

AGREEMENT BETWEEN

CITY OF BURNS

AND

AMERICAN FEDERATION OF STATE,

COUNTY & MUNICIPAL EMPLOYEES

LOCAL 3036

PREAMBLE

..... 1

ARTICLE 1 RECOGNITION

..... 2

ARTICLE 2 - NO DISCRIMINATION

..... 3

ARTICLE 3 - UNION RIGHTS

..... 4

ARTICLE 4 - SCOPE OF AGREEMENT

..... 6

ARTICLE 5 - STRIKES AND LOCKOUTS

..... 7

ARTICLE 6 - MANAGEMENT RIGHTS

..... 8

ARTICLE 7 - PROBATIONARY PERIOD

..... 10

ARTICLE 8 - HOURS OF WORK

..... 11

ARTICLE 9 - HOLIDAYS

..... 13

ARTICLE 10 - VACATION

..... 14

ARTICLE 11 - SICK LEAVE

..... 15

ARTICLE 12 - INSURANCE COVERAGE

..... 16

ARTICLE 13 - DEFENSE AND INDEMNIFICATION

..... 17

ARTICLE 14 - OTHER LEAVES

..... 18

ARTICLE 15 - SUCCESSOR AGREEMENT

..... 20

ARTICLE 16 - EXISTING CONDITIONS

..... 21

ARTICLE 17 - DISCIPLINE & DISCHARGE

..... 22

ARTICLE 18 - GRIEVANCE AND ARBITRATION 24

.....

ARTICLE 19 - EMPLOYEE BILL OF RIGHTS 26

.....

ARTICLE 20 - PERSONNEL FILES 27

.....

ARTICLE 21 - HIRING 28

.....

ARTICLE 22 - SENIORITY, LAYOFF AND RECALL 29

.....

ARTICLE 23 - MILEAGE 30

.....

ARTICLE 24 - RETIREMENT 31

.....

ARTICLE 25 - REVENUE 32

.....

ARTICLE 26 - SAFETY MEASURES 33

.....

ARTICLE 27 - RULES 34

.....

ARTICLE 28 - PART-TIME EMPLOYEES 35

.....

ARTICLE 29 - SAVINGS CLAUSE 36

.....

ARTICLE 30 - TERM OF AGREEMENT 37

.....

—

—

—

—

APPENDIX A 38

.....

APPENDIX B 39

.....

APPENDIX C 40

.....

APPENDIX D 42

.....

PREAMBLE

This Agreement is entered into by the City of Burns, hereinafter referred to as the Employer or City, and Oregon AFSCME Council 75, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, other conditions of employment, and the establishment of an equitable peaceful procedure for the resolution of differences.

ARTICLE 1 RECOGNITION

Management recognizes the Union as the sole and exclusive agent for the purposes of establishing wages, hours, fringe benefits, and other working conditions for employees in the bargaining unit. Positions excluded from the bargaining unit are: supervisory and confidential employees as defined in ORS 243.650 (14) and ORS 243.650 (6), respectively, and temporary, part-time, or seasonal employees whose employment is less than 20 hours per week for part-time employees, or less than 1040 hours per calendar year for temporary or seasonal employees.

Persons hired under federal or state grants or funding through joint programs with other agencies shall be subject to this contract to the extent such coverage is consistent with the terms of such grant or agreement, so long as it is understood that such persons shall not be utilized to underfill permanent positions.

ARTICLE 2 - NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, national origin, marital status (except for legitimate nepotism rules), political affiliation, age or mental or physical handicap, as defined by federal and state law. Reasonable accommodation will be made to enable any qualified handicapped employee to safely and properly perform the duties of their job. Nothing in this section, however, will be construed to prohibit actions taken because of bona fide occupational qualifications, legitimate employer business necessity or retirement at age 70.

Section 2. The Union shall share equally with the City the responsibility for applying the provisions of this Agreement.

Section 3. All reference to employees in this Agreement designate both genders. Whenever the male gender is used, it shall be construed to include male and female employees.

Section 4. Employees shall have the right to form, join, and participate in the activities of the employee organizations of their own choosing, for the purpose of representations on matters of employment relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, or intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his/her exercise of these rights or because of his/her political affiliation. Inasmuch as there are other means to process complaints pursuant to this article, any complaint alleging a violation of this article shall be limited at the final step of the internal resolution through the grievance procedure.

ARTICLE 3 - UNION RIGHTS

Section 1. Dues Deduction: Upon written authorization of an employee within the bargaining unit, the Employer will begin deducting the regular monthly Union dues for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The uniform amount to be deducted shall be certified to the Employer in writing by the treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer within fourteen (14) calendar days after the payroll deduction is made.

The Union will indemnify, defend and hold the Employer harmless against any claims instituted against the Employer relating in any way to the payroll deduction of Union dues under this article. The Union agrees to refund to the City any amount paid to it in error and the City agrees to refund to any employee or the Union, whichever is appropriate, any amount paid to it in error.

Section 2. All employees covered by this Agreement shall, within thirty (30) days of their employment become a member of the Union or elect not to become a member of the Union and agree to pay fair share fees in an amount no more than the monthly dues.

Any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee, or who has joined within such time and then withdrawn from membership, shall have deducted from his/her pay by the City a monthly service for fair share fee in an amount no more than the monthly Union dues. This fair share payment in lieu of dues shall be used by the Union in accordance with Oregon law.

Any employee who objects to the payment in lieu of dues based upon bona fide religious tenements or teachings of a church or religious body of which the employee is a member, will be required to inform the City and the Union in writing of the objection. Upon verification of this objection, the Union will donate the employee's payment in lieu of dues to a non-religious charity of the employee's choice and give the employee a receipt for the donation.

The Union agrees to hold the Employer harmless against any claims instituted as a result of the section.

Section 3. Union Bulletin Board: Management agrees to designate a bulletin board space in the department to be used exclusively by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins there as Union material.

Section 4. Union Representation: Members of the bargaining unit elected to serve as authorized representatives of the Union shall perform their duties as representatives on their own time, except as provided elsewhere in the Agreement. Accredited AFSCME District Council 75 representatives or International representatives shall have access to the premises of the Employer for the purpose of grievance handling as long as operations are not unduly interrupted, provided they do not interfere with, or cause any employee to neglect, avoid, or leave their work, and provided that the representatives check in with the supervisor on duty upon entering the facility.

Section 5. Employees selected by the Union to act as Union representatives shall be known as "stewards" and the names of the employees selected as stewards and the names of local Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

ARTICLE 4 - SCOPE OF AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the City and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject not specifically referred to or covered in this Agreement, except as regards to mandatory subjects of collective bargaining as stated in ORS 243.650 et, seq., even though such subject or matters may not have been within the knowledge of contemplation of either or both of the parties at the time of the negotiating or signing of this Agreement.

ARTICLE 5 - STRIKES AND LOCKOUTS

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, slowdown, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line establishment by the Union or by another labor organization, when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the City.

In the event of a strike, work stoppage, slow down, 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 and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

The Employer agrees that they shall not lockout any member of the bargaining unit covered by this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to management if government is to serve the public effectively. Except as otherwise specifically limited by the terms of this Agreement, the Employer 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.

Without limitation, but by way of illustration, the exclusive prerogative functions and rights of the Employer shall include the following:

1. To determine the service to be rendered to the citizens of the City.
2. To determine and to follow the city's financial, budgetary and accounting procedures.
3. The continuous overseeing of the personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Employer establishing rules and regulations not inconsistent with any other term of this Agreement.
4. To implement new and to revise or discard, wholly or in part, old methods, procedures, material, equipment, facilities and standards.
5. To close, liquidate or combine any department, office, branch, operation or facility, service or combination thereof, or to relocate, reorganize or combine the work of other department, division office, branches, operations or facilities for budgetary or any other pertinent reason.

6. The management and direction of the work force including the right to determine the methods, process and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; to discipline, suspend, demote or discharge any employee so long as such action is not arbitrary, in bad faith or without just cause, the right to lay off, the right to abolish positions or reorganize the department, the right to determine schedules of work, workdays, work locations and work duties; the right to determine quality of work and safety; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work. In the event the City contemplates contracting out bargaining unit work that would eliminate the position of an employee, the Union shall be notified prior to the decision being made. The Union shall be given timely opportunity to present its view prior to any decision to contract out bargaining unit work that would change the full time status of an employee covered under this Agreement.

The Employer shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regards thereto. Any subjects covered by the terms of this Agreement are closed to further bargaining for the term of the contract. This does not preclude the Employer and the Union from meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievance and other problems and for generally improving relations between the parties. Each party shall advise the other at least five (5) days prior to such meeting as to the subject matter to be discussed.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. Definition. The probationary period is an integral part of the employee selection process and provides the City with an opportunity to upgrade and to improve the City department by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

Section 2. Probationary Period. All new employees hired after July 1, 2001 will have a probationary period of twelve (12) months. In the event a probationary employee satisfactorily completes the probationary period, that employee's seniority shall date from the original date of hire.

Section 3. Termination. During the probationary period, an employee's employment may be terminated in the sole discretion of the City. Termination of the employment of a probationary employee shall not be subject to the grievance and arbitration procedures provided in Article 18 of this Agreement.

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ARTICLE 8 - HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive except as may be interrupted by a meal period. Meal periods will be scheduled to allow a one (1) hour meal period as near as possible to the middle of the work shift. Two (2) rest periods of fifteen (15) minutes shall be provided each employee each day.

Section 2. The workweek shall consist of five (5) consecutive eight (8) hour days; however, alternative work schedules such as 4/10s and flexible hours may be scheduled by mutual agreement between the employee and department head.

Section 3. Work Schedule. Work schedules showing the employee shifts, workdays and hours shall be posted seven (7) days in advance on a department bulletin board at all times. Posted schedules shall not be changed for the purpose of avoiding overtime.

Section 4. Call in Time. Any employee who is called to work outside his regular shift shall be paid three hours at the straight time rate of pay, in addition to compensation at the straight time rate for all hours actually worked, not exceeding eight working hours. Further hours in addition to these eight hours shall be paid at the overtime rate. This section does not apply to the times when an employee is required to be on call under Section 9 of this Article.

Section 5. Overtime. Employees shall receive overtime for all hours worked beyond eight (8) hours in a work day and forty (40) hours in any one work week for employees working a regular work week. Employees shall receive overtime for all hours worked beyond ten (10) hours in a work day and forty (40) hours in any one work week for employees working a 4/10 work week. Overtime shall be paid at the rate of 1 2 times the employee=s regular rate of pay.

Overtime shall only be paid once for the same hours worked. Daily and weekly overtime shall not be pyramided.

All overtime must be authorized by the immediate supervisor. Compensatory time may be given in lieu of overtime pay at the City's option. Pursuant to ORS 270.340, if budgeted funds are not available for the payment of overtime, overtime pay may be required as compensatory time off. All compensatory time off must be scheduled by mutual agreement between the employee and his/her supervisor. Employees shall be limited to a 60 hour accumulation of compensatory time. All hours in excess of 60 shall be paid.

Section 6. Court Time. Employees will be allowed to take unpaid leave of absence if subpoenaed to testify as a witness in any judicial or administrative proceeding. If the employee's testimony relates directly to the performance of his/her work for the City, the subpoenaed employee will be paid at the regular rate of pay and the employee will deliver any and all witness fees (excluding mileage) to the City. Any subpoenaed employee must return to work when released by the court and will not in any event be paid for time in excess of the employee's regular shift.

Section 7. On-Call Pay. Employees required to be on-call shall be compensated at the rate of \$3.00 per hour for all hours on such status. The City will provide a cell phone for the on-call employee.

Section 8. Shift Differential. Employees placed on any shift other than the 8:00 AM to 5:00 p.m. shall be compensated \$.50 per hour for each hour worked as additional shift differential compensation. Overtime prior to and following the regular 8:00 AM to 5:00 PM shift will not receive shift differential compensation.

ARTICLE 9 - HOLIDAYS

Section 1. All employees who have been on the payroll for a minimum of thirty (30) days and are in a paid status immediately prior to and following a recognized holiday will receive holiday pay for the following holidays:

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|-----------------------------------|-----------------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Jr's Birthday) | Thanksgiving Day |
| President=s Day | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Employee choice of Holiday |
| Labor Day | (employee will not work this day) |
| Columbus Day | |

Paid status will include the following: sick leave, paid vacation, paid holiday, and worker's compensation.

Section 2. In addition to regular holiday pay any employee assigned to work his/her regular shift on a recognized holiday will receive pay at the rate of time and one-half (1-1/2), or may elect to take equivalent compensatory time.

ARTICLE 10 - VACATION

Section 1. Full time employees are entitled to the following vacation:

Forty (40) hours after one (1) year;

Eighty (80) hours after two (2) years;

One-hundred and twenty (120) hours after five (5) years;

One hundred and sixty (160) hours after ten (10) years;

Two-hundred (200) hours after eighteen (18) years.

Section 2. On July 1 of each year, the annual accrual for the upcoming year will be credited to the employee. Employees who have not served a full year with the City as of July 1st will be credited with a pro rata leave amount and will receive the full annual accrual on each subsequent year.

Up to forty (40) hours of vacation may be carried over into the next year. An additional forty (40) hours of accrued vacation (maximum eighty total hours) may be carried over with the supervisor's approval. Unused vacation in excess of forty (40) hours (eighty (80) hours with supervisor's approval) will be forfeited.

Vacation selection will be based on seniority and employees shall be permitted to choose either a split or entire vacation, but each employee shall be permitted to exercise his right of seniority for only one vacation period per year.

ARTICLE 11 - SICK LEAVE

Section 1. Employees shall accumulate sick leave at the rate of eight (8) hours per month with no limitation to the amount of accumulation.

Section 2. An employee who becomes ill or injured while on vacation will be entitled to use sick leave time instead of vacation time. In order to shift from vacation leave to sick leave the employee must be ill or injured for five (5) days and must have doctor's verification of his/her illness or injury.

Section 3. Sick leave is actual illness or injury of an employee, but may also be used for serious illness requiring the employee's presence in an employee's immediate family as defined in Article 14. The employee is responsible to notify the City of his/her absence due to sick leave before the shift begins, or as soon as possible. A doctor's verification after three (3) days illness in the family of the employee is required.

Section 4. Sick leave is provided by the employer in the nature of insurance against loss of income due to the employee's illness or injury. No compensation for accrued sick leave shall be provided to any employee upon termination of employment for whatever reason, provided that upon bona fide retirement, half (1/2) of the employee's accrued and unused sick leave will be paid to PERS or the employee's account therein, as the case may be. Sick leave shall not accrue during any leave of absence without pay.

ARTICLE 12 - INSURANCE COVERAGE

The City of Burns will pay ninety-five percent (95%) of the premium for employee Health, Dental and Vision Insurance for full individual and dependent premium effective July 1, 2010. The employee will pay five percent (5%) of the premium. If an employee and spouse are both employed by the City, the City shall fully pay for coverage for the full family, instead of two separate premium caps.

It is the responsibility of the department head to inform the employee of the City's Group Plan. The employee shall be required to sign a card indicating acceptance or denial of the medical plan. The employee may apply for these benefits any time after satisfying the Group Plan requirements. The Union and Employer waive the right to file a grievance in the event that insurance carrier, at its sole discretion, changes benefits level during the term of this Agreement.

The Union shall appoint a group including a member of the bargaining unit and the Union's AFSCME Council 75 Representative to represent it in working in good faith with the City, throughout the term of this Agreement, to explore ways consistent with the City's budgetary resources to maximize the real benefit to employees of their health, dental, and vision coverage, while containing insurance costs incurred by the City.

The City pays life insurance coverage for each full-time employee in the amount of \$10,000.00. Life insurance in the amount of \$2,000.00 is available for dependents at a total cost to the employee.

ARTICLE 13 - DEFENSE AND INDEMNIFICATION

The employer shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of performance of their official duties to the extent of coverage obtained through the employer=s present or future insurance policies.

ARTICLE 14 - OTHER LEAVES

(1) Bereavement Leave. Employees shall receive three (3) days paid leave of absence for death in the immediate family per year. In addition, if necessary, an employee may use accrued but unused vacation to extend this leave of absence. The immediate family is defined as spouse, children, stepchildren, grandchildren, nieces, nephews, mother, father, brother, sister, grandparents, mother-in-law and father-in-law and any other relative residing in the employees' household. Leave shall not accumulate from year to year.

(2) Military Leave. Employees involved in full-time or reserve military duties in accordance with state and federal law will be granted leave of absence for that period of time and will retain their seniority rights with the Employer. Permanent employees will receive regular pay and full benefits during military training periods up to and not to exceed fifteen (15) calendar days per year.

(3) Disability Leave (including maternity and on-the-job injury). Maternity leave as medically required by the employee, not to exceed five (5) months, shall be granted without pay upon request of the employee and certification by the employee's physician. Where required by medical necessity related to the physical health of the employee, and extended leave would not hinder the efficient operation of the employee's department, maternity leave may be extended or renewed for a period not to exceed six (6) months. In any event, this provision shall be interpreted and applied to be in conformance with applicable state and federal law. As of January 1, 1988, parental leave shall be allowed for all employees after ninety (90) days of employment as required by law.

(4) Jury Duty. The Employer shall pay an employee his/her straight-time hourly rate when an employee is required to serve on jury duty for such time as is actually served, including necessary waiting and travel time. The employee will endorse and remit to the employer all monies received for jury service, except the mileage allowance. Time spent on jury duty outside of the employee's regular shift will not be compensated and will not be considered time worked for purposes of overtime compensation.

(5) Personal Leave. An unpaid personal leave of up to a maximum of thirty (30) days may be granted upon request of an employee for personal problems, provided it does not interfere with departmental functions.

(6) Union Leave. A Union officer or Union representative, whose duties on behalf of the Union require it, will be granted an unpaid leave of absence to attend Union meetings and conventions. There will be a total of thirty (30) days per calendar year for the department which will be set aside for such purpose, with advance notification. Only one (1) person will be absent from the department at a time.

(7) Education Leave. Employees may be granted leaves of absence without pay for educational purposes not required by the employer for reasonable lengths of time to attend accredited schools, conferences, seminars or other functions of similar nature to improve their present job, provided it does not interfere with the operation of the department.

Such leave also may be granted, subject to the same conditions, for an employee to take accredited college- or university-level classes, provided the employee is enrolled as a candidate for a college or university degree. In this infinitive *to attend* includes actual participation in classes conducted through a telecommunications medium.

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- ARTICLE 15 - SUCCESSOR AGREEMENT
Negotiations shall commence in the month of January 2014 for a successor agreement.

ARTICLE 16 - EXISTING CONDITIONS

It is mutually agreed and understood by the parties that the City will not be required to continue past customs and/or practices which were in effect prior to the signing of this Agreement. The City and the Union agree, however, that any change affecting a mandatory subject of collective bargaining as per ORS 243.650 et seq. will be bargained before the change is implemented. All employee rights and benefits shall be limited to the express provisions of this Agreement.

ARTICLE 17 - DISCIPLINE & DISCHARGE

Section 1. Disciplinary action shall include only the following:

Oral reprimand
Letter of Expectation
Written reprimand
Suspension
Demotion
Discharge in writing

Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed through the regular grievance procedure. If the employer has reason to discipline any employee, the discipline shall be carried out in such a manner that it will not embarrass the employee before other employees or the public.

Any alleged misconduct of an employee will be brought up within twenty (20) working days of when the employer knew or should have known of the occurrence of the alleged charge of misconduct. After twenty (20) working days, any alleged charge of misconduct shall be abandoned by the Employer.

Written notification of any disciplinary action against an employee shall be placed in the box of or delivered to the Union president or shop steward the day the disciplinary action occurs. The employee has the right to have a Union steward present at any time he/she feels the Employer may impose disciplinary action. The Employer also recognizes that information regarding proposed disciplinary action is confidential and its confidentiality will be respected unless and until disciplinary action is taken.

When an employee is interviewed concerning disciplinary action, the procedure for conducting such an interview is outlined in the Bill of Rights contained in this Agreement.

Section 2. The Employer shall not discipline any employee covered by the terms of this Agreement without just cause. The union shall have the right to take up a disciplinary action as a grievance at Step 3 of the grievance procedure, and the matter shall be processed in accordance with this procedure.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time, with full restoration of all other rights and conditions of employment and the employee shall be made whole except as otherwise modified, ordered and determined within the usual and customary authority and discretion of the arbitrator.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

Both parties to this Agreement agree to settle any grievances or disputes that might arise out of the application, meaning or interpretation of this Agreement or general labor law according to the terms hereinafter provided.

Step 1. Disputes shall be first orally presented and discussed between the employee and his/her immediate supervisor within twenty (20) working days of the date upon which the alleged violation occurred, or when the grievant first became aware of the alleged violation. Both parties will make a bona fide effort to amicably settle the dispute.

Step 2. If the matter is not settled in the above procedure within seven (7) working days, then the Union may refer the matter personally in writing to the immediate supervisor. The written grievance shall state the nature and date of the grievance, the part of the Agreement allegedly violated and the remedy requested. This written grievance shall be presented within seven (7) working days from the date of response (or lack of response) in Step 1. The immediate supervisor shall have seven (7) working days from the date of submission of the grievance to him to reply in writing. If the grievance still remains unsettled after seven (7) working days of submission, then the Union proceeds to Step 3.

Step 3. The Union shall have seven (7) working days to present the grievance to the City Council. The City Council shall have fourteen (14) days to reply in writing or to call a special session of the City Council.

Step 4. The Union will have seven (7) working days from the response from the City Council or from the date which a response was due to serve written notices of its intention to arbitrate the grievance. Only the Union may proceed with any grievance to the arbitration state of this grievance procedure.

Both the Union and the Employer agree to use a mutually agreed upon arbitrator or to use the services of the Oregon State Mediation and Conciliation Service to provide a list of arbitrators. An arbitrator will be selected by alternate striking of names. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. His decision shall be within the scope and the terms of this Agreement and in writing within thirty (30) days of the conclusion of the arbitration hearing. It may also provide retroactivity and shall state the effective date.

Expenses for the arbitration shall be paid by the losing party as determined by the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

Grievance committee members (stewards, local union officers) may investigate, meet and process grievances during working hours without loss of pay, provided it does not interfere with work schedule.

An employee's election, of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.

ARTICLE 19 - EMPLOYEE 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 supervisor of the nature of the investigation and whether the employee is a witness or a suspect before any interrogation 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 interrogation shall take place in the office of the Department Supervisor or in City Hall. The interrogation 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 have the right to legal counsel and/or Union representation prior to and/or during any interrogation or interview to insure the employee's rights are not violated. If the Union and/or legal counsel representation can be secured by the employee within three (3) working days of the request for representation, and the circumstances necessitate that an employee be placed on paid administrative leave during such period, the employee will be placed on paid administrative leave for up to three (3) days in order to accommodate the employee's representation request._

5. The interrogation (questioning) shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods.

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 or continued employment.

ARTICLE 20 - PERSONNEL FILES

Pursuant to state law, employees may inspect and review their personnel file at any reasonable time. The employee or anyone with the employee's written authorization may make copies of any or all documents contained in the employee's personnel file. No documents will be placed in the employee's personnel file without his/her knowledge. Each employee will be asked to sign an acknowledgment on each disciplinary document placed in the employee's personnel file. If the employee refuses, the supervisor will note the employee's refusal on the disciplinary document.

All disciplinary actions placed in the employee's personnel file shall be purged two (2) years from the time the action occurs provided the employee does not have another similar disciplinary action during the period. Arbitrator's decision that overturn City disciplinary actions shall be removed from the employee's file immediately.

Each employee shall be provided with a current accurate job description for his/her position. A copy shall be placed in the personnel file. Each employee's job description will be reviewed at least annually.

ARTICLE 21 - HIRING

All promotional opportunities shall be posted, except under emergency conditions, at least thirty (30) days prior to being filled, in order to give qualified employees an opportunity to apply for the position. A Union member of the Union's choice shall have input to and representation on the promotional board. The Union member will input into the hiring of new personnel.

ARTICLE 22 - SENIORITY, LAYOFF AND RECALL

Seniority shall be determined by the employee's length of continuous service with the Employer.

Seniority shall apply in the matter of vacation selection, layoff, and recall, and the selection of shifts and days off.

In the event of layoff, employees shall be laid off in the inverse order of their seniority. Employees shall be called back from layoff according to seniority within their classification.

ARTICLE 23 - MILEAGE

Reimbursement to City employees when using their personal vehicle for travel related to City affairs and official duties shall be the applicable IRS rate.

City employees shall be reimbursed for actual cost of meals and lodging up to the maximum established by the following schedule:

Lodging	Actual cost
Breakfast	\$8.00 per day
Lunch	\$10.00 per day
Dinner	\$21.00 per day

A receipt must be obtained for lodging before reimbursement from the City.

Notice of mileage allowance and subsistence use must be given to the City Recorder for the records. The use of this benefit is at all times subject to City Council approval before a trip is taken.

ARTICLE 24 - RETIREMENT

The City will continue to provide a retirement plan for the employees. The City will establish a Pre-tax contribution plan that covers all City employees.

Employee shall pay the six percent (6%) contribution as described in Burns Resolution 305 and Burns Resolution 306. The employee does not have the option of receiving the six percent (6%) portion in salary or make the contribution on an individual basis. The six percent (6%) portion will be withheld from payroll similar to other required withholdings. The City will transfer the amount directly to PERS.

The City will not pay the employee contribution of six percent (6%). The City will pay only the employer portion of the contribution to PERS.

ARTICLE 25 - REVENUE

The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement are subject to established annual budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and approval pursuant to established budget procedures. The City has no intentions of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget proposal by the Budget Officer amounts sufficient to fund the wages and benefits provided by this Agreement, but make no guarantee as to passage of such budget by the Budget Committee or the governing body.

ARTICLE 26 - SAFETY MEASURES

Section 1. Safety Efforts. It is agreed that the efforts of the City shall be directed to maintain all equipment in a safe and efficient working condition, and that the federal and state regulations and safety code shall be strictly observed by the parties. A joint union/management safety committee will meet at least quarterly. Such committee will review safety issues, review any accidents, and conduct workplace inspections annually.

Section 2. Safety. The employees shall use all protective equipment required or provided; shall perform their work in a safe manner and shall comply with all safety regulations stipulated by the City. Failure to comply with safety regulations shall be cause for discipline, up to and including termination.

Section 3. Drug and Alcohol Testing. It is agreed that it is necessary to provide a drug and alcohol free workplace. In an effort to maintain a drug and alcohol free workplace, it is agreed that the City may require a drug and alcohol test if an employee is involved in an accident during work hours. The accident need not result in injury for the City to require testing. Two urine or blood samples will be collected from the employee. The first sample will be sent to a certified testing lab and analyzed and the second will stored for safe and proper keeping until the results of the first sample returns. If the first sample is positive the employee may select a certified testing lab and have the second sample analyzed. Employees found to be under the influence of drugs or alcohol during work hours or those employees that refuse testing will be cause for disciplinary action up to and including termination.

The parties agree to implement a mutually agreed upon policy for random drug testing of CDL operators as required by law, no later than July 1, 2002.

ARTICLE 27 - RULES

Section 1. The parties jointly recognize that as elected or appointed officials, the City Council is directly responsible to the Citizens of the City and the public generally for performance of the functions and services performed or offered by the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City Council must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or affects a mandatory subject of collective bargaining as stated in ORS 243.650 et seq. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees.

Section 2. The parties jointly recognize and agree that the City shall have the exclusive right to determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the City.

ARTICLE 28 - PART-TIME EMPLOYEES

Part-time employees who are included in the bargaining unit shall receive all benefits as provided by this Agreement on a pro rata basis based upon the number of hours worked, unless part-time employees are specifically excluded from coverage by a provider. Except as specifically authorized by this Agreement, cash will not be paid in lieu of benefits.

ARTICLE 29 - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court or administrative agency of competent jurisdiction, such decision of the court or agency shall apply only to the specific article, section or portion thereof, directly specified in the decision.

Should any clause of this Agreement be proven illegal, the parties agree to meet immediately and renegotiate only that part found to be illegal.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be effective on the date of July 1, 2010 and shall remain in full force and effect until June 30, 2014.

The contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing by January 1, ____, of its intent to open negotiations for a successor agreement.

For the City	Date	For The Union	Date
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

APPENDIX A

Job descriptions for all classifications contained in the bargaining unit will be developed.

APPENDIX B

Effective the date of ratification, all employees shall be placed on the appropriate step on the following salary schedule. Newly hired employees normally will be placed at Step 1 of this salary schedule. On the employee's anniversary date, one year from the employee's date of hire with the City, the employee shall be moved to the next higher step on the salary schedule and will be moved to the next step on every anniversary date thereafter until the top step is attained.

APPENDIX C

Salary Schedule

For the contract year 2010-2011 wage rates shall be increased by 0% on July 1, 2010.

For the contract year 2011-2012 wage rates shall be increased by 2.5% on July 1, 2011.

For the contract year 2012-2013 wage rates shall be increased by 2.5% on July 1, 2012.

For the contract year 2013-2014 wage rates shall be increased by 2.5% on July 1, 2013.

Salary Schedule 06/30/2006 -- 06/30/2010	Base	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Contract year 2011							
Senior Water Maintenance Worker	2529	2651	2774	2909	3038	3189	3282
Senior Journeyman Entry	2529	2651	2774	2909	3038	3189	3282
Senior Accountant	2189	2212	2437	2513	2578	2755	2834
Senior Utility Clerk	2430						2886
Senior Utility Clerk	2824	2976	3035	3097			
Contract year 2012 (2.5% increase)							
Senior Water Maintenance Worker	2592	2717	2843	2982	3114	3269	3364
Senior Journeyman Entry	2592	2717	2843	2982	3114	3269	3364
Senior Accountant	2244	2267	2498	2576	2642	2824	2905
Senior Utility Clerk	2491						2958
Senior Utility Clerk	2895	3054	3111	3174			
Contract Year 2013 (2.5% increase)							
Senior Water Maintenance Worker	2657	2785	2914	3057	3192	3351	3448
Senior Journeyman Entry	2657	2785	2914	3057	3192	3351	3448
Senior Accountant	2300	2324	2560	2640	2708	2895	2978
Senior Utility Clerk	2553						3032
Senior Utility Clerk	2967	3130	3189	3253			
Contract year 2014 (2.5% increase)							
Senior Water Maintenance Worker	2723	2855	2987	3133	3272	3435	3534
Senior Journeyman Entry	2723	2855	2987	3133	3272	3435	3534
Senior Accountant	2358	2382	2624	2706	2776	2967	3052
Senior Utility Clerk	2617						3108
Senior Utility Clerk	3041	3208	3269	3334			

Anniversary bonus

At the completion of 10 years of service, each employee shall receive a one time payment equal to 5% of their base annual salary.

At the completion of 20 years of service, each employee shall receive a one time payment equal to 5% of their base annual salary.

At the completion of 30 years of service, each employee shall receive a one time payment equal to 5% of their base annual salary.

Beginning on July 1, 2009, upon the request of either the City or the Union, the parties will each designate up to three individuals to serve on a joint workgroup in order to explore potential options that encourage long-term quality service by City employees.

APPENDIX D

Certification Pay

Employees who obtain required certifications or certifications which enhance the employee's value to the City, and which are authorized by the City, shall be recognized by the payment of a one time premium of \$150.00 per certification.

Examples of such certification may include but not be limited to:

- Water Distribution 1
- Water Distribution 2
- Water Treatment 1
- Waste Water Collection 1
- Waste Water Collection 2

The City shall pay only once per certification. Renewals and extensions of currently held certifications are not eligible for premium pay.