

RESOLUTION NO. 2379

A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE CITY OF WILSONVILLE AND SEIU LOCAL 503 AND BETWEEN THE CITY OF WILSONVILLE AND WILSONVILLE MUNICIPAL EMPLOYEE ASSOCIATION (WILMEA)

WHEREAS, the City of Wilsonville and SEIU Local 503 have negotiated a three-year collective bargaining agreement for FY 2012-2015;

WHEREAS, the City of Wilsonville and Wilsonville Municipal Employee Association have negotiated a three-year collective bargaining agreement for FY 2012-2015.

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 SEIU Local 503 for FY 2012-2015, attached here as Exhibit-A as if fully set forth herein.
2. The City Manager is authorized on behalf of the City to execute the negotiated and ratified collective bargaining agreement with Wilsonville Municipal Employee Association for FY 2012-2015, attached here as Exhibit-B as if fully set forth herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 6rd day of September, 2012, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor Nunez

Councilor Goddard

Councilor Starr

Attachments:

- Exhibit A - Collective Bargaining Agreement with SEIU Local 503 For FY 2012-2015
- Exhibit B - Collective Bargaining Agreement with Wilsonville Municipal Employee Association For FY 2012-2015

Welcome to Wilsonville...



Collective Bargaining Agreement

**Between
City of Wilsonville
and
SEIU Local 503, OPEU
Transit**

Effective July 1, 2012 through June 30, 2015

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PREAMBLE

This Agreement is entered into between the City of Wilsonville, hereinafter referred to as the "City", and the Service Employees International Union Local 503, Oregon Public Employees Union, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

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

1.2 Covered Employees.

Transit Unit. Transit employees as defined in ORS 243.738, Transit Drivers, Mechanics, Transit Dispatchers, and Fleet Hostlers of the City of Wilsonville, excluding supervisory and confidential employees as defined by ORS 243.650(6) and (23), interns and/or students. This unit shall be subject to the collective bargaining dispute resolution process accorded to non-strikeable units according to Oregon law.

Grant-funded positions will generally be included in this bargaining unit except as mutually agreed by the City and the Union to exclude. The City and the Union will discuss the status of a grant position prior to filling the position. In the event a bargaining unit employee moves to fill a grant-funded position, the employee will be entitled to return to their former position. Fleet is considered a division of the Transit Department.

1.3 Employee Descriptions.

Regular Full-Time employees shall be defined as employees who are regularly scheduled to work forty (40) hours a week, and are part of the bargaining unit.

Regular Part-Time employees shall be defined as employees who are regularly scheduled to work twenty (20) or more hours per week. These employees shall receive benefits provided under this contract on a prorated basis as determined by their actual hours worked including paid leaves approved and taken, not to exceed a maximum equivalent of a full time employee (173.33 hours/month), per pay period. Benefits under this section include sick leave, holiday leave, vacation leave, and insurance premiums (health, life, disability).

Employees working less than 20 hours per week are not part of the bargaining unit.

The City may schedule a less than twenty (20) hour employee to work more than twenty (20) hours in a given week without paying pro-rata benefits to allow for vacation relief, sick leave relief or emergency situations, but in no case shall employees be worked in excess of twenty (20) hours per week for more than four (4) consecutive weeks, or if not consecutive, for an average of more than twenty (20) hours per week in three (3) consecutive pay periods without receiving pro-rata benefits. The pro-ration of benefits will begin upon the conclusion of the applicable

four (4) week or three (3) month period so long as additional hours above twenty (20) hours per week continue to be assigned.

Extra Board transit drivers on the extra board will be guaranteed twenty-five (25) hours pay per week. To receive the guarantee, employees must be available for assignment and accept said assignment unless they call in sick in the morning and have available sick leave time in their accrual bank. In this event, the employee will receive compensation for all hours worked plus the requested sick leave hours for a total of at least twenty-five (25) hours for the week. Hours worked beyond the twenty-five (25) hours are paid at the applicable straight time rate. These employees are considered regular part-time employees, and are part of the bargaining unit.

On Call Transit Driver: Transit drivers who work intermittently and are considered less than half time employees and are not part of the bargaining unit.

Seasonal or Temporary employees shall be defined as employees who are hired to work for 1040 hours or less during a calendar year and are part of the bargaining unit. Seasonal or temporary 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 seasonal or temporary employee who is required to work on a recognized holiday will be compensated time and one-half for all hours worked on the holiday.

The calculation of the allowable 1040 hours shall begin when the employee is first hired. For example, if an employee is hired March 1, 2010 and works 1040 hours by September 1, 2010, he/she will not be eligible for rehire as a seasonal or temporary until January 1, 2011.

The parties understand that if a seasonal or temporary employee works in excess of 1040 hours, the employee shall then be considered a regular status employee but would still be subject to the regular probationary period.

1.4 New Classifications. Whenever the City develops a new classification, they shall develop a job description for the position and assign a wage rate. Once this procedure is completed, the City shall notify the Union in writing. In the event the Union does not agree with the assigned wage rate, the Union shall notify the City within fourteen (14) days and the parties shall negotiate over the wage rate under ORS 243.698. The City shall not be precluded from filling the position during negotiations.

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 Employer discriminate based on gender identity or sexual orientation. The provisions of this Agreement shall be applied without discrimination to all employees.

ARTICLE 3
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, and retain employees; to determine schedules of work; 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.

ARTICLE 4
UNION SECURITY

4.1 Check-off. The City agrees to deduct the uniformly required Union 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 Union 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 only 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 of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. 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 Union. 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.

4.4 Electronic Membership Data. The City will furnish the Union, on a monthly basis, 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.

ARTICLE 5 **UNION BUSINESS**

5.1 Representatives. The Union will notify the City, in writing, of the names of its representatives within thirty (30) days of any changes.

5.2 Access. Representatives of the Union 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 way that minimizes any work disruption.

A Union steward shall be granted reasonable time off and access to employee work locations during working hours to process grievances through the arbitration step.

5.3 Union Leave. Subject to reasonable operational requirements of the City, official Union delegates and members of the Union Board of Directors shall be allowed to use accumulated leave time (other than sick leave) or leave of absence without pay at their request to attend the Union's semi-annual General Council.

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

5.5 Collective Bargaining Activities. The City will allow up to three (3) employees off, without loss of pay, for the purpose of collective bargaining. Two employees from operations and one employee from Fleet.

5.6 Use of the City Email.

(a) 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 Union activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

(b) Employees elected/appointed to official positions and/or representatives may use the City's email system to conduct Union business for the limited purposes of:

1. Notifying Union members of meetings and scheduling meetings (date, time, place, and agenda);
2. Scheduling meetings among Union officers and/or representatives (date, time, place, and agenda); and
3. Filing official correspondence with the City (e.g., grievance documents).

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.

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

ARTICLE 6 **HOURS OF WORK**

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

6.2 Regular Work Schedule. The regular schedule for regular full-time employees shall 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.

6.3 Flexible Work Schedule. A flexible 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 flexible 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 flexible work schedule. Flexible work schedules may be modified, revised, and/or eliminated consistent with Section 6.4 below.

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

6.4 Work Schedules. Regular employees shall be notified of their work schedule, including the employee's workdays and hours. Work schedule changes shall be provided to the employee ten (10) work days in advance. If a ten (10) day notice is not given, the employee shall be compensated at the overtime rate 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.

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 Union 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.

6.5 Rest and Meal Periods. All employees working more than five (5) 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 ten (10) minute paid break period.

For the purpose of **part-time transit drivers**, when working more than six (6) consecutive hours in any workday they shall receive at least a one-half (1/2) hour unpaid lunch break.

All **full-time transit drivers** will be entitled to either one (1) fifteen (15) minute paid break or two (2) ten (10) minute paid breaks each half shift depending on operational necessity.

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.

6.6 Work Hours Generally. The purpose of this Article is to provide general guidelines for work hours and schedule changes.

ARTICLE 7 **OVERTIME**

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

7.2 Definition. Except for those employees working a flexible schedule identified in Article 6, Hours of Work, above, 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 flexible schedule, overtime shall be compensated for time worked in excess of the daily scheduled shift or forty (40) hours per workweek (which may be modified pursuant to Section 6.3, Flexible Work Schedules, above).

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

7.3 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. However, the City shall first assign overtime to qualified bargaining unit volunteers when available. 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. Overtime work normally performed by bargaining unit members shall not be assigned to non-bargaining unit employees when qualified bargaining unit members are available.

Extra Board drivers are hired for the purpose of minimizing overtime liability. The above paragraph will not apply when extra drivers are available or to holdover assignments.

7.4 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 shall be taken by mutual consent and 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.

7.5 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.

7.6 Payment Upon Termination. Upon termination of employment, an employee shall be paid for unused compensatory time at the employee's final regular rate of pay.

7.7 Callback. Employees called back to work outside their work hours shall be compensated with a minimum 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 takes the employee beyond 11:00 pm, the hours that go beyond 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 Standby. The City will maintain its voluntary system for standby. However, if there are no volunteers, management will be responsible to carry the pager if available. However, if management is unavailable, the City may require employees to be on standby on a rotational basis.

Employees who carry pager units for one week will be compensated at the rate of eight (8) hours straight time for each seven (7) day assignment. If a one (1) day holiday falls during the week on pager duty, the employee will be compensated at the rate of twelve (12) hours straight time for that week. If a two (2) day holiday falls during the week on the pager duty, the employee will be compensated at the rate of sixteen (16) hours straight time for that week. Employees may trade days within their week with other qualified employees. Immediate notice of the trade must be provided to the supervisor. Employees that are placed on standby for less than a week will be compensated on a prorated basis.

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

ARTICLE 8 **SPECIAL ALLOWANCES**

8.1 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 compensated at the rate established by the IRS as the maximum allowable rate for business travel. All mileage compensated 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.

8.2 Licenses. The City shall pay the fees associated with obtaining and maintaining a SMV/CDL license when required by the City to perform the duties of an employee's job, excluding the regular driver's license.

The City will continue to maintain required certificates, licenses and memberships at no cost to employees. 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 their 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 have current job-related certifications, licenses, or memberships will receive first priority for maintaining these and then employees interested in obtaining job-related certifications, licenses or memberships will be allowed to receive opportunity 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.

8.3 Safety Equipment. The City shall provide required safety equipment as defined below and/or deemed necessary by OSHA and the City will replace this equipment as necessitated by wear and tear on the job.

Hard hats, ANSI-approved safety-toed boots (up to \$150.00 for boots) (or an amount determined by the supervisor), gloves (rubber and regular), safety vests (safety and surveyor's), rubber boots, rain gear, safety glasses, hearing protection, masks and respirators.

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

Insulated coveralls as needed.

Standard coveralls as needed.

Shirts - Transit (3), Fleet (5) annually.

Uniform Pants – Transit (3) annually.

Jeans - Fleet, not to exceed \$180 per fiscal year. This benefit is taxable to the employee and will be dispersed in monthly payments.

Jackets - 1 jacket each for: Transit, as needed.
1 Spring and 1 Winter jacket for: Fleet, as needed.

Clothing and laundry service will be provided as follows:

Fleet - 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.

8.5 Physical Examination. When an employee is required by the City to undergo a physical exam for licensing or certifications, such as DOT and/or FTA 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 FTA, or medical card must report such to the supervisor.

The City shall not use these exams as fitness-for-duty exams.

8.6 Tool Allowance. The tool allowance for Mechanics has been incorporated into the salary schedule.

ARTICLE 9 **PROBATIONARY PERIOD**

9.1 Original Appointments. All original appointments, including temporary appointments¹, 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. Employees hired as less than half time will receive an increase in pay at the completion of their probation and at 2080 hours or two (2) years, whichever comes first, from their date of hire. In the event the probationary period for full time employees 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 Union 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 will be able to discuss the extension with their 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.

¹ A temporary employee who achieves regular status by working more than 1040 hours will still be subject to the normal probationary period as defined in [Article 1 - Recognition](#).

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 as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the Personnel Action form.

9.2 Promotional. Current non-probationary employees who are successful in their 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 higher level job. If the employee is unable to perform the higher level duties, 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 will have a right to return to the bargaining unit if their 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.

ARTICLE 10 **GENERAL PROVISIONS**

10.1 Seniority. For the purpose of this Agreement, seniority shall be defined as an employee's length of service within the bargaining unit from the last date of hire with the City except as provided below. The City shall provide the Union with a seniority list annually.

In the event two (2) or more full-time employees are hired into the bargaining unit on the same date, seniority ranking shall be determined by the flip of a coin. Part-time employees shall accrue seniority on actual hours worked, less any overtime or comp time hours (2080 hours equals one year).

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 an employee's parental leave of absence without pay.

Seniority and anniversary dates will be changed depending on when employees change from part-time to full-time employment or vice versa.

Part-time hours will be converted to an equivalent amount of time to credit full-time service.

When making this conversion, the City will utilize 2080 as annual hours to make one (1) year and 173.33 to equal one month. Any hours less than 173.33 will be rounded to the nearest whole day. One-half (1/2) day will be rounded up.

10.2 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; or
- c) Results in a conflict of interest.

10.3 Contracting Out. If contracting work out results in the layoff or demotion of current bargaining unit employees, the City shall notify the Local Union President/designee no less than seventy days (70) 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 were financial reasons underlying the decision, the supporting reasons will include economic rationale. During the seventy (70) day period, the Union shall have the opportunity to submit an alternate proposal.

The Union shall have forty-five (45) days from the receipt of such notice to request bargaining over the impact on the employee of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall meet with the Union and enter into bargaining pursuant to ORS 243.698. Parties retain arbitration rights as under ORS 243.698(4) only over the impacts of the contracting out decision.

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.

10.4 Health and Safety. The City policy shall be applicable for all employees. The bargaining unit shall be allowed to select their own members for the committee and representatives shall come from different work areas. There will be an equal number of management and bargaining unit employees on the team.

Reference to discipline in the policy may only be applied in accordance with the standard set forth in this Agreement.

10.5 Job Vacancies. Except for reclassifications, the City agrees to post all newly-created positions or job openings within the bargaining unit on departmental bulletin boards for five (5) workdays prior to any other recruitment process occurring (unless otherwise mutually agreed by the City and Local President/designee), except that temporary positions may be filled without such notice if deemed necessary by the City. 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 Local President/designee at time of posting.

Current employees will be given first opportunity to apply for promotional opportunities in the bargaining unit. In this instance, employees will be notified of the opportunity by a posting of the job announcement on departmental bulletin boards for at least five (5) workdays prior to the City's decision whether or not to open the recruitment to outside applicants. 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. Applicants that are not selected for promotion will be given an opportunity to discuss how they can become a stronger candidate and the reasons for the decision.

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

10.7 New Contract Update. The City and Union will jointly develop and provide to all employees a new contract summary update of changes within 60 days of implementation of the contract.

10.8 New Transit Procedures. Whenever a new transit 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 Union President, or designee, for review 14 calendar days prior to implementation. In the event the Union makes a demand to bargain within this time, the City shall enter into bargaining pursuant to ORS 243.698. In addition, all employees in the Transit Department will be provided a copy of the policy or procedure prior to implementation. In the event the change is based on urgent circumstances, the City may implement upon notice to the Union. The PECBA process otherwise applies.

Transit employees and the Local Union President, or designee, will be provided a copy of all current policies and procedures annually.

10.9 Position Description. Employees will be provided a copy of their position description upon employment. A copy of the position description, containing signatures of both the employee and supervisor, will be placed in the employee's personnel file. Each employee's position description will be reviewed annually during their annual review. If the review results in a modification of the position description, the employee will be given an updated copy containing signatures of both the employee and supervisor. A signed updated copy shall also be placed in the employee's personnel file. If a change is made to the position description between annual reviews, the employee will be contacted and the above process will be followed.

10.10 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 amounts of bargaining unit work.

ARTICLE 11 **REDUCTION IN FORCE**

11.1 Layoff. If there are changes of duties in the organization, lack of work, or lack of funds, the City Manager may lay off employees.

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 employee.

An employee shall be given notice of a layoff with as much notice as reasonably possible, but no less than fourteen (14) calendar days before the effective date. Notice of the layoff will be given to the Local Union President, 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 by transfer or consider alternatives to layoff by the Union.

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 or she receives his or her layoff notice. To bump to the position, the employee must have completed probation in the position they are 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 position. Failure to make probation within six (6) months will result in the employee's termination.

In an effort to minimize the disruption to the workforce, an employee that 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.

11.2 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.

11.3 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 rights hereunder.

ARTICLE 12 **COMPENSATION**

12.1 Wages.

Effective October 1, 2012, each employee base wage will be increased by .5 % (one-half percent).

Effective July 1, 2013, each employee base wage will be increased by 1.5% (one and one-half percent).

Effective July 1, 2014, each employee base wage will be increased by 2.5% (two and one-half percent).

Effective January 1, 2015, each employee base wage will be increased by .5% (one-half percent).

No seasonal/temporary employee that is not on the classification plan will be paid less than the minimum wage rate increases during the life of the Agreement. The City will notify the Union any time increases to the rate are anticipated.

Trainee Driver Pay - During their training period, drivers will be paid \$10.00 an hour or \$.50 above current minimum wage, whichever is higher.

12.2 Step Increases. Movement 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. Part-time employees will be granted step increases upon either reaching 2,080 hours or the employee's anniversary date (whichever comes first). If the part-time employee reaches 2,080 hours first, then that date will become his or her new anniversary date. Movement within the salary range shall be at least four percent (4%) and 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.

12.3 Workers' Compensation. Employees receiving Workers' Compensation benefits will be allowed to integrate their sick leave or other paid leave with the payments so they will receive their net salary amount each pay period. 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 12.4, 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 Union 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.

12.4 Insurance.

Effective September 1, 2012, The City will contribute no more than ninety-two percent (92%) 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.

Effective January 1, 2015, 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 premium based on a pro-rata basis as identified in Section 1.3.

The City will also continue to maintain CCIS Life Plan 5 (\$25,000) and the matching accidental death and dismemberment benefit.

The City shall not be obligated to increase its contributions to the plans after June 30, 2015, unless otherwise mutually agreed or negotiated by the parties.

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

12.5 City's Right to Modify Plan and/or Benefits. The Employer retains the right to change the plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the City's current healthcare plan set forth in Section 12.4, Insurance.

12.6 Retirement. The City shall continue to participate in the Public Employees Retirement System/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.

12.7 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 for each hour worked in the higher classification.

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

12.8 Promotion. Employees that are promoted shall receive at least a five percent (5%) pay increase. Reclassifications are not subject to 12.8.

12.9 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. Staff Directive #33 is appended to the contract, but is not subject to the grievance procedure and may be modified as necessary by the City. Whenever requests for reclassification are made under this appendix, the City will notify the Union President.

Employees that are reclassified to a higher pay range will be moved to the higher range based on the percentage difference between the two ranges. Thereafter, the employee will move on the range based upon the anniversary date that was established in their prior classification. For example, if the ranges are two and one-half percent (2½%) apart, the employee will receive a two and one-half percent (2½%) increase, so long as such increase does not exceed the range the employee is moving to. In other words, in establishing the salary for the reclassified employee, the relative position within the new pay range shall be the same as the relative position in the former range.

ARTICLE 13 **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 Jan.	Veterans' Day - November 11th
Presidents' Day - 3rd Monday in February	Thanksgiving Day—4th Thursday in Nov
Memorial Day - Last Monday in May	Day after Thanksgiving
Independence Day - July 4th	Christmas Day - December 25th

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 accrue holiday pay on a pro-rata basis.

13.2 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 their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three (3) day weekend like other City employees.

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

13.4 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.

13.5 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 14 **VACATION**

14.1 Accrual.

<u>Months of Service</u>	<u>Accrued Leave Hours (rate)</u>
0-60	7.33 hours / 11 days
61-120	10.67 hours / 16 days
121-180	12.67 hours / 19 days
181+	15.34 hours / 23 days

Annual vacation leave shall accrue monthly and may be taken when earned. Part-time employees shall accrue vacation leave on a pro-rata basis.

14.2 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.

14.3 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.

14.4 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 their seniority for vacation bidding once per calendar year.

Transit drivers and dispatchers will bid once annually by seniority for a single specified time period off. All other requests will be on a first-come first-serve basis depending on operational requirements. Bidding shall begin January 2nd and shall not extend beyond the last day in February. The bid will encompass the calendar year and the first week of January for the following year.

14.5 Pay Upon Separation. Upon termination of employment, unused vacation benefits earned will be paid out with the final paycheck.

14.6 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 paid by the City.

14.7 Vacation Transfer. Subject to the requirements above in maximum accrual, the City shall allow employees to transfer accumulated vacation to a coworker with a serious injury or illness, as defined by the FMLA, who has exhausted all accumulated leave. The FMLA definition does not limit the time frame the employee may need or request for transfer of leave. It is only used for defining "serious illness or injury." Donations for leave 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 insurance contribution expense to the City.

ARTICLE 15
SICK LEAVE

15.1 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.

15.2 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.

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.

Written proof of the need for sick leave from the 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.

15.3 Notification. An employee who is unable to report for work as scheduled shall report the reasons for absence to his/her supervisor, when possible, 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 special circumstances existed to justify the failure to report. Additionally, the employee must call in to report any continuing need to be absent to his 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 slip which specifically states he will be unable to return to work until a certain date.

Transit employees must call in an absence at least one (1) hour *prior to* the start of their shift.

15.4 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.).

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

15.6 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 their job. The employee will bear the cost of the physician's visit. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union President/designee 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 the administrative leave time 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. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union President/designee 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 the administrative leave time and will pay mileage.

15.7 Transfer. The City shall allow employees to transfer accumulated sick leave to a co-worker with a serious injury or illness, as defined by the FMLA, who has exhausted all accumulated leave, provided the transferring employee maintains a sick leave balance for their own use of at least 480 hours. The FMLA definition does not limit the time frame the employee may need or request for transfer of leave. It is only used for defining "serious illness or injury." Donations for leave 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 benefit or roll-up expense to the City.

15.8 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 transfer their illness to the public or other employees.

15.9 Return to Work. The City may require an employee to provide a note from their personal physician stating they are able to return to work when returning from sick leave. The note may only be required when the employee has been under the care of a physician.

15.10 Long Term Disability Insurance. The City will provide employees with long-term disability insurance as specified in the attachment to this contract.

ARTICLE 16 **EDUCATIONAL OPPORTUNITIES**

16.1 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 "C" or better, or a passing grade in a pass/fail class.
- d) The employee is not receiving reimbursement for tuition from any other source.
- e) 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.

16.2 Leave and Expenses. 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. 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. 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 the employee 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 Travel 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.

16.3 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 takes the necessary time off without pay or makes prior arrangements with his/her 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.

16.4 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 17 **OTHER LEAVES**

17.1 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.

17.2 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 union business will be evaluated in a non-discriminatory fashion.

17.3 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.

17.4 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.

17.5 Bereavement Leave. In the event of a death in the immediate family or household, up to forty (40) hours of compensated leave per occurrence may be used by full-time employees in order to arrange for and attend the funeral. Part-time employees shall accrue bereavement leave on a pro-rata basis, as identified by Section 1.3. Upon application and mutual agreement with the employee's supervisor, the employee may use accumulated leave (other than sick leave) after the forty (40) hours of compensated leave. Such request for additional leave shall not be unreasonably denied.

For the purpose of this Article, an employee's family shall mean: Spouse, parent or step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal grandparents, paternal grandparents, grandchildren, domestic partner as defined by law, or other family members living in the employee's household. For purposes of this section, a domestic partner's relationship will be considered to be the equivalent of a spouse's relationship.

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

17.6 Witness and/or Jury 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 their City employment, he/she shall not suffer any loss of his/her regular City compensation he or she would have earned during such absence; however, he/she may be required to waive the jury/witness fee provided by the Court as required by law. Time not worked because of such duty shall not affect vacation or sick leave accruals.

17.7 Military. Military leave shall be granted to employees in accordance with Oregon Revised Statutes.

17.8 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.

ARTICLE 18
DISCIPLINE

18.1 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 sign the notice of disciplinary action as specified in Section 20.4, Signature Requirement.

Informal discipline or 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 progressive disciplinary sanctions and are subject to review in yearly evaluations. Employees may provide written rebuttal within 10 days, to be placed with the corrective action.

18.2 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.

18.3 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.

18.4 Representation Rights. Upon request, an employee will be entitled to have a Union/employee representative present whenever the employee is being interviewed regarding a matter that could lead to a disciplinary action against the employee. 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 Union representation on a matter that might lead to discipline.

18.5 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) days' notice of the informal hearing, unless mutually agreed to schedule it earlier.

18.6 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?²
- 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?

²The 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?

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

18.8 Discovery Materials. In the event the Union 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 19 **SETTLEMENT OF DISPUTES**

19.1 Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. The employee, with or without a Union representative,³ shall first take up the grievance with his/her immediate supervisor within ten (10) calendar days immediately following the date the employee had or should have had knowledge of the grievance. The supervisor will then issue a response within ten (10) calendar days immediately following the date the employee discussed the dispute with his/her immediate supervisor. If this informal attempt to resolve the dispute is unsuccessful, the affected employee(s) shall present the grievance in writing to their supervisor with a copy to Human Resources within ten (10) calendar days immediately following the date the response was received or communicated to the affected employee from the immediate supervisor. If a question exists as to whether or not the employee attempted to resolve the dispute informally, the supervisor will be given an opportunity to resolve the dispute prior to a meeting of the "Management Team".⁴ At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union 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

³A union representative at the informal step is intended to provide support and clarification for the employee and normally will not present the grievance.

⁴The employee's "Management Team" may consist of all supervisors responsible for the employee's job performance, including the City Manager and/or his/her designee. The City's personnel officer will generally be present at this level also.

- d) The name and signature of the individual(s) submitting the grievance, except in the case of a group grievance. In such case, an officer of the local union will sign.

Step 2. Within ten (10) calendar days of receipt of the grievance, the Management Team will meet with the grievant and a representative of the Union, if requested by the employee. In the event a meeting cannot be scheduled because of the unavailability of any necessary party, the parties shall then mutually agree to another date. In any event, the employee/Union will be given at least twenty-four (24) hours' notice of such meeting. Grievances filed by the City shall be initiated at this step and filed with the Union's President.

The Management Team shall render a written decision within ten (10) calendar days following the herein-referenced meeting.

Step 3: Mediation. In the event no agreement is reached in Step 2 and within ten (10) days of the Management Team response in Step 2, either party, the Union or the City, may request mediation. Mediation will be by mutual agreement. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 4, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 4. If the grievance is not resolved at Step 2/3 above and if the Union or City wishes to pursue the grievance further, the party shall submit the grievance to arbitration by written notice to the City Manager or Union President within ten (10) calendar days following the date the Step 2 response due date or date received, whichever date is sooner.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

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 that it submit to the parties a list of the names of seven (7) Oregon arbitrators. 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 Union 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 loser shall pay arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the losing party for such purpose.

19.2 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 Union fails to advance the grievance to the next step in a timely fashion, the right to binding arbitration of the grievance shall be waived. However, the grievance can be carried through the Management Team level.
- b) If the City or the Union, 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 mutual agreement of the parties.

19.3 Discovery Materials. In the event the Union 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 20 **PERSONNEL RECORDS**

20.1 Access. Each employee shall have the right to review and copy (at his/her own expense) the contents of their own personnel file. In addition to the Union's rights as the exclusive representative, at his/her option and upon presentation of a signed release, an employee may authorize a Union representative to review the contents of his/her file.

20.2 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.

20.3 File Purging. Written reprimands/warnings shall be removed from an employee's file, at his/her request, after three (3) years so long as no other disciplinary action has occurred within the 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 document 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, lack of discrimination, the

existence of mitigating or extenuating circumstances and compliance with legal obligations. The Union will have equal access, upon request, to these files for the same purposes.

20.4 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 if the employee refuses to sign the document.

ARTICLE 21 **STRIKES**

21.1 Prohibition. The Union 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. 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 Union 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.

21.2 Union Obligation. Pursuant to PECBA, this unit is strike prohibited. In the event of a 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 Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

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

ARTICLE 22 **SAVINGS CLAUSE**

Should any portion of this contract be contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to negotiate regarding the invalidated portion thereof. Negotiations shall commence within thirty (30) days, unless the parties mutually agree to extend such time frame.

ARTICLE 23 **STATUS OF AGREEMENT**

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

23.2 Amendments. This Agreement may be amended at any time by mutual Agreement of the Union and the City. Such amendments shall be in writing and signed by both parties.

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 be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request. For the purpose of this Section, the Union will have 14 calendar days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.698. If the Union does not demand to bargain, the City may implement or change the condition it has proposed. The Union waives any right to bargain matters it raised during negotiations but which were not embodied in the Agreement.

ARTICLE 24
TERM OF AGREEMENT

This Agreement shall be effective upon execution. The Agreement shall remain in full force and effect through June 30, 2015, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1 of the expiring year that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than thirty (30) days from that notice.

This Agreement is hereby executed on this _____ day of _____, 2012, by:

The City of Wilsonville

SEIU Local 503, OPEU

Bryan Cosgrove
City Manager

SEIU Local 503, OPEU

APPENDIX A

STAFF DIRECTIVE 33

(This directive is included for procedural purposes for employees. City actions as a result of this directive are not subject to the grievance procedure. Additionally, this directive may be modified as deemed necessary by the City. In the event the directive is modified, a new Appendix A will be published and distributed.)

City Manager Staff Directive #33

Approved: _____

Date Revised: 12/29/2004

Classification Policy and Procedures

The Classification Plan

The Human Resource Department shall prepare and maintain a classification plan based on an analysis of organizational structure and the duties and responsibilities of each position in the City. A classification is a group of positions sufficiently similar in duties, authority, and responsibility to permit grouping under a common title and which would call for similar qualifications and the same schedule of pay. Positions within the same occupational family are grouped together according to organizational structure and the responsibility and difficulty of tasks assigned to the positions.

The Position Descriptions

The Position Descriptions shall include:

1. **Date of preparation or most recent modification.**
2. **Position Title.**
3. **Department.**
4. **Supervisor** (position).
5. **Position Overview.** A short statement containing the main responsibilities and purpose the position.
6. **Resources Influenced.** Budget and number of employees supervised.
7. **Reporting Positions.** List of positions supervised.
8. **Working environment.** Description of work environment.
9. **Qualifications.** Knowledge, skills, and abilities.
10. **Essential Job Functions.** Physical and mental responsibilities that are fundamental to the job and cannot be reassigned.
11. **Job Duty Outline.** The position is categorically broken down into typical tasks and responsibilities. The outline progresses from general responsibilities to typical specific tasks.
12. **Percentage of work time.** Percentages are assigned to each component of each level in the job duty outline. The percentages correspond to the relative amount of time spent on each

task or responsibility. The sum of the percentages of each level, in each category must equal 100%.

Job descriptions shall be interpreted in their entirety and in relation to others in the classification system. Particular phrases or examples shall not be isolated and treated as a full description and explanation of the kind of work performed. The outline format is designed to provide ease of training and performance evaluation. Employees will be provided a copy of their job description. A copy of the job description, containing signatures of both the employee and supervisor, will be placed in the employee's personnel file.

The definitions in job descriptions are descriptive and not restrictive. They are intended to outline the general duties and are not intended to prescribe each specific duty of a given position. Nothing in the job description is to be interpreted as limiting the ability of the City to modify or alter the detailed tasks involved in the duties of any position as long as they remain within the general definition of the classification. The Human Resource Department may modify qualification requirements or task statements for a given job announcement to include substitute equivalent requirements for selective recruitments, or to more clearly identify necessary qualifications.

Reclassification Policy

A reclassification may occur when job content changes substantially and permanently, requiring the position to be assigned to a different classification and/or pay range. A job can also be reclassified when there is clear evidence the employee is consistently performing all of the duties of a different classification. A position can be reclassified up or down in pay range.

Supervisors are responsible for ensuring that the duties assigned to employees are consistent with their job classification. If the duties of a position change substantially, the position may need to be reclassified. A written form that asks the following questions must accompany any request for reclassification:

- Is there a current classification that is more appropriate? If so explain why?
- What are the new and expanded duties?
- Who was performing these duties before?
- If the employee is currently performing these expanded duties when did they start?
- What higher level of knowledge, skill and responsibility are required by these new duties?
- What percentage of the employee's time will the new duties take?
- What duties will the employee no longer perform (or continue to perform) as a result of the new duties?
- Has the employee ever filed for or received out of class pay for performing these duties?
- Will the new duties require a higher level of supervisory responsibility and decision making authority?
- What specific duties is the employee performing that are not comparable to those included in the current job description?

Requests for Reclassification

An employee or supervisor may initiate a request for a reclassification review. Such a request must be made in writing using the appropriate form provided by the Human Resource Department. The form shall be submitted through the employee's immediate Supervisor to the Human Resource Department. The Human Resource Director shall consider information provided by the employee and supervisor and will determine if there is the need to conduct a classification review. Within 30 calendar days of receipt of the completed form, the Human Resource Director shall make a recommendation to the employee and supervisor.

Classification Review of New Positions

When a new position is proposed, the department head shall submit a written comprehensive outline describing the duties of the position in detail to the Human Resource Director. The Human Resource Director shall then generate a job description in collaboration with the department head and recommend the appropriate classification and salary range. The job description and classification placement will then be submitted to the City Manager for review, comment, and approval. In accordance with the OPEU contract (1.4) the City shall notify the union in writing of the intended wage rate. In the event the union does not agree with the assigned wage rate, the Union shall notify the City within 30 days and the parties shall negotiate over the wage rate. The City shall not be precluded from filling the position during negotiations.

Classification Upgrading as a result of Review

A change in the classification of a position accompanied by assignment of the position to a higher salary range constitutes upgrading. Whenever a position is upgraded as a result of the review process, the recruitment will be waived and the incumbent placed in the upgraded classification if: 1) the upgrading has resulted from an incremental change in duties, 2) the incumbent has been in the job six months or more; and 3) the supervisor and the Human Resource Director find that the incumbent possesses the minimum qualifications of the higher level position. Upgrading resulting from a reorganization of a department or unit must be filled by competitive recruitment and selection procedures.

Reclassification Request Denials

When a formal request for a reclassification is denied, the Human Resource Director will provide a brief one-page summary explaining the reasons for denial to the Employee and Supervisor. An employee or recognized bargaining unit shall have 14 calendar days from the date the results is received by the employee to file any objections. The objections shall be in writing and will include a brief explanation of why the employee feels the action taken is incorrect and the remedy desired. The City Manager will then review this material with the Human Resource Director and will make the final ruling.

**APPENDIX B
Salary Schedule**

**Effective October 1, 2012
0.5% COLA**

<u>Position</u>	Monthly		Hourly	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Fleet Hostler	\$ 2,345	\$ 2,990	\$ 13.53	\$ 17.25
Equipment Mechanic I	\$ 2,653	\$ 3,383	\$ 15.31	\$ 19.52
Transit Driver	\$ 2,653	\$ 3,383	\$ 15.31	\$ 19.52
Transit Dispatcher	\$ 2,857	\$ 3,643	\$ 16.48	\$ 21.02
Equipment Mechanic II	\$ 3,232	\$ 4,122	\$ 18.65	\$ 23.78

**Effective July 1, 2013
1.5% COLA**

<u>Position</u>	Monthly		Hourly	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Fleet Hostler	\$ 2,380	\$ 3,035	\$ 13.73	\$ 17.51
Equipment Mechanic I	\$ 2,693	\$ 3,434	\$ 15.54	\$ 19.81
Transit Driver	\$ 2,693	\$ 3,434	\$ 15.54	\$ 19.81
Transit Dispatcher	\$ 2,900	\$ 3,698	\$ 16.73	\$ 21.33
Equipment Mechanic II	\$ 3,280	\$ 4,184	\$ 18.92	\$ 24.14

**Effective July 1, 2014
2.5% COLA**

<u>Position</u>	Monthly		Hourly	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Fleet Hostler	\$ 2,440	\$ 3,111	\$ 14.08	\$ 17.95
Equipment Mechanic I	\$ 2,760	\$ 3,520	\$ 15.92	\$ 20.31
Transit Driver	\$ 2,760	\$ 3,520	\$ 15.92	\$ 20.31
Transit Dispatcher	\$ 2,973	\$ 3,790	\$ 17.15	\$ 21.87
Equipment Mechanic II	\$ 3,362	\$ 4,289	\$ 19.40	\$ 24.74

**Effective January 1, 2015
0.5% COLA**

<u>Position</u>	Monthly		Hourly	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Fleet Hostler	\$ 2,452	\$ 3,127	\$ 14.15	\$ 18.04
Equipment Mechanic I	\$ 2,774	\$ 3,538	\$ 16.00	\$ 20.41
Transit Driver	\$ 2,774	\$ 3,538	\$ 16.00	\$ 20.41
Transit Dispatcher	\$ 2,988	\$ 3,809	\$ 17.24	\$ 21.98
Equipment Mechanic II	\$ 3,379	\$ 4,310	\$ 19.49	\$ 24.87

APPENDIX C
City of Wilsonville
000010019297

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 2 All Other Full-Time and Part-Time Employees Working
20 or More Hours Per Week

LONG-TERM DISABILITY BENEFITS

MINIMUM HOURS PER WEEK: 20

BENEFIT PERCENTAGE: 60%

MAXIMUM MONTHLY BENEFIT: \$5,000

MINIMUM MONTHLY BENEFIT: \$50

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 90 days of Disability due to the same or a related Sickness or Injury, which must be accumulated within a 180 day period.

MAXIMUM BENEFIT PERIOD (For Sickness or Injury): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.



CITY OF WILSONVILLE

and

WILSONVILLE MUNICIPAL EMPLOYEE ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2012 THROUGH JUNE 30, 2015

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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 Employee 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. These employees shall receive all benefits provided under this contract on a prorated basis as determined by his/her hours worked.

The City may schedule a less than twenty (20) hour employee to work more than twenty (20) hours in a given week without paying pro-rata benefits to allow for vacation relief, sick leave relief or emergency situations, but in no case shall employees be worked in excess of twenty (20) hours per week for more than four (4) consecutive weeks, or if not consecutive, for an average of more than twenty (20) hours per week in three (3) consecutive pay periods without receiving pro-rata benefits. The pro-ration of benefits will begin upon the conclusion of the applicable four (4) week or three (3) month period so long as additional hours above twenty (20) hours per week continue to be assigned.

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 hours 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.

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.

ARTICLE 3 – 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.

ARTICLE 4 – ASSOCIATION SECURITY

4.1 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.

4.4 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.

ARTICLE 5 – ASSOCIATION BUSINESS

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 Use of the City Email.

(a) 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.

(b) 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:

1. Notifying Association members of meetings and scheduling meetings (date, time, place, and agenda);
2. Scheduling meetings among Association officers and/or representatives (date, time, place, and agenda); and
3. Filing official correspondence to the City (e.g., grievance documents).

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.

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

ARTICLE 6 – HOURS OF WORK

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

6.3 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.

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

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.

6.5 Rest and Meal Periods. All employees working more than five (5) 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 ten (10) 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.

ARTICLE 7 – OVERTIME

7.1 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.

7.2 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.

7.3 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.

7.4 Form of Compensation. The employee may receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1-1/2) 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.

7.5 *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.

7.6 *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 and in the next regular pay period.

7.7 *Callback.* Employees called back to work outside their work hours shall be compensated with a minimum 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 *Standby.* "Standby" is defined as a period of time that an employees is required to be ready and available for work, including maintaining a proximity to work of a drive time of less than 45 minutes and being fully capable to respond to work calls, including no use of any substance which may impair the employee from driving or responding to work duty. The City will maintain its voluntary system for standby. The City may require employees to be on standby on a rotational basis.

Employees who carry pager units for one week will be compensated at the rate of eight (8) hours straight time for each seven (7) day assignment. If a one (1) day holiday falls during the week on pager duty, the employee will be compensated at the rate of twelve (12) hours straight time for that week. If a two (2) day holiday falls during the week on the pager duty, the employee will be compensated at the rate of sixteen (16) hours straight time for that week. Employees may trade days within their week with other qualified employees. Immediate notice of the trade must be provided to the supervisor. Employees that are placed on standby for less than a week will be compensated on a prorated basis.

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

ARTICLE 8 – SPECIAL ALLOWANCES

8.1 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.

8.2 Licenses. The City shall pay the fees associated with obtaining and maintaining a SMV/CDL license when required by the City to perform the duties of an employee's job, excluding the regular driver's license.

The City will continue to maintain required certificates, licenses and memberships at no cost to employees. 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 their 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.

8.3 Safety Equipment. The City shall provide required safety equipment as listed below and/or as deemed necessary by OSHA and the City will replace this 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.

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

Coveralls as needed.

Insulated coveralls as needed.

Shirts: annually: Operations (5 qty), Stormwater Coordinator (5 qty), Industrial Pre-Treatment Technician (5 qty).

Jeans - Operations, Stormwater Coordinator, Industrial Pretreatment Tech, Engineering Inspectors, and Building Inspectors not to exceed \$180 per fiscal year. This benefit is taxable to the employee and will be dispersed in monthly payments.

Jackets: 1 Jacket – Planner

1 Spring and 1 Winter Jacket for: Stormwater Coordinator, Industrial Pretreatment Tech, Engineering Inspectors, Building Inspectors, 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.

8.5 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 9 – PROBATIONARY PERIOD

9.1 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 their 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.

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.

9.2 Promotions. A current non-probationary employee who are 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 their 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.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Seniority. For the purpose of this Agreement, seniority shall be defined as an employee's length of service within the bargaining unit from the last date of hire with the City except as provided below. The City shall provide the Association with a seniority list annually.

In the event two (2) or more full-time employees are hired into the bargaining unit on the same date, seniority ranking shall be determined by the flip of a coin. Part-time employees shall accrue seniority on actual hours worked, less any overtime or comp time hours (2080 hours equals one year).

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.

Seniority and anniversary dates will be changed depending on when employees change from part-time to full-time employment or vice versa.

Part-time hours will be converted to an equivalent amount of time to credit full-time service. When making this conversion, the City will utilize 2080 as annual hours to make one (1) year and 173.33 to equal one month. Any hours less than 173.33 will be rounded to the nearest whole day. One-half (1/2) day will be rounded up.

10.2 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.

10.3 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.

10.4 Job Vacancies. Except for reclassifications, the City agrees to post all newly-created positions or job openings within the bargaining unit on departmental bulletin boards for five (5)

workdays prior to any other recruitment process occurring, except that temporary positions may be filled without such notice. 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. Employees will be notified of the opportunity by posting of the job announcement on departmental bulletin boards for at least five (5) workdays prior to the City's decision whether or not to open the recruitment to outside applicants. 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.

10.5 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.

10.6 Position Description. Employees will be provided a copy of their position description upon employment. 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 their annual review. If the review results in a modification of the position description, the employee will be given an updated copy and a copy will be placed in the employee's personnel file. If a change is made to the position description between annual reviews, the employee will be contacted.

10.7 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.

10.8 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.

ARTICLE 11 – REDUCTION IN FORCE

11.1 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 they are 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 position. Failure to make probation within six (6) months will result in the employee's termination.

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.

11.2 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.

11.3 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.

ARTICLE 12 – COMPENSATION

12.1 Wages.

Effective October 1, 2012, each employee base wage will be increased by .5% (one-half percent).

Effective July 1, 2013, each employee base wage will be increased by 1.75% (one and three-quarter percent).

Effective July 1, 2014, each employee base wage will be increased by 2.5% (two and one-half percent).

12.2 Step Increases. Movement 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%). 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.

12.3 Workers' Compensation. Employees receiving Workers' Compensation benefits will be allowed to integrate their sick leave or other paid leave with the payments so they will receive their net salary amount each pay period. 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 12.4, 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.

12.4 Health Insurance.

Effective September 1, 2012, The City will contribute no more than ninety two percent (92%) 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.

Effective January 1, 2014, 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 premium based on a pro-rata basis as identified in Section 1.3.

The City will also continue to maintain CIS Life Plan 5 (\$25,000) 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, 2015, unless otherwise mutually agreed or negotiated by the parties.

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

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

12.6 City's Right to Modify Plan and/or Benefits. The Employer retains the right to change the plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the City's current healthcare plan set forth in Section 12.4, Insurance.

12.7 Retirement. The City shall continue to participate in the Public Employees Retirement System/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.

12.8 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.

12.9 Promotion. Employees that 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 12.9.

12.10 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. Whenever requests for reclassification are made under this appendix, the City will notify the Association President.

Employees who are reclassified to a higher pay range will be moved to the higher range based on the percentage difference between the two ranges. Thereafter, the employee will move on the range based upon the anniversary date that was established in their prior classification. For example, if the ranges are two and one-half percent (2½%) apart, the employee will receive a two and one-half percent (2½%) increase, so long as such increase does not exceed the range the employee is moving to. In establishing the salary for the reclassified employee, the relative position within the new pay range shall be the same as the relative position in the former range.

ARTICLE 13 – 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 accrue holiday pay on a pro-rata basis.

13.2 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.

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

13.4 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.

13.5 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 14 – VACATION

14.1 Accrual.

<u>Months of Service</u>	<u>Accrued Leave Hours (rate)</u>
0-60	7.33 hours / 11 days
61-120	10.67 hours / 16 days
121-180	12.67 hours / 19 days
181+	15.34 hours / 23 days

Annual vacation leave shall accrue monthly and may be taken when earned. Part-time employees shall accrue vacation leave on a pro-rata basis.

14.2 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.

14.3 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.

14.4 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 their seniority for vacation bidding once per calendar year.

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

14.6 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.

14.7 Vacation Transfer. Subject to the requirements above in maximum accrual, the City shall allow employees to transfer accumulated vacation to a dedicated leave bank for use by other City employees who are qualified to receive paid leave donations, as defined by the FMLA, who has exhausted all accumulated leave. Donated leaves are irrevocable. The FMLA definition does not limit the time frame the employee may need or request for transfer of leave. It is only used for defining “serious illness or injury.” Donations for leave must be submitted in writing and are subject IRS regulations. Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any insurance contribution expense to the City.

ARTICLE 15 – SICK LEAVE

15.1 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.

15.2 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 (1/4) hour on each occasion.
- f) Written proof of the need for sick leave from the 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.

15.3 Notification. An employee who is unable to report for work as scheduled shall report the reasons for absence to his/her supervisor, when possible, 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 special circumstances existed to justify the failure to report. Additionally, the employee must call in to report any continuing need to be absent to his 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 slip which specifically states he will be unable to return to work until a certain date.

15.4 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.).

15.5 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.

15.6 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 their 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.

15.7 Transfer. The City shall allow employees to transfer accumulated sick leave to a co-worker with a serious injury or illness, as defined by the FMLA, who has exhausted all accumulated leave, provided the transferring employee maintains a sick leave balance for their own use of at least 480 hours. The FMLA definition does not limit the time frame the employee may need or request for transfer of leave. It is only used for defining "serious illness or injury." Donations for leave 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 benefit or roll-up expense to the City.

15.8 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 their illness to the public or other employees.

15.9 Return to Work. The City may require an employee to provide a note from their personal physician stating they are able to return to work when returning from sick leave.

ARTICLE 16 – EDUCATIONAL OPPORTUNITIES

16.1 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 “C” or better, or a passing grade in a pass/fail class.
- d) The employee is not receiving reimbursement for tuition from any other source.
- e) 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.

16.2 Leave and Expenses. 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. 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. 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 the employee 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 Travel 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.

16.3 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 takes the necessary time off without pay or makes prior arrangements with his/her 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.

16.4 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 17 – OTHER LEAVES

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 Bereavement Leave. In the event of a death in the immediate family or household, up to forty (40) hours of compensated leave per occurrence may be used by full-time employees in order to arrange for and attend the funeral. Part-time employees shall accrue bereavement leave on a pro-rata basis. Upon application and mutual agreement with the employee's supervisor, the employee may use accumulated leave (other than sick leave) after the forty (40) hours of compensated leave. Such request for additional leave shall not be unreasonably denied.

For the purpose of this Article, an employee's family shall mean: Spouse, parent or step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal grandparents, paternal grandparents, grandchildren, domestic partner as defined by law, or other family members living in the employee's household. For purposes of this section, a domestic partner's relationship will be considered to be the equivalent of a spouse's relationship.

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

17.6 Witness and/or Jury 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 their City employment, he/she shall not suffer any loss of his/her regular City compensation he or she would have earned during such absence; however, he/she may be required to waive the jury/witness fee provided by the Court as required by law. Time not worked because of such duty shall not affect vacation or sick leave accruals.

17.7 Military. Military leave shall be granted to employees in accordance with Oregon Revised Statutes.

17.8 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.

ARTICLE 18 – DISCIPLINE

18.1 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.

Informal discipline or 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 progressive disciplinary sanctions and are subject to review in yearly evaluations. Employees may provide written rebuttal within 10 days notice of the corrective action, to be placed with the corrective action.

18.2 Excluded Employee. Probationary employees (as defined in Section 9.1, Original Appointments), and less-than-half-time 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.

18.3 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.

18.4 Representation Rights. Upon request, an employee will be entitled to have a 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 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 or Counsel present. An employee's representation rights may only be invoked in accordance with the standards 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.

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

- a) Prior to imposition of an economic disciplinary sanction, the employee and Association shall be given 7 days advance written notice of opportunity for a rebuttal meeting. The notice will include: comprehensive findings of facts, including a summary of witness statements and identity, if relied upon; findings of violations or allegations of misconduct; and a summary of disciplinary sanctions being considered. In the event the employer relies on audio or video evidence, the employer will provide such with this notice.
- b) The employer will not make final judgment on discipline until after the employee's rebuttal opportunity.
- c) 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.
- d) The employee may be accompanied by an Association representative and/or Association Counsel, who may speak for the employee. The meeting is voluntary.

18.6 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?

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

- 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?
- 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?

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

18.8 Discovery Materials. Upon imposition of discipline, the Association or employee may request a copy of the disciplinary investigation or related materials. The City may apply reasonable costs for copies or administrative time.

ARTICLE 19 – SETTLEMENT OF DISPUTES

19.1 Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1: The employee, with or without an Association representative,² shall first take up the grievance with his/her immediate supervisor within ten (10) calendar days immediately following the date the employee had or should have had knowledge of the grievance. The supervisor will then issue a response within ten (10) calendar days immediately following the date the employee discussed the dispute with his/her immediate supervisor. If this informal attempt to resolve the dispute is unsuccessful, the affected employee(s) shall present the grievance in writing to their supervisor with a copy to Human Resources within ten (10) calendar days immediately following the date the response was received or communicated to the affected employee from the immediate supervisor. If a question exists as to whether or not the employee attempted to resolve the dispute informally, the supervisor will be given an opportunity to resolve the dispute prior to a meeting of the "Management Team".³ At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association shall include:

- a) A statement of the grievance and the factual allegations upon which it is based;

² An Association representative at the informal step is intended to provide support and clarification for the employee and normally will not present the grievance.

³ The employee's "Management Team" may consist of all supervisors responsible for the employee's job performance, including the City Manager and/or his/her designee. The City's personnel officer will generally be present at this level also.

- b) The section(s) of this contract alleged to have been violated;
- c) The remedy sought; and
- d) The name and signature of the individual(s) submitting the grievance, except in the case of a group grievance. In such case, an officer of the Association will sign.

Step 2: Within ten (10) calendar days of receipt of the grievance, the Management Team will meet with the grievant and a representative of the Association and/or Association Counsel if requested. In the event a meeting cannot be scheduled because of the unavailability of any necessary party, the parties shall then mutually agree to another date. In any event, the Association will be given at least twenty-four (24) hours notice of such meeting. Grievances filed by the City shall be initiated at this step and filed with the Association President.

The Management Team shall render a written decision within ten (10) calendar days following the herein-referenced meeting.

Step 3: Mediation. In the event no agreement is reached in Step 2 and within ten (10) days of the Management Team response in Step 2, either party may request mediation. Mediation shall be by mutual agreement of the parties. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. The mediation process will be accomplished within 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 4, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 4: Binding Arbitration. If the grievance is not resolved in the step above and if the Association or City wishes to pursue the grievance further, the moving party shall submit the grievance to arbitration by written notice to the City Manager or Association within ten (10) calendar days following the previous step response due date or date 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 that it submit to the parties a list of the names of seven (7) Oregon arbitrators. 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 who are subpoenaed for the hearing shall not suffer any time loss during the time it is necessary for them to testify. The loser shall pay arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the losing party for such purpose.

19.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If 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. If the City fails to respond in a step, the grievance will advance to the next step. Time limits may be extended by written agreement of the parties.

19.3 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.

ARTICLE 20 – PERSONNEL RECORDS

20.1 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 a Association representative to review the contents of his/her file.

20.2 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.

20.3 File Purging. Written reprimands/warnings may be removed from an employee's file, at his/her request, after three (3) years so long as no other disciplinary action has occurred within the 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 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.

20.4 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 if the employee refuses to sign the document.

ARTICLE 21 – STRIKES

21.1 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. 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.

21.2 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.

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

ARTICLE 22 – 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.

ARTICLE 23 – STATUS OF AGREEMENT

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

23.2 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.

ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effect to June 30, 2015. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1 of the expiring year that it desires to bargain a successor agreement. In the event notice to bargain a successor agreement is provided, negotiations will be initiated within 30 days or as mutually agreed.

This Agreement is hereby executed on this _____ day of _____, 2012, by:

The City of Wilsonville

WilMEA

Bryan Cosgrove date
City Manager

Javier Amaya date
Association Executive Board

APPENDIX A

**Effective October 1, 2012
0.5% COLA**

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
1		\$ 1,603	\$ 2,044	\$ 9.25	\$ 11.79
2		\$ 1,643	\$ 2,095	\$ 9.48	\$ 12.09
3		\$ 1,684	\$ 2,148	\$ 9.72	\$ 12.39
4		\$ 1,728	\$ 2,202	\$ 9.97	\$ 12.70
5		\$ 1,771	\$ 2,256	\$ 10.22	\$ 13.02
6	Library Aide	\$ 1,815	\$ 2,313	\$ 10.47	\$ 13.34
7		\$ 1,860	\$ 2,371	\$ 10.73	\$ 13.68
8		\$ 1,906	\$ 2,430	\$ 11.00	\$ 14.02
9		\$ 1,954	\$ 2,490	\$ 11.27	\$ 14.37
10		\$ 2,003	\$ 2,554	\$ 11.56	\$ 14.73
11		\$ 2,053	\$ 2,617	\$ 11.84	\$ 15.10
12		\$ 2,104	\$ 2,682	\$ 12.14	\$ 15.47
13	Nutrition Program Assistant	\$ 2,156	\$ 2,749	\$ 12.44	\$ 15.86
14		\$ 2,210	\$ 2,818	\$ 12.75	\$ 16.26
15		\$ 2,265	\$ 2,888	\$ 13.07	\$ 16.66
16		\$ 2,323	\$ 2,961	\$ 13.40	\$ 17.08
17	Library Clerk I	\$ 2,381	\$ 3,035	\$ 13.74	\$ 17.51
18		\$ 2,440	\$ 3,110	\$ 14.08	\$ 17.94
19		\$ 2,500	\$ 3,188	\$ 14.42	\$ 18.39
20	Library Clerk II <i>Sewer Vector Operator I</i>	\$ 2,563	\$ 3,268	\$ 14.79	\$ 18.85
21		\$ 2,628	\$ 3,351	\$ 15.16	\$ 19.33
22	<i>CD Permit Clerk/Receptionist</i> Library Volunteer Coordinator	\$ 2,693	\$ 3,434	\$ 15.54	\$ 19.81
23		\$ 2,761	\$ 3,520	\$ 15.93	\$ 20.31
24	Library Clerk III Nutrition Coordinator I	\$ 2,830	\$ 3,608	\$ 16.33	\$ 20.82
25	Utility Worker	\$ 2,900	\$ 3,697	\$ 16.73	\$ 21.33
26	Administrative Assistant I	\$ 2,972	\$ 3,790	\$ 17.15	\$ 21.87
27	Nutrition Coordinator II	\$ 3,046	\$ 3,884	\$ 17.57	\$ 22.41
28		\$ 3,124	\$ 3,982	\$ 18.02	\$ 22.97
29		\$ 3,201	\$ 4,081	\$ 18.47	\$ 23.54
30	Accounting Technician Administrative Assistant II <i>Information Systems Assistant I</i>	\$ 3,281	\$ 4,183	\$ 18.93	\$ 24.13
31	Senior Utility Worker	\$ 3,364	\$ 4,287	\$ 19.41	\$ 24.73

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
32	Administrative Assistant III Fitness Specialist Information & Referral Specialist Municipal Court Clerk Utility Billing Specialist	\$ 3,447	\$ 4,396	\$ 19.89	\$ 25.36
33		\$ 3,533	\$ 4,505	\$ 20.38	\$ 25.99
34	Assistant Planner <i>Environmental Education Specialist</i> GIS & Mapping Technician Permit Technician Program Coordinator Project Coordinator Recreation Coordinator Reference Librarian Sewer Vactor Operator II	\$ 3,622	\$ 4,617	\$ 20.90	\$ 26.64
35		\$ 3,712	\$ 4,733	\$ 21.42	\$ 27.31
36	Water Distribution Technician	\$ 3,805	\$ 4,850	\$ 21.95	\$ 27.98
37	<i>Accountant</i> <i>Public Works Analyst</i> Real Property Specialist	\$ 3,899	\$ 4,973	\$ 22.49	\$ 28.69
38	Information Systems Assistant III Public Works Operations Chief Storm Water Management Coordinator	\$ 3,998	\$ 5,096	\$ 23.07	\$ 29.40
39	<i>Building Inspector I</i> Industrial Pre-treatment Coordinator	\$ 4,097	\$ 5,224	\$ 23.64	\$ 30.14
40	Adult Services Librarian Senior Accountant Senior Engineering Technician Youth Services Librarian	\$ 4,199	\$ 5,356	\$ 24.23	\$ 30.90
41		\$ 4,304	\$ 5,489	\$ 24.83	\$ 31.67
42	Associate Planner Building / Plumbing Inspector II Engineering Associate <i>Information Systems Analyst</i>	\$ 4,412	\$ 5,626	\$ 25.45	\$ 32.46
43		\$ 4,523	\$ 5,767	\$ 26.09	\$ 33.27
44		\$ 4,635	\$ 5,910	\$ 26.74	\$ 34.10
45		\$ 4,753	\$ 6,058	\$ 27.42	\$ 34.95
46	Network Administrator Plans Examiner	\$ 4,870	\$ 6,210	\$ 28.10	\$ 35.83

Italic not filled

Effective July 1, 2013
1.75% COLA

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
1		\$ 1,631	\$ 2,080	\$ 9.41	\$ 12.00
2		\$ 1,672	\$ 2,132	\$ 9.65	\$ 12.30
3		\$ 1,713	\$ 2,186	\$ 9.88	\$ 12.61
4		\$ 1,758	\$ 2,241	\$ 10.14	\$ 12.93
5		\$ 1,802	\$ 2,296	\$ 10.40	\$ 13.25
6	Library Aide	\$ 1,847	\$ 2,353	\$ 10.66	\$ 13.58
7		\$ 1,893	\$ 2,412	\$ 10.92	\$ 13.92
8		\$ 1,940	\$ 2,473	\$ 11.19	\$ 14.27
9		\$ 1,988	\$ 2,534	\$ 11.47	\$ 14.62
10		\$ 2,038	\$ 2,599	\$ 11.76	\$ 14.99
11		\$ 2,089	\$ 2,663	\$ 12.05	\$ 15.36
12		\$ 2,141	\$ 2,729	\$ 12.35	\$ 15.74
13	Nutrition Program Assistant	\$ 2,194	\$ 2,797	\$ 12.66	\$ 16.14
14		\$ 2,249	\$ 2,867	\$ 12.98	\$ 16.54
15		\$ 2,305	\$ 2,939	\$ 13.30	\$ 16.96
16		\$ 2,364	\$ 3,013	\$ 13.64	\$ 17.38
17	Library Clerk I	\$ 2,423	\$ 3,088	\$ 13.98	\$ 17.82
18		\$ 2,483	\$ 3,164	\$ 14.33	\$ 18.25
19		\$ 2,544	\$ 3,244	\$ 14.68	\$ 18.72
20	Library Clerk II <i>Sewer Vector Operator I</i>	\$ 2,608	\$ 3,325	\$ 15.05	\$ 19.18
21		\$ 2,674	\$ 3,410	\$ 15.43	\$ 19.67
22	<i>CD Permit Clerk/Receptionist</i> Library Volunteer Coordinator	\$ 2,740	\$ 3,494	\$ 15.81	\$ 20.16
23		\$ 2,809	\$ 3,582	\$ 16.21	\$ 20.67
24	Library Clerk III Nutrition Coordinator I	\$ 2,880	\$ 3,671	\$ 16.62	\$ 21.18
25	Utility Worker	\$ 2,951	\$ 3,762	\$ 17.03	\$ 21.70
26	Administrative Assistant I	\$ 3,024	\$ 3,856	\$ 17.45	\$ 22.25
27	Nutrition Coordinator II	\$ 3,099	\$ 3,952	\$ 17.88	\$ 22.80
28		\$ 3,179	\$ 4,052	\$ 18.34	\$ 23.38
29		\$ 3,257	\$ 4,152	\$ 18.79	\$ 23.95
30	Accounting Technician Administrative Assistant II <i>Information Systems Assistant I</i>	\$ 3,338	\$ 4,256	\$ 19.26	\$ 24.55
31	Senior Utility Worker	\$ 3,423	\$ 4,362	\$ 19.75	\$ 25.17

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
32	Administrative Assistant III Fitness Specialist Information & Referral Specialist Municipal Court Clerk Utility Billing Specialist	\$ 3,507	\$ 4,473	\$ 20.23	\$ 25.81
33		\$ 3,595	\$ 4,584	\$ 20.74	\$ 26.45
34	Assistant Planner <i>Environmental Education Specialist</i> GIS & Mapping Technician Permit Technician Program Coordinator Project Coordinator Recreation Coordinator Reference Librarian Sewer Vactor Operator II	\$ 3,685	\$ 4,698	\$ 21.26	\$ 27.10
35		\$ 3,777	\$ 4,816	\$ 21.79	\$ 27.78
36	Water Distribution Technician	\$ 3,872	\$ 4,935	\$ 22.34	\$ 28.47
37	<i>Accountant</i> <i>Public Works Analyst</i> Real Property Specialist	\$ 3,967	\$ 5,060	\$ 22.89	\$ 29.19
38	Information Systems Assistant III Public Works Operations Chief Storm Water Management Coordinator	\$ 4,068	\$ 5,185	\$ 23.47	\$ 29.91
39	<i>Building Inspector I</i> Industrial Pre-treatment Coordinator	\$ 4,169	\$ 5,315	\$ 24.05	\$ 30.66
40	Adult Services Librarian Senior Accountant Senior Engineering Technician Youth Services Librarian	\$ 4,272	\$ 5,450	\$ 24.65	\$ 31.44
41		\$ 4,379	\$ 5,585	\$ 25.26	\$ 32.22
42	Associate Planner Building / Plumbing Inspector II Engineering Associate <i>Information Systems Analyst</i>	\$ 4,489	\$ 5,724	\$ 25.90	\$ 33.02
43		\$ 4,602	\$ 5,868	\$ 26.55	\$ 33.85
44		\$ 4,716	\$ 6,013	\$ 27.21	\$ 34.69
45		\$ 4,836	\$ 6,164	\$ 27.90	\$ 35.56
46	Network Administrator Plans Examiner	\$ 4,955	\$ 6,319	\$ 28.59	\$ 36.46

Italic not filled

Effective July 1, 2014
2.5% COLA

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
1		\$ 1,672	\$ 2,132	\$ 9.65	\$ 12.30
2		\$ 1,714	\$ 2,185	\$ 9.89	\$ 12.61
3		\$ 1,756	\$ 2,241	\$ 10.13	\$ 12.93
4		\$ 1,802	\$ 2,297	\$ 10.40	\$ 13.25
5		\$ 1,847	\$ 2,354	\$ 10.66	\$ 13.58
6	Library Aide	\$ 1,893	\$ 2,412	\$ 10.92	\$ 13.92
7		\$ 1,940	\$ 2,472	\$ 11.19	\$ 14.26
8		\$ 1,989	\$ 2,535	\$ 11.48	\$ 14.63
9		\$ 2,038	\$ 2,598	\$ 11.76	\$ 14.99
10		\$ 2,089	\$ 2,664	\$ 12.05	\$ 15.37
11		\$ 2,141	\$ 2,730	\$ 12.35	\$ 15.75
12		\$ 2,195	\$ 2,797	\$ 12.66	\$ 16.14
13	Nutrition Program Assistant	\$ 2,249	\$ 2,867	\$ 12.98	\$ 16.54
14		\$ 2,305	\$ 2,939	\$ 13.30	\$ 16.96
15		\$ 2,363	\$ 3,012	\$ 13.63	\$ 17.38
16		\$ 2,423	\$ 3,088	\$ 13.98	\$ 17.82
17	Library Clerk I	\$ 2,484	\$ 3,165	\$ 14.33	\$ 18.26
18		\$ 2,545	\$ 3,243	\$ 14.68	\$ 18.71
19		\$ 2,608	\$ 3,325	\$ 15.05	\$ 19.18
20	Library Clerk II <i>Sewer Vector Operator I</i>	\$ 2,673	\$ 3,408	\$ 15.42	\$ 19.66
21		\$ 2,741	\$ 3,495	\$ 15.81	\$ 20.16
22	<i>CD Permit Clerk/Receptionist</i> Library Volunteer Coordinator	\$ 2,809	\$ 3,581	\$ 16.21	\$ 20.66
23		\$ 2,879	\$ 3,672	\$ 16.61	\$ 21.18
24	Library Clerk III Nutrition Coordinator I	\$ 2,952	\$ 3,763	\$ 17.03	\$ 21.71
25	Utility Worker	\$ 3,025	\$ 3,856	\$ 17.45	\$ 22.25
26	Administrative Assistant I	\$ 3,100	\$ 3,952	\$ 17.88	\$ 22.80
27	Nutrition Coordinator II	\$ 3,176	\$ 4,051	\$ 18.32	\$ 23.37
28		\$ 3,258	\$ 4,153	\$ 18.80	\$ 23.96
29		\$ 3,338	\$ 4,256	\$ 19.26	\$ 24.55
30	Accounting Technician Administrative Assistant II <i>Information Systems Assistant I</i>	\$ 3,421	\$ 4,362	\$ 19.74	\$ 25.17
31	Senior Utility Worker	\$ 3,509	\$ 4,471	\$ 20.24	\$ 25.79

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
32	Administrative Assistant III Fitness Specialist Information & Referral Specialist Municipal Court Clerk Utility Billing Specialist	\$ 3,595	\$ 4,585	\$ 20.74	\$ 26.45
33		\$ 3,685	\$ 4,699	\$ 21.26	\$ 27.11
34	Assistant Planner <i>Environmental Education Specialist</i> GIS & Mapping Technician Permit Technician Program Coordinator Project Coordinator Recreation Coordinator Reference Librarian Sewer Vactor Operator II	\$ 3,777	\$ 4,815	\$ 21.79	\$ 27.78
35		\$ 3,871	\$ 4,936	\$ 22.33	\$ 28.48
36	Water Distribution Technician	\$ 3,969	\$ 5,058	\$ 22.90	\$ 29.18
37	<i>Accountant</i> <i>Public Works Analyst</i> Real Property Specialist	\$ 4,067	\$ 5,187	\$ 23.46	\$ 29.93
38	Information Systems Assistant III Public Works Operations Chief Storm Water Management Coordinator	\$ 4,170	\$ 5,315	\$ 24.06	\$ 30.66
39	<i>Building Inspector I</i> Industrial Pre-treatment Coordinator	\$ 4,273	\$ 5,448	\$ 24.65	\$ 31.43
40	Adult Services Librarian Senior Accountant Senior Engineering Technician Youth Services Librarian	\$ 4,379	\$ 5,586	\$ 25.26	\$ 32.23
41		\$ 4,488	\$ 5,725	\$ 25.89	\$ 33.03
42	Associate Planner Building / Plumbing Inspector II Engineering Associate <i>Information Systems Analyst</i>	\$ 4,601	\$ 5,867	\$ 26.54	\$ 33.85
43		\$ 4,717	\$ 6,015	\$ 27.21	\$ 34.70
44		\$ 4,834	\$ 6,163	\$ 27.89	\$ 35.56
45		\$ 4,957	\$ 6,318	\$ 28.60	\$ 36.45
46	Network Administrator Plans Examiner	\$ 5,079	\$ 6,477	\$ 29.30	\$ 37.37

Italic not filled