

RESOLUTION NO. 2922

A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND WILSONVILLE MUNICIPAL EMPLOYEES' ASSOCIATION (WILMEA).

Whereas, the city of Wilsonville and Wilsonville Municipal Employees Association have negotiated a three year Collective Bargaining Agreement effective July 1, 2021 through June 30, 2024.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Manager is authorized on behalf of the City to execute the negotiated and ratified Collective Bargaining Agreement with WilMEA attached here as Exhibit A as if fully set forth herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 9th day of September, 2021, and filed with the Wilsonville City Recorder on this date.

DocuSigned by:

8A974AF3ADE042E...
 Julie Fitzgerald, MAYOR

ATTEST:

DocuSigned by:

E781DE10276B498...
 Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

- A. Collective Bargaining Agreement between the City of Wilsonville and WilMEA.

TA *bg* 8/5/21

PAE 8/5/21

~~Tentative Agreement — 08-05-21~~

~~The Employer reserves the right to add to, modify, withdraw, or otherwise change proposals in the course of bargaining to arrive at a mutually agreeable collective bargaining agreement.~~

CITY OF WILSONVILLE

and

WILSONVILLE MUNICIPAL EMPLOYEES ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2021~~17~~ THROUGH JUNE 30, 2024~~0~~

TABLE OF CONTENTS

PREAMBLE.....	4423	12.11 Reclassification.....	1717216
ARTICLE 1 – Recognition.....	4423	ARTICLE 13 – Holidays.....	1717216
1.1 Association Recognition.....	4423	13.1 Holidays Observed.....	1817216
1.2 Covered Employees.....	4423	13.2 Holidays Falling on Scheduled Days Off.....	1818216
1.3 Employee Descriptions.....	4423	13.3 Holidays During Leave.....	1818217
1.4 New Classifications.....	5524	13.4 Holiday Pay.....	1818217
1.5 Department.....	5524	13.5 Holiday Work.....	1818217
ARTICLE 2 – Non-Discrimination.....	5524	ARTICLE 14 – Vacation.....	1818217
ARTICLE 3 – Management Rights.....	5524	14.1 Accrual.....	1818217
ARTICLE 4 – Association Security.....	6625	14.2 Eligibility.....	1919217
4.1 Checkoff.....	6625	14.3 Maximum Accrual.....	1919217
4.2 Fair Share.....	6625	14.4 Scheduling.....	1919217
4.3 Religious Objection.....	6625	14.5 Pay Upon Separation.....	1919218
4.4 Electronic Membership Data.....	6625	14.6 Vacation Cancellation.....	1919218
ARTICLE 5 – Association Business.....	6625	14.7 Vacation Transfer.....	1919218
5.1 Representatives.....	6625	ARTICLE 15 – Sick Leave.....	1919218
5.2 Access.....	6625	15.1 Accrual.....	2019218
5.3 Bulletin Board.....	6625	15.2 Utilization.....	2020218
5.4 Collective Bargaining Activities.....	6625	15.3 Notification.....	2020218
5.5 Use of the City Email.....	7726	15.4 Use of Other Accrued Leave.....	2020219
ARTICLE 6 – Hours of Work.....	7726	15.5 Family Medical Leave.....	2020219
6.1 Workweek.....	7726	15.6 Physician Evaluation.....	2020219
6.2 Regular Work Schedule.....	7726	15.7 Transfer.....	2120219
6.3 Modified Work Schedule.....	7726	15.8 Required Leave.....	2121219
6.4 Work Schedules.....	8827	15.9 Return to Work.....	2121219
6.5 Rest and Meal Periods.....	8827	ARTICLE 16 – Educational Opportunities.....	2121219
ARTICLE 7 – Overtime.....	8827	16.1 Tuition Reimbursement.....	2121219
7.1 Waiver.....	8827	16.2 Professional Development Compensation.....	2121220
7.2 Definition.....	8827	16.3 Work-Related Courses.....	2222220
7.3 Assignment.....	9927	16.4 Cost of Textbooks.....	2222220
7.4 Form of Compensation.....	9928	ARTICLE 17 – Other Leaves.....	2222220
7.5 Pyramiding.....	9928	17.1 Criteria and Procedure.....	2222220
7.6 Payment Upon End of Employment.....	9928	17.2 Approval.....	2222220
7.7 Callback.....	9928	17.3 Termination of Leave.....	2222220
7.8 Pager Time.....	9928	17.4 Employee Status.....	2222221
ARTICLE 8 – Special Allowances.....	101029	17.5 Bereavement Leave.....	2222221
8.1 Use of Personal Vehicle.....	101029	17.6 Jury/Witness Duty.....	2323221
8.2 Licenses.....	101029	17.7 Military.....	2323221
8.3 Safety Equipment.....	111129	17.8 Inclement Weather.....	2323221
8.4 Clothing.....	1111210	ARTICLE 18 – Discipline.....	2323222
8.5 Physical Examination.....	1212210	18.1 Discipline and Discharge.....	2323222
ARTICLE 9 – Probationary Period.....	1212210	18.2 Excluded Employee.....	2323222
9.1 Original Appointments.....	1212210	18.3 Imposition.....	2424222
9.2 Promotions.....	1212211	18.4 Representation Rights.....	2424222
ARTICLE 10 – General Provisions.....	1313211	18.5 Due Process.....	2424222
10.1 Seniority.....	1313211	18.6 Just Cause Standards.....	2424223
10.2 Outside Employment.....	1313211	18.7 Notice of Discipline.....	2525223
10.3 Contracting Out.....	1313212	18.8 Discovery Materials.....	2525223
10.4 Job Vacancies.....	1414212	ARTICLE 19 – Grievance Procedure.....	2525223
10.5 Labor/Management Meetings.....	1414212	19.1 Grievance Defined.....	2525223
10.6 Position Description.....	1414212	19.2 Grievance Procedure.....	2525223
10.7 Transfer of Bargaining Unit Work.....	1414213	19.3 Time Limits.....	2626225
10.8 Policy and Procedures.....	1414213	19.4 Discovery Materials.....	2626225
ARTICLE 11 – Reduction in Force.....	1414213	ARTICLE 20 – Personnel Records.....	2727225
11.1 Layoff.....	1414213	20.1 Access.....	2727225
11.2 Recall.....	1515214	20.2 Disciplinary Records.....	2727225
11.3 Notice.....	1515214	20.3 File Purging.....	2727225
ARTICLE 12 – COMPENSATION.....	1515214	20.4 Signature Requirement.....	2727225
12.1 Wages.....	1515214	ARTICLE 21 – Strikes.....	2727226
12.2 Merit Increases.....	1616214	21.1 Prohibition.....	2727226
12.3 Foreign Language Premium.....	1616214	21.2 Association Obligation.....	2727226
12.4 Workers' Compensation.....	1616214	21.3 Lockout.....	2727226
12.5 Health Insurance.....	1616215	ARTICLE 22 – Savings Clause.....	2828226
12.6 Long Term Disability Insurance.....	1717215	ARTICLE 23 – Status of Agreement.....	2828226
12.7 Short Term Disability Insurance.....	1717215	23.1 Complete Agreement.....	2828226
12.8 City's Right to Modify Plans and/or Benefits.....	1717215	23.2 Amendments.....	2828226
12.9 Retirement.....	1717215	ARTICLE 24 – Term of Agreement.....	2929227
12.10 Work Out of Classification.....	1717215		
12.11 Promotion.....	1717216		

Appendix A – Salary Schedule.....Error! Bookmark not defined.Error!
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PREAMBLE

This Agreement is entered into between the City of Wilsonville, hereinafter referred to as the "City," and the Wilsonville Municipal Employees Association, hereinafter referred to as "Association."

ARTICLE 1 – RECOGNITION

1.1 Association Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this collective bargaining agreement.

1.2 Covered Employees.

Overall Unit. All regular and part-time employees of the City of Wilsonville, excluding the following: supervisory and confidential employees as defined by ORS 243.650(6) and (23); transit employees as defined in ORS 243.738, together with fleet mechanics; interns and/or students; temporary employees; seasonal employees; and employees on on-call status. This unit shall be subject to the collective bargaining dispute resolution process according to strikeable units as under PECBA.

1.3 Employee Descriptions.

Regular Full-Time employees shall be defined as employees who are regularly scheduled to work forty (40) hours a week.

Regular Part-Time employees shall be defined as employees who are regularly scheduled to work twenty (20) or more hours per week.

Less-than-half-time employees shall be defined as employees who are scheduled to work less than twenty (20) hours per week. Less than half time employees are not eligible for any employee benefits or accrual of employee benefits, including but not limited to, holidays, insurance, retirement, or paid leaves. Notwithstanding the above, a less than half time employee who is required to work on a recognized holiday will be compensated at time and one-half for all hours worked on the holiday.

Temporary and Seasonal employees are those employees working less than ~~1600–1560~~ hours between November 1 and October 31 of the following calendar year ~~per calendar year~~. Such employees are not part of the bargaining unit and are generally covered by City policy.

Grant funded positions: Positions which are funded by a grant covering 15% or more than the total compensation of the position, including benefits provided under City policy, are not part of the bargaining unit, except under the following:

- A. When a position is 15% or more grant funded for a duration of more than 12 months, and if the grant is renewed for an additional period of time exceeding another 12 months, the employee will be included as a member of bargaining unit upon the renewal of the grant.

For all Grant Funded positions:

- 1) Grant funded positions, regardless of bargaining unit status, serve an initial six (6) month probation period upon initial hire.
- 2) An employee placed in the bargaining unit under a grant funded position does not have recall rights, (Article 11). If the City elects to adopt the position into the budget as a fully funded City position, while the employee is currently employed, recall rights are re-established.
- 3) If the grant is discontinued at any time or not funded after expiration, the position is ended.

1.4 New Classifications. Whenever the City develops a new classification, it shall develop a job description for the position and assign a wage rate. Once this procedure is completed, the City shall notify the Association in writing. In the event the Association does not agree with the assigned wage rate, the Association shall notify the City within fourteen (14) days prior to implementation. The Association may request to bargain pursuant to ORS 243.698. The City shall not be precluded from filling the position during negotiations.

1.5 Department. For purposes of this agreement, the Departments are Administration, Community Development, Finance, Human Resources/Risk Management, Information Technology, Legal, Library, Parks & Recreation, Public Works, and Transit.

TTA: 04/29/21

ARTICLE 2 – NON-DISCRIMINATION

~~There shall be no discrimination by the City against any employee because of age, race, marital status, mental or physical disability, national origin, sex, religion, or any other protected class, in accordance with applicable law. Neither will the City discriminate based on gender identity or sexual orientation. The provisions of this Agreement shall be applied without discrimination to all employees.~~

TTA: 04/29/21

ARTICLE 23 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, transfer and retain employees; to determine schedules of work and work load; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to sub-contract or contract projects or works it deems appropriate. Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the Status of Agreement article (Article 23) contained herein is satisfied. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

TTA: 04/29/21 (Employer withdrawal of clarification)

ARTICLE 34 – ASSOCIATION SECURITY

34.1 Checkoff. The City agrees to deduct ~~the uniformly required~~ Association membership dues and other authorized fees, contributions or assessments once each month from the pay of those employees who have authorized such deductions in writing.

~~4.2 Fair Share. Fair share shall be deducted from the wages of non-member employees in accordance with ORS 243.666(1) and 243.672(1)(c). Fair share deductions shall be made for the month in which the employee was hired. The aggregate deductions of all fair share payers shall be remitted together with an "itemized reconciliation" to the Association no later than the fifth (5th) working day of the month following the month for which the fair share deductions were made.~~

~~4.3 Religious Objection. Bargaining unit members who exercise their right of non-association when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the City within fifteen (15) calendar days of the time dues or fair share payment would have been taken out of the employee's paycheck. The City shall, within fifteen (15) calendar days of its receipt, send a copy of such certification to the Association. If an employee fails to provide certification to the City by the fifteenth (15th) day, the City shall resume dues or fair share deductions until such notice is provided.~~

3.24.4 Electronic Membership Data. The City will furnish the Association, upon reasonable request, using an electronic medium, the following information for each bargaining unit employee: name; employee identification number; ~~fair share~~/member status; amount of dues withheld; classification; base pay rate; hire date; and full-time/part-time status.

TTA: 04/29/21

ARTICLE 45 – ASSOCIATION BUSINESS

45.1 Representatives. The Association will notify the City, in writing, of the names of its representatives and/or elected officers within thirty (30) days of any changes.

45.2 Access. Representatives of the Association shall have reasonable access to the City's facilities to visit employees when necessary during working hours. Notice of such visits to non-public areas shall be given to the department head and the visits shall be conducted in a manner that minimizes any work disruption.

Association representatives/officers will be granted reasonable time off and access to employee work locations during working hours to process grievances through the arbitration step.

45.3 Bulletin Board. Bulletin board space in each building of the City shall be provided the Association for the posting of meeting notices and other information directly related to the Association affairs of the employees covered by this contract.

45.4 Collective Bargaining Activities. The City will allow up to three employees reasonable time off, without loss of pay, for the purpose of collective bargaining sessions, or additional time subject to mutually agreed ground rules. No more than two (2) employees may be off from work from any one division.

TTA: 05-28-21

45.5 Use of the City Email.

- 1) The parties recognize that the City email system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.
- 2) Employees elected/appointed to official positions with the Association and/or representatives may use the City's email system to conduct Association business for the limited purposes of:
 - a) Notifying Association members of meetings and scheduling meetings (date, time, place, and agenda);
 - b) Scheduling meetings among Association officers and/or representatives (date, time, place, and agenda); and
 - c) Filing official correspondence to the City (e.g., grievance documents).
- 3) Such email communications may only be prepared and sent during non-work time, which is limited to before and after work, and during meal and rest periods.

Misuse of the City email system will be subject to the disciplinary process.

[TTA: 04/29/21](#)

ARTICLE 56 – HOURS OF WORK

56.1 Workweek. Except as provided in Section 6.3, the workweek shall begin on Sunday at 12:01 A.M. and end on at midnight on the following Saturday.

6.2 Regular Work Schedule. The regular schedule for regular full-time employees shall normally consist of five (5) consecutive eight (8) hour days in a workweek with two (2) consecutive days off between regular work weeks.

Based on specific bona fide operational needs, the City may assign a work schedule that has a break in consecutive hours or days. If an assignment to a non-consecutive work schedule becomes necessary, the affected employee(s) shall meet with their supervisor and may suggest alternatives. Once the work schedule change is made, employees will be given an opportunity to bid for the schedule based on their seniority. The parties have adopted this provision for the purpose of encouraging full-time employment while accommodating the operational needs of the City. However, this Section is not intended to create any obligation of the City to guarantee any level of work hours or days.

[TTA: 05-28-21](#)

56.3 Modified Work Schedule. A modified work schedule is a schedule which varies from an eight (8) hour work day and/or varies in consecutive days worked. An employee may apply in writing for authorization to work a modified work schedule, for example, four/ten (4/10) hour days.

As long as the schedule meets the operational and service needs of the City, no employee will be denied a modified work schedule. Modified work schedules may be modified, revised, and/or eliminated consistent with Section 6.4 below.

In the event the City grants a modified work schedule, the City reserves the right to modify the workweek.

5.6.4 Work Schedules. ~~Regular~~ employees shall be notified of their work schedule, including the employee's workdays and hours.

[TTA: 05-28-21](#)

5.5 Schedule Changes. Employees will be given notice of work schedule changes ten (10) work days in advance of the change. If a ten (10) day notice is not given, the employee shall be compensated at the overtime rate as per Article 7.4 for all hours worked outside the regular schedule until the notice requirement is met.

Notwithstanding the above, the ten (10) day notice is not required in the following circumstances:

- A. In the case of an emergency and for the duration thereof;
- B. Mutual agreement between the City and the employee; or
- C. Additional or substituted hours assigned to part-time employees.

[TTA: 05-28-21](#)

An emergency shall be defined as a situation beyond the City's control that requires a schedule change to meet operational needs, e.g., impact of inclement weather, natural disasters, illness or injury. Emergency work schedule changes will be discussed with the Association upon request, but such discussions are not a precondition to implementing the changes.

Employees may exchange days, shifts, or hours of work with supervisor approval provided such change does not result in the payment of overtime or presents a disruption to the normal routine of duties. Such exchanges shall not be considered as schedule changes necessitating the ten (10) day notice.

[TTA: 05-28-21 \(withdrawn clarification of what else are examples of emergencies\)](#)

5.66.5 Rest and Meal Periods. All employees working six (6) or more consecutive hours in any workday shall receive at least a one-half (1/2) hour unpaid lunch break and a fifteen (15) minute paid break during each four (4) consecutive hour work period. Part-time employees working at least four (4) hours in a workday shall receive a fifteen (15) minute paid break period.

Modification of State Law. The provisions of this Section regarding appropriate meal periods and rest periods are intended to modify state law concerning meal periods and rest periods as allowed under OAR 839-020-0050.

[TTA: 05-28-21](#)

ARTICLE ~~67~~ – OVERTIME

~~67.1~~ Waiver. The City and the Association agree to waive application of ORS 653.268 and shall utilize the following provisions in determining compensation for overtime.

~~76.2~~ Definition. Overtime shall be compensated for time worked in excess of eight (8) hours in any one day or forty (40) hours per workweek at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. For the purposes of calculating overtime, paid leaves do not count as hours worked.

For those employees working a modified work schedule, as under Article 6.3, overtime shall be compensated for time worked in excess of the daily scheduled shift or in excess of forty (40) hours per workweek. Part time employees shall be compensated for time worked in excess of forty (40) hours per workweek.

Overtime shall be computed to the nearest fifteen (15) minutes, either way. Personal clean-up time shall count for purposes of overtime compensation.

[TTA: 05-28-21](#)

67.3 Assignment. Overtime work must be authorized by management. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. The City shall equally offer overtime assignments among those bargaining unit employees in the department who volunteer for the time and are qualified to perform the necessary work.

67.4 Form of Compensation. The employee may receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1-½) times the regular rate. Compensatory time shall not accrue beyond forty (40) hours. Compensatory time off will not be unreasonably denied, and shall be taken as approved by the department head, consistent with the needs of the City. This section shall not preclude the parties from mutually agreeing to temporarily exceed the 40 hour cap for an employee due to special circumstances up to 240 hours.

[TTA: Employer withdrawal clarification: 04/29/21](#)

67.5 Pyramiding. There shall be no pyramiding of overtime. Time for which overtime or premium compensation may be paid under any provision of this Agreement shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other provision, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

67.6 Payment Upon End of Employment. Upon ending the employment relationship, an employee shall be paid for unused compensatory time at the employee's final regular rate of pay.

67.7 Callback. Employees called back to work outside of their regular work hours shall be compensated with a minimum of three (3) hours of overtime. The calculation of overtime starts when the employee arrives at work and ends when the work is completed. This callback shall not apply if an employee is called back within three (3) hours of the beginning of his/her callback shift. Callback will apply on an employee's regular day off if overtime is not scheduled in a single block of time. As provided above in Section 7.5, Pyramiding, the City will not be required to compensate an employee twice for the same hours. Specifically, an employee called back more than once in a three (3) hour period shall only receive compensation for one callback. For example, one callback shall apply if an employee is called back two (2) or more times between 8:00 pm and 11:00 pm. However, if the last callback requires the employee to work later than 11:00 pm, work performed beyond 11:00 pm shall be compensated at the normal overtime rate.

Scheduled overtime will be treated as callback if the City fails to schedule the time in a single block.

7.8 Pager Standby Time. "Pager time" is defined as the period of time an employee is required to be ready and available for work outside of his/her regular work hours. During the pager time, the employee shall be required to respond to work calls and shall be required to comply with the City's Drug-Free Workplace & Anti-Drug and Alcohol policy. During the pager time, employees generally will be required to report to work within 45 minutes of the pager call. Employees unable to report to work within 45 minutes, due to circumstances beyond their control, must communicate with a supervisor immediately.

One pager shall be assigned to each of the following two groups: 1) Utilities; and 2) Parks, Facilities, and Roads.

The City will require employees to be on pager time on a rotating basis. In November of each year, the City will post a list of pager time for each of the two groups. The City will assign employees in each group to seven (7) consecutive days of pager time, on a rotating basis, beginning with the least senior employee in each group.

Employees may voluntarily trade (exchange assigned pager time with another employee) or transfer (giving assigned pager time to another employee) their pager time with another qualified employee in their group. Voluntary trades or transfers may only be done for seven (7) consecutive days. Employees must notify their supervisor via email of any voluntary trade or transfer as soon as possible and no later than the next calendar day after the trade or transfer is made.

No employee may carry the pager for more than two (2) consecutive weeks. No employee may accept a transfer of the pager for more than three (3) weeks during a calendar year. Employees must accurately report their pager time on their timesheets.

Employees on pager time for seven (7) consecutive days will be paid ten (10) straight time hours in addition to their regular and overtime wages. Employees will be paid an additional five (5) straight time hours per holiday during their seven (7) consecutive days of pager time.

No overtime shall be paid unless the employee is required to return to work.

TTA: 04/29/21

ARTICLE 78 – SPECIAL ALLOWANCES

78.1 Use of Personal Vehicle. Whenever an employee is authorized to use a personal vehicle in the performance of official City duties, the employee shall be reimbursed at the rate established by the IRS as the maximum allowable rate for business travel. All mileage reimbursed shall be as a result of authorized personal vehicle use. "Authorized" means approved by the employee's Department Head or the City Manager/designee.

The City will verify and announce the allowable IRS rate as of January 1 of each year.

Employees who are required to use a personal vehicle for City use must provide proof of insurance as required by state statute when requested by the City.

78.2 Licenses and Certifications. The City shall pay the fees associated with obtaining and maintaining a SMV/CDL license (including the basic DOT examination) when required by the City to perform the duties of an employee's job, excluding the regular. The City will not pay fees associated with obtaining and maintaining a regular driver's license.

The City will continue to maintain required certificates, licenses and memberships at no cost to employees. For certificates, licenses, and memberships that are not required for the employee's position, funds permitting, employees who hold current job-related certifications, licenses, or memberships will receive first priority for maintaining them. Employees interested in obtaining job-related but not required certifications, licenses or memberships will be allowed the opportunity to apply for licenses, memberships or certifications based on a rotational system beginning with the most senior of those who volunteer.

In the case of a required CDL, the City will pay the associated administrative fees and the basic DOT examination for obtaining and maintaining the license for any cost above that of maintaining a regular driver's license.

The City will offer opportunities for desired certificates, licenses and memberships on an available funds basis. Whenever an employee can obtain or retain a higher certification that is pertinent to his/her job, the City will

maintain that higher level of certification so long as there is no additional cost to the City and certification of the same nature at a lower level is a requirement of his/her job.

~~Funds permitting, employees who hold current job related certifications, licenses, or memberships will receive first priority for maintaining them. Employees interested in obtaining job related certifications, licenses or memberships will be allowed the opportunity to apply for licenses, memberships or certifications based on a rotational system beginning with the most senior of those who volunteer.~~

Employees who voluntarily transfer or are promoted to another classification that has a requirement for certifications or licenses may be required to cover the cost of obtaining those certifications or licenses.

TTA: 08-05-21

78.3 Safety Equipment. The City shall provide required safety equipment as listed below and/or as deemed necessary by OSHA and the City will replace theis following equipment as necessitated by wear and tear on the job.

~~Hard hats, ANSI approved safety toed boots up to \$ 150 for boots or an amount determined by the supervisor and Human Resources, gloves (rubber and regular), safety vests, rubber boots, rain gear, safety glasses, hearing protection, masks, and respirators. The City will reimburse employees, annually, for a one-time purchase of up to \$200 for ANSI-approved safety-toed boots as required by the position.~~

Only positions that have identified job hazards for which safety equipment is required shall be eligible for safety equipment and associated reimbursement of costs.

TTA: 08-05-21

87.4 Clothing. The City will provide clothing and reimbursements to new hires and regular full-time employees and regular part-time employees as provided below:

Coveralls as needed.

Insulated coveralls as needed.

Raingear as needed.

Shirts, annually: Public Works and Parks Operations (5 qty), Stormwater Management Coordinator (5 qty), Engineering Inspectors (5 qty), Building Inspectors (5 qty), Industrial Pre-Treatment Technician Coordinator (5 qty), and Code Compliance Coordinator (5 qty). The City will make available up to 10 shirts for new hires in Public Works and Parks Operations.

Jeans: Public Works and Parks Operations, Stormwater Management Coordinator, Industrial Pretreatment TechCoordinator, Engineering Inspectors, and Building Inspectors not to exceed \$180 per fiscal year. This benefit is taxable to the employee and will be disbursed in monthly payments.

Jackets: 1 Jacket – Planner; 1 Spring and 1 Winter Jacket for: Stormwater Management Coordinator, Industrial Pretreatment TechCoordinator, Engineering Inspectors, Building Inspectors, Code Compliance Coordinator, and Public Works and Parks and Operations as needed.

Clothing and laundry service will be provided as follows: Public Works – Standard Coveralls

Where no monetary allowance is provided, employees will be required to turn in clothing and equipment in order to receive new clothes and equipment on an as needed basis.

TTA: 08/05/21

78.5 Physical Examination. When employees are required to undergo a physical exam for licensing or certifications for the purposes of their position, such as DOT examinations, the City shall bear the expense for the basic examination. Employees shall be required to see the City's choice in physicians. The City shall provide three (3) different choices in physicians, one of which will be female and one of which will be male. Employees receiving notice of loss of CDL or medical card must report such to the supervisor.

ARTICLE 89 – PROBATIONARY PERIOD

89.1 Original Appointments. All original appointments and hiring of new employees, shall be tentative and subject to a probationary period of not more than six (6) consecutive months from the date of initial employment, except that employees hired as less than half time will remain on probation for 1040 hours or one (1) year, whichever comes first from the hire date. In the event the probationary period is interrupted, it may be extended by the period of the interruption, but not to exceed twelve (12) months from the date of hire.

In cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended in the sole discretion of the City; however, no probationary period shall be extended beyond twelve (12) months. The employee and the Association shall be notified in writing of any extension and the reasons therefor. Upon the employee's request, a meeting will be scheduled where the employee is afforded the opportunity to discuss the extension with his/her supervisor. If the employee is not notified of the intent to extend probation within the first six (6) months, probation will be considered completed thereafter.

If an employee's probationary period is being extended for the purposes of obtaining a certification or license, the probationary period will end upon the employee achieving the necessary certification or license.

During the initial probationary period (including any extension thereof, but not after a promotion), the employee shall not be eligible for vacation benefits, but shall earn vacation credit to be taken at a later date. Upon request, the City may allow an employee to use earned vacation hours during probationary periods.

During the initial probationary period, the employee shall accrue and be eligible to use sick leave.

Probationary employees may be terminated or disciplined for any reason, and such action shall not constitute a violation of this contract, nor be subject to the grievance procedure.

Upon completion of the probationary period, the employee shall be considered to have satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be given a copy of the passing performance evaluation.

89.2 Promotions. A current non-probationary employee who is successful in his/her bid for a promotion within the bargaining unit will serve a six (6) month probationary period for the sole purpose of determining whether the employee can perform the duties of the new position. If the employee is unable to perform the duties of the new position, he/she shall be entitled to return to his/her former job with all seniority and benefits.

In the event the promotional opportunity is outside of the bargaining unit, the employee retains the right to return to the bargaining unit if his/her failure to make probation within six (6) months is for anything other than disciplinary reasons. Time spent outside the bargaining unit will not accrue toward bargaining unit seniority.

TTA: 05/28/21

ARTICLE ~~910~~ – GENERAL PROVISIONS

910.1 Seniority. For the purpose of this Agreement, seniority shall be defined as an employee's length of service (actual hours worked, less overtime or comp time hours) within the bargaining unit except as provided below. The City shall provide the Association with a seniority list annually.

If an employee has a break in service for a voluntary reason and returns to employment within twelve (12) months of the break in service, all previous seniority and rates of vacation accrual shall be restored.

Seniority shall be terminated if an employee:

- a) Resigns for voluntary reasons and does not return within twelve (12) months.
- b) Is discharged or resigns in lieu of disciplinary action.
- c) Is laid off and fails to respond to written notice provided in Article 11, Reduction in Force.
- d) Is laid off work for a period of time greater than two (2) years.
- e) Is retired.

Seniority shall not be affected by use of paid leaves, FMLA, OFLA, military leave under applicable statute, and worker's compensation.

910.2 Outside Employment. Notice of outside employment while an employee of the City shall be given to the City Manager or his/her designee. The City reserves the right to require termination of that employment when it:

- a) Proves incompatible with the employee's City work schedule;
- b) Detracts from the efficiency of the employee in his/her City work;
- c) Results in a conflict of interest; or
- d) Poses a safety hazard.

910.3 Contracting Out. Only if contracting work out results in the layoff or demotion of current bargaining unit employees, the City shall notify the Association no less than seventy days (70) days prior to the issuance of any request for proposals or consideration of proposals to contract out work presently and regularly performed by bargaining unit employees. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the supporting reasons the City deemed pertinent to its decision. If there are financial reasons underlying the decision, the supporting reasons will include economic rationale.

The Association shall have forty-five (45) days from the receipt of such notice to request bargaining over the impacts on the employee of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall meet with the Association and enter into mid-term bargaining (ORS 243.698) only over the effects of the contracting out decision. In any event, the Association shall be given the opportunity to discuss alternatives with the City.

For the purpose of this Article, effects bargaining shall only be required if the decision to contract out work will create a layoff or demotion of current bargaining unit employees. In the event of a bona fide emergency, notice may be less than seventy (70) days.

910.4 Job Vacancies. Except for reclassifications, the City agrees to post all newly-created positions, promotional opportunities, and/or job openings within the bargaining unit for five (5) workdays prior to any other recruitment process occurring, except that temporary positions may be filled without such notice. The parties may agree to waive this five (5) workday posting requirement. If the duties of the newly-created job are currently being performed by a bargaining unit member, the job will be posted internally only. A copy of all postings will be delivered to the Association at time of posting.

Current employees will be given first opportunity to apply for promotional opportunities within the bargaining unit. In the event the City decides to open the recruitment to outside applicants, the City will notify each internal applicant of the reason(s) for the decision. Regardless of whether or not the City requests outside applicants, all qualified employees will be given an opportunity to interview and full consideration for the position should they participate in an interview.

910.5 Labor/Management Meetings. The parties will, upon mutual agreement, meet regularly to discuss labor-management issues regarding the administration of this Agreement or other issues of concern.

910.6 Position Description. Employees will be provided a copy of their position description at the time of hire. A copy of the position description will be placed in the employee's personnel file. Each employee's position description will be reviewed annually during his/her annual review. If the review results in a modification of the position description, or if a change is made to the position descriptions between annual reviews, the employee and Association will be given an updated copy and a copy will be placed in the employee's personnel file. The copies provided will clearly denote changes made to the job description.

Whenever the City desires to change a job description, it shall provide a copy of proposed changes to the Association fourteen (14) days prior to the proposed implementation date.

910.7 Transfer of Bargaining Unit Work. Nothing prohibits the City from assigning non- bargaining unit employees, including but not limited to employees, supervisors, and managers, work presently and regularly performed by bargaining unit employees in cases of emergencies as determined by the City, absences, relief, training employees, or other incidental bargaining unit work.

910.8 Policy and Procedures. Whenever a procedure or policy is developed or a change is made to an existing written procedure or policy, the City will provide a copy to the Association for review 14 calendar days prior to implementation. In the event the Association makes a demand to bargain within this time, the City shall enter into bargaining pursuant to ORS 243.698. In the event the change is based on urgent circumstances, the City may implement upon notice to the Association. The PECBA process otherwise applies.

TTA: 05/28/21

ARTICLE ~~101~~ – REDUCTION IN FORCE

~~101.1~~ Layoff. If there are changes of duties in the organization, lack of work, or lack of funds, the City Manager may lay off employees. Layoffs are at the discretion of the City.

All temporary and seasonal positions shall be laid off prior to the layoff of any regular status bargaining unit employees, so long as the temporary work falls within the usual and customary duties of the bargaining unit employees.

An employee shall be given notice of a layoff as soon as reasonably possible, but no less than fourteen (14) calendar days before the effective date. Notice of the layoff will be given to the Association, or designee, and to the employee.

Employees shall be laid off in a department in the inverse order of their bargaining unit seniority within the job description affected by the layoff. The City Manager shall first make every reasonable effort to integrate those employees into another position for which the employee is qualified, as determined by the City, by transfer or consider alternatives to layoff by the Association.

Within individual departments, a bargaining unit employee scheduled for layoff may bump the least senior employee at the same or lower salary range occupying a position the employee previously held in the employee's present department. An employee wishing to bump must exercise his or her right within five (5) calendar days from the date he/she receives his or her layoff notice. To bump to the position, the employee must have completed probation in the position he/she is bumping to. A bump will only be allowed if the employee is still able to perform the essential functions of the job and has all the qualifications presented in the job description. In the event an employee does not currently have the relevant certification/license, the employee is still eligible to exercise this bumping right provided the pertinent certification/license is and can be obtained within six (6) months.

An employee who bumps another employee must complete probation in the job with respect to the essential functions of that job. Failure to complete probation within six (6) months will result in the employee's layoff from that job and the employee will be subject to recall under Sections 11.2 and 11.3.

In an effort to minimize the disruption to the workforce, an employee who is bumped will not have a right to bump and will be laid off.

When layoffs occur in a part-time position, part-time seniority cannot be applied to the same full-time position in the department. This means a part-time employee cannot bump a full-time employee under any circumstances.

101.2 Recall. Employees who were laid off shall be recalled to the position they were laid off from, if it still exists, by inverse order of their layoff, and shall remain eligible for recall for two (2) years. As a result of a layoff, the City reserves the right to direct the work load to other employees.

101.3 Notice. It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the laid off employee shall advise the City of acceptance within five (5) calendar days and shall report for duty within ten (10) days of the receipt of the notification by the City. Any employee who fails to accept re-employment at his/her previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all recall rights.

TTA: 05/28/21

ARTICLE 112 – COMPENSATION

112.1 Wages.

Effective July 1, 2017, or upon ratification and approval by City Council approval by September 9, 2021, effective September 1, 2021, whichever is later, each employee base wage will be increased by ~~two~~three and one-half percent (23.5%).

Effective July 1, 2022~~18~~, each employee base wage will be increased by ~~two and one quarter~~one and three-quarters percent (~~2.25~~1.75%).

Effective July 1, 2023~~19~~, each employee base wage will be increased by ~~two and one quarter~~one and one-half percent (~~2.25~~1.50%).

TTA: 08-05-21

112.2 Merit Increases. Merit increases within the employee's salary range will be granted to regular full-time and regular part-time employees annually based on satisfactory performance and continuous service. Less than half-time employees will be granted step increases upon either reaching 2,080 hours or two years (whichever comes first).

Movement within the salary range shall be at least four percent (4%), not to exceed the classification's pay range. The City will retain the right to grant employees movement greater than four percent (4%) and grant employees at the top of their range bonuses if deemed appropriate. Discretionary increases above 4% and bonuses are not grievable.

In the event movement within the City's salary range is denied, the employee will be entitled to appeal the decision through the grievance procedure. The Employer will provide reasonable notice of deficiency prior to denial of an employee's movement within the salary range.

112.3 Foreign Language Premium. The City shall pay an additional three percent (3%) above regular base salary to employees fluent in a language other than English (such as Spanish, Russian, or American Sign Language) if the City determines the second language is beneficial to operations.

The City will establish a process to determine an employee's fluency.

12.4 Workers' Compensation. Employees receiving Workers' Compensation benefits will be allowed to integrate their sick leave or other paid leaves with the payments so they will receive their net-gross salary amount each pay period. The gross salary paid by the City will be subject to required withholdings. The "net" shall be defined as their salary less state and federal income taxes and FICA at the time of the injury or illness.

The City will provide employees with full benefits, at the contribution levels outlined in Section 11.52.4, Insurance, below, while on Workers' Compensation for up to one (1) full year after the date of covered illness or injury.

The City and the Association agree that light-duty opportunities will be assigned to employees if work is available and the employee is certified by a physician to perform the duties of the position.

TTA: 05-28-21

112.5 Health Insurance.

The City will contribute no more than ninety percent (90%) of the monthly premium per regular full-time employee toward either the Kaiser plans or Copay plans with accompanying dental options. The employee will be responsible for the difference and will pay the monthly amount through a payroll deduction.

Regular part-time employees will be responsible for paying a percentage of the selected health insurance plan premiums on a prorated basis according to their full-time equivalent (FTE) identified on their Personnel Action Form (PAF). The City's contribution will not exceed ninety percent (90%) of the monthly premiums.

The City will also continue to maintain CIS Life Plan 5 (\$ 50,000) and the matching accidental death and dismemberment benefit.

The City shall not be obligated to increase its dollar contributions to the plans after June 30, 2024, unless otherwise mutually agreed or negotiated by the parties.

The City will provide employees with the opportunity to contribute to a Flexible Spending Account.

112.6 Long Term Disability Insurance. The City will provide employees with long-term disability insurance as specified in the policy manual.

112.7 Short Term Disability Insurance. The City will make available, at the employees' expense, a Short Term Disability Insurance policy.

112.8 City's Right to Modify Plans and/or Benefits. The City retains the right to change the plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to its current healthcare plan set forth in Section 12.5, Insurance.

112.9 Retirement. The City shall continue to participate in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan Pension (OPSRPP) or any successor plan as required by the governing statutes and administrative rules and will continue to pick-up the employee's contribution of six percent (6%). In the event it is determined by the Legislature, courts, or initiative that the City cannot pick up the employee's contribution, the six percent (6%) shall revert to salary.

The City will continue to participate in the program for use of unused accumulated sick leave as an "option" choice for employees as provided by statute and administrative rule.

112.10 Work Out of Classification. Assignments of personnel to a higher classification on an acting basis may be made by the City. When such assignments are made, they shall be specific and placed in writing to the employee. When so assigned for more than 4 hours in the workday, the employee shall be compensated at five percent (5%) above their current salary.

The City will not change assignments to avoid payment on work out of class, unless such change is an operational necessity.

12.11 Promotion. Employees who are promoted shall receive at least a five percent (5%) pay increase, so long as such increase does not exceed the range the employee is moving to. Reclassifications are not subject to 12.10.

12.11 Reclassification. In order to provide easy access for employees, the City will place all classification descriptions for the bargaining unit on the City's intranet site. Whenever a request for reclassification is made, the City will notify the Association President. The City will acknowledge receipt of reclassification requests within thirty (30) days.

ARTICLE 123 – HOLIDAYS

13.1 Holidays Observed. The City shall observe the following paid holidays:

New Year's Day - January 1st	Labor Day - First Monday in September
M. L. King, Jr.'s Birthday - 3rd Mon. in January	Veterans' Day - November 11 th
Presidents' Day - 3rd Monday in February	Thanksgiving Day—4 th Thursday in November
Memorial Day - Last Monday in May	Day after Thanksgiving
Independence Day - July 4 th	Christmas Day - December 25 th

All regular full-time City employees shall be paid eight (8) hours at their regular straight-time hourly wage for all holidays referred to under this Section. An employee has the option of using vacation, compensatory time, leave without pay, or work extra hour(s) to offset this benefit when given a day off that exceeds eight (8) hours within the pay period.

Regular part-time employees shall receive holiday pay on a prorated basis, as determined by their respective FTE identified on their PAF, not to exceed eight (8) hours.

[TTA: 08-05-21](#)

123.2 Holidays Falling on Scheduled Days Off. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be given as a holiday. If it falls on Sunday, the following Monday shall be given as a holiday. The same pattern will be followed for employees whose workweek is other than Monday through Friday. Whenever a holiday falls on an employee's first day off, the preceding day shall be considered the holiday. When a holiday falls on an employee's second day off, the following day shall be considered the holiday.

When a holiday falls on a Monday or Friday giving the majority of City employees a three (3) day weekend, an employee whose days off are other than Saturday and Sunday may, with supervisor approval, choose to take the day preceding or the day after his/her weekend off as a holiday in lieu of taking the actual holiday, thus giving his/her a three (3) day weekend like other City employees.

123.3 Holidays During Leave. Holidays that occur during paid leave time of any type shall not be charged against such leave.

123.4 Holiday Pay. If any employee works on a recognized holiday, that employee shall be paid for all hours worked at time and one-half the regular rate of pay plus regular holiday pay. The time and one-half pay specified above shall occur only on the actual holiday.

123.5 Holiday Work. In scheduling holiday work, the City shall first solicit volunteers from the qualifying work group and give all volunteering employees equal opportunities for holiday work by rotating assignments. When insufficient numbers of people volunteer for holiday work, employees (other than temporary and seasonal employees) shall be assigned on a rotational basis by inverse seniority.

ARTICLE 134 – VACATION

134.1 Accrual.

Vacation leave shall accrue monthly and may be taken when earned. Full-time employees will accrue vacation according to the following accrual schedule:

<u>Months of Service</u>	<u>Accrued Leave Hours (rate)</u>
0-60	8 hours / 12 days
61-120	11.33 hours / 17 days
121-180	13.33 hours / 20 days
181+	16 hours / 24 days

Part-time employees shall accrue vacation leave on a prorated basis, as determined by their respective FTE identified on their PAF, not to exceed the maximum monthly accrual for full-time employees.

143.2 Eligibility. New employees shall not be eligible for vacation leave during probation, although vacation leave shall accrue from the beginning of employment. Up to 40 hours of vacation may be taken after satisfactory completion of probation. Upon request, the City, may allow an employee to use earned vacation days during probationary periods.

134.3 Maximum Accrual. Employees shall be required to take one (1) week of vacation per year, but may only accrue up to 240 hours of vacation leave with pay.

134.4 Scheduling. Supervisors shall schedule vacation for their respective employees with due consideration for the desires of the employees and the City's work requirements. Vacation schedules may be amended to allow each supervisor to meet emergency situations. In the event that more than one (1) employee has requested the same vacation period off and the workload does not permit all employees to have that period off, the supervisor shall first ask for any volunteers who are willing to reschedule their request. In the event there are insufficient volunteers, preference shall be granted on the basis of seniority provided, however, that each employee may only exercise his/her seniority for vacation bidding once per calendar year.

134.5 Pay Upon Separation. Upon separation from employment, unused vacation benefits earned will be paid out with the final paycheck.

134.6 Vacation Cancellation. In the event approved vacation leave is canceled by the City, the employee shall be notified of the cancellation in writing. Unrecoverable transportation, lodging deposits or other bona fide expenses such as hunting tags, event tickets, etc., will be reimbursed by the City.

134.7 Vacation Transfer. Subject to the requirements above in maximum accrual, the City shall have a leave sharing plan that will allow employees to transfer accumulated vacation leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer "a medical emergency" and who have exhausted all paid leaves may qualify as recipients of leave donated by a coworker into the leave sharing bank. Donated leaves are irrevocable. Requests for leave donations and leave donation transfers must be submitted in writing.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

ARTICLE 145 – SICK LEAVE

145.1 Accrual. All regular full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Sick leave shall accrue from the date of employment.

Regular part-time employees shall accrue sick leave on a prorated basis, as determined by their respective FTE identified on their PAF, not to exceed eight (8) hours.

154.2 Utilization. Employees are eligible for sick leave for the following reasons:

- a) Non-occupational personal illness or physical disability.
- b) Quarantine of an employee by a physician for non-occupationally related disability.
- c) Illness of an immediate family member requiring the employee to remain at home. For the purposes of this Section, immediate family member shall include spouse, domestic partner, parents (including step-parents), children (including step-children and foster children), current father-in-law and mother-in-law, grandparents, grandchildren, and other relatives living in the employee's household.
- d) Necessity for medical or dental care.
- e) Any time utilized under this Section will be utilized in increments of fifteen (15) minutes which will be rounded up to the next quarter ($\frac{1}{4}$) hour on each occasion.

Documentation of the need for sick leave from an employee's attending physician may be required at the City's discretion for absences in excess of three (3) consecutive work days, or if the City has reason to believe that the employee is abusing sick leave privileges. Misuse of sick leave benefits will be subject to disciplinary action. The City will pay any charges or fees (not covered by health insurance) from the employee's attending physician for providing documentation.

145.3 Notification. An employee who is unable to report for work as scheduled shall report the reasons for absence to his/her supervisor one (1) hour prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made or unless emergency circumstances existed to justify the failure to report. Additionally, the employee must call in to report any continuing need to be absent to his/her immediate supervisor prior to the start of each subsequent shift to be eligible for sick leave benefits on these workdays. No daily notice will be required when the employee has submitted a doctor's note which specifically states he/she will be unable to return to work until a certain date.

145.4 Use of Other Accrued Leave. Once sick leave is exhausted, an employee with a serious illness or injury can use other forms of accrued leave (e.g., vacation, compensatory time, etc.).

145.5 Family Medical Leave. Employees shall be granted twelve (12) weeks leave upon request pursuant to ORS 659.470-494. Employees must use, in the following order, sick leave, compensatory time, accrued vacation, and/or leave without pay while on Family Medical Leave. The employee shall submit his/her request for Family Medical Leave in writing.

145.6 Physician Evaluation. The City may require an employee to see a physician of the employee's choice whenever it objectively believes the employee may be unable to safely perform his/her job. The employee will bear the cost of the physician's visit. When it becomes necessary to seek a physician's certification, the City will inform the employee and the Association and place the employee on paid administrative leave until the employee can be examined. The City will be required to pay the employee for the time spent traveling to and from the doctor if outside of administrative leave hours, and will pay mileage. If concerns regarding the employee's ability to safely perform his/her job continue, the City may require the employee to see a physician of the City's choosing. The City will bear the cost of the physician's visit.

145.7 Transfer. The City shall have a leave sharing plan that will allow employees to transfer accumulated sick leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer “a medical emergency” and who have exhausted all paid leaves may qualify as recipients of leave donated by a coworker into the leave sharing bank. The transferring employee must maintain a sick leave balance for his/her own use of at least 480 hours. Requests for leave donations and leave donation transfers must be submitted in writing.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

145.8 Required Leave. The City Manager/designee may require an employee to use sick leave and leave the work place if it is determined the employee is too ill to work or could expose his/her illness to the public or other employees.

145.9 Return to Work. The City may require an employee to provide documentation from his/her attending physician stating he/she is able to return to work when returning from sick leave.

ARTICLE 156 – EDUCATIONAL OPPORTUNITIES

156.1 Tuition Reimbursement. The City may reimburse an employee for full tuition costs for one (1) class per term, not to exceed three (3) classes per year, provided that:

- a) The class is directly related to the employee's work (or to a position to which an employee can reasonably expect to be promoted).
- b) The employee has made prior arrangement with his/her supervisor and received approval from the City Manager/designee for reimbursement prior to registration for such course.
- c) Prior to reimbursement by the City, the employee must submit evidence of satisfactory completion of the course. Satisfactory completion means the employee receives a grade of “BE” or better, or a passing grade in a pass/fail class.
- d) The employee is not receiving reimbursement for tuition from any other source.

The employee agrees to continue employment with the City at least six (6) months following satisfactory completion of the course or will reimburse the City for tuition costs paid during his/her last six (6) months of employment with the City.

TTA: 08-05-21

156.2 Professional Development Compensation. The City shall allow time off with pay and shall pay all expenses of attending classes, lectures, conferences, or conventions, when attendance is on an assignment basis and approved by the City Manager/designee, as set forth in the City’s Professional Development, Travel, and Meals policy. Studying or preparing for classes, lectures, conferences, or conventions shall not be allowed on work time.

Employees who are required to attend out-of-town training, either by the department supervisor or as required by the City to maintain required job-related certifications/licenses, will be paid for the travel time outside of their normal schedule, consistent with Oregon Administrative Rule 839-020-0045. Travel time for required local training will also be paid if it exceeds the normal commute time the employee experiences traveling to and from work. If this time causes them to exceed forty (40) hours in a week, it will be paid at the applicable overtime rate or employees may flex their schedule to compensate for the hours. However, if it is foreseeable the travel time will cause the employee to exceed forty (40) hours in a workweek, the employee must receive the City’s approval of the overtime. Meals shall be reimbursed according to the City’s Professional Development, Travel, and Meals

Policy. Employees who voluntarily attend training that is approved by the City during the employee's normal work schedule shall only be compensated for their normal work schedule.

156.3 Work-Related Courses. When an employee wishes to take a work-related course(s) which is only offered during regular working hours, the City Manager/designee may either:

- a) Pay for the cost of the course and related tests in advance, provided that the employee supervisor for alternative working hours. In the event the employee fails to pass or complete the course or tests, the employee will be required to reimburse the City for the advanced costs; or
- b) Allow time off with pay provided the employee pays his/her own tuition costs and prior arrangements are made with his/her supervisor and approved by the City Manager/designee.

156.4 Cost of Textbooks. The cost of textbooks and technical publications required for courses for an employee's current position shall be the responsibility of the City. Upon completion of such courses, the textbooks and technical publications shall remain City property.

ARTICLE 167 – OTHER LEAVES

167.1 Criteria and Procedure. All requests for an unpaid leave of absence shall be submitted in writing to the City Manager or a designee. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work.

167.2 Approval. Requests for leave will be evaluated on a case by case basis with the operational requirements of the City in mind. Subject to those requirements, approval will not be unreasonably withheld. Requests for leave to conduct Association business will be evaluated in a non-discriminatory fashion.

167.3 Termination of Leave. Notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the City as a resignation when the employment or business is inconsistent with the reason leave was requested and granted. Any employee who is granted a leave of absence without pay under this Section and who inexcusably fails to return to work immediately upon the expiration of said leave of absence, shall be considered as having resigned his/her position with the City.

167.4 Employee Status. Employees on leave without pay remain employees covered by this Agreement, entitled to its non-economic benefits such as access to the grievance procedure. Unless required by law or otherwise specified in this Agreement, employees on leave without pay shall not accrue any economic benefits, including seniority.

167.5 Bereavement Leave. Full-time employees may be granted up to forty hours of paid leave in the event of the death of an immediate family member. The leave is intended to allow the employee time to attend the funeral and make necessary arrangements. Part-time employees will be eligible for bereavement leave on a pro-rata basis, as determined by their respective FTE identified on their PAF, not to exceed forty (40) hours. An immediate family member includes: the spouse of an employee, the domestic partner of an employee, and children and parents of the domestic partner; the biological, adoptive, or foster parent or child of the employee; the grandparent or grandchild of the employee; the parent-in-law of the employee; the sibling of the employee; or a person with whom the employee was in a relationship of in loco parentis. Under Oregon family leave legislation, employees can take a maximum of two weeks of leave per death of an immediate family member, up to a maximum of 12 weeks per leave year. This leave is counted as OFLA leave. Upon application and mutual agreement with the employee's supervisor, the employee may use accumulated leave after the forty (40) hours of compensated bereavement leave. Such request for additional leave shall not be unreasonably denied.

Deviations from the definition of immediate family shall not be allowed; however, the City will consider other leave for employees who wish to take time off as a result of some other person who is significant to him/her.

167.6 Jury/Witness Duty. When a City employee is called for jury duty or is subpoenaed as a witness in a criminal matter, or in a civil matter arising from his/her City employment, he/she will not suffer any loss of regular City compensation or benefits he/she would have earned during such absence. The combination of daily jury/witness hours and hours worked by the employee will not exceed the employee's daily work schedule.

Employees shall contact their supervisor immediately following the completion of jury/witness duty each day. The supervisor will determine whether the employee is required to return to work following the completion of jury/witness duty.

Employees must either waive the juror/witness compensation or must sign the funds over to the City.

167.7 Military. Military leave is granted to all employees absent from work due to service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Generally, advanced notice is required prior to taking military service or training leave.

167.8 Inclement Weather

In the event an employee is unable to make it to work because of inclement weather or the City offers to send employees home as a result of the same, the employee will have the option of using any accrued leave, except sick leave, or take leave without pay.

If an employee reports for work during inclement weather and the City decides to not have the employee work, the employee shall be compensated for a minimum of two (2) hours of work.

TTA: 05/28/21

ARTICLE 178 – DISCIPLINE

178.1 Discipline and Discharge. No covered employee shall be disciplined or discharged except for just cause. Oral warnings, even if reduced to writing, are not considered to be discipline and may not be protested through the grievance procedure. Disciplinary actions include, but are not limited to: written reprimands, suspensions, demotions and discharge. Whenever an employee is disciplined the employee shall be asked to sign the notice of disciplinary action as specified in Section 20.4, Signature Requirement, ~~and the employee may refuse to do so.~~

Informal discipline and corrective actions, such as counseling, specific directives, work improvement plans, oral warnings (even if reduced to writing) and other similar actions are not considered discipline and will not be placed in the personnel file as such. Corrective actions are not subject to the grievance process. They may be used for notice of disciplinary sanctions and are subject to review in yearly evaluations. Employees may provide written rebuttal within ten (10) calendar days, to be placed with the informal discipline or corrective action.

TTA: 05/28/21

178.2 Excluded Employee. Probationary employees (as defined in Section 9.1, Original Appointments), less-than-half-time, temporary, and seasonal employees may be terminated or disciplined for any reason, and such action shall not constitute a violation of this contract, nor be subject to the grievance procedure.

178.3 Imposition. If a supervisor has reason to discipline an employee, he/she shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

178.4 Representation Rights. Upon request, an employee will be entitled to have an Association representative (as under Article 5.1) and/or Association Counsel, without unreasonable delay, present whenever the employee is being interviewed regarding a matter that could lead to a disciplinary action against the employee. Employees subject to discipline, as defined in Section 18.1, will be provided ~~48-24~~ hours written notice of intent to interview the employee. The notice will include facts sufficient to identify the allegation of misconduct, notice of place and time of the interview, and the right to have Association representation as per above. An employee's representation rights may only be invoked in accordance with the standard set forth by the Oregon Employment Relations Board. During any interview of this nature, either party may record the proceeding. If the meeting is recorded, the party making the recording will be obliged to provide a copy of the recording if requested by the other party. If a copy of the recording is requested, a reasonable fee may be imposed.

The supervisor is encouraged to advise an employee of his/her right to Association representation on a matter that might lead to discipline.

TTA: 08-05-21

178.5 Due Process. Prior to imposition of an economic disciplinary sanction, the following procedural due process shall be followed:

- a) The employee shall be given advance written notice of the charges or allegations that may subject them to discipline and of the disciplinary sanctions being considered.
- b) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing prior to the implementation of any discipline. If discharge is the disciplinary sanction being considered, the employee will be given at least seven (7) calendar days' notice of the informal hearing, unless mutually agreed to schedule it earlier.

178.6 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined based on the following questions:

- a) Did the City give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?¹
- b) Was the City's rule or managerial order reasonably related to a) the orderly, efficient or safe operation of the City's business; and b) the performance the City might properly expect of the employee?
- c) Did the City, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
- d) Was the City's investigation conducted fairly and objectively?
- e) At the investigation, did the City obtain substantial and compelling evidence or proof that the employee was guilty as charged?

¹ The parties agree that there are some offenses that are so egregious that forewarning of consequences is not necessary.

- f) Has the City applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
- g) Was the degree of discipline administered by the City reasonably related to a) the seriousness of the employee's proven offense; and b) the record of the employee and his/her service with the City?

178.7 Notice of Discipline. When an employee is disciplined, the Association President/designee will be given notice of the action against the employee, unless the employee declines that such notice be given.

178.8 Discovery Materials. In the event the Association or employee requests a copy of the disciplinary investigation or related materials, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

ARTICLE 189 – GRIEVANCE PROCEDURE

189.1 Grievance Defined. A grievance is any dispute concerning the application, interpretation or enforcement of this Agreement.

189.2 Grievance Procedure. This shall be the exclusive procedure and remedy involving any alleged violation of this Agreement.

Step 1. The employee, with or without an Association representative, shall first take up the grievance with his/her immediate supervisor within fourteen (14) calendar days immediately following the date the employee had or should have had knowledge of the grievance. The Association representative will not present the Step 1 grievance. The supervisor will then issue a response within fourteen (14) calendar days immediately following the date the employee discussed the grievance with his/her immediate supervisor.

Grievances filed in response to decisions rendered by the City Manager or the City Manager's designee shall be initiated at Step 3. The Association shall present the grievance in writing to the City Manager within fourteen (14) calendar days following the decision.

TTA: 05-28-21

Step 2. If the grievance is not resolved at Step 1, the affected employee(s) shall present the grievance in writing to the Department Head with a copy to Human Resources within ten (10) calendar days immediately following the date his/her immediate supervisor's response was received or communicated to the affected employee. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- a) A statement of the grievance and the factual allegations upon which it is based;
- b) The Section(s) of this contract alleged to have been violated;
- c) The remedy sought; and
- d) The name and signature of the employee(s) involved in the grievance, except in the case of a group grievance. In such case, an officer of the local Association will sign.

Within ten (10) calendar days of receipt of the Step 2 grievance, the Department Head and Human Resources will meet with the grievant and, if the grievant requests, a representative of the Association. In the event a meeting

cannot be scheduled because of the unavailability of any party, the parties shall then mutually agree to another date. In any event, the employee/Association will be given at least twenty-four (24) hours' notice of such meeting. Grievances filed by the City shall be initiated at Step 2 and filed with the Association's President.

The Department Head shall render a written decision within ten (10) calendar days following the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, the affected employees(s) shall present the grievance in writing to the City Manager within ten (10) calendar days following the Department Head's response.

Within ten (10) calendar days of receipt of the Step 3 grievance, the City Manager will schedule a meeting to discuss the grievance with the grievant, and if the grievant requests, with a Association representative. The City Manager shall render a written decision within ten (10) calendar days following the Step 3 meeting.

Step 4. If the grievance is not resolved at Step 3 and if the Association or City wishes to pursue the grievance further, the party shall submit the grievance to arbitration by written notice to the City Manager or Association President within ten (10) calendar days following the due date for the Step 3 response or the date the Step 3 response was received, whichever date is sooner.

Unless the parties mutually agree upon an arbitrator, the party requesting arbitration shall, within fourteen (14) calendar days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board for a list of the names of seven (7) arbitrators with their principle place of residence in Oregon or Washington. Upon receipt of the list, the parties shall determine by the toss of a coin who will strike first, and the parties shall then continue to alternate strikes until only one (1) name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing, except that employees that are subpoenaed for the hearing shall not suffer any time loss during the time it is necessary for them to testify. The non-prevailing party shall pay the arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the non-prevailing party for such purpose.

189.3 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant or the Association fails to advance the grievance to the next step in a timely fashion, the right to binding arbitration of the grievance shall be waived.
- b) If the City or the Association, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by written agreement of the parties.

189.4 Discovery Materials. In the event the Association requests materials for review, such as for processing a grievance, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

ARTICLE ~~1920~~ – PERSONNEL RECORDS

1920.1 Access. Each employee shall have the right to review and copy the contents of his/her own personnel file. The City may apply reasonable costs for copies or administrative time, unless the copies and administrative time are de minimus.

In addition to the Association's rights as the exclusive representative, at his/her option and upon presentation of a signed release, an employee may authorize an Association representative to review the contents of his/her file.

1920.2 Disciplinary Records. Each employee shall be given a copy of all disciplinary materials placed in his/her file. An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline if the employee chooses not to grieve such action.

1920.3 File Purging. Written reprimands may be removed from an employee's file, at his/her request, after three (3) years following the date of the last written reprimand so long as no other disciplinary action has occurred within that three (3) year time period. Any material, other than performance evaluations, directly associated with the items being purged, will also be removed from the file. Documents removed from the personnel file shall be placed in a confidential file maintained by the Human Resources Department. Such purged documents will not be used against an employee for the purpose of progressive discipline. Purged documents may be used in any civil or arbitration proceeding for the purpose of establishing consistency of disciplinary action, showing the employee is on notice of a rule, impeachment, lack of discrimination, the existence of mitigating or extenuating circumstances and compliance with legal obligations. The Association will have equal access, upon request, to these files for the same purposes.

1920.4 Signature Requirement. Before any material reflecting negatively on the employee is placed in the employee's file, the employee shall sign a receipt containing the following disclaimer:

"Employee's signature only acknowledges receipt of material. The employee's signature does not necessarily indicate agreement or disagreement."

This shall not apply to a termination notice.

TTA: 05/28/21

ARTICLE ~~201~~ – STRIKES

201.1 Prohibition. The Association and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City during the term of this contract except for under ORS 243.698 or as under PECBA. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

201.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work, or as under those rights as provided by PECBA.

201.3 Lockout. There shall be no lockout of employees during the term of this Agreement.

TTA: 05/28/21

ARTICLE ~~21~~² – SAVINGS CLAUSE

Should any portion of this contract be determined to be contrary to law or ruled in violation of law, the determination shall be deemed to apply only to that specific portion, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such determination, the parties agree to negotiate regarding the invalidated portion under the mid-term bargaining provisions of ORS 243.698. Negotiations shall commence within thirty (30) days.

TTA: 05/28/21

ARTICLE ~~22~~³ – STATUS OF AGREEMENT

223.1 Complete Agreement. This Agreement incorporates the sole and complete agreement between the City and the Association resulting from these negotiations.

223.2 Amendments. This Agreement may be amended at any time by mutual Agreement of the Association and the City.

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining which was not discussed in the negotiations that created the current Agreement, the City shall inform the Association of the condition it wishes to implement or change. The Association will have fourteen (14) days to make a demand to bargain. If the Association makes a timely demand to bargain under PECBA, the City shall enter into the mid - term bargaining provisions of ORS 243.698. If the Association does not demand to bargain, the City may implement or change the condition it has proposed. The Association waives any right to bargain matters it raised during negotiations but which were not embodied in the Agreement.

TTA: 05/28/21

