

# COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

and

LOCAL 350-6 AFSCME COUNCIL 75  
AFL-CIO

July 1, 2017 – June 30, 2020

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## **PREAMBLE**

The City of Canby, Oregon ("City") and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO ("Union") agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

## **ARTICLE 1. – RECOGNITION**

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. If the Union, or its designee, submits a written request to the City requesting to bargain over the wages for the new position within (10) calendar days of the City's notice, then the City and the Union will enter into negotiations regarding wages for the new classification. If the City and the Union are not able to reach a mutual agreement on the applicable wage rates, the City shall have the right to implement its final proposed wage rates for the remaining term of the agreement. The City's implementation of its final wage rate proposal shall not be considered the basis of an unfair labor practice or contract violation.

## **ARTICLE 2. - EMPLOYEE RIGHTS/SECURITY**

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement upon submission of written requests on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable.

2.3 Each employee who, thirty (30) calendar days after date of hire, is in a position represented by the Union as defined by Section 1.1 of this Agreement and who chooses not to be a member of the Union shall proportionately and fairly share in the cost of the collective bargaining process. The proportionate and fair share of the cost of the collective bargaining process is the amount of dues uniformly required of each member of the Union.

2.4 Employees covered by Section 1.1 of this Agreement may choose non-association with the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee must pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or other charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative of the Union do not reach agreement on the matter, the Employment Relations Board shall designate such organization. Both parties agree to abide by both Federal and State laws as regards an employee's request pursuant to this Section.

2.5 The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

2.6 The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

2.7 Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

2.8 Notwithstanding the provisions of Article 2, if a state or federal court or legislature determines that employee fair share dues payments are voluntary rather than a mandatory condition of employment, the provisions of this contract providing for and/or requiring fair share dues deductions will be immediately null and void.

### **ARTICLE 3. - CIVIL RIGHTS**

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of lawful Union activities he/she may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability or age.

### **ARTICLE 4. - MANAGEMENT RIGHTS**

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. The parties acknowledge that the constitution and the laws of the State of Oregon confer upon the City certain powers, duties and obligations to be exercised in the interest of public health, safety and welfare which cannot be delegated or contracted away. The parties further recognize that the City retains all managerial rights and prerogatives except as expressly modified by a specific term and/or provision of this contract, and that they include, but are not limited to, the following rights and prerogatives:

- a. Establishing and directing activities of the City's departments and the work of its employees;
- b. Evaluating, hiring, promoting, transferring, assigning and retaining employees in positions;
- c. Suspending, demoting, discharging or take other disciplinary action against employees for just cause;
- d. Relieving employees from duties because of lack of work, lack of funds, or other legitimate reason;
- e. Determining standards of service, methods, processes, means and personnel of operations and the introduction of new equipment;
- f. Determining the need for, and assigning employees to, educational and training programs, on-the-job training and other educational activities;
- g. Determining job descriptions, job duties, work schedules, shifts, hours of work and overtime, and assignment of work;
- h. Establishing work rules, performance standards and safety rules;
- i. Taking whatever action may be necessary to carry out the missions of the City in emergency situations;
- j. Maintain the efficiency of governmental, City and proprietary operations; and
- k. Other rights except as expressly limited by a specific term and/or provision of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted his/her proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within fourteen (14) calendar days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered

by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the fourteen (14) calendar day period, the City may implement the proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or less costly overall than that submitted by the proposed subcontractor, without any additional capital expenses required by the City to acquire equipment and subject to any efficiency standards the City would gain by subcontracting, the City shall implement the Union proposal.

4.2(e) If the Union proposal is more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain in good faith the impact of such action. If the City and the Union are not able to reach a mutual agreement on the impacts of the City's subcontracting decision, the City shall have the right to implement the subcontract and the Union shall not have the right to strike over the City's decision.

#### **ARTICLE 5. – WORK RULES**

5.1 The parties recognize that the Employer is directly responsible to the citizens of the City and the public generally for the performance of the functions and services involved in operating the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be enacted in the future. It is agreed, however, that no new work rule will be enacted or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always govern. All work rules which are now in existence shall be reduced to writing and will be furnished to the Union and to affected employees. The City will give the Union and employees notice of intent to change or implement a new work rule. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

#### **ARTICLE 6. - SENIORITY**

6.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

6.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, he/she shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

6.3 Seniority shall mean the length of continuous service with the City in the bargaining unit. Seniority shall be determined by the date of entry to the bargaining unit.

6.4 Seniority shall be broken and the employment relationship severed by:

- a. Resignation, termination or retirement;
- b. Absence due to lay off for a period of twenty-four (24) months or more due to lack of work;
- c. Failure of an employee on lay off to report within fourteen (14) calendar days after date of mailing of a recall notice by certified mail, return receipt requested by the Employer to the employee's last known address;
- d. Absence from work due to work related injury for a period of in excess of eighteen (18) months unless mutually extended in writing by the employer and the association; and
- e. Absence of two (2) consecutively scheduled work days without notifying the Employer and providing a reason satisfactory to the Employer.

#### **ARTICLE 7. - LAYOFF**

7.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

7.2 Layoff order shall be established within the City by department on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 7.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 7.5 of this Agreement. A lower level position is defined as any position in a classification within the employee's department with a lower maximum pay rate than the classifications of the position being laid off.



7.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

7.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth (30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days' notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

7.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the same department within the City, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification within the same department within in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 7.4 of this Agreement.

7.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

7.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates his/her current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

7.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible, for a period of two (2) years without loss of seniority, for recall to a position within the same department in the same classification the employee held before the layoff. An employee

on layoff must keep the City informed of his/her current address and telephone number during the period of layoff.

7.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates his/her pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

7.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

#### **ARTICLE 8. - DISCHARGE/SUSPENSION/WARNING NOTICES**

8.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

8.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to his/her employment with the City; (b) willful or reckless damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) insubordination.

8.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 8.1 of this Agreement.

8.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

8.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

## ARTICLE 9. - HOURS OF WORK/OVERTIME

9.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to waive the notification requirement.

9.2 For employees on a five-eight (5-8) schedule, the normal workday shall consist of eight (8) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. For employees on a four-ten (4-10) schedule, the normal workday shall consist of ten (10) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of four (4) consecutive days worked. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violate Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) to sixty (60) minute unpaid meal period per shift in accordance with Oregon law and BOLI regulations.

9.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

9.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of his/her work assignment.

9.5 Flexible Schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City in writing, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be seventy two (72) hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

## **ARTICLE 10. - REPORTING PAY/CALL BACK**

10.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified at least one (1) hour prior to the beginning of their scheduled shift not to report to work. Once employees have reported to work, if they are then put to work employees shall be entitled to a minimum of four (4) hours of work or pay. All employees must provide a telephone number where they may be reached when necessary. A call to that number whether answered or not meets the City's requirement under this section. The City must attempt to leave a message in the event the City's call is not answered.

10.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

## **ARTICLE 11. - STAND-BY DUTY**

Standby is defined as any time an employee is required to be available outside of the employee's normally scheduled working hours to physically respond to City facilities. Stand-by duty includes, but is not limited to, providing emergency response, by a qualified staff member, for emergency situations related to municipal infrastructure or services. Following notification by pager, cellular phone or other means, employees must begin the work required to respond to the call within forty-five (45) minutes, except employees responding to calls at the Wastewater Treatment Plant who must begin the work required to respond within ninety (90) minutes. The City will provide a pager and/or cellular phone to employees assigned standby duty. The City may assign stand-by duties at its sole discretion, but will attempt to solicit volunteers before enlisting employees for stand-by duty.

The Public Works Director, or his/her designee, will create an annual schedule for stand-by following the below listed criteria:

1. Annually in December, the Director/designee will produce a standby roster for the following calendar year.
2. The schedule will include all qualified staff as determined by the Director.
3. A standby period is defined as a consecutive seven (7) calendar day period scheduled to meet operational needs.
4. The schedule will be designed so all qualified employees complete a seven (7) calendar day standby period before they would be scheduled for a subsequent seven (7) calendar day standby period. (All qualified staff would complete their

respective seven day standby period before the first person in the rotation would be on standby again.)

5. After the Director/designee completes the annual schedule, staff may change their respective standby period provided another qualified employee agrees to assume the standby duty. Staff assigned standby duty may switch standby at any time during the calendar year with another qualified staff member provided the switch is mutually agreed upon.
6. If a standby duty switch is made, the individual initiating the switch must immediately notify the Director/designee of the change.
7. Every effort will be made to assure that no single employee will be scheduled to work the same holiday standby period two years in succession.
8. If, while on standby, an employee is unable to respond within the designated response period, it is the employee's sole responsibility to contact another qualified employee to respond on-site within the designated time. If the nature of the call requires urgent attention (such as a report of a sewer back-up), the employee on standby shall immediately contact their supervisor and respond as soon as possible.
9. Employees required to be on standby duty shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on standby for a period which includes any of the holidays defined in Article 14, shall receive an additional eight (8) hours of compensatory time or salary per holiday.
10. Two employees may share one defined standby period with prior approval from the Public Works Director. Compensation for the standby duty will be split for each employee based on actual standby coverage.

#### **ARTICLE 12. - COMP TIME**

12.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of his/her regular rate of pay should he/she perform an overtime assignment, provided that he/she makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to sixty (60) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor. Employees have the option to cash out up to thirty (30) hours of compensatory time once per fiscal year.

12.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if he/she

elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

12.3 Non-exempt employees shall receive a cash payment for all unused compensation time off upon separation from employment. Such excess of unused compensation time off shall be paid at the employee's regular rate of pay.

### **ARTICLE 13. - WASTEWATER TREATMENT PLANT**

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per weekend day at the rate of time and one half (1-1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per holiday day at the rate of two (2) times their regular rate of pay.

### **ARTICLE 14. - HOLIDAYS**

14.1 The following days shall be recognized as paid holidays:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July Fourth	Day before Christmas
Labor Day	Christmas Day
Personal Floating Holiday	

14.2 Regular full time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 16-Sick Leave.

14.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

14.4 Employees who are short the number of hours they normally work in a week because of the holiday, may make up that time or use accrued vacation or comp time within the same pay period as long as it does not cause overtime.

14.5 Holiday pay for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

14.6 Each employee will accrue and be entitled to use eight (8) hours of personal holiday time per fiscal year. The eight (8) hours of personal holiday time will accrue on July 1 of each calendar year and must be used before June 30 of the subsequent calendar year. Unused hours are forfeited. Upon hire, new employees will accrue a prorated amount of personal holiday time available for immediate use.

### ARTICLE 15. - VACATIONS

15.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Full time employees shall accrue vacation as follows:

<u>Service Completed</u>	<u>Vacation Earned</u>
1 - 4 years	80 hours annually
5-9 years	120 hours annually
10-13 years	140 hours annually
14 years and over	190 hours annually

Employees shall begin to accrue the above annual vacation rate upon the effective date of this agreement. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Vacation accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

15.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

15.3 All time off for vacations shall be by prior mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

15.4 The maximum vacation accrual limit shall be two hundred seventy (270) hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the City Administrator or his/her designee. Vacation accrual exceeding the two hundred seventy (270) hour limit will not be compensated.

15.5 Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or his/her designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

## **ARTICLE 16. - SICK LEAVE**

16.1 The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

16.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

16.3 Upon employee separation of employment from the City of Canby, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 16.2. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

## **ARTICLE 17. – ORDER OF LEAVE**

17.1 Unless otherwise required by law, and subject to Article 21, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

## **ARTICLE 18. - WORKERS COMPENSATION**

18.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

18.2 The City will maintain Health and Welfare contributions as defined in Article 25 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) calendar days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

## **ARTICLE 19. - FUNERAL LEAVE**

19.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary.

19.2 Additional leave with pay may be granted by the City Administrator.

19.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brothers), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren.



19.4 Leave taken under this Article 19 runs concurrently with OFLA leave.

#### **ARTICLE 20. - JURY DUTY**

20.1 An employee shall be granted leave with full pay any time he/she is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

20.2 If an employee serving on jury duty is excused, dismissed, or not selected, he/she shall report for his/her regular work assignment.

#### **ARTICLE 21. - FAMILY MEDICAL LEAVE**

The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.

#### **ARTICLE 22. - LEAVES OF ABSENCE**

22.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

22.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but he/she shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

#### **ARTICLE 23. - WAGES**

23.1 Each employee will be paid in accordance with the wage scale attached as Attachment A.

23.2 Effective beginning the first full pay period following January 1, 2018, increase the wage scale across the board by 2.1%.

Effective the first full pay period following July 1, 2018, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, Portland-Salem for the twelve (12) months ending December 31, 2017 (minimum 2% - maximum 3.5%).

Effective the first full pay period following July 1, 2019, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, Portland-Salem for the twelve (12) months ending December 31, 2018 (minimum 2% - maximum 3.5%).

Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 31 of this Agreement.

23.3 Bilingual Premium. Any employee whose job requires fluency in Spanish, and who can demonstrate written and oral proficiency, shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency.

23.4 Out-of-Class Work. Any employee assigned to perform duties unique to a higher classification will be paid an out-of-class differential in the amount of 5% over the employee's current base salary only under the following circumstances: (1) an employee's job duties change and the employee is in the process of being reclassified to a higher job classification; or (2) an employee is assigned to temporarily perform the duties of a vacant higher-level position. The City retains the right to determine when it is practical and efficient to assign employees to perform out-of-class work. Nothing in this Article shall be interpreted as a guarantee that an employee will be assigned out-of-class work.

#### **ARTICLE 24. - PER DIEM AND MILEAGE REIMBURSEMENT**

Employees shall be paid a per diem allowance for approved travel, meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate, rules and policies listed at [www.gsa.gov](http://www.gsa.gov) and in effect at the time of the travel;
2. For travel outside of the continental United States the OCONUS per diem rate, rules and policies listed at [www.dtic.mil/perdiem/pdrates.html](http://www.dtic.mil/perdiem/pdrates.html) and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at [www.osa.com](http://www.osa.com) and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal

Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

**ARTICLE 25. - HEALTH AND WELFARE**

25.1 The City will offer group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

For the time period July 1, 2017 through December 31, 2017, the City will offer PacificSource group plan 1 and plan 2, and employees will contribute the following amounts for each tier of coverage through automatic payroll deduction:

<b>PacificSource</b>	<b>Plan 1</b>	<b>Plan 2</b>
Employee Only	\$112.74	\$7.22
Employee plus Spouse	\$257.31	\$15.31
Employee plus Child(ren)	\$208.82	\$14.63
Employee plus Family	\$330.58	\$22.47

Effective January 1, 2018, the City will pay 95% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Effective January 1, 2019, the City will pay 93% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Effective January 1, 2020, the City will pay 90% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

25.2 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

<u>Equivalent FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 25.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 25.1
.65 to .50 FTE (20-25 hours/week)	50% of the benefit as described in Section 25.1

25.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

25.4 The City shall provide long term disability insurance for every regular full and part-time employee.

25.5 Effective January 1, 2019 - In the event that the City's premium rates increase by more than six percent (6%) from the previous year, any increase over six percent 6% will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

25.6 Effective January 1, 2020 - In the event that the City's premium rates increase by more than six percent (6%) from the previous year, any increase over six percent 6% will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

25.7 In the event that the City's premium rates increase by more than ten percent (10%) in any given year, the City may reopen Article 25 and Article 23.

#### **ARTICLE 26. - RETIREMENT PLAN**

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

#### **ARTICLE 27. - SAFETY COMMITTEE**

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

#### **ARTICLE 28. - GRIEVANCE PROCEDURE**

28.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee shall discuss the grievance on an informal basis with his/her supervisor (unless that supervisor is in the bargaining unit and then the grievance shall go to the supervisor's immediate supervisor) within seven (7) calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

Step 3. The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 4. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4,

submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 28.3.

28.2 The rules governing the grievance procedure shall be as follows:

(a) Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(b) Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

28.3 Arbitration Procedure:

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) Oregon arbitrators who are certified by the American Arbitration Association shall be requested from the State Mediation and Conciliation Service. Each party shall have the unilateral right to reject one list in its entirety and request a new list within seven (7) calendar days from the date of the list. Each party shall alternately strike one name from the final list. The final name remaining shall be the sole arbitrator for the dispute.

(b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

(c) The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be final and binding upon the parties.

(e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

#### **ARTICLE 29. - STRIKE/LOCKOUT**

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout.

### **ARTICLE 30. - UNIFORMS/PROTECTIVE CLOTHING**

30.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

30.2 The City shall make available raingear and protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.

30.3 The City agrees to provide public works and other field employees with an annual clothing and boot allowance of four hundred dollars (\$400.00) per employee for the purchase, replacement and/or repair of the uniforms and/or boots. The taxable allowance will be paid through payroll each September.

### **ARTICLE 31. - EMPLOYEE EVALUATIONS**

31.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. Employees at the top step of the range shall receive an annual evaluation as provided within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

If a performance evaluation is not completed within thirty (30) calendar days after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) calendar days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) calendar day performance improvement plan for the employee within the ninety (90) calendar day period, the employee shall receive a step increase effective the date of the most recent review.

31.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

## **ARTICLE 32. - PERSONNEL RECORDS**

32.1 The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. The official personnel file shall be maintained by the Department of Human Resources.

32.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

32.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed after three (3) years, provided that the written documentation and/or written responses are not relevant to current job performance.

32.4 Employees shall have the opportunity to review and sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, he/she may so indicate by attaching a written statement of reasonable length to said document at the time of review.

## **ARTICLE 33. - LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee consisting of up to three City-employed Management representatives and up to three City-employed AFSCME members will meet at a minimum of once per quarter to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement. If after meeting there remain unresolved issues, the Union may request an AFSCME Representative be present at the next meeting.

## **ARTICLE 34. - UNION RIGHTS**

34.1 The Union may select up to three (3) Stewards from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

34.2 The Steward shall notify his/her supervisor prior to leaving his/her work area for the above-stated purposes.

34.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 34.1 of this Agreement.

34.4 New Employee Orientation - A union member will be allowed up to fifteen (15) minutes during the new employee orientation to make a presentation to represented employees. However, if the City fails to provide the Union with timely notice of the new

employee orientation meeting, the Union representative shall be allowed to meet with the employee for thirty (30) minutes on paid time.

34.5 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.

#### **ARTICLE 35. - RESIDENCY**

All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.

#### **ARTICLE 36. - INCLEMENT WEATHER AND CITY CLOSURE**

The City's Inclement Weather Policy shall apply to all bargaining unit members.

However, if due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

#### **ARTICLE 37. - DRUG AND ALCOHOL POLICY**

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

#### **ARTICLE 38. - SAVINGS CLAUSE**

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 39. - EXISTING CONDITIONS**

39.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

39.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates pursuant to Article 1.2.



**ARTICLE 40. – REOPENER**

40.1 In the event of any change to federal, state or local law, including the passage of new legislation that adds new benefits, increases existing benefits, increases employees' wage rates, or increases any other economic benefit to employees during the term of this Agreement, the Employer shall have the right upon no less than fifteen (15) calendar days' written notice to reopen the economic terms of this agreement (Article 23 and Attachment A: Wages, Article 25: Health and Welfare, Article 15: Vacation, Article 16: Sick Leave). The City will have the right to reopen under this Article 40 if the City's economic costs for the AFSCME bargaining unit increase by two percent (2%) or more, calculated from the time of ratification, due to the change in law or new legislation. The purpose of such reopener is to permit the parties to renegotiate the economic provisions of this Agreement so that the Employer's labor costs do not exceed the Employer's costs in existence at the time the parties' agreement was ratified. During this period of renegotiation, the no strike provisions of Article 29 shall remain in full force and effect. If the parties have not reached agreement on changing the economic terms of the Agreement within forty-five (45) calendar days of the start of negotiations which addresses the additional cost of complying with any federal, state or local law, the Employer shall have the right to implement its last, best and final offer.

**ARTICLE 41. - TERMINATION OF AGREEMENT**

41.1 This Agreement and the attachments hereto constitute the sole written agreement between the parties. This Agreement shall become effective July 1, 2017 and shall remain in full force and effect through and including June 30, 2020. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2020, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 28-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

41.2 This Agreement shall be automatically renewed on July 1, 2020 and each year thereafter unless either party notifies the other in writing not later than March 1, 2020

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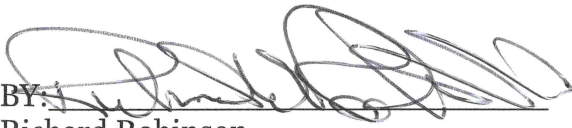


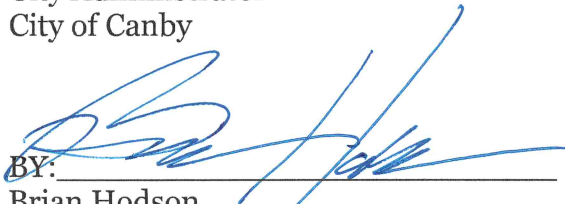
that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1, 2020.

**SALARY SCHEDULE - SEE ATTACHMENT A**

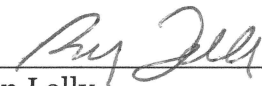
This AGREEMENT is hereby executed this 1<sup>st</sup> day of November, 2017.

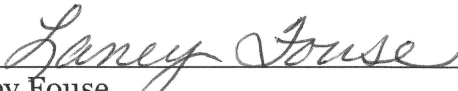
FOR THE CITY


BY:   
Richard Robinson  
City Administrator  
City of Canby

BY:   
Brian Hodson  
Mayor, City of Canby

FOR THE UNION

BY:   
Bryan Lally  
Council Representative  
Oregon AFSCME Council 75

BY:   
Laney Fouse  
AFSCME Bargaining Team President

BY:   
Chris Goetz  
AFSCME Bargaining Team Member  
Vice President

## ATTACHMENT A – WAGE SCALE

Position	5% between steps					3% between steps	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Office Specialist I	2999	3149	3306	3472	3645	3755	3867
Library Coordinator Tech Ref Librarian/Yth Svcs Municipal Court Clerk I							
Office Specialist II	3164	3322	3488	3663	3846	3961	4080
Mechanic Tech I Parks Maint Worker Swim Instructor							
Maintenance Worker I	3265	3428	3600	3780	3969	4088	4210
Maintenance Worker II	3516	3692	3876	4070	4274	4402	4534
Municipal Court Clerk II	3603	3783	3972	4171	4379	4511	4646
Code Compliance/Evidence Tech Planning Tech	3784	3973	4172	4380	4599	4737	4880
Maintenance Worker III	3818	4009	4209	4420	4641	4780	4923
Operator I Pre-Treatment Tech	3936	4133	4339	4556	4784	4928	5076
Office Specialist III	4011	4212	4422	4643	4875	5022	5172
User Service Tech.	4059	4262	4475	4699	4934	5082	5234
Mechanic Librarian	4148	4355	4573	4802	5042	5193	5349
Swim Operator	4285	4499	4724	4960	5208	5365	5526
Operator II	4325	4541	4768	5007	5257	5415	5577
Lead Mechanic Parks Lead							
Public Works Lead	4538	4765	5003	5253	5516	5681	5852
Office Specialist IV	4696	4931	5177	5436	5708	5879	6056
Operator III Pre-Treatment Coord.	4733	4970	5218	5479	5753	5926	6103
Associate Planner Project Planner	4777	5016	5267	5530	5806	5981	6160
Operator Lead	4874	5118	5374	5642	5924	6102	6285
Senior Planner	5220	5481	5755	6043	6345	6535	6731