heavily. The closer the relationship between the factor and pay, the greater the influence of that factor.

The statistician used multiple regression analysis to create a model that combined the factors based on their influence. The model produced an explainable wage (referenced in the study as a “justified wage”). An explainable (or justified) wage is simply one that is best explained by the combined factors based on their influence. The City then reviewed the results and in some instances did further analysis to evaluate whether employees with large wage anomalies were in fact performing work of comparable character.

The pay equity study and further analysis revealed that some employees with similar factors were being paid less than the explainable wage, while others were being paid more. Since an employer cannot reduce pay to gain compliance with the law, the City increased the pay of employees with similar bona fide factors who perform work of comparable character to the level of the highest paid employee.

What is work of a comparable character?

Work that requires substantially similar knowledge, skill, effort, responsibility and working conditions.

Why did some employees receive an increase and others did not?

When it was found that two employees were doing work of a comparable character and any difference in pay could not be explained by the above factors, the City increased the lower paid employee’s wage as appropriate.

What were some reasons for the historical pay differences?

Prior to January 1, 2019, employers could legally use additional factors to explain pay differences. Employees hired to do similar work may have been paid differently due to economic factors at the time of their hire (e.g. recession). Employees promoted from within the City may have been paid differently than employees hired from outside the City because of compensation limits in place for promotions.

Why were employees’ pay frozen?

The decision to “red-circle” employees was a temporary measure to maintain salary adjustments until the City Attorney’s Office and BHR had a chance to meet with Council to determine how to remain compliant with the new pay equity law moving forward. The City Attorney’s Office and BHR met with City Council this past Tuesday (January 8th) and Council approved our request to lift the freeze (red-circle). Merit increases, and other compensation actions will be processed with a retroactive date as appropriate.

What are the next steps?

To ensure the City remains in compliance with the new Pay Equity law, BHR has been directed by Council to create a Citywide performance management system that we will use for all incoming evaluations and merit increases. The City Attorney’s Office and BHR have drafted and submitted a Council resolution with a new, City-wide performance evaluation

structure and we have requested our resolution be placed on the Council agenda next Wednesday, January 16, 2019.

Serilda Summers-McGee

Chief Human Resources Officer

Ph: 503.823.5219 | Fax: 503.823-4156



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From: [Summers-McGee, Serilda](#)
To: [Non-Rep Employees](#)
Subject: Pay Equity Context and Next Steps
Date: Thursday, January 3, 2019 11:31:38 AM

Hello Everyone,

Recently, you received an email message from BHR about your pay rate. The City Attorney and BHR worked together to provide language that will keep the City compliant with state law. I'd like to provide some background on the process.

On January 1, 2019 amendments to the Pay Equity Bill expanded pay equity protection to all who work in the State of Oregon, creating new obligations for the City of Portland as an organization and employer.

The City Attorney's Office has worked carefully to understand the impacts of this legislation to ensure the City is compliant with the law. BHR supported this process by hiring an external statistician to perform an analysis of the data you, City of Portland employees, provided in last year's Pay Equity Survey and SAP data. Based on BHR's data analysis and the City Attorney's Office legal advice and counsel, decisions about current employee's compensation were made, under what circumstances an employee's compensation would be "red-circled", and whether an employee's pay should be increased. BHR staff then implemented these decisions.

I hear your concern about being "red-circled" (I, too, was red-circled). The decision to "red-circle" employees was a temporary measure to maintain salary adjustments until the City Attorney's Office and BHR has a chance to meet with Council to determine how to remain compliant with the new pay equity law moving forward. The City Attorney's Office and BHR will be meeting with City Council next week to discuss pay equity and we will keep you abreast of the next steps.

Additionally, you should also know that Pay Equity and the recent Non-Represented Classification Study are two separate processes. The emails you received do not impact your allocations within the Study.

Several people have asked how pay can be increased AND red-circled at the same time. First, it is important to restate how the "justified salary" was determined. This was done by comparing your pay with other employees doing work of comparable character with your same "bona fide factors" like seniority, experience, education and merit. During the analysis, some employees were shown to be paid above the "justified salary". Individuals who were not paid at the higher rate received pay increases to match the employees who were paid more. This method ensured pay was equitable, even if it was more than the calculated "justified salary". Any person whose rate of pay was measured to be above the "justified salary" was red-circled.

We understand that it would have been better to have more time and provide you with more information before the pay equity decision emails were sent out. BHR staff were literally working up to the last minute to implement the changes before midnight, December 31st. That said, you told us you wanted more transparency, more consistency, and more proactive approaches to the services we provide. We know this process did not meet those expectations.

IN summary, Next Steps:

- The City Attorney's Office and BHR will discuss impacts of the law and employee

concerns with City Council. We will communicate an update to all affected employees soon thereafter.

- Please send your questions/comments to your bureau's HR Business Partners and we will distribute concerns to appropriate stakeholder groups. An FAQ will be available and emailed to all non-represented employees by end of day on Thursday, January 10, 2019.

We will be in touch again soon.

Serilda Summers-McGee

Chief Human Resources Officer

Ph: 503.823.5219 | Fax: 503.823-4156



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From: [Wheeler, Mayor](#)
To: [Citywide All Employees Distribution List](#)
Subject: Letter to Non-Represented City Employees on Pay Equity
Date: Tuesday, January 8, 2019 9:36:47 AM
Attachments: [image001.png](#)

Please see the email below, which was sent out yesterday to the Non-Represented Employees distribution list from the City Council but did not go through due to a technical error. I apologize for the error and that we weren't able to get the email to you sooner. Please feel free reach out if you have any questions.

Kristin Dennis
Interim Chief of Staff to Mayor Ted Wheeler

From: Wheeler, Ted
Sent: Monday, January 07, 2019 5:09 PM
To: Non-Rep Employees <Non-RepEmployees@portlandoregon.gov>
Cc: City Bureau Directors <CitywideBurDirDistList@portlandoregon.gov>; Council Chiefs of Staff <CouncilChiefs@portlandoregon.gov>; Dennis, Kristin <Kristin.Dennis@portlandoregon.gov>
Subject: Non-Represented City Employees Pay Equity Letter



Dear Non-Represented City Employees,

In 2017, the Oregon Legislature passed, and Governor Brown signed the Equal Pay Act. The legislation requires Oregon employers to guarantee pay equity. Pay equity is an important principle that progressive leaders have been working to advance for many years.

BHR and the City Attorney's Office put together a strategy intended to advance pay equity and ensure full compliance with the law. We all support the principal of equal pay for equal work and look forward to establishing a better, easier to understand compensation system that will apply to all non-represented city employees.

However, this strategy had to be implemented quickly, had a significant budget impact, and was poorly communicated to those it directly affected. The most concerning aspect of the implementation of our pay equity strategy is that many valued employees were informed that they are "red circled" and are no longer eligible for merit increases or cost of living adjustments to their salaries. This was a temporary measure but that was not clear from the

communication you received.

On Tuesday, we will hold a work session to discuss these measures and chart a course that holds true to our commitment to compensate all City employees fairly and allows for both merit increases and cost of living adjustments. More information about next steps will be shared as soon as possible following the work session.

We regret that this strategy was poorly communicated, and we apologize for the impact it had on you. We want you to know that we value your service to the people of Portland.

The people who choose to come to work here every day are our most valuable resource, and we are committed to transparency and clarity on this issue moving forward.

Thank you,

Commissioner Fritz
Commissioner Eudaly
Commissioner Hardesty
Commissioner Fish
Mayor Wheeler

View File(s)

View File(s)

View Message(s)

View Message(s)

Request Type: City Public Records Request
Contact E-Mail: minhdanvuong@gmail.com
Reference No: C092325-022619
Status: Request Fulfilled
Balance Due: \$0.00
Payments: \$0.00

UPLOAD DATE

Files:

03/18/2019

[Contract for Statistician - Redacted.pdf](#)

Type of record(s) requested or applicable bureau/office:

City Attorney's Office

Describe the Record(s) Requested or Provide Additional Information:

Please provide contract documents for the expert statistician retained by the City Attorney's Office for the Pay Equity Analysis that occurred approximately in December 2018. This includes the executed contract, scope of work, exhibits to the contract, contract amendments, and request for proposals (or similar). I do not yet consent to paying any fees, so please notify me if you intend to charge any fees. I do not agree to paying up to \$25 as this webform requires me to agree before submission.

For Immigration Purposes:

B) I certify that I AM NOT making this request for the purpose of enforcement of federal immigration laws.

If you are requesting records about yourself for your own immigration application, select Option B.

Preferred Method to Receive Records:

Electronically

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.

Matter Is Related to Litigation or a Tort Claim With the City of Portland:

No

Fee Waiver or Reduction Requested:

Yes

Please be advised that you are responsible for the costs “reasonably calculated to reimburse the public body for the public’s actual cost of making the public records available” pursuant to ORS 192.324. You may view the City of Portland Fee schedule by [clicking here](#).

If the estimated costs involved in fulfilling your request exceed \$25, the City will advise you of those costs and require your approval before beginning work. If the fee estimate exceeds \$25, a 50% deposit will be required to begin work. Full payment of the total amount of costs incurred is required before the public records may be inspected or copies released.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the cost of fulfilling this Public Records Request according to the conditions set forth above. These costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, certifying records, and mailing records. Costs include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure. I agree to pay a maximum of \$25 without further approval.

Fees Acknowledgement:

I Understand

[Refund Policy](#)

New Message

New Message

Cancel

Cancel

C092325-022619 - City Public Records Request

Message History (7)

 On 3/20/2019 1:30:40 PM, Portland Public Records Request Center wrote:

Subject: City Public Records Request :: C092325-022619

Body: RE: City Public Records Request of February 26, 2019 Reference #C092325-022619

Dear Minh,


The City received a Public Records Request from you on February 26, 2019 for the following:

"Please provide contract documents for the expert statistician retained by the City Attorney's Office for the Pay Equity Analysis that occurred approximately in December 2018. This includes the executed contract, scope of work, exhibits to the contract, contract amendments, and request for proposals (or similar). I do not yet consent to paying any fees, so please notify me if you intend to charge any fees. I do not agree to paying up to \$25 as this webform requires me to agree before submission."

The document you received is the full contract. It appears that the pagination got off. Sorry for any confusion.

HEIDI BROWN

If you are having **technical** difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prrhelp@portlandoregon.gov

 On 3/19/2019 7:34:55 PM, Minh Vuong wrote:

Dear Heidi,

I have received the records you made available yesterday; thank you.

They consist of a contract (numbered pages 1 and 2 of 7), a workers' compensation statement (numbered page 3 of 7), a travel reimbursement exhibit B (numbered pages 1 and 2 of 2), a confidentiality agreement exhibit C (numbered pages 1 and 2 of 2), and a project manager's statement of non-conflict of interest (single page).

This suggests that possibly pages 4 through 7 and Exhibit A are missing from the records you provided. Please also provide those.

Thank you,
Minh Dan Vuong

✉ On 3/18/2019 4:58:05 PM, Portland Public Records Request Center wrote:

Subject: City Public Records Request :: C092325-022619

Body:

RE: City Public Records Request of February 26, 2019 Reference #C092325-022619

Dear Minh,

The City received a Public Records Request from you on February 26, 2019 for the following:

"Please provide contract documents for the expert statistician retained by the City Attorney's Office for the Pay Equity Analysis that occurred approximately in December 2018. This includes the executed contract, scope of work, exhibits to the contract, contract amendments, and request for proposals (or similar). I do not yet consent to paying any fees, so please notify me if you intend to charge any fees. I do not agree to paying up to \$25 as this webform requires me to agree before submission."

The requested records are available online at the Portland Public Records Request Center by going to "My Public Records Center" and viewing this request. To view this request, choose the "View My Requests" button and select the "Details" button for this request. Then scroll down past the details of your request to where "Attachments" are located (right before "Message History"). The records requested are exempt from disclosure and exempt information was redacted. The City asserts the following exemptions to disclosure:

ORS 192.355(9)(a) incorporating ORS 40.225 (OEC 503(2))
ORS 192.345(01): litigation

Please note, if you have been provided with emails or text messages as a part of your request, they may have been converted to Greenwich Mean Time (GMT).

The City now considers your request fulfilled and it will be closed. Please note, messages on closed requests will not be monitored.

Ability to Appeal:


If you were denied the right to inspect or to receive a copy of any public record of the City of Portland you may seek review of the public body's determination pursuant to ORS 192.411, 192.415, 192.418, 192.422, 192.427 and 192.431.

Sincerely,

Heidi K. Brown
Sr. Dep. City Attorney
(503)823-3038

If you are having technical difficulties with the website, please contact the website administrator by phone or

email. (503) 823-6040 or prrhelphelp@portlandoregon.gov

 On 3/8/2019 8:06:13 PM, Minh Vuong wrote:

I am withdrawing my request for a fee waiver.

✉ On 2/26/2019 8:51:41 PM, Portland Public Records Request Center wrote:

Subject: [City of Portland Public Records Request] Fee Waiver Information Required :: C092325-022619

Body:

RE: City Public Records Request of February 26, 2019 Reference #C092325-022619

Dear Minh,

The City received a Public Records Request from you on February 26, 2019 for the following:

"Please provide contract documents for the expert statistician retained by the City Attorney's Office for the Pay Equity Analysis that occurred approximately in December 2018. This includes the executed contract, scope of work, exhibits to the contract, contract amendments, and request for proposals (or similar). I do not yet consent to paying any fees, so please notify me if you intend to charge any fees. I do not agree to paying up to \$25 as this webform requires me to agree before submission."

You have requested a fee waiver from the City of Portland for the fees associated with your public records request. Your request is complicated enough to require me to complete a cost estimate according to statute. I want to give you an opportunity to provide more information related to your waiver request while I prepare my estimate. Please provide the following information to help me evaluate your fee waiver request:

- 1) How do you or your organization intend to use the information? (Please answer regarding the specific information requested as opposed to speaking generally regarding information on the general topic requested);
- 2) How will the information benefit the wider public? (Please explain how this specific information assists the public given the information already provided to the public on this topic);
- 3) How do you or your organization intend to disseminate the information to the wider public?

Without responses to all 3 of these questions it may be difficult, or even impossible, to assess whether the requested disclosure is in the public interest because it will primarily benefit the public.

Please also bear in mind that the Bureau providing the records must weigh the public's interest in disclosure against the cost to the public of fulfilling the request without reimbursement. As part of that balancing of interests, the City may consider the volume of the records requested. Please discuss whether a more narrowly tailored, and thus less expensive, request could equally meet the public interest.

Sincerely,

CARRIE WILTON
Senior Paralegal

✉ On 2/26/2019 8:47:08 PM, Portland Public Records Request Center wrote:

Dear Minh:

The City of Portland acknowledges receipt of your Public Records Request. Your request was received in this office on **February 26, 2019** and given the reference number **C092325-022619** for tracking purposes.

Record Requested: Please provide contract documents for the expert statistician retained by the City Attorney's Office for the Pay Equity Analysis that occurred approximately in December 2018. This includes the executed contract, scope of work, exhibits to the contract, contract amendments, and request for proposals (or similar). I do not yet consent to paying any fees, so please notify me if you intend to charge any fees. I do not agree to paying up to \$25 as this webform requires me to agree before submission.

At this time, the City is uncertain whether it is the custodian of the requested record. The City will review your request to determine if it has responsive records. The City will then gather an estimate of the costs to provide copies of requested public records for which the City does not claim an exemption from disclosure. The City is permitted to charge its actual costs to provide records. Fees include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure.

You can monitor the progress of your request at the link below. Thank you for using the Portland Public Records Request Center.

To monitor the progress or update your request click here: [Portland Public Records Request Center](#)

✉ On 2/26/2019 8:47:03 PM, Minh Vuong wrote:

Request Created on Public Portal

CITY ATTORNEY CONSULTANT CONTRACT

Contract No. 30006621

This contract is between the City of Portland, City Attorney's Office ("City") and the Consultant. The purpose of the contract is to assist the attorney to provide legal advice to the client.

Effective Date and Duration of Contract: This contract shall become effective on October 1, 2018. This contract shall expire, unless otherwise terminated or extended, on October 1, 2019.

Payment: The City will pay the Consultant a sum not to exceed \$30,000.

CONSULTANT INFORMATION

Consultant Name: [REDACTED]
Address: [REDACTED]
Employer Identification Number (EIN): SSN
City of Portland Business License # [REDACTED]

SCOPE OF WORK

1. The Consultant will provide expert services and advice to the City regarding analysis of City pay practices to determine pay inequities for work of comparable character that is not based on the bona fide factors allowed in ORS 652.210 to 652.235.
 2. Compensation -- Rate is \$300/hr for all work performed. Expenses reimbursed at cost, mileage at the current IRS standard rate. In the event of a dispute regarding payment, the City will pay all undisputed amounts less any amount in dispute. Payment of disputed amounts will be made upon explanation or documentation of the amount in dispute. Third party invoices shall be provided upon request. Overpayment by City shall not prohibit City's recovery of any amounts paid, but not owed, under the contract. Invoices should be sufficiently detailed to justify the amounts requested.
 3. Invoices shall be sent to: S. Harris, Office of the City Attorney, 1221 SW 4th Ave, Rm 430, Portland, OR 97204.
 4. Communications between the City and the Consultant are privileged and confidential.
-

TERMS AND CONDITIONS

1. Compliance with Law

Consultant shall comply with all applicable federal, state and local laws and regulations.

2. Accidents

The City wants to protect itself in the event the Consultant causes an accident. Consultant shall indemnify, defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant, but only to the extent that Consultant has liability or automobile insurance. The Consultant and its insurer have no duties in regard to claims or losses arising out of death, or bodily injury to persons, or property damage caused solely by the negligence of the City.

3. Insurance

- (a) State law requires Consultant to have Workers' Compensation insurance unless legally exempt. If exempt, sign the Consultant Certification Statement attached; otherwise provide an insurance certificate showing coverage.
- (b) Consultant shall provide General Liability insurance with a combined single limit of not less than \$300,000 per occurrence for Bodily Injury and Property Damage. City of Portland will be named a certificate holder. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this Contract:

☐ Required and attached or ☒ Waived by City Attorney

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable. Evidence of a personal policy is acceptable, even if the limits are different than above.

☐ Required and attached or ☒ Waived by City Attorney

4. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

5. Amendments

Amendments to this contract must be made in writing and approved by the Chief Procurement Officer and the City Attorney to be valid.

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT.

CONSULTANT SIGNATURE:

By: _____ Date: 12/20/18
Name: _____
Title: _____

CITY OF PORTLAND SIGNATURES:

By: Kelley Davis - McKernan Date: 1/22/19
Chief Procurement Officer

Approved as to Form:

APPROVED AS TO FORM

By: Marcy Rine Date: 12/24/18
Office of City Attorney **CITY ATTORNEY**

CONSULTANT CERTIFICATION STATEMENT

SECTION A

CONSULTANT CERTIFICATION. I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Attorney and Consultant complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services.
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Attorney Signature _____

Date _____

SECTION C

Consultant certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required.
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year, and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant check four or more of the following:

- ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☒ D. Labor or services are performed only pursuant to written contracts;
- ☒ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or

Consultant Signature _____

Date _____

**EXHIBIT B
CITY OF PORTLAND
CITY ATTORNEY'S OFFICE
TRAVEL REIMBURSEMENT**

Reimbursement. Outside Counsel or Expert may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with Outside Counsel or Expert hired to provide services for the City on the City's site. All invoices shall be accompanied by physical or electronic copies of original receipts and any additional supporting documentation that may be appropriate, including those required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

1. Normal overhead expenses will not be reimbursed unless prior written approval has been obtained from the City's Project Manager, and provided that the written approval is attached to the invoice where the charge is reflected. Normal overhead expenses include local travel expenses, including mileage under 100 miles, toll charges, parking fees, local train fare, local taxicab fares, and normal postage. Taxicab, shuttle, and mass transit fares for Experts and Outside Counsel traveling from out-of-town will be reimbursed if pursuant to the terms stated in this Agreement.
2. Out-of-Town Travel. Outside Counsel or Expert must receive prior approval for all out-of-town travel reimbursement. The City Attorney encourages Outside Counsel or Expert to make travel arrangements through means that will ensure that the best and most reasonable prices for air or ground transportation are obtained, and that are consistent with the terms stated herein. The City will only reimburse Outside Counsel or Experts for coach rates. Only in very unusual circumstances, and with prior written approval, will the City approve travel for more than one attorney or expert from the same organization who is working on the same matter for the City.
3. Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) Calendar Days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Outside Counsel or Expert personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
4. Rental Cars/Surface Transportation. Outside Counsel or Expert shall choose the most economical mode of transportation. Except when there is only one person traveling by rented auto, vehicle rental will be reimbursed based on a minimum ratio of one compact auto per two people (Outside Counsel or Expert). Reimbursement for vehicle rental will not be approved for rentals that fall below the stated ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability, of any type, in connection with rental vehicles reserved or operated by Outside Counsel or Expert personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager chooses to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees. The City will reimburse Outside Counsel or Expert for surface transportation, such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.

5. Lodging. If required, and approved in writing, by the City, then Outside Counsel or Expert shall arrange for lodging. The City will reimburse Outside Counsel or Expert per individual for daily lodging expenses based on U.S. General Services Administration website (GSA) per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA lodging allowances can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>
6. Meal and Incidental Expenses (M&IE). The City will provide per diem for each full day (eight hours) worked by Outside Counsel or Expert personnel assigned to deliver Services. The per diem rate will be the same as the one published on the GSA website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>. Per diem pam include the following expenses (but see paragraph (5) for non-reimbursable expenses): (i) meals; laundry; tips and gratuities; communications for personal reasons; additional miscellaneous expenses not specifically prohibited by this agreement and that are reasonable expenses for someone travelling and working.
7. Non-reimbursable Expenses. Expenses incurred for personal entertainment while traveling on the City business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, gifts, haircuts, etc. Expenses incurred for travel to and from, and parking at, the departure airport are not reimbursable.

**EXHIBIT C
CITY OF PORTLAND
CITY ATTORNEY'S OFFICE
CONFIDENTIALITY AGREEMENT**

Outside Counsel or Expert acknowledges that disclosure of City's confidential and/or privileged information could compromise and otherwise damage City. Therefore, Outside Counsel or Expert has agreed to execute this Confidentiality Agreement.

All references to "Monitoring Attorney" means the attorney at the Portland City Attorney's Office who is supervising the contract.

For purposes of any contract with an Expert, such person is being retained by the Portland City Attorney's Office as an agent of the Monitoring Attorney, and all work performed shall fall be considered attorney work product.

All information shared with Outside Counsel or Expert for purposes of this Agreement, in any format whatsoever (including orally and in writing), shall be retained by Outside Counsel or Expert as confidential.

For the purposes of this Agreement, "Confidential Information" means all communications, documents and information of any type or format (including audio recordings) that are obtained directly or indirectly that are subject to the attorney client privilege, attorney work product doctrine, confidential business or trade secret information, or are obtained during the scope of the investigation for which Outside Counsel or Expert is retained. Confidential Information includes information obtained before this Agreement was formally executed if it relates to the investigation, except for articles published in a newspaper.

All information created or obtained by Outside Counsel or Expert under the terms of this Agreement may not be used for any purpose not authorized and/or related to the matter for which the person's services were retained. Such information shall be retained by Outside Counsel or Expert only as needed or required. To the extent such information is retained by Outside Counsel or Expert, it shall be held confidentially.

Outside Counsel or Expert is responsible for the safekeeping of such information, documents and material and for the handling of such information, documents and material so as to prevent their disclosure to unauthorized persons. "Unauthorized persons" are those not authorized by City to receive information about this matter. If Outside Counsel or Expert is uncertain of whether someone falls under this category, clarification from the Monitoring Attorney will be obtained.

Outside Counsel or Expert acknowledges the responsibility for the protection of all such information, documents and materials in Outside Counsel or Expert's possession that relates to the matter for which Outside Counsel or Expert was retained, no matter how acquired.

Outside Counsel or Expert will only discuss the investigation or issues related thereto with those who have a need to know, as determined by the City. If Outside Counsel or Expert is uncertain of whether someone falls under this category, clarification from the Monitoring Attorney will be obtained.

Outside Counsel or Expert agrees to use all City information and management systems in a manner consistent with their intended use in support of official City business, and to protect system password(s) to information and management systems if such information is provided.

Outside Counsel or Expert agrees to protect information technology equipment, as well as documents and material of any kind, while in Outside Counsel or Expert's possession if the work requires that such equipment be taken outside the City work facility.

Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

For the duration of Outside Counsel or Expert's work on this project with the City, Outside Counsel or Expert agrees to abide by all Human Resources Administrative Rules (HRARs) relevant to contractors, specifically including HRAR 2.02. All HRARs can be found on the following website:

<https://www.portlandoregon.gov/bhr/61163>. HRAR 2.02 can be found on the following website:

<https://www.portlandoregon.gov/citycode/article/12121>.

Except as specifically stated herein, the confidentiality obligations and requirements of this Agreement shall survive termination by any means of the hiring agreement between the City and Outside Counsel or Expert.


No amendment to this agreement shall be effective without the written agreement of City and Outside Counsel or Expert.

This agreement is binding on the Parties, their agents, successors, assigns, officers, directors and principals.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any the law, the validity of the remaining terms shall not be affected.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon including, but not limited to, ORS 192.410 to 192.505. Nothing in this Agreement shall be construed to constrain the City's ability to comply with the public record disclosure requirements of the Oregon Public Records Laws. Jurisdiction and venue for any disputes arising under this Agreement shall be in Multnomah County, Oregon.

City of Portland


Signature

Title: Sr. Dep. City Attorney

Date: 1/15/2019

Outside Counsel or Expert:


Signature

Title:



Date:

12/20/18

PROJECT MANAGER'S STATEMENT OF NON-CONFLICT OF INTEREST

I, Heidi K. Brown, the person responsible for the selection of professional, technical, expert or outside counsel services related to giving expert advice to the City regarding analysis of the City's pay practices, do hereby certify that, to the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation.


Signature

Heidi K. Brown
Project Manager's Name

1/15/2019
Date

¹ A conflict of interest is identified as a situation, in which the City of Portland, its employees, agents and/or officers appear(s) to have, a financial or family relationship with an Expert Consultant or Outside Counsel firm.

A family relationship with an Expert Consultant or Outside Counsel firm means that an employee, agent and/or officer of the City of Portland, is related to the Expert Consultant or Outside Counsel firm by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

Financial relationship includes involvement of the employee, agent and/or officer of the City of Portland with an Expert Consultant or Outside Counsel firm in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the City would obtain a monetary benefit.

View File(s)

View File(s)

View Message(s)

View Message(s)

Request Type: City Public Records Request
Contact E-Mail: gordon.r.friedman@gmail.com
Reference No: C178685-051821
Status: Request Fulfilled
Balance Due: \$0.00
Payments: \$0.00

UPLOAD DATE

Files:

05/28/2021

[Pay Equity Contract - Redacted.pdf](#)

Type of record(s) requested or applicable bureau/office:

Human Resources Records (Salary and Personnel)

Describe the Record(s) Requested or Provide Additional Information:

Hello. Please direct this request to the Bureau of Human Resources. I'd like to please request a copy of the contract or agreement between the city and the University of Southern California Race and Equity Center for a "pay equity analysis" as described in Tracy Warren's May 17, 2021 email to city employees.

For Immigration Purposes:

B) I certify that I AM NOT making this request for the purpose of enforcement of federal immigration laws.

If you are requesting records about yourself for your own immigration application, select Option B.

Preferred Method to Receive Records:

Electronically

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.

Matter Is Related to Litigation or a Tort Claim With the City of Portland: No

Fee Waiver or Reduction Requested: No

Please be advised that you are responsible for the costs “reasonably calculated to reimburse the public body for the public’s actual cost of making the public records available” pursuant to ORS 192.324. You may view the City of Portland Fee schedule by [clicking here](#).

If the estimated costs involved in fulfilling your request exceed \$25, the City will advise you of those costs and require your approval before beginning work. If the fee estimate exceeds \$25, a 50% deposit will be required to begin work. Full payment of the total amount of costs incurred is required before the public records may be inspected or copies released.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the cost of fulfilling this Public Records Request according to the conditions set forth above. These costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, certifying records, and mailing records. Costs include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure. I agree to pay a maximum of \$25 without further approval.

Fees Acknowledgement: I Understand
[Refund Policy](#)

New Message

New Message

Cancel

Cancel

Message History (3)

✉ On 5/28/2021 1:20:50 PM, Portland Public Records Request Center wrote:

Subject: City Public Records Request :: C178685-051821

Body:

RE: City Public Records Request of May 18, 2021 Reference #C178685-051821

Dear Gordon,

The City received a Public Records Request from you on May 18, 2021 for the following:

"Hello. Please direct this request to the Bureau of Human Resources. I'd like to please request a copy of the contract or agreement between the city and the University of Southern California Race and Equity Center for a "pay equity analysis" as described in Tracy Warren's May 17, 2021 email to city employees."

The requested records are attached or available online at the Portland Public Records Request Center by going to "My Public Records Center" and viewing this request. To view this request, choose the "View My Requests" button and select the "Details" button for this request. Then scroll down past the details of your request to where "Attachments" are located (right before "Message History"). Some of the public records requested are exempt from disclosure and will be redacted. The City asserts the following exemptions to disclosure:

ORS 192.355(9)(a) incorporating ORS 40.225 (OEC 503(2))

Please note, if you have been provided with emails or text messages as a part of your request, they may have been converted to Greenwich Mean Time (GMT). Additionally, please note that if your search is pulling emails from a global address list, only current employees in that global address list will be included. Global address lists do not contain emails of departed employees.

Pursuant to ORS 192.329(2)(b) and ORS 192.338, the City now considers your request fulfilled and it will be closed. Please note, messages on closed requests will not be monitored.

Ability to Appeal:

If you were denied the right to inspect or to receive a copy of any public record of the City of Portland you may seek review of the public body's determination pursuant to ORS 192.401, 192.411, 192.415, 192.418, 192.422, 192.427 and 192.431.

Sincerely,

NATASHA EBERTH
503-823-4159

If you are having technical difficulties with the website, please contact the website administrator by phone or

email. (503) 823-6040 or prrhelp@portlandoregon.gov

✉ On 5/18/2021 10:06:36 AM, Portland Public Records Request Center wrote:

Dear Gordon:

The City of Portland acknowledges receipt of your Public Records Request. Your request was received in this office on **May 18, 2021** and given the reference number **C178685-051821** for tracking purposes.

Record Requested: Hello. Please direct this request to the Bureau of Human Resources. I'd like to please request a copy of the contract or agreement between the city and the University of Southern California Race and Equity Center for a "pay equity analysis" as described in Tracy Warren's May 17, 2021 email to city employees.

At this time, the City is uncertain whether it is the custodian of the requested record. The City will review your request to determine if it has responsive records. The City will then gather an estimate of the costs to provide copies of requested public records for which the City does not claim an exemption from disclosure. The City is permitted to charge its actual costs to provide records. Fees include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure.

You can monitor the progress of your request at the link below. Thank you for using the Portland Public Records Request Center.

To monitor the progress or update your request click here: [Portland Public Records Request Center](#)

✉ On 5/18/2021 10:06:34 AM, Gordon Friedman wrote:

Request Created on Public Portal

CITY ATTORNEY CONSULTANT CONTRACT
Contract No. 30007697

This contract is between the City of Portland, City Attorney's Office ("City") and the Consultant. The purpose of the contract is to assist the attorney to provide legal advice to the client.

Effective Date and Duration of Contract: This contract shall become effective on March 1, 2021. This contract shall expire, unless otherwise terminated or extended, on March 1, 2022. The City and Consultant may extend this contract via a written addendum executed by the parties.

Payment: The City will pay the Consultant a sum not to exceed \$200,000.00 in accordance with the schedule identified in Exhibit A, City of Portland Partnership Scope of Work.

CONSULTANT INFORMATION

Consultant Name: University of Southern California
Address: University of Southern California Los Angeles, CA 90089
Employer Identification Number (EIN): 95-1642394
City of Portland Business License # 441126

SCOPE OF WORK

1. [REDACTED]
 2. Compensation –
 - a. See attached rate sheet and Scope of Work, Exhibit A.
 - b. Additional insured requirement for Commercial General Liability policy will be added to the University of Southern California's policy #01-921-050-09 upon receipt of fully executed contract.
 - c. Annual renewals of this contract are subject to written approval by Tracy Warren, Classification and Compensation Manager for the City of Portland.
 - d. In the event of a dispute regarding payment, the City will pay all undisputed amounts less any amount in dispute. Payment of disputed amounts will be made upon explanation or documentation of the amount in dispute. Third party invoices shall be provided upon request. Overpayment by City shall not prohibit City's recovery of any amounts paid, but not owed, under the contract. Invoices should be sufficiently detailed to justify the amounts requested.
 3. Invoices shall be sent via email to: Stephanie.Harris@portlandoregon.gov
 4. Communications between the City and the Consultant are privileged and confidential.
-

TERMS AND CONDITIONS

1. Compliance with Law

Consultant shall comply with all applicable federal, state and local laws and regulations.

2. Accidents

The City wants to protect itself in the event the Consultant causes an accident. Consultant shall indemnify, defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant, but only to the extent that Consultant has liability or automobile insurance. The Consultant and its insurer have no duties in regard to claims or losses arising out of death, or bodily injury to persons, or property damage caused solely by the negligence of the City.

3. Insurance

- (a)** State law requires Consultant to have Workers' Compensation insurance unless legally exempt. If exempt, sign the Consultant Certification Statement attached; otherwise provide an insurance certificate showing coverage.

- (b) Consultant shall provide General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. City of Portland will be named a certificate holder. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Blanket Insured but only with respect to the Consultant's services to be provided under this Contract:

☒ Required and attached or

☐ Waived by City Attorney

_____ City Attorney Initials (for waiver)

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable. Evidence of a personal policy is acceptable, even if the limits are different than above.

☒ Required and attached or

☐ Waived by City Attorney

_____ City Attorney Initials (for waiver)

- (d) **Professional Liability.** Consultant shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Consultant under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Required and attached ☐ Reduced by Authorized Bureau Director

☐ Waived by Authorized Bureau Director

4. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, CONSULTANT DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS CONTRACT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT WILL CONSULTANT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE.

5. Amendments

Amendments to this contract must be made in writing and approved by the Chief Procurement Officer and the City Attorney to be valid.

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

6. Industry Standards. Consultant warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.

Time is of the Essence. The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Consultant agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Consultant's obligations, the City will not waive its rights to require timely performance of Consultant's obligations thereafter.

6.1 Late Delivery. In the event that any specified delivery date is not met, Consultant shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Services from another source and bill all additional costs directly to Consultant who shall remain financially liable for all additional acquisition costs.

6.2 Best Efforts. Consultant shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Consultant anticipates any delay that may prevent timely performance of Consultant's obligations under this Contract, Consultant shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.

7. Respectful Workplace Behavior. The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as consultants, vendors or consultants who provide services to the City of Portland. Consultant warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
8. No Third Party to Benefit. This Contract is entered into for the benefit of the City and Consultant. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
9. Ownership of Property. All work product produced by the Consultant under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.
- Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, methodologies, formulas, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant. Consultant hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).
10. Cost of Cover. In the event of termination of this Contract by the City due to a Material Breach by Consultant, then the City may complete the project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the project exceeds the amount the City would have paid Consultant to complete the project under this Contract, then Consultant shall pay to the City the amount of the reasonable excess.
11. Acceptance Criteria and Project Timeline. Acceptance Criteria and the Project Timeline plan shall be created and reviewed jointly by the City's Project Manager and Consultant's Project Manager. When agreed upon, the Acceptance Criteria and Project Timeline plan shall be attached and incorporated in the Statement of Work as Schedule A-1. The Project Timeline plan shall be created and approved no later than 30 days after the last signature on this agreement.

12. Order of Precedence. In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. For the avoidance of doubt, no other terms and conditions will override the Parties' obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these City Consultant Terms and Conditions. In this Contract the order of precedence shall be:


1. Amendments
2. City Attorney Consultant Contract Terms and Conditions
3. Exhibit C, Confidentiality Agreement
4. Schedule A-1, Project Timeline
5. Exhibit A, Contractor's Price and Statement of Work
6. Change Orders
7. Exhibit B, Travel Reimbursement

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT.

CONSULTANT SIGNATURE:

University of Southern California

By:  _____ Date: May 18, 2021
Name: Mark Todd
Vice Provost for Academic Operations
Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Chief Procurement Officer

Approved as to Form:

By:  _____ Date: 05/11/2021
Office of City Attorney

CONSULTANT CERTIFICATION STATEMENT

IF CONSULTANT HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature _____ Date _____ Entity _____

IF CONSULTANT DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER: COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

Exhibit A 1 of 3

CITY OF PORTLAND PARTNERSHIP SCOPE OF WORK

March 2021 – March 2022



Exhibit A 2 of 3

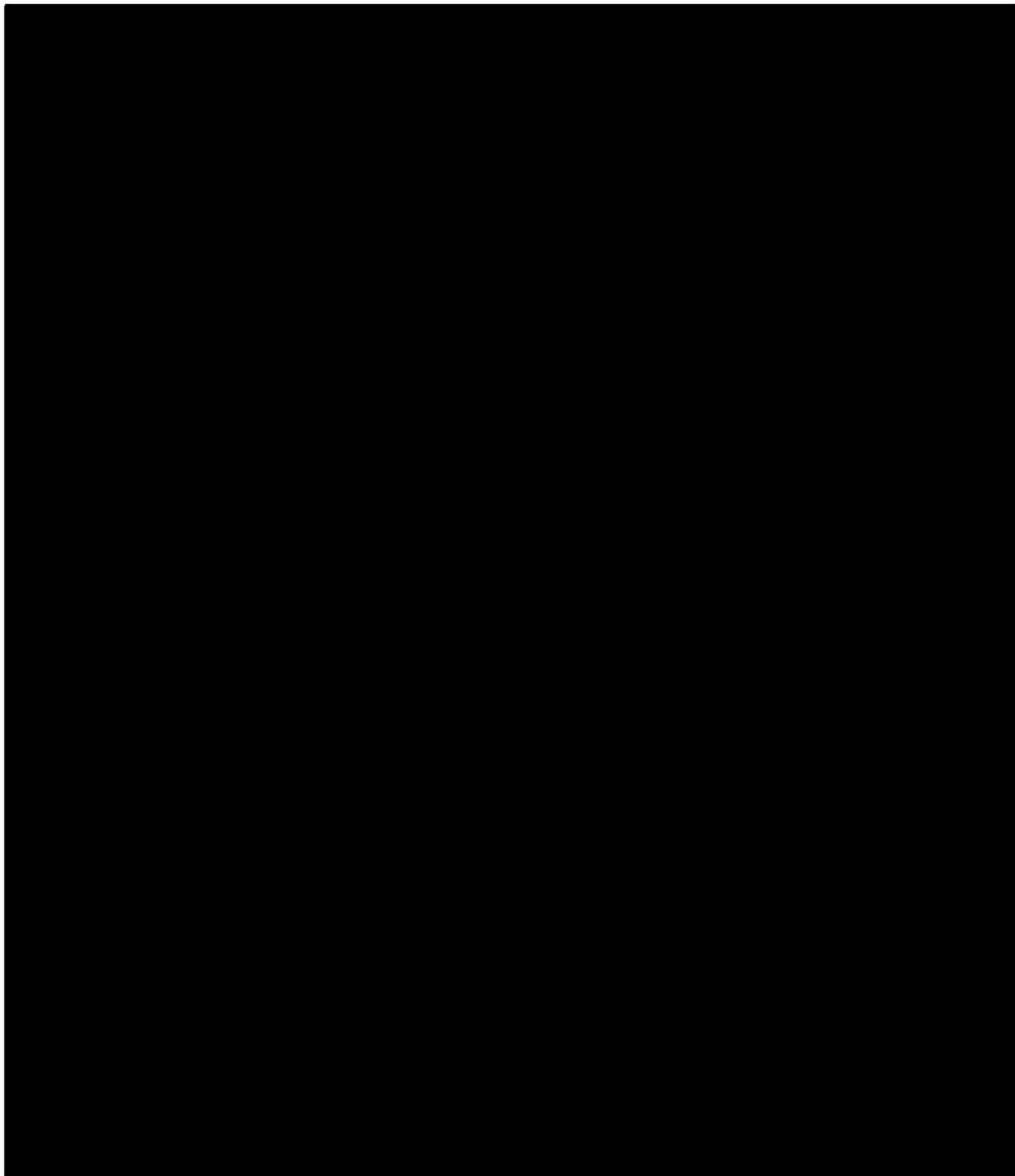
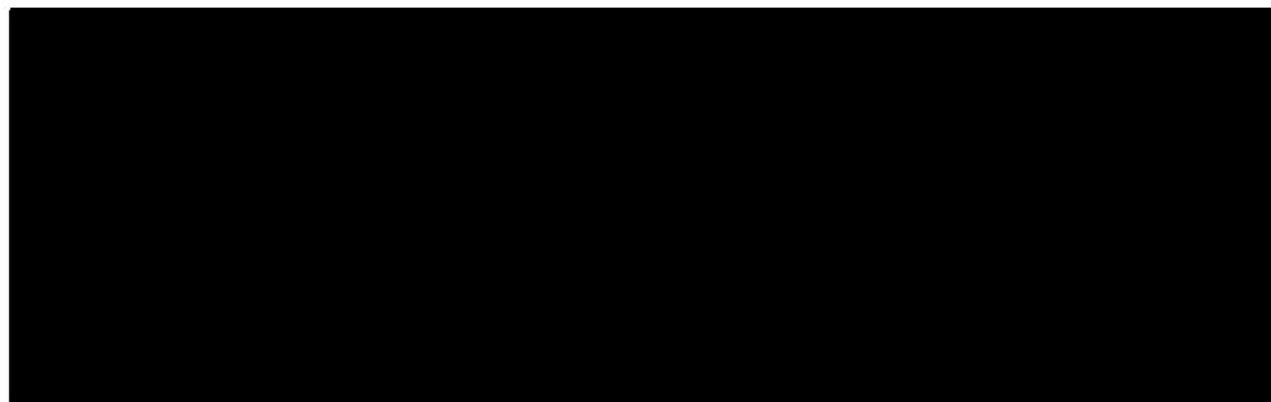


Exhibit A 3 of 3


Cost and Billing

- [REDACTED] : \$60,000
- [REDACTED] \$15,000
- [REDACTED] : \$12,000 - \$20,000
- Total cost: \$87,000 - \$95,000

Payment is due within 30 days of deliverable acceptance according to the invoice schedule below:

Phase	Description	Cost	Due Date
Phase 1	[REDACTED]	\$5,000	Due upon full execution of contract
Phase 2	[REDACTED]	\$10,000	May 1, 2021
Phase 3	[REDACTED]	\$12,000-\$20,000 *TBD	June 1, 2021
Phase 4	[REDACTED]	\$20,000	August 1, 2021
Phase 5	[REDACTED]	\$20,000	September 1, 2021
Phase 6	[REDACTED]	\$5,000	October 1, 2021
Phase 7	[REDACTED]	\$15,000	March 1, 2022

**EXHIBIT B
CITY OF PORTLAND
CITY ATTORNEY'S OFFICE
TRAVEL REIMBURSEMENT**

Reimbursement. Outside Counsel or Expert may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with Outside Counsel or Expert hired to provide services for the City on the City's site. All invoices shall be accompanied by physical or electronic copies of original receipts and any additional supporting documentation that may be appropriate, including those require by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

2. Normal overhead expenses will not be reimbursed unless prior written approval has been obtained from the City's Project Manager, and provided that the written approval is attached to the invoice where the charge is reflected. Normal overhead expenses include local travel expenses, including mileage under 100 miles, toll charges, parking fees, local train fare, local taxicab fares, and normal postage. Taxicab, shuttle, and mass transit fares for Experts and Outside Counsel traveling from out-of-town will be reimbursed if pursuant to the terms stated in this Agreement.
3. Out-of-Town Travel. Outside Counsel or Expert must receive prior approval for all out-of-town travel reimbursement. The City Attorney encourages Outside Counsel or Expert to make travel arrangements through means that will ensure that the best and most reasonable prices for air or ground transportation are obtained, and that are consistent with the terms stated herein. The City will only reimburse Outside Counsel or Experts for coach rates. Only in very unusual circumstances, and with prior written approval, will the City approve travel for more than one attorney or expert from the same organization who is working on the same matter for the City.
4. Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) Calendar Days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Outside Counsel or Expert personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
5. Rental Cars/Surface Transportation. Outside Counsel or Expert shall choose the most economical mode of transportation. Except when there is only one person traveling by rented auto, vehicle rental will be reimbursed based on a minimum ratio of one compact auto per two people (Outside Counsel or Expert). Reimbursement for vehicle rental will not be approved for rentals that fall below the stated ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability, of any type, in connection with rental vehicles reserved or operated by Outside Counsel or Expert personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager chooses to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees. The City will reimburse Outside Counsel or Expert for surface transportation, such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.
6. Lodging. If required, and approved in writing, by the City, then Outside Counsel or Expert shall arrange for lodging. The City will reimburse Outside Counsel or Expert per individual for daily lodging expenses based on U.S. General Services Administration website (GSA) per diem rates; such per diem

shall be the same per diem as allowed for City employees. GSA lodging allowances can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>

7. Meal and Incidental Expenses (M&IE). The City will provide per diem for each full day (eight hours) worked by Outside Counsel or Expert personnel assigned to deliver Services. The per diem rate will be the same as the one published on the GSA website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>. Per diem pam include the following expenses (but see paragraph (5) for non-reimbursable expenses): (i) meals; laundry; tips and gratuities; communications for personal reasons; additional miscellaneous expenses not specifically prohibited by this agreement and that are reasonable expenses for someone travelling and working.
8. Non-reimbursable Expenses. Expenses incurred for personal entertainment while traveling on the City business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, gifts, haircuts, etc. Expenses incurred for travel to and from, and parking at, the departure airport are not reimbursable.

**EXHIBIT C
CITY OF PORTLAND
CITY ATTORNEY'S OFFICE
CONFIDENTIALITY AGREEMENT**

Outside Counsel or Expert acknowledges that disclosure of City's confidential and/or privileged information could compromise and otherwise damage City. Therefore, Outside Counsel or Expert has agreed to execute this Confidentiality Agreement.

All references to "Monitoring Attorney" means the attorney at the Portland City Attorney's Office who is supervising the contract.

For purposes of any contract with an Expert, such person is being retained by the Portland City Attorney's Office as an agent of the Monitoring Attorney, and all work performed shall fall be considered attorney work product.

All information shared with Outside Counsel or Expert for purposes of this Agreement, in any format whatsoever (including orally and in writing), shall be retained by Outside Counsel or Expert as confidential.

For the purposes of this Agreement, "Confidential Information" means all communications, documents and information of any type or format (including audio recordings) that are obtained directly or indirectly that are subject to the attorney client privilege, attorney work product doctrine, confidential business or trade secret information, or are obtained during the scope of the investigation for which Outside Counsel or Expert is retained. Confidential Information includes information obtained before this Agreement was formally executed if it relates to the investigation, except for articles published in a newspaper.

All information created or obtained by Outside Counsel or Expert under the terms of this Agreement may not be used for any purpose not authorized and/or related to the matter for which the person's services were retained. Such information shall be retained by Outside Counsel or Expert only as needed or required. To the extent such information is retained by Outside Counsel or Expert, it shall be held confidentially.

Outside Counsel or Expert is responsible for the safekeeping of such information, documents and material and for the handling of such information, documents and material so as to prevent their disclosure to unauthorized persons. "Unauthorized persons" are those not authorized by City to receive information about this matter. If Outside Counsel or Expert is uncertain of whether someone falls under this category, clarification from the Monitoring Attorney will be obtained.

Outside Counsel or Expert acknowledges the responsibility for the protection of all such information, documents and materials in Outside Counsel or Expert's possession that relates to the matter for which Outside Counsel or Expert was retained, no matter how acquired.

Outside Counsel or Expert will only discuss the investigation or issues related thereto with those who have a need to know, as determined by the City. If Outside Counsel or Expert is uncertain of whether someone falls under this category, clarification from the Monitoring Attorney will be obtained.

Outside Counsel or Expert agrees to use all City information and management systems in a manner consistent with their intended use in support of official City business, and to protect system password(s) to information and management systems if such information is provided.

Outside Counsel or Expert agrees to protect information technology equipment, as well as documents and material of any kind, while in Outside Counsel or Expert's possession if the work requires that such equipment be taken outside the City work facility.

Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

For the duration of Outside Counsel or Expert's work on this project with the City, Outside Counsel or Expert agrees to abide by all Human Resources Administrative Rules (HRARs) relevant to contractors, specifically including HRAR 2.02. All HRARs can be found on the following website:

<https://www.portlandoregon.gov/bhr/61163>. HRAR 2.02 can be found on the following website:

<https://www.portlandoregon.gov/citycode/article/12121>.

Except as specifically stated herein, the confidentiality obligations and requirements of this Agreement shall survive termination by any means of the hiring agreement between the City and Outside Counsel or Expert.

No amendment to this agreement shall be effective without the written agreement of City and Outside Counsel or Expert.

This agreement is binding on the Parties, their agents, successors, assigns, officers, directors and principals.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any the law, the validity of the remaining terms shall not be affected.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon including, but not limited to, ORS 192.311 to 192.431. Nothing in this Agreement shall be construed to constrain the City's ability to comply with the public record disclosure requirements of the Oregon Public Records Laws. Jurisdiction and venue for any disputes arising under this Agreement shall be in Multnomah County, Oregon.

University of Southern California

City of Portland

Signature:


Mark Todd (May 18, 2021 15:53 PDT)

Name:

Mark Todd

Title:

Vice Provost for Academic Operations

Date: May 18, 2021

Signature:



Name: Anne Milligan

Title: Deputy City Attorney

Date: May 11, 2021

View File(s)

View File(s)

View Message(s)

View Message(s)

Request Type: City Public Records Request

Contact E-Mail: rellis@opb.org

Reference No: C196154-092821

Status: Request Fulfilled

Balance Due: \$0.00

Payments: \$0.00

UPLOAD DATE

Files:

10/18/2021

[15507938621905Order.pdf](#)

Type of record(s) requested or applicable bureau/office:

Management and Finance Bureau (OMF)

Describe the Record(s) Requested or Provide Additional Information:

I would like the pay equity study the city paid for from the university of southern california (PO22293005) Thanks!

For Immigration Purposes:

B) I certify that I AM NOT making this request for the purpose of enforcement of federal immigration laws.

If you are requesting records about yourself for your own immigration application, select Option B.

Preferred Method to Receive Records:

Electronically

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them

available for inspection or by paper copy in accordance with the Public Records Law.

Matter Is Related to Litigation or a Tort Claim With the City of Portland: No

Fee Waiver or Reduction Requested: Yes

Please be advised that you are responsible for the costs “reasonably calculated to reimburse the public body for the public’s actual cost of making the public records available” pursuant to ORS 192.324. You may view the City of Portland Fee schedule by [clicking here](#).

If the estimated costs involved in fulfilling your request exceed \$25, the City will advise you of those costs and require your approval before beginning work. If the fee estimate exceeds \$25, a 50% deposit will be required to begin work. Full payment of the total amount of costs incurred is required before the public records may be inspected or copies released.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the cost of fulfilling this Public Records Request according to the conditions set forth above. These costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, certifying records, and mailing records. Costs include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure. I agree to pay a maximum of \$25 without further approval.

Fees Acknowledgement: I Understand
[Refund Policy](#)

New Message

New Message

Cancel

Cancel

Messages [Print Messages \(PDF\)](#)



C196154-092821 - City Public Records Request

Message History (4)

✉ On 10/18/2021 10:17:05 AM, Portland Public Records Request Center wrote:

Subject: City Public Records Request :: C196154-092821

Body:

RE: City Public Records Request of September 28, 2021 Reference #C196154-092821

Dear Rebecca,

The City received a Public Records Request from you on September 28, 2021 for the following:

"I would like the pay equity study the city paid for from the university of southern california (PO22293005)

Thanks!"

The public records requested are exempt from disclosure and will not be provided. The City asserts the following exemptions to disclosure:

ORS 192.345(01): litigation

[15507938621905Order.pdf \(mcda.us\)](#)

Pursuant to ORS 192.329(2)(b) the City now considers your request fulfilled and it will be closed. Please note, messages sent on closed requests will not be monitored.

Ability to Appeal:

If you were denied the right to inspect or to receive a copy of any public record of the City of Portland you may seek review of the public body's determination pursuant to ORS 192.401, 192.411, 192.415, 192.418, 192.422, 192.427 and 192.431.

NATASHA EBERTH

503-823-4159

If you are having technical difficulties with the website, please contact the website administrator by phone or email. (503) 823-6040 or prrhelp@portlandoregon.gov

✉ On 9/28/2021 11:49:18 AM, Portland Public Records Request Center wrote:

Subject: [City of Portland Public Records Request] Fee Waiver Information Required :: C196154-092821

Body:

RE: City Public Records Request of September 28, 2021 Reference #C196154-092821

Dear Rebecca,

The City received a Public Records Request from you on September 28, 2021 for the following:

"I would like the pay equity study the city paid for from the university of southern california (PO22293005)

Thanks!"

You have requested a fee waiver from the City of Portland for the fees associated with your public records request. Your request is complicated enough to require me to complete a cost estimate according to statute. I want to give you an opportunity to provide more information related to your waiver request while I prepare my estimate. Please provide the following information to help me evaluate your fee waiver request:

- 1) How do you or your organization intend to use the information? (Please answer regarding the specific information requested as opposed to speaking generally regarding information on the general topic requested);
- 2) How will the information benefit the wider public? (Please explain how this specific information assists the public given the information already provided to the public on this topic);
- 3) How do you or your organization intend to disseminate the information to the wider public?

Without responses to all 3 of these questions it may be difficult, or even impossible, to assess whether the requested disclosure is in the public interest because it will primarily benefit the public.

Please also bear in mind that the Bureau providing the records must weigh the public's interest in disclosure against the cost to the public of fulfilling the request without reimbursement. As part of that balancing of interests, the City may consider the volume of the records requested. Please discuss whether a more narrowly tailored, and thus less expensive, request could equally meet the public interest.

Sincerely,

JANET STORM
Management Analyst

 On 9/28/2021 11:45:43 AM, Portland Public Records Request Center wrote:

Dear Rebecca:

The City of Portland acknowledges receipt of your Public Records Request. Your request was received in this office on **September 28, 2021** and given the reference number **C196154-092821** for tracking purposes.


Record Requested: I would like the pay equity study the city paid for from the university of southern california (PO22293005)

Thanks!

At this time, the City is uncertain whether it is the custodian of the requested record. The City will review your request to determine if it has responsive records. The City will then gather an estimate of the costs to provide copies of requested public records for which the City does not claim an exemption from disclosure. The City is permitted to charge its actual costs to provide records. Fees include research time to locate and analyze the requested records, even if no records are located or if the requested records are determined to be exempt from disclosure.

You can monitor the progress of your request at the link below. Thank you for using the Portland Public Records Request Center.

To monitor the progress or update your request click here: [Portland Public Records Request Center](#)

 On 9/28/2021 11:45:41 AM, Rebecca Ellis wrote:

Request Created on Public Portal