

RESOLUTION NO. 1074

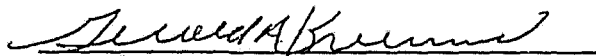
A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND OREGON PUBLIC EMPLOYEES UNION LOCAL #926.

WHEREAS, the City of Wilsonville and the Oregon Public Employees Union Local #926 have collaboratively bargained a three-year collective bargaining agreement effective July 1, 1993, a copy of which is marked Exhibit "A", attached hereto and incorporated by reference herein, which comes before the City Council of the City of Wilsonville for adoption.

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

1. The City Manager is authorized on behalf of the City to enter into a three-year collective bargaining agreement with OPEU Local #926, effective July 1, 1993, which will expire on June 30, 1996. A copy of the agreement has been marked Exhibit "A", is attached hereto and is incorporated by reference herein.

ADOPTED by the City Council of the city of Wilsonville at a regular meeting thereof this 6th day of December, 1993, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA A. ROJAS, CMC/AEE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>

ADMINISTRATION DEPARTMENT
STAFF REPORT, RECOMMENDATION

DATE: DECEMBER 6, 1993
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: REBECCA BORDREAU
HUMAN RESOURCES DIRECTOR
SUBJECT: COLLECTIVE BARGAINING AGREEMENT WITH OPEU

Summary

The City of Wilsonville and the Oregon Public Employees Union have reached a three year agreement through June 30, 1996. OPEU represents 75 full and part-time positions which are neither supervisory or confidential positions. Compensation settlement includes no cost-of-living adjustment for the first year of the contract when the city implements a new classification system and compensation plan; no COLA the second year; a 3% COLA effective July 1, 1995. There are no changes in benefits.

Recommendation

Adopt resolution CB-R-764-93 approving the 1993-1996 collective bargaining agreement with OPEU.

Discussion

Negotiations for a new contract opened in March, 1993. The parties agreed to change from the traditional model of bargaining to a collaborative or "interest based" method. The point of interest-based bargaining, to use the title of the book which popularized it, is "Getting to Yes."

Principal steps in interest-based bargaining are to:

- a. Separate the people from each bargaining issue.
- b. Focus on interests, not positions.
- c. Generate a variety of possibilities before deciding on what to do.
- d. Insist that the result be based on some objective standard.

One of the early steps in interest-based bargaining is that each side shares what their interests are on a particular issue, rather than coming in with hard and fast positions. This step allows each side to better understand the issues through open discussions and, subsequently, find common ground needed to reach a final settlement.

While interest-based bargaining may take longer than traditional bargaining, there are significant benefits to preserving and expanding lines of communication between the union and management. It is not a panacea for removing conflict from labor relations, but rather provides a process to deal with it. The process proved to be successful as the group reached agreement in a non-adversarial manner.

A major issue in bargaining was the development of a compensation plan for the new classification system. In 1993 the City developed a new classification system to comply with a settlement reached in the 1991-1993 bargaining agreement. A new system was needed to correct inequities and bring wages to competitive levels so the City could attract and retain good workers. Employees will move into new salary ranges as a result of restructuring the classification system. It was agreed that all salaries would increase at least 3% when moved to the new pay plan.

Financial Considerations

July 1, 1993

Appendix A reflects the newly adopted compensation plan. The following cities were surveyed to ensure that Wilsonville's wages are competitive: Canby, Gladstone, Milwaukie, Oregon City, Beaverton, Tigard, Tualatin, and West Linn. Salary survey data confirmed that 35% of the bargaining unit were being paid below the wages paid for comparable work in similar jurisdictions.

Implementation of the plan costs the City a total of \$116,200. Over half of the cost is attributable to bringing 35% of the employees to the minimum of their salary range.

\$66,500 to bring employees up to the minimum rate in the new range.
These positions were previously paid below the market rate.

\$24,800 to provide a 3% increase for employees whose wage did not increase at least 3% when they moved onto the new range.

\$17,400 to provide annual merit increases.

\$3,400 for a one-time lump sum payment to 8 employees because they are red-circled or so close to the top of their range so as not to get a full 3% increase.

\$4,100 to provide 6 employees a 4% one-time adjustment in the new compensation plan in recognition of their long-term status.

July 1, 1994

During the second year of the contract there will be no cost-of-living increase.

July 1, 1995

On July 1, 1995, employees will receive a 3% cost-of-living increase as reflected in Appendix B. The 3% adjustment will cost \$57,000.

Other compensation issues include:

There are no increases in the fringe benefit package which includes health, vision, and dental insurance, and retirement; however, in the event National health care legislation creates greater costs to the City than those currently provided, the City may open the Agreement on compensation issues.

Beginning July 1, 1994, movement within the salary range, which is granted annually based on satisfactory performance, is decreased from 5% to 4%. This will cost 1.2% of payroll in year two and three of the contract.

The City may grant employees movement greater than 4% which provides the opportunity to reward employees for exemplary performance.

There are no steps in the salary ranges, which moves us in the direction of pay-for-performance.

The City will no longer pay full salary to those employees receiving Workers' Compensation benefits. Employees will be allowed to integrate their sick leave or other paid leave with the payments so they will receive their net salary amount. The City and the Union also agree that light-duty opportunities will be assigned to employees whenever possible.

Equipment mechanics will receive a tool allowance of 20 cents per hour for use of their personal hand tools.

Part-time employees will receive their salary adjustments after 2080 hours of work, which is the same ratio as full time employees.

EXHIBIT "A"

CITY OF WILSONVILLE

&

**OREGON
PUBLIC EMPLOYEES UNION
LOCAL #926**

**COLLECTIVE BARGAINING
AGREEMENT**

EXPIRATION - JUNE 30, 1996

TABLE OF CONTENTS

Preamble	1	10.5 Job Vacancies	11
ARTICLE 1 - RECOGNITION	1	10.6 Union-Management Committee	12
1.1 Union Recognition	1	ARTICLE 11 - REDUCTION IN FORCE	12
1.2 Covered Employees	1	11.1 Layoff	12
1.3 Employee Descriptions	1	11.2 Recall	12
Full-Time	1	11.3 Notice	13
Regular Part-Time	1	ARTICLE 12 - COMPENSATION	13
Less than 1/2 time	1	12.1 Wages	13
Seasonal or Temporary	1	12.2 Step Increases	13
1.4 New Classifications	2	12.3 Workers' Compensation	13
ARTICLE 2 - NON-DISCRIMINATION	2	12.4 Insurance	14
ARTICLE 3 - MANAGEMENT RIGHTS	2	12.5 Retirement	14
ARTICLE 4 - UNION SECURITY	3	12.6 Work Out of Classification	14
4.1 Checkoff	3	12.7 Promotion	14
4.2 Fair Share	3	ARTICLE 13 - HOLIDAYS	15
4.3 Religious Objection	3	13.1 Holiday Observed	15
ARTICLE 5 - UNION BUSINESS	3	13.2 Holidays on Scheduled Days Off	15
5.1 Representatives	3	13.3 Holidays During Leave	15
5.2 Access	3	13.4 Holiday Pay	15
5.3 Union Leave	4	13.5 Holiday Work	16
5.4 Bulletin Board	4	ARTICLE 14 - VACATION	16
5.5 Collective Bargaining Activities	4	14.1 Accrual	16
ARTICLE 6 - HOURS OF WORK	4	14.2 Eligibility	16
6.1 Workweek	4	14.3 Maximum Accrual	16
6.2 Regular Work Schedule	4	14.4 Scheduling	16
6.3 Flexible Work Schedule	5	14.5 Pay Upon Separation	17
6.4 Work Schedules	5	14.6 Vacation Cancellation	17
6.5 Rest and Meal Periods	5	14.7 Vacation Transfer	17
6.6 Work Hours Generally	5	ARTICLE 15 - SICK LEAVE	17
ARTICLE 7 - OVERTIME	6	15.1 Accrual	17
7.1 Definition	6	15.2 Utilization	17
7.2 Waiver	6	15.3 Notification	18
7.3 Assignment	6	15.4 Use of Other Accrued Leave	18
7.4 Form of Compensation	6	15.5 Parental Leave	18
7.5 Pyramiding	6	15.6 Transfer	18
7.6 Payment Upon Termination	7	15.7 Retirement	18
7.7 Callback	7	ARTICLE 16 - EDUCATIONAL OPPORTUNITIES	19
7.8 Standby	7	16.1 Tuition Reimbursement	19
ARTICLE 8 - SPECIAL ALLOWANCES	7	16.2 Leave and Expenses	19
8.1 Use of Personal Vehicle	7	16.3 Work Related Courses	19
8.2 Licenses	8	16.4 Cost of Textbooks	20
8.3 Safety Equipment	8	ARTICLE 17 - OTHER LEAVES	20
8.4 Clothing	8	17.1 Criteria and Procedure	20
8.5 Physical Examination	8	17.2 Approval	20
8.6 Tool Allowance	9	17.3 Termination of Leave	20
ARTICLE 9 - PROBATIONARY PERIOD	9	17.4 Employee Status	20
9.1 Original Appointments	9	17.5 Bereavement	20
9.2 Promotional	9	17.6 Voting	21
ARTICLE 10 - GENERAL PROVISIONS	10	17.7 Witness and/or Jury Duty	21
10.1 Seniority	10	17.8 Military	21
10.2 Outside Employment	11	17.9 Inclement Weather	21
10.3 Contracting Out	11	ARTICLE 18 - DISCIPLINE	21
10.4 Health and Safety	11	18.1 Discipline and Discharge	21
		18.2 Probationary Employee	22
		18.3 Imposition	22

18.4 Representation Rights	22
18.5 Due Process	22
18.6 Just Cause Standards	22
18.7 Notice of Discipline	23
ARTICLE 19 - SETTLEMENT OF DISPUTES	23
19.1 Procedure	23
19.2 Time Limits	25
ARTICLE 20 - PERSONNEL RECORDS	25
20.1 Access	25
20.2 Disciplinary Records	25
20.3 File Purging	26
20.4 Signature Requirement	26

ARTICLE 21 - STRIKES	26
21.1 Prohibition	26
21.2 Union Obligation	26
21.3 Lockout	26
ARTICLE 22 - SAVINGS CLAUSE	27
ARTICLE 23 - STATUS OF AGREEMENT	27
23.1 Complete Agreement	27
23.2 Amendments	27
ARTICLE 24 - TERM OF AGREEMENT	28

Preamble

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

All employees of the City of Wilsonville, excluding supervisory and confidential employees as defined by ORS 243.650 (6) and (14).

1.3 Employee Descriptions

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

Regular Part-Time employees shall be defined as employees who are regularly scheduled to work 20 or more hours per week. These employees shall receive all benefits provided under this contract on a prorated basis as determined by their actual hours worked.

The City may schedule a less than 20 hour employee to work more than 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 20 hours per week for more than 4 consecutive weeks, or if not consecutive, for an average of more than 20 hours per week in three consecutive pay periods without receiving pro-rata benefits. The pro-ration of benefits will begin upon the conclusion of the applicable 4 week or three month period so long as additional hours above 20 hours per week continue to be assigned.

Less than 1/2 time employees shall be defined as employees who are scheduled to work less than 20 hours per week. These employees shall not be entitled to any accrual of benefits except that any 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.

Seasonal or Temporary employees shall be defined as employees who are hired to work for 1040 hours or less. These employees shall not be entitled to any accrual of benefits except that any 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 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 30 days and the parties shall negotiate over the wage rate. The City shall not be precluded from filling the position during negotiations.



ARTICLE 2 NON-DISCRIMINATION

There shall be no discrimination by the employer against any employee because of age, race, national origin, sex or religion and 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 judgement 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 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 Checkoff

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 nonmember 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 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 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 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 15th day, the City shall resume dues or fair share deductions until such notice is provided.



ARTICLE 5
UNION BUSINESS

5.1 Representatives

The Union will notify the City, in writing, of the names of its representatives.

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 four employees off, without loss of pay, for the purpose of collective bargaining.



ARTICLE 6 HOURS OF WORK

6.1 Workweek

The workweek shall begin on Sunday and end on Saturday.

6.2 Regular Work Schedule

The regular schedule for full-time employees shall consist of five (5) consecutive eight (8) hour days in a workweek in addition to an unpaid meal period.

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.

The Union and City mutually support the use of flexible work schedules. An employee requesting authorization to work a flexible work schedule shall have that request accommodated whenever reasonably possible.

6.4 Work Schedules

Except in an emergency and for the duration thereof, work schedule changes shall be posted 10 working days in advance, and discussed with the Union upon request, but such discussions are not a precondition to implementing the changes.

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.

Whenever a work schedule change is made that is not a result of an emergency or mutually agreed between the employee and his/her supervisor and 10 days 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. Additional hours may be offered to part-time employees without notice and such increase in their schedule shall not be considered a schedule change.

Each department may develop policy for emergency situations.

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 hour unpaid lunch break and a 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. Employees who already have longer lunch periods by prior arrangement shall not have those lunch periods reduced.

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 Definition

For employees working a regular schedule, overtime shall be compensated for time worked in excess of eight (8) hours in any one day and shall be compensated at a rate of one and one-half (1 1/2) times the employee's regular rate of pay.

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

7.2 Waiver

The parties agree that the provisions of ORS 279.340 shall be waived and overtime will be paid for all hours worked in a workweek in excess of 40 hours for all employees who voluntarily agree to accept such waiver. The Union has obtained NLRB certification to adopt the Section 7 (b) (1) exemption provided for in the Fair Labor Standards Act.

7.3 Assignment

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 distribute 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.

7.4 Form of Compensation

The employee shall have the option to receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1 1/2) times the normal rate. Compensatory time shall not accrue beyond 40 hours. This section shall not preclude the parties from mutually agreeing to exceed the cap 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 from the time the call is received to the time of their return to their residence, with a minimum call time of not less than two hours. This callback shall not apply if an employee is called back within two hours of the beginning of his/her shift.

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 holiday falls during the week on pager duty, the employee will be compensated at the rate of 12 hours straight time for that week. Employees may trade days within their week with other qualified employees.

An employee shall not be on standby duty once he/she actually commences performing duties and receives the appropriate rate of pay for time worked.

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 fees 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 the City will replace this equipment as necessitated by wear and tear on the job.

Hard hats, steel-toe boots, gloves (rubber and regular), vests (safety and surveyor's), rubber boots, rain gear, safety glasses, coveralls/pants/shirts/jackets (laundry service for plant operations), hearing protection, lab coats, masks and respirators.

8.4 Clothing

The City will retain the current clothing allowance (see attachment) and if it desires to change the practice no employee will suffer any additional out-of-pocket costs compared to current practice.

8.5 Physical Examination

When an employee is required by the City to undergo a physical exam, the City shall bear the expense. Employees shall, at their option, be entitled to payment in advance, or direct billing by the health provider to the City.

8.6 Tool Allowance

All Equipment Mechanics will receive a tool allowance for use of their personal hand tools. Effective July 1, 1993 the allowance will be \$35 a month; July 1, 1994 - \$38 a month; and July 1, 1995 - \$42 a month.



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. In the event the probationary period is interrupted, it may be extended by the period of the interruption, but not to exceed six months total.

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 by mutual Agreement; however, no probationary period shall be extended beyond 12 months. The employee shall be notified in writing of any extension and the reasons thereof.

During the initial probationary period, 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 as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed, in writing, by the appropriate supervisor.

9.2 Promotional

Current non-probationary employees who are successful in their bid for a job vacancy, will serve a six (6) month probationary period for the sole purpose of determining whether the employee can perform the duties of the higher 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. ▶

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.

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 months is for anything other than disciplinary reasons.



ARTICLE 10 GENERAL PROVISIONS

10.1 Seniority

For the purpose of this Agreement, city seniority shall be defined as an employee's length of continuous service with the City from the last date of hire. Departmental seniority shall be defined as length of service within the department. The City shall provide the Union with a city-wide and departmental seniority list annually.

Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. In the event two (2) or more employees are hired 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 (2080 hours equals one year).

Seniority shall be terminated if an employee:

- a) Resigns.
- b) Is discharged.
- c) Is laid off and fails to respond to written notice as provided in Article 11.
- d) Is laid off work for a period of time greater than 24 months.
- e) Is retired.

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

In accordance with ORS 659.360, seniority shall not be affected by an employee's parental leave of absence without pay.

10.2 Outside Employment

Notice of outside employment while an employee of the City shall be given to the City Manager. 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

The City shall notify the Local Union President/designee no less than 45 days prior to the issuance of any request for proposals or consideration of proposals to contract out work performed by bargaining unit employees. The Union shall have 30 days from the receipt of such notice to request bargaining over the effects of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall enter into bargaining pursuant to ORS 243.650-776. In any event, the Union shall be given the opportunity to discuss alternatives with the City.

For the purpose of this article, bargaining shall only be required if the decision to contract out work will create a job loss or work curtailment for current bargaining unit employees. In the event of a bona fide emergency, notice may be less than 45 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.

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

10.5 Job Vacancies

The City agrees to post all job openings within the bargaining unit on departmental bulletin boards for five workdays prior to any other recruitment process occurring, except that temporary positions may be filled without such notice if deemed necessary by the City. 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 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 Union-Management Committee

The City and the Union mutually respect the value of open communication. The City will continue to provide a forum for discussion and resolution of issues of concern to either party. To this end, the parties will form an on-going Union-Management Committee.

The committee will generally consist of equal numbers of participants from OPEU and the City. Each party shall select their own members of the Union-Management Committee and they shall serve without loss of pay. The committee shall have no authority to modify the Collective Bargaining Agreement.

The committee shall follow the interest-based collaborative process utilized by the parties in bargaining.

In addition to the above defined committee, managers/supervisors and shop stewards will meet on a regular basis to exchange ideas or solve problems. It will be the responsibility of managers/supervisors and shop stewards to make sure these meetings occur.

This process does not replace the requirements set forth in Article 19 - Settlement of Disputes.



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 positions in the same classification shall be laid off prior to the layoff of any regular status bargaining unit employees. Employees shall be laid off in the inverse order of their seniority within the classification affected by the layoff on a divisional basis. Seniority shall apply as defined in 10.1 Seniority of the Agreement. The City Manager shall first make every reasonable effort to integrate those employees into another position by transfer.

The City will give 30 days notice to any employee who is to be laid off.

11.2 Recall

Employees shall be recalled by inverse order of their layoff, and shall remain eligible for recall for three (3) 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 one (1) calendar week 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 July 1, 1993 the City will implement the attached classification and wage schedule. Movement in the salary schedule as a result of an anniversary date in Fiscal Year 1993/94 will be five percent (5%).

Effective July 1, 1995 the salary schedule will be increased by three percent (see attached salary schedule) and all employees will move the same percentage within their ranges or to the top of their range, whichever is less.

No seasonal/temporary employee or employee that works less than half-time and is not on the classification plan will be paid less than \$5.15 per hour, which is the current minimum hourly rate. The City will notify the Union any time increases to the rate are anticipated.

12.2 Step Increases

Movement within the employee's salary range will be granted annually based on satisfactory performance and continuous service, except that part-time employees that are in the classification plan will be granted increases based on the completion of 2080 hours of work (current regular part-time employees who work more than 20 hours and who receive increases annually will be grandfathered). 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. In the event movement within the employee'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 while on Workers' Compensation for up to one 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

The City will provide fully paid medical insurance under LOC Plan 5 (\$100 deductible) with LOC Basic Vision or a substantially comparable plan for the life of the Agreement. LOC Dental Plan 3 will be maintained or a substantially comparable plan for the life of the Agreement. The City will also continue to maintain LOC Life Plan 5 and the matching accidental death and dismemberment benefit. The City shall not be obligated to increase its contributions to the plans after June 30, 1996 unless otherwise mutually agreed or negotiated by the parties.

As an option, employees may select Kaiser Dental or Kaiser Medical with the vision option LOC Plan 5 (\$100 deductible). In any event the City will not be obligated to contribute any more premium amount than required for the same plans provided by LOC.

In the event National health care legislation creates greater costs to the City than those specified above, the City may open the Agreement on compensation issues.

The parties will form a cost-containment committee to discuss relevant insurance issues.

12.5 Retirement

The City shall continue to participate in the Public Employees Retirement System and will continue to pick-up the employee's contribution of six percent (6%).

12.6 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 assignments to work out of class are made, the City will document the time spent in each higher classification. Whenever the employee exceeds 120 cumulative hours in the higher classification, the employee shall be compensated at the first step in the range of the appointed position or five percent (5%) above their current salary, whichever is greater. (See attached *Memorandum of Understanding* on retroactive credit)

12.7 Promotion

Employees that are promoted shall receive at least a 5% pay increase.

ARTICLE 13
HOLIDAYS

13.1 Holiday Observed

The City shall observe the following paid holidays:

- New Year's Day - January 1st
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veteran's Day - November 11th
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25th

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-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-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 at time and one-half regular rate of pay plus regular 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 shall be assigned on a rotational basis by seniority.



ARTICLE 14 VACATION

14.1 Accrual

All regular full-time employees will accrue vacation as described below:

<u>Years Completed</u>	<u>Accrued Leave</u>
0-4	10 days
5-9	15 days
10-14	18 days
15 years+	22 days

Annual vacation leave shall accrue monthly and may be taken when earned.

14.2 Eligibility

New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. One week of vacation may be taken satisfactory completion of after six (6) months of employment.

14.3 Maximum Accrual

Employees shall be required to take one (1) week of vacation per year, but may only accrue up to 30 days 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 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 departmental seniority; provided however, that each employee may only exercise their seniority for vacation bidding once per calendar year.

14.5 Pay Upon Separation

All employees shall be entitled payment for unused vacation leave, upon separation from City service.

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 who has exhausted all accumulated leave.



ARTICLE 15 SICK LEAVE

15.1 Accrual

All full-time City employees shall earn sick leave with full pay at the rate of one work day 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 in the immediate family requiring the employee to remain at home. For the purposes of this section, immediate family shall include family members described in 17.5 Bereavement who live in the employee's household. Sick leave should not be used as a result of minor illness or for extended serious illness in the employee's family.
- d) Necessity for medical or dental care.

15.3 Notification

An employee who is unable to report for work as scheduled shall report the reasons for absence to his/her supervisor within one (1) hour from the time the employee is expected to report for work. Report shall be made, whenever possible, before the start of the employee's scheduled shift. Sick leave with pay shall not be allowed unless such report has been made.

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, personal leave, etc.).

15.5 Parental Leave

Employees shall be granted 12 weeks parental leave upon request pursuant to ORS 659.360-370. Parental leave is intended to allow parents to spend time with newly born children or adopted children. Employees shall have the option to use accrued vacation, sick leave, compensatory time, and/or leave without pay for the parental leave period. The employee shall submit his/her request for parental leave in writing.

15.6 Transfer

The City shall allow employees to transfer accumulated sick leave to a coworker with a serious injury or illness who has exhausted all accumulated leave, provided the transferring employee maintains a sick leave balance for their own use of at least 480 hours.

15.7 Retirement

In accordance with the rules and regulations of the Public Employees Retirement System, the City will report all unused sick leave accruals to the PERS for application to employees retirement benefits.



ARTICLE 16
EDUCATIONAL OPPORTUNITIES

16.1 Tuition Reimbursement

The City may reimburse an employee 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.
- 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.

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 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

Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee.



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 contract, entitled to its non-economic benefits such as access to the grievance procedure, but shall not accrue any economic benefits, including seniority, unless otherwise specified in this Agreement.

17.5 Bereavement Leave

In the event of a death in the immediate family or household, up to five (5) days of compensated leave per occurrence may be used by the employee in order to arrange for and attend the funeral. Upon application and mutual Agreement with the employee's supervisor, the employee may use accumulated leave (other than sick leave) after the five (5) days 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, children, stepchildren, brother, sister, mother-in-law, father-in-law, maternal grandparents, paternal grandparents, and other family members living in the employee's household.

17.6 Voting

Employees shall not suffer any loss of pay to vote if, because of their work schedule with the City, they could not otherwise do so. In such instance, the employee shall be allowed to take the necessary time to cast his/her ballot.

17.7 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 during such absence; however, he/she shall be required to transfer any compensation he/she receives for the performance of jury or witness duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accruals.

17.8 Military

Military leave shall be granted to employees in accordance with Oregon revised statutes.

17.9 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 hours of work.



ARTICLE 18 **DISCIPLINE**

18.1 Discipline and Discharge

No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure. Whenever an employee is disciplined the employee shall sign the notice of disciplinary action as specified in 20.4 Signature Requirement.

18.2 Probationary Employees

This article shall not apply to any employee on probation as defined in 9.1 Original Appointments.

18.3 Imposition

If a supervisor has reason to discipline an employee, he/she shall make 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 tape if requested by the other party. If a copy of the tape 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

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be given advanced 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.

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 ▶

²The parties agree that there are some offenses that are so egregious that forewarning of consequences is not necessary.

- 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?
- 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.



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 representative³, shall first take up the grievance with his/her immediate supervisor within ten (10) days⁴ immediately following the date the employee had or should have had knowledge of the grievance. The supervisor will then issue a response within 10 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

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

⁴All references to days in this procedure shall be interpreted as calendar days.

employee(s) shall present the grievance in writing to their "Management Team"⁵ within ten (10) 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". 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
- 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) 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 24 hours notice of such meeting.

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

Step 3

If the grievance is not resolved at Step 2 above and if the union wishes to pursue the grievance further, the union shall submit the grievance to arbitration by written notice to the City Manager within ten (10) days following the date the "Management Team's" response is due.

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 union shall, within ten (10) 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 that are on the AAA list. 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 name remains and the remaining name shall be the arbitrator. ▶

⁵The employee's "Management Team" shall consist of all supervisors responsible for the employee's job performance including the City Manager. The City's Personnel Officer will generally be present at this level also.

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 30 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 the 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 respond 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, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by mutual Agreement of the parties.



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.

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

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 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 held 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 30 days, unless the parties mutually agree to extend such time frame.



ARTICLE 23
STATUS OF AGREEMENT

23.1 Complete Agreement

This contract 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 30 days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.650 - 243.776. 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 as of the date of its signing by both parties or as otherwise specified herein. The Agreement shall remain in full force and effect through June 30, 1996 and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1, 1996 that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than 30 days from that notice.

This Agreement is hereby executed on this the ____ day of December, 1993 by:

City of Wilsonville

Oregon Public Employees Union

Arlene Loble
City Manager

Alice Dale
Executive Director

Jean Eilers
OPEU Representative

Dee Staten

Randy Watson

Rick Schulte

Gus Wettstein

Kevin Mills

Range	Point Range	Position	Low Rate	High Rate
15	218 - 228		979	1175
16	229 - 241	Library Aide	1052	1262
17	242 - 254		1128	1354
18	255 - 268	Fleet Hostler	1209	1451
19	269 - 282		1293	1552
20	283 - 297	Community Development Receptionist Finance Receptionist Library Clerk I	1382	1658
21	298 - 313	Transit Dispatcher Transit Driver	1475	1770
22	314 - 330	Accounting Clerk I	1573	1888
23	331 - 348	Rotating Clerk Library Clerk II	1675	2010
24	349 - 366	Engineering Secretary Parks & Recreation Secretary Planning Secretary Public Works Secretary Accounting Specialist	1783	2140
25	367 - 385	Community Development Secretary Engineering Technician Community Development Technician Information & Referral Specialist	1896	2275
26	386 - 406	Library Tech. Serv. & Circulation Coord. Court Clerk Permit Specialist	2015	2418
27	407 - 427		2068	2482
28	428 - 449	Equipment Mechanic Sr. Utility Worker - Roads & Water Sr. Utility Worker - Parks	2105	2526
29	450 - 473		2145	2574
30	474 - 498		2186	2623
31	499 - 524	Truck Driver/Solid Waste	2230	2676
32	525 - 551		2275	2730
33	552 - 579	Vector Driver Assistant Planner	2323	2788
34	580 - 609	Wastewater Operator II Youth & Community Services Librarian Accountant	2373	2848
35	610 - 641		2426	2911
36	642 - 674	Environmental Services Technician Lab Technician	2482	2978
37	675 - 709	Building Inspector Sr. Engineering Technician Plans Examiner	2540	3048
38	710 - 745	Associate Planner Design & Survey Technician	2601	3121
39	746 - 784		2665	3198

Range	Point Range	Position	Low Rate	High Rate
15	218 - 228		1008	1210
16	229 - 241	Library Aide	1084	1300
17	242 - 254		1162	1395
18	255 - 268	Fleet Hostler	1245	1495
19	269 - 282		1332	1599
20	283 - 297	Community Development Receptionist Finance Receptionist Library Clerk I	1423	1708
21	298 - 313	Transit Dispatcher Transit Driver	1519	1823
22	314 - 330	Accounting Clerk I	1620	1945
23	331 - 348	Rotating Clerk Library Clerk II	1725	2070
24	349 - 366	Engineering Secretary Parks & Recreation Secretary Planning Secretary Public Works Secretary Accounting Specialist	1836	2204
25	367 - 385	Community Development Secretary Engineering Technician Community Development Technician Information & Referral Specialist	1953	2343
26	386 - 406	Library Tech. Serv. & Circulation Coord. Court Clerk Permit Specialist	2075	2491
27	407 - 427		2130	2556
28	428 - 449	Equipment Mechanic Sr. Utility Worker - Roads & Water Sr. Utility Worker - Parks	2168	2602
29	450 - 473		2209	2651
30	474 - 498		2252	2702
31	499 - 524	Truck Driver/Solid Waste	2297	2756
32	525 - 551		2343	2812
33	552 - 579	Vactor Driver Assistant Planner	2393	2872
34	580 - 609	Wastewater Operator II Youth & Community Services Librarian Accountant	2444	2933
35	610 - 641		2499	2998
36	642 - 674	Environmental Services Technician Lab Technician	2556	3067
37	675 - 709	Building Inspector Sr. Engineering Technician Plans Examiner	2616	3139
38	710 - 745	Associate Planner Design & Survey Technician	2679	3215
39	746 - 784		2745	3294

OPEU CONTRACT, JULY 1, 1993

Appendix C

Article 8.4, Clothing Allowance, includes:

Clothing:

Insulated coveralls - Wastewater, Parks, Facility Maintenance, Fleet

Jeans - Facility Maintenance, Parks

Shirts - Facility Maintenance, Parks, Transit

Jackets - Facility Maintenance, Parks, Transit, Fleet

Laundry Service:

Wastewater - Jackets, shirts, pants, lab coat, standard coveralls

Engineering - Standard coveralls

Facility Maintenance - Standard coveralls

Fleet - Shirts, standard coveralls

Transit - Coveralls