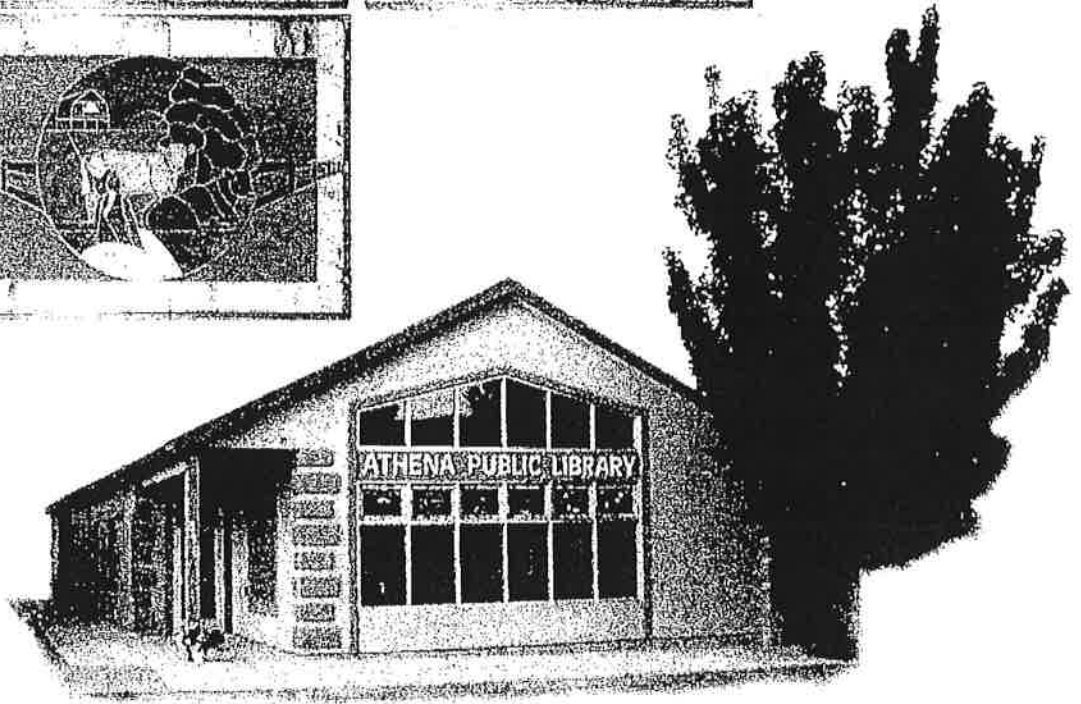


Photo Credit: Gary Case



**CITY OF ATHENA
AND
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
LOCAL 3742-1**

JULY 1, 2015 - JUNE 30, 2018

PREAMBLE

This Agreement is entered into between the City of Athena, Oregon and its elected officials, hereinafter referred to as the "City" and Local 3742-1 of AFSCME Council 75, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union; to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise; and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 - RECOGNITION

The bargaining unit shall consist of all employees of the City who work eighty (80) hours or more per month annually, excluding supervisory or confidential employees. Regular full-time employees shall be defined as in a regularly funded budgeted position for thirty (30) hours a week. Regular part-time employees shall be defined as in a regularly funded budgeted position for twenty-nine (29) hours or less a week.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations.

The City shall notify the Union of any new hires into the bargaining unit within thirty (30) days of their date of hire.

ARTICLE 2 - MANAGEMENT RIGHTS

The City retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The City retains all power and authority not specifically abridged, delegated, or modified by this contract. Nothing in this Article is intended to inhibit or restrict informal, routine discussion of working conditions between the Union and the City. Such discussions are encouraged for the purpose of providing mutually advantageous condition and a high level of service to the citizens of the City.

Excluding those rights which are superseded by the Agreement, management shall enjoy, but not be limited to the following rights:

A. To determine personnel, methods, procedures and means by which City operations are conducted.

- B. To manage and direct employees.
- C. To direct, supervise, hire, schedule, promote, transfer, assign, train or retrain employees.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against the employee for just cause.
- E. To determine the size and composition of the work force and to lay off employees because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- F. To determine the mission of the City and the methods and means necessary to fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance; maintain and improve the efficiency and effectiveness of operations; purchase and utilization of equipment and overall budgetary control.
- G. To schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. To establish job descriptions, work rules and rules of conduct.
- I. To retain statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting and subcontracting is vested in the City, including the exercise of said contracting and subcontracting in the event of emergency, or essential public need or where it is uneconomical for City employees to perform said work.

ARTICLE 3 - UNION SECURITY

Section 1. Check-off

The City agrees to deduct the uniformly required union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deduction in writing.

Section 2. Fair Share

The City, upon notification from the Union, will deduct the uniformly required union dues for non-members represented by the Union. Such uniformly required union dues shall be determined in accordance with statutory requirements.

Section 3. Religious Objections

Any individual employee who objects to a payment-in-lieu of dues on bona fide religious tenets, or teachings of a church or religious body of which such employee is a member, will inform the City and the Union of the objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the employee is having dues deducted at the time of the declaration, the City shall hold the money in escrow until the matter is settled between the employee and the Union and the City is so notified. The employee shall furnish written proof to the Union and the City that payment has been made as appropriate.

Section 4. Maintenance of Membership

___ Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

Section 5. PEOPLE

The City agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The City shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the City. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

Section 6. Hold Harmless

The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. The Union and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 7. Information

Upon request the City will provide information necessary for the Union to function as bargaining representative.

Section 8. Non-Discrimination

The City and the Union agree not to interfere with the rights of employees regarding

membership in the Union and there shall be no discrimination, interference, restraint or coercion by the City or Union against any employee because of Union membership.

Section 9. New Classifications

A) The City shall adopt specific job and rate schedules for all regular full and regular part-time positions, within the employ of the City.

B) Positions shall be defined in written descriptions that delineate the required qualifications and responsibilities of each position.

ARTICLE 4 - UNION BUSINESS

Section 1. Representatives

The Union will select certain of its agents or members as Union representatives and certify their names, in writing, to the City.

Section 2. Visits

Upon notice to and permission from a supervisor, Union representatives, may visit with employees during all working hours of the City.

Section 3. Union Business

Union representatives may investigate grievances during normal working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties.

Section 4. Negotiations

The City will allow up to one (1) employee to attend negotiations without loss of pay, so long as such employee is a member of the Union's bargaining team. Such pay protection shall not include overtime pay for time beyond normally scheduled working hours.

Section 5. Bulletin Boards

Bulletin board space shall be provided the union for the posting of meeting notices and other information of interest to its' members.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 1. Workweek and Workday

The workweek shall begin on Sunday and end on Saturday. The normal work schedule shall consist of up to forty (40) hours in a seven (7) day workweek and no employee shall work more than five (5) consecutive days without two (2) consecutive days off, except by mutual agreement. Comp., Sick Leave, Vacation and Holidays will be counted as hours worked.

Section 2. Rest and Meal Periods

Each employee on each shift shall receive at least a one-half (1/2) hour unpaid lunch break and two fifteen (15) minute paid breaks. Police officers shall be entitled to a paid one-half (1/2) hour lunch period within the regularly assigned shift. Breaks will be taken as job duties permit.

Section 3. Overtime

Overtime shall be paid for any hours worked in excess of eight (8) hours in any one (1) workday, ten (10) hours in any one workday if normally scheduled on a 4/10 workweek or forty (40) hours in any one (1) workweek.

Overtime shall be distributed as equitably as is reasonable among employees in the same job classification who have expressed a desire to work overtime. If no volunteers are available, the City may assign overtime as appropriate.

Employees will be paid for overtime at the rate of time and one-half (1 1/2) their regular hourly rate, at one half hours increments, with time worked being rounded up, not downwards when recorded (for example, if an employee works one hour and twenty minutes, they would receive one and a half hours overtime pay). The City may, at the request of the employee approve compensatory time off equal to one and one-half (1 1/2) hours off for each overtime hour worked in lieu of pay. Any overtime must be approved by the City Council. Overtime will be authorized for emergencies.

Section 4. Callback

Employees called back, by the supervising Council Person, to work outside their normal work schedule shall receive a minimum of one (1) hours of overtime compensation at time and one half (1 1/2). Additional time beyond one (1) hours shall be paid in one half (1/2) hour increments.

Section 5. No Pyramiding

Compensation shall not be received twice for the same hours.

Section 6. Flex Time

Employees' schedules may be flexed with mutual agreement between the employee and supervisor. Employee flex time shall not result in overtime expense to the City as specified above with the approval of the City Council.

Section 7. Compensatory Time

An employee, at their discretion, may accumulate forty (40) hours of compensatory time in lieu of overtime payment and shall be calculated at the rate of time and one-half (1 1/2) subject to the provisions in Section 3 Overtime in this Article. Compensatory time must be taken within six (6) months.

Section 8. Stand By

Definition: The employee is on duty and the employee is restricted for work-related reasons to a designated duty post and stays in a state of readiness to perform work. Employees assigned to stand by status shall be paid at their regular base rate and applicable overtime on stand by.

ARTICLE 6 - MILEAGE AND PER DIEM

The following rates shall be paid employees that are required to report for work at any location other than their established place of work.

- Mileage - Current Internal Revenue Service rate per mile if personal vehicle used.
- Meals - Employees will be paid a \$40.00 per day meal allowance when all three meals are necessary while working in a location other than their established place of work. If only breakfast is necessary, the employee shall receive \$10.00 meal allowance. If only lunch is necessary, the employee shall receive \$10.00 meal allowance. If only dinner is necessary, the employee shall receive \$20.00 meal allowance.
- Lodging - Actual cost

An employee may request advance expenses when such costs are known. The above expense reimbursements may be exceeded with the approval of the City.

ARTICLE 7 - COMPENSATION

Section 1. Wages

A) Cost of Living Allowance Increases: Effective July 1 2015, all salaries shall be increased by 3%. Effective July 1 2016, all salaries shall be increased by 2.5%. Effective July 1 2017, all salaries shall be increased by 2.5%.

B) Steps: the City will adhere to the "step system" where all employees receive a one-step increase effective July 1 of each year until they reach the top step of the salary chart in Appendix A. If an employee receives a promotion, they shall be compensated at the first step of their new classification unless that is equal to or lower than their previous salary. In such instances, they shall be placed at the first step in the new classification that is above their previous salary.

C) Wage Increases: All increases, for all employees, will be paid on July 1st of each

year.

Section 2. Initial Placement

Newly hired employees shall be placed on the wage schedule in Appendix A.

Section 3. Shift Differential (Police Only)

Employees working, normally, between 6:00 P.M. and 7:00 A.M. shall be compensated seventy-five cents (\$0.75) per hour for each hour worked as additional shift differential compensation.

Section 4. Police Officer Classifications.

Effective July 1, 2009, the City shall establish three separate ranks of police officer, with Patrol Officer being the entry level position and Corporal and Sergeant being promotional opportunities for experienced officers. To qualify for a Sergeant position, an employee would need to have at least an Advanced DPSST certification and five years of experience as a certified police officer. Sergeants and Corporals may be lead worker positions but are not supervisory as contemplated under Article 1 of the Agreement.

The employer has discretion to hire certified officers at any point on the salary scale commensurate with experience and qualifications. Uncertified officers will be hired on at the uncertified rate and automatically promote to Step 1 upon receipt of their certification from DPSST.

Section 5. DPSST Incentive.

Police officers who earn DPSST certifications beyond the basic levels shall receive the following additional compensation:

1. Intermediate certificate -\$125 per month.
2. Advanced DPSST certificate-\$175 per month.

This certification pay is not intended to be cumulative. For example, an officer with advanced certification would only receive \$175 per month, not \$300 (the sum of the \$125 intermediate pay and the \$175 advanced pay).

Section 6. Payment of Tuition Costs for Additional Education.

If an employee believes that additional education courses from accredited universities or colleges would improve their ability to perform the functions of their job, the employee may seek advanced approval of reimbursement of tuition costs up to \$500 per year. The employee shall submit the request in writing to their assigned supervisor. The request shall contain a detailed summary of the courses the employee wishes to take, the costs of the courses, and an explanation of the benefit the City would receive from the employee's completion of the courses.

The City shall have full discretion to grant or deny such a request. If the City grants the request, and the employee successfully passes the courses, the City shall reimburse the employee for the cost of tuition for the classes up to the \$500 limit. The City may request receipts or other documents to verify the amount of the tuition costs.

The City shall continue to pay for required training that employees currently receive. This Article is intended solely to provide a new incentive for employees to obtain further formal education.

ARTICLE 8 - HEALTH AND WELFARE

Section 1. Level of Benefit

The City shall provide and maintain medical and dental insurance benefits for employees and their dependents.

Effective January 1, 2015, the City's contribution shall be \$1722.99 per month. Other options may be provided, such as vision and orthodontia as long as the maximum cap is not exceeded.

Effective January 1, 2016, the City shall increase its contribution by five percent (5%) of the cap per year per employee. Any cost in excess of the City's contribution shall be paid by the employee through payroll deduction.

Effective January 1, 2017, the City shall increase its contribution by five percent (5%) of the cap per year per employee. Any cost in excess of the City's contribution shall be paid by the employee through payroll deduction.

Effective January 1, 2018, the City shall increase its contribution by five percent (5%) of the cap per year per employee. Any cost in excess of the City's contribution shall be paid by the employee through payroll deduction.

Section 2. Regular Part-time Employees

Regular full-time employees shall be eligible for full benefits. Regular part-time employees shall receive pro-rated insurance benefits based upon total hours worked on an annual basis. Regular part-time employees are defined as those that work twenty-nine (29) hours or less a week.

Section 3. Death and Dismemberment Insurance

The City will provide and maintain the current Accidental Death and Dismemberment insurance for employees for the life of this Agreement (\$50,000).

Section 4. Disability Insurance

The City will provide and maintain the current Long Term Disability insurance for employees at the level in effect on the date of the signing of this agreement, for the life of this agreement.

Section 5. Life Insurance

The City will provide and maintain the current life insurance for employees for the life of this agreement (\$50,000).

Section 6. Cash Back

Employees who as of the effective date of this Contract, are covered by a different medical plan that creates a reduction in premium to the City shall receive one-half of the premium reduction as cash back. No future employees or current employees will receive the cash back option.

Section 7. Insurance Committee

The type of coverage shall be reviewed annually by the city recorder and the employees or their designated representative prior to the new insurance year. The employees shall choose as a group the level of benefits, the carrier and the amount to be paid for medical, dental and vision coverage. The employees may select other riders such as orthodontic coverage as well.

Section 8. PERS

The City shall continue to participate in and make appropriate contributions to the PERS retirement program on behalf of all employees.

ARTICLE 9 - VACATION

Section 1. Vacation Credit

All employees shall accrue vacation leave as follows:

- a) For the first five years of employment, employees shall be credited 12 work days for each 12 full calendar months of service (8 hours per month). Employees may not take vacation for the first six months of employment without approval from the Council. If the Council fails to grant such a request from a new employee, the decision is not subject to the grievance procedure.
- b) After 5th year through 10th year, employees shall be credited 15 work days for each 12 full calendar months of service (10 hours per month).
- c) After 10th year through 15th year, employees shall be credited 20 work days for each 12 full calendar months of service (13.3 hours per month).
- d) After 15th year through 20th year, employees shall be credited 22 work

days for each 12 full calendar months of service (14.86 hours per month).

e) After 20th year, employees shall be credited 25 work days for each 12 full calendar months of service (16.66 hours per month).

Section 2. Regular Part-Time Accrual

Regular part-time employees shall accrue vacation hours on a pro rata basis of the above schedule based on the number of hours they work but shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the City for six (6) months.

Section 3. Maximum Accrual

Employees may only accrue a maximum of three hundred twenty hours (320). Employees may exceed the maximum if vacation is denied as a result of the City's inability to grant requested time off.

Section 4. Scheduling

Employees may schedule vacations by mutual agreement with their Department head. Once a vacation request has been approved and is later canceled for operational needs, the City shall be required to reimburse the employee for non-refundable expenses lost as a result of the cancellation.

In the event a dispute arises as a result of conflicts in vacation scheduling, the most senior employee shall have priority for scheduling so long as such priority has not been exercised more than once in the calendar year.

Section 5. Payment Upon Death or Termination

In the event of death or termination, the employee's remaining vacation accrual shall be paid to the employee or the employee's heirs, whichever is appropriate.

ARTICLE 10 - HOLIDAYS

Section 1. Designated Holidays

The following holidays will be recognized and observed by the date established by state statute:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (First Monday in October)

Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

One floating holiday (Date to be mutually determined with supervisor)

Whenever a holiday shall fall on the first day not included in an employee's regularly scheduled workweek, the preceding day in an employee's regular workweek may be taken off, by mutual agreement with the Department Head, in lieu of the holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek may be taken off, by mutual agreement with the Department Head, in lieu of the holiday.

Section 2. Holiday Pay

Full time employees shall receive one day's regular pay for each of the holidays listed above. In order to be eligible to receive such pay, the employee must have been employed a minimum of thirty (30) days on the day the holiday occurs. Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

Section 3. Holiday Work

In addition to the holiday pay described above, any employee working on a holiday shall receive one and one half (1 1/2) times their regular hourly rate for all hours worked on the holiday.

Section 4. Regular Part Time

Regular part-time employees scheduled to work during the month in which the holiday falls shall be eligible for prorated holiday hours based on the hours worked. For the purpose of this Article, regular part-time employees are defined as those that are scheduled to work 29 hours or less a week.

ARTICLE 11 - SICK LEAVE

Section 1. Accrual

Full-time employees will accrue sick leave at the rate of eight (8) hours per month beginning with the employee's date of hire. Sick leave accrual shall be unlimited.

Section 2. Utilization

Employees are eligible for sick leave for the following reasons:

- A) Personal illness or physical disability;
- B) To attend a dentist or physician appointment, but the employee shall make a effort to schedule appointments during off duty hours; and
- C) To provide care for immediate family members.

D) For any leave that would be covered by the Oregon Family Leave Act or the Federal Family Medical Leave Act.

For the purpose of this section only, the immediate family shall be defined as the employee's spouse, parents, children, brother, sister, grandparent, step-children, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, and grandchildren.

Section 3. Doctor Verification

The City may require a Doctor's verification of illness or physical disability if it has reason to believe that the employee is abusing sick leave. The City will pay any out of pocket expense of the employee incurred as a result of such requirement.

Section 4. Workers' Compensation

Employees away from work as a result of an injury or illness covered by the City's workers' compensation insurance carrier shall be compensated to an amount equal to their "net" take home pay at the time the injury occurred or re-occurred. "Net" shall be defined as the employee's gross salary less State and Federal tax deductions and FICA. Any compensation necessary above and beyond payments from the insurance carrier shall be deducted from the employee's sick leave accrual. If the employee has exhausted their sick leave bank, payments will be deducted from other leave banks until all leave credits are exhausted. If an employee continues to be unable to report to work once all leave accruals are exhausted, they will be placed on a leave without pay and will be entitled to return to work in accordance with provisions of the Oregon Revised Statutes. Employees who are off work as a result of an injury or illness shall have their health insurance paid by the City for up to eighteen (18) months.

Section 5. Regular Part Time Employees

Regular part time employees shall accrue sick leave hours on a pro rata bases in direct proportion to the number of hours they work. For the purpose of this Article, regular part-time employees are defined as those that work 29 hours or less a week.

Section 6. Abuse

Abuse of sick leave is cause for disciplinary action.

Section 7. Payment Upon Retirement

Upon retirement the employee shall have credited to his/her retirement account all unused sick leave according to Oregon Administrative Rules of the Public Employee Retirement System pursuant to PERS statutes.

Section 8. Hardship Leave Donations

Employees may donate accumulated vacation, sick leave, or compensatory leave to an employee or his or her spouse, domestic partner, children or step-children, who, as a result of a serious injury or sickness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. Each employee may only donate sixteen hours of sick leave per hardship incident. All leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the leave account of the employee to who they are

donated. An employee may not receive more than twelve weeks of donated leave per fiscal year. If donated time is unused it shall be returned to the donor one year after the date of donation.

ARTICLE 12 - LEAVE OF ABSENCE

Section 1. Leave Without Pay

The City will consider a written application for leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification and that the work of the department will not be seriously handicapped by the temporary absence of the employee. 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. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned their position.

Employees on leave without pay, for any reason, shall not accrue any benefits.

Section 2. Military Leave

Military leave shall be granted as provided by law.

Section 3. Jury Duty

Employees shall be granted leave with full pay whenever they are required to report for jury duty. The amount of compensation received for this jury duty shall be turned over to the City, except for travel pay if a private vehicle is used.

Section 4. Compassionate Leave

Employees shall be granted up to three (3) days of paid leave in the event of a death in their immediate family to make household adjustments or to attend funeral services. In relationships other than the immediate family, such leave may be granted by the City or a designee under exceptional circumstances.

For the purpose of this section only, the immediate family shall be defined as the employee's spouse, parents, children, brother, sister, grandparent, step-children, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, and grandchildren.

ARTICLE 13 - UNIFORMS AND EQUIPMENT

If an employee is required to wear protective clothing or any type of protective device, such protective clothing or device shall be furnished to the employee by the City.

The City agrees to provide uniforms and equipment, as deemed necessary by the City Council, for Police Officers, Public Works Supervisor and Maintenance Worker, including but not limited to boots and appropriate cold and inclement weather coats. The City agrees to repair or replace both personal and employer owned uniforms, equipment and property damaged or destroyed on duty, with written approval of the supervisor or Council.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

No regular 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.

If the City has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Section 2. Probationary Employees

Dismissals during an employee's probationary period as defined in Article 15 are not subject to the requirements of this article.

Section 3. 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 notified of the charges or allegations that may subject them to discipline;
- B) The employee shall be notified of the disciplinary sanctions being considered;
- C) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- D) The employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

Section 4. Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

A) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.

B) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly.

C) The City must conduct a reasonable investigation.

D) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.

E) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operations.

F) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union from raising issues appropriate to defend employees in an arbitration setting.

ARTICLE 15 - PROBATIONARY PERIOD

Every general service employee hired into the bargaining unit shall serve a probationary period of six (6) months. Every employee hired as police shall serve a six (6) month probationary period if DPSST Certified, at time of hire, and eighteen (18) months probationary period if not DPSST Certified at time of hire. The Union recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

ARTICLE 16 - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

Any dispute concerning the application, interpretation or enforcement of this agreement shall be resolved in the following manner:

Step 1.

An employee, with or without a Union representative, shall take up the grievance or dispute with the Council Supervisor within thirty (30) days of the occurrence or when the union

reasonably should have known of its occurrence. The Council Supervisor shall then attempt to adjust the matter and respond , in writing, to the employee and/or the employee's representative within ten (10) days of the Council Supervisor receiving notification of the grievance.

Step 2.

If the grievance still remains unadjusted, it may be presented to the Mayor within ten (10) days after the response of the Council Supervisor is due. The Mayor or his/her designee shall respond in writing to the Union representative within ten (10) days.

Step 3.

If the grievance still remains unsettled, the Union shall request, in writing, a meeting with the City Council within ten (10) days after the reply of the Mayor. If the grievance still remains unsettled the Union will move the grievance to Step 4. All responses from management will be in writing.

Step 4.

If arbitration is requested, the Union and City will first attempt to mutually agree on an arbitrator. If the Union and the City are unsuccessful in selecting an arbitrator, a list of arbitrators shall be obtained from the State Conciliation Service. The list shall consist of five (5) arbitrators. The moving party shall strike first and each party shall, in turn, strike one (1) arbitrator at a time from the list until one name remains. The arbitrator whose name remains, shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this agreement. The arbitrator's decision shall be final and binding.

The arbitrator's fee and expenses shall be borne by the losing party.

Section 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 grievance shall be deemed waived.

B) If the City, at any step, fails to respond in a timely fashion the grievance shall proceed to the next step.

ARTICLE 17 - SENIORITY

Section 1. Definition

City seniority shall be defined as the employee's total length of continuous service with the

City from the employee's last date of hire. Classification seniority shall be defined as the employee's length of service in a classification.

All seniority shall be terminated if an employee:

- A) Quits;
- B) Is discharged for just cause;
- C) Is laid off and fails to respond to written notice as provided in this Article, Section 3;
- D) Is laid off work for a period of time greater than twelve (12) months or a period of time equal to the employee's seniority, whichever is shorter;
- E) Fails to report to work at the termination of an extended leave of absence;
- F) Is retired.

Section 2. Reduction in Force

If the City should reduce its work force, layoffs shall be made within each job classification on the basis of classification seniority. The City agrees to notify the Union and the employees, simultaneously, not less than four (4) weeks prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off.

In the event of a layoff, employees may bump to lower or lateral classification for which they are qualified for in their own work unit and will not require additional training. Such bumping will be allowed if the employee requesting the bump has greater City seniority and possesses the knowledge, skills and abilities required in the Position Description for the position. Bumping downward will be considered a voluntary demotion and the employee will be paid in accordance with the salary schedule. If two or more employees are hired on the same day, the tie will be broken by lot.

Section 3. Recall

Employees on layoff shall be entitled to recall to their former position on the basis of classification seniority, so long as such recall is within twelve (12) months of the employee's layoff date. Employees will also be entitled to be recalled to positions in a lateral or lower class for which they are qualified if openings occur and no employees remain to be recalled. Employees recalled to a position other than the one they were laid off from shall enter at the beginning salary rate unless otherwise approved by the Department Head.

Section 4. 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 former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within ten (10) calendar days of receipt of the notification by the City, unless prevented by circumstances, beyond their control, from reporting within that time period. An employee who fails to accept re-employment at his/her previous classification when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights to that classification.

Section 5. Seniority List

A current seniority list shall be maintained by the City and made available to the Union upon request.

ARTICLE 18 - GENERAL PROVISIONS

Section 1. Personnel Files

Employees or their representative, with written consent of the employee, may inspect items in their personnel file since their date of employment. Under ORS 652.750(2) records that relate to arrest or conviction or to the investigation of criminal conduct, confidential reports from prior employers are excluded from disclosure. If employees request copies of material from their file, such shall be provided at no cost to the employee or the Union.

Employees shall be furnished a copy of any statement written for inclusion in their file concerning employee conduct or work performance and shall be entitled to include a written response to such material.

No material reflecting critically on an employee shall be placed in an employee's file which does not bear the signature of the employee indicating they have seen a copy of the material unless the employee refuses to sign the material. In this case the material shall be reviewed by a second Council member, in the presence of the employee, and notation made of the refusal to sign. Such signature does not necessarily indicate agreement with the content of the document. Material reflecting critically on an employee placed in their file, shall be removed after three (3) years. Material removed shall be kept in a sealed file kept by the City Attorney. Such material shall be released only upon legal proceedings or court order. Nothing herein is intended to limit the "public interest" in open records under Oregon law.

Section 2. Agreement Publication

After agreement on format, the City agrees to pay the costs of printing this contract. The Union will disperse the agreement to all employees by their internal system. Once printed, the parties agree to hold a joint session to present and describe the contract provisions.

Section 3. Non-Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color,

creed, national origin or political affiliation.

All reference to employees in this agreement designates both sexes. Whenever a gender is used it shall be construed to include male and female employees.

Section 4. Openings

All vacancies shall be posted one (1) week prior to being advertised to give bargaining unit employees an opportunity to apply.

Section 5. Maintenance of Standards

All conditions of employment in effect when this agreement is signed, that are mandatory subjects of bargaining, shall continue unless specifically bargained as provided by ORS 243.650 through ORS 243.782. Policies, rules and regulations concerning mandatory subjects of bargaining shall not be altered or modified except as provided above.

ARTICLE 19 - EMPLOYEES' BILL OF RIGHTS

All employees in the bargaining unit who are the subject of a complaint or investigation shall be entitled to protection of the following rights:

- 1) The employee shall not waive nor be deprived of any of his/her constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws, afforded any citizen of the United States.
- 2) The employee shall be informed by the Mayor of the nature of the investigation and whether the employee is a witness or a suspect before any interview commences. The name of the complainant and other information necessary to reasonably apprise the employee of the allegations of such complaint shall be provided to the employee.
- 3) Any interview shall take place in the office of the City Hall. The interview shall be at a reasonable time for the employee, during the employee's duty time unless circumstances of the investigation dictate otherwise.
- 4) The employee shall be offered the right to consult with a Union representative prior to any interview. The Union representative shall be allowed to be present during the interview at the employee's request. The interview shall not be unreasonably delayed to permit the presence of the representative.
- 5) The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest period.
- 6) Interviews shall be done under circumstances devoid of intimidation or coercion

and shall not otherwise violate the employee's constitutional rights. The employee shall not be subjected to any abusive language. No promises or rewards shall be made as an inducement to answer questions.

7) The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

8) No suspension without pay, demotion, or dismissal shall take place prior to the above interview process.

ARTICLE 20 - STRIKES

Section 1. No Strike

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or 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. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 2. Lockout

There shall be no lockout of employees during the life of this agreement.

ARTICLE 21 - 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 immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 22 - TRAINING/EDUCATION

Section 1.

The employer will pay incurred tuition/registration and allowable travel, per diem, and salary when the employer directs employees to attend training. Employees may request job related training and will be considered based on job and workload needs. Available training and educational opportunities will be posted on employee bulletin boards and maintained current.

Section 2.

Employees may be granted time off with pay to take job related educational courses or training sessions.

ARTICLE 23 - TERM OF AGREEMENT

This agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2018. The agreement shall be automatically renewed from year to year thereafter unless either party provides notice of their intent to negotiate a successor agreement by March 15, 2018. If a successor agreement has not been completed by July 1 of the expiring year all provisions of this agreement shall remain in full force and effect until the successor agreement is ratified by the parties.

Signed this _____ day of _____, 2015, at Athena, Oregon.


FOR THE CITY



John Shafer, Mayor




Carol Speed, City Council



LaVerne Mitchell, City Council



Pat Gibson, City Council




Rebecca Schroeder, City Council



Chet Sater, City Council

FOR THE UNION



Michelle Fox, Bargaining Team Member



Kim King, Bargaining Team Member



Seth Moore, AFSCME Staff Representative

Letter of Agreement Concerning Potential for Reincorporation of Police Officers into the Bargaining Unit

This agreement shall be effective July 1, 2015 and expire on June 30, 2018. Any disputes arising from this agreement shall be resolved through the grievance procedure outlined in the parties' negotiated Collective Bargaining Agreement expiring June 30, 2018.

The parties agree to the following:

If the City cancels their policing agreement with Umatilla County and decides to hire Police Officers, the City will notify the Union within 7 days of making the determination to cancel the agreement with the County.

The newly hired Police officers will be incorporated into the existing bargaining unit consistent with Article 1 of the parties' Collective Bargaining Agreement

The parties will meet to bargain an appropriate pay scale for the classifications that the City creates. Such bargaining will occur in accordance with ORS 243.698.


FOR THE CITY



John Shafer, Mayor



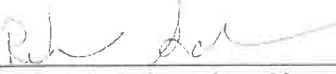
Carol Speed, City Council




LaVerne Mitchell, City Council



Pat Gibson, City Council




Rebecca Schroeder, City Council



Chet Sater, City Council

FOR THE UNION



Michelle Fox, Bargaining Team Member



Kim King, Bargaining Team Member



Seth Moore, AFSCME Staff Representative

APPENDIX "A" July 1, 2015 – 3% Increase

Librarian

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$19.36	\$19.94	\$20.54	\$21.15	\$21.78	\$22.44

Assistant City Recorder

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64

Public Works Manager

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$24.19	\$24.92	\$25.67	\$26.44	\$27.23	\$28.04

APPENDIX "A" July 1, 2016 – 2.5% Increase

Librarian

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$19.84	\$20.44	\$21.05	\$21.68	\$22.32	\$23.00

Assistant City Recorder

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$17.36	\$17.89	\$18.42	\$18.97	\$19.55	\$20.13

Public Works Manager

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$24.80	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75

APPENDIX "A" July 1, 2017 – 2.5% Increase

Librarian

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$20.34	\$20.95	\$21.58	\$22.22	\$22.88	\$23.57

Assistant City Recorder

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$17.80	\$18.33	\$18.88	\$19.45	\$20.04	\$20.63

Public Works Manager

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$25.42	\$26.18	\$26.97	\$27.78	\$28.60	\$29.46