

COLLECTIVE BARGAINING AGREEMENT

Between

City of Garibaldi

and

City of Garibaldi Employees

Local 2734-2, AFSCME Council No. 75

AFL-CIO

July 1, 2016 through June 30, 2019

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ARTICLE 1 - PURPOSE AND RECOGNITION

1.1 Recognition

The City of Garibaldi, hereinafter called the "City," recognizes the City of Garibaldi Employees, Local 2734-2, AFSCME Council No. 75, AFL-CIO, hereinafter called the "Union," as the sole and exclusive bargaining agent for the bargaining unit:

1. All employees of the City of Garibaldi, excluding supervisory and confidential employees as defined by ORS 243.650(6) and (14), part-time employees who work less than twenty (20) hours per week, and temporary employees who work less than five hundred twenty (520) hours in any twelve (12) consecutive month period.

1.2 Harmonious Relationships

The parties have a fundamental interest in the development of harmonious and cooperative relationships. The City desires to make City service attractive as a career and to encourage each employee to give their best service to the City. The employees desire to be efficient and productive and to give their best service to the City.

1.3 New Position

Should the City establish a new position where such position should belong in the bargaining unit, the City will notify the Union of the new position, including providing to the Union a copy of the position and proposed pay rate.

ARTICLE 2 - MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions, and authority to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union include those specifically set forth in this Agreement.

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

- a. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
- b. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities.
- c. To determine the need for a reduction or increase in the workforce.

- d. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, standards of conduct, equipment, uniforms, methods and procedures.
- e. To assign and distribute work.
- f. To assign shifts, work days, hours of work and work locations.
- g. To introduce new duties and to revise job classifications and duties within the unit.
- h. To determine the qualifications of new employees.
- i. To discipline an employee for just cause.
- j. To determine the need for additional educational courses, training programs, on-the-job training, cross-training.
- k. To determine the need for overtime and classifications to work such overtime.

The exercise of the management functions or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 3 - EMPLOYMENT RIGHTS

3.1 Union Rights

It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also will have the right to refuse to join the activities of the Union or any other employees' organization. No employee will be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights.

3.2 Non-Discrimination

The provisions of this Agreement will be applied equally to all employees in the bargaining unit without regard to race, religion, color, sex (including pregnancy, childbirth, and related medical conditions), national origin, marital status, sexual preference, family relationship, age or physical or mental disability or any other basis prohibited by local, state or federal law (except when there are bona fide occupational qualifications).

3.3 Harassment

It is the policy of the City to provide all employees a work environment free of harassment based upon gender, gender identification, sexual preference, race, ethnicity, religion, national origin, disability, and/or marital status. All employees are subject to disciplinary action for violation of

this policy.

It is the policy of the City to take immediate corrective action when, as a result of an investigation with or without an employee complaint, the City has reason to believe that an employee, elected official or member of the public has violated this policy prohibiting harassment.

It is the policy of the City to encourage employees to come forward with any complaints or information pertaining to harassment, and to prohibit any retaliatory action against employees who have made a complaint or provided information regarding harassment.

When a written complaint regarding harassment is received by a department head or City Council member, an investigation shall immediately be undertaken by the City Council with the assistance of the City Attorney. The City will respond to the complaint and information received from the investigation as required by applicable law. The City may take any action necessary to mitigate any effects of the alleged harassment while the investigation is pending, including suspending with pay an employee charged with harassment.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

4.1 Strikes & Lockouts

It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential consideration of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there will not be any strikes, picketing, boycotting, work stoppage, sit down or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

4.2 Violations

In the event of a violation of this Article by the Union and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.

4.3 No Lock Out

There will be no lock out of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - UNION SECURITY

5.1 Union Security

Membership or nonmembership in the Union will be the individual choice of the employees covered by this Agreement. An employee who, thirty (30) days after the employee's date of hire is not a member of the Union and chooses to remain a nonmember of the Union will make payments in lieu of dues to the Union. Such payments will be in an amount determined by the Union in accordance with constitutional and statutory requirements.

5.2 Union/Fair Share

The City agrees to deduct from the paycheck of each employee Union dues or "fair share." The City will not be held liable for checkoff errors, but will make proper adjustments with the employee and the Union for errors as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold harmless the City from any action arising under this article. The amount deducted will be transmitted monthly to the Union. Transmittals to include employee's name, social security number, mailing address and amount deducted.

5.3 Religious Objections

An employee who is a member of a church or religious body having bona fide religious tenets or teachings, which prohibit association with a labor organization or the payments of dues to it, will pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment will be made to a nonreligious charity or another charitable organization mutually agreed upon by the employee affected and the Union. The employee will furnish written proof to the Union that payment has been made.

5.4 Notification

The City shall notify the Union of all bargaining unit new hires within two (2) weeks of the employee's start date, furnishing the Union with the new employee's name, social security number, mailing address and position.

ARTICLE 6 - UNION BUSINESS

6.1 Union Access

Union representatives will be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Union. When possible, Union Representative will make contact during employee break(s) or meal period. Such representatives will make their presence known to the supervisor. Access will be restricted so as to not interfere with the normal operations of the Department. Shop Stewards will be allowed to assist in the processing of grievances on City time as long as the duty break is with the consent of their supervisor or designee and the break does not interfere with the operation of the Department.

6.2 Shop Stewards

Members of the bargaining unit selected to serve as authorized representatives will be certified in writing to the City.

ARTICLE 7 - HOURS OF WORK

7.1 Work Week

Work week for full-time employees will consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off or as mutually agreed.

7.2 Overtime

Employee supervisor can call employees in for time other than their regular work week, but all such time will be compensated as overtime.

7.3 Work Hours

All shifts hours will be consecutive and will have established starting and quitting time and that the schedule will be determined by the Supervisor. The City will notify the employee(s) of any proposed change in starting and quitting time at least fifteen (15) days prior to the effective date of the change.

7.4 Work Schedule

Subject to advance mutual agreement between an employee and the City, minimum notice to change scheduled starting and quitting times may be waived.

7.5 Paid Leaves

Hours of work includes all paid leaves, such as vacation leave, sick leave, holidays.

7.6 Lunch Period

Employees will be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which will not be considered on-duty working time. The meal period will be scheduled as nearly as possible to the midpoint of the employee's shift.

Only those employees who work more than five (5) consecutive hours in a day are entitled to a meal period.

7.7 Rest Periods

All employees work schedules will provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift which will be scheduled as near the middle of each one-half ($\frac{1}{2}$) shift as is feasible and such time will be considered on-duty working time. Employees who are denied a rest period will be granted comp. time or overtime for the rest period missed.

Employees who for any reason are scheduled to work more than two (2) hours beyond their regular shift, will receive a fifteen (15) minute rest period before the start to work on the next shift. Such employees will receive a fifteen (15) minute rest period every two (2) hours thereafter, and a paid thirty (30) minutes lunch period if the scheduled work period is longer than four (4) hours.

7.8 Sickness while Working

When any employee reports for and /or start to work their scheduled shift and is excused from duty before competing their scheduled shift will be paid for their normal shift except for illness which will be charged to the employees' sick leave.

7.9 Call Outs

Any employee called to work, outside of their regularly scheduled shift, will be paid for a minimum of one (1) hour at their appropriate overtime rate. Any employee call in during any paid leave time will be paid double time; such work time will not be charged to said leave time.

7.10 On-Call

On call is defined as any time the City requires an employee to be available on off duty time to be available for work.

Employees required to be on weekend call shall be compensated forty dollars (\$40.00) for each weekend day of call coverage.

ARTICLE 8 - OVERTIME

8.1 Overtime

Employees required to work in excess of forty (40) hours in any seven (7) day period will receive overtime at the rate of time and one-half an employee's regular rate of pay.

8.2 Calculation

Overtime will be computed to the nearest one-quarter ($\frac{1}{4}$) hour.

8.3 Compensation

Compensation for authorized overtime and holiday work shall, at the City's option, be paid or compensated with compensatory time off at the appropriate rate. Employees may accrue up to forty (40) hours of compensatory time, any hours accrued more than forty (40) will be paid to the employee on their next paycheck.

An employee may not take more than twenty-four (24) consecutive hours of compensatory time, excluding time off for medical or emergency.

Employees who terminate for any reason will be compensated all unused compensatory time.

ARTICLE 9 - HOLIDAYS

9.1 Holidays

All employees will be entitled to the holidays listed below with pay. Full-time employees will receive regular compensation; part-time employees will be compensated in proportion to the number of hours they are normally scheduled to work:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

Two Personal Leave Day at the employee's discretion.

Any other holiday granted by the City Council.

9.2 Holiday on Weekends

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the previous Friday.

9.3 Holiday Work Status

Employees must be in a paid employment status on both the workday preceding and the work day following the holiday in order to be compensated for the holiday.

9.4 Holidays on Sick Leave/Vacation

Holidays which occur during an employee's vacation or sick leave will not be charged against such leave. Holidays occurring during leave without pay will not be compensated.

9.5 Personal Leave Day

Each employee will be credited two (2) Personal Leave Day on their anniversary date of each year to be used within that calendar year. Employees may take their Personal Leave Day with prior approval of their supervisor.

Upon termination for any reason, an employee will not be paid for unused personal leave day.

9.6 Holiday Pay

Employees who work on a holiday will receive straight time for all hours worked plus their regular pay.

ARTICLE 10 - VACATION LEAVE

10.1 Vacation Schedule

Employees are entitled to schedule the use of vacation (as defined in Article 10.2) at their discretion provided they receive the permission of their supervisor or the City Manager before utilizing any vacation. The City Manager or a supervisor may deny an employee the proposed request of vacation if the requested vacation conflicts with, or negatively affects, the necessary operation of the City. Employees will be expected to submit requests for vacation time 72 hours before they intend to use vacation. If employees submit vacation requests with less than 72 hour notice the City may reject the request without cause. When vacation requests are received by the City with more than 72 hours notice the City will respond in writing within five (5) days of the request, or 24 hours before the vacation is to be used, whichever is sooner. Management will make every effort to facilitate the use of employee vacation and will offer alternative time schedules whenever management denies a request for vacation.

10.2 Vacation Time Accrual

"Vacation" as used in this Article is defined as time off from an employee's normal work schedule that is compensated to the employee as if the employee was working a normal work schedule. Compensation includes wages, health insurance, retirement, and all other employee

benefits and associated employer costs of regular employment.

All regular full time employees will accrue vacation at a rate of one-twelfth of their annual vacation leave at the end of each month from the date of employment. The City will consider the fractional vacation as leave earned with each pay cycle. Employees shall schedule and use vacation in not less than quarter hour units. Calculation of vacation leave used shall be rounded to the nearest quarter hour. Vacation leave will accrue as follows:

- A. Employees will earn a total of eighty (80) hours of vacation leave each year beginning from the date of employment until the end of the fifth (5th) year of employment (years 1-5).
- B. Employees will earn a total of one hundred and twenty (120) hours of vacation leave each year beginning the 6th year through the end of the tenth (10th) year of employment (years 6-10).
- C. Employees will earn a total of one hundred and sixty (160) hours of vacation leave each year beginning the eleventh (11th) year of employment (year 11 and subsequent years).

After the first six (6) months of employment, employees will be entitled to schedule and use accrued vacation leave. Probationary employees (as defined in Section 19.1 – Probationary Period) who resign or are terminated will not be compensated for any unused vacation time.

Part-time employees will be compensated vacation leave according to the above schedule in proportion to the number of hours the employees are normally scheduled to work.

10.3 Payment of Vacation

Upon retirement or termination of an employee, the total accrued vacation leave, but not in excess of the vacation leave bank cap, will be paid to the employee in conformance with the provisions of this Agreement.

10.4 Call-In During Vacation

When an employee is called into work while on scheduled vacation, that employee will be compensated at the overtime rate for all hours worked and credited back the vacation hours.

10.5 Vacation Leave Bank Cap

Each employee's accrued vacation leave will be capped at a maximum of two hundred and fifty (250) hours. An employee's vacation leave bank will not accrue hours above this cap, and the City will not provide credit for potential time earned beyond this cap.

From the effective date of this Agreement all employees will have two years to reduce their bank

of vacation hours to two hundred and fifty (250) hours. After two years of the effective date of this Agreement, any employee's unused vacation leave in excess of two hundred and fifty (250) hours will be forfeited. For the purposes of facilitating a reduction in excess vacation leave, management will attempt to accommodate any request to schedule vacation in the next two years for employees who have exceeded two hundred and fifty (250) hours as of the effective date of this Agreement. If the use of vacation is denied for these specific employees in the next two years, any vacation leave that an employee is unable to use as a result of denial of a vacation request will be credited to the employee either in payment based on hourly wages or through a limited suspension of the cap to be determined at management's discretion.

ARTICLE 11 - SICK LEAVE

11.1 Accrual

Sick leave will accrue at the rate of eight (8) hours for each full calendar month of service and will be credited to the employee's leave account the first of the month following accrual.

Permanent part-time employees will accrue sick leave on a pro-rata basis.

Employees' may accrue up to six hundred (600) hours of sick leave.

11.2 Utilization

Employees may utilize their bank of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of other employees or members of the public necessarily dealt with would be endangered by the attendance of the employee or by serious illness of their immediate families/household which requires the presence of the employee.

Immediate family/household defined as including spouse, domestic partners, minor child of employee, spouse and domestic partners, parents, parents-in-law or legal guardians, or grandchild and grandparents.

11.3 Sick Leave/Vacation

An employee who becomes ill or injured during a period of approved vacation leave may not use sick leave in lieu of vacation leave unless they provide a physician's certification of the illness. It is understood that the City will have the authority to apply reasonable standards to deny the use of sick leave in lieu of vacation leave under certain circumstances. If the illness extends beyond the vacation leave period, only the time subsequent to the end of vacation leave will be charged to sick leave.

11.4 Reappointment

An employee who is reappointed following a layoff, or the expiration of an approved leave without pay, will have sick leave credits restored that were accrued during the previous employment.

11.5 Compensation

The City will not compensate any employee for accrued sick leave upon separation from employment with the City.

11.6 Calculation

Sick leave will be charged on an hour-per-hour basis for each hour utilized. Any employee who exceeds the employee's accumulated sick leave will be eligible to charge any accumulated compensatory time or vacation leave.

11.7 Notification

Employees must keep their supervisor informed as to their status to qualify for sick leave. The City may request a doctor's release to return to work if the City can reasonably articulate its need for the release. Employees falsifying their claim for sick leave may be subject to disciplinary action by the City. The City may require acknowledgment from the employee's doctor with regards to time off due to illness or injury when such absence exceeds three (3) working days per incident.

11.8 Hardship Leaves

The City will allow employees to make donation of accumulated sick leave or vacation to a co-worker who has exhausted all accumulated leave from an extended illness or injury. An employee must have more than forty (40) hours of accumulated sick leave before they can donate leave to another employee, and the donating employee may not reduce their available balance of sick leave below forty (40) hours. Employees may not donate compensatory time.

Employees otherwise eligible for or receiving disability benefits, workers compensation or parental leave will not be considered eligible to receive donations under this Agreement.

ARTICLE 12 - BEREAVEMENT LEAVE

12.1 Bereavement Leave

When a member of an employee's or employee's spouses' immediate family (defined as spouse, children, step-children, step-father, step-mother, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren up to three (3) day's bereavement leave with pay

will be granted to an employee by the City for the period of time the employee is unable to perform their duties.

12.2 Pall Bear/Speaker

Four (4) hours of leave with pay will be granted to employees for participation in a funeral ceremony (such as speaker or pall bearer). Any additional time requested will be deducted from vacation or compensatory time accrued. If none is available, the employee will be on leave of absence without pay.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leaves of Absence With Pay

- A. Witness or Jury Duty. If an employee is called for jury duty or is subpoenaed as a witness which is City related business, the employee will suffer no loss in regular compensation for such absence. However, they will be required to remit to the City any compensation received for such duties, excluding compensation received for mileage and lodging.
- B. Military Leave. An employee with six months of continuous City service who is a member of the National Guard or a reserve component of the armed forces, or who has a qualifying family member, will be entitled to leave according to the Federal Military Leave Act.

13.2 Leaves of Absence Without Pay

In instances where the work will not be impaired by the temporary absence of an employee, the City may grant a leave of absence without pay after leave benefits are exhausted. The request will be in writing to the City Council.

- A. Court Leave. Leave without pay will be granted for attendance in court in connection with an employee's personal affairs. Such leaves will be in writing and will be granted by the employee's supervisor.

ARTICLE 14 - WAGES

14.1 Wages

Employees will be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix "A".

- A. Effective July 1, 2016 and each July 1 thereafter for the life of the Agreement,

employee wages shall be adjusted not less than 2.5 % nor more than 5 % based upon the change in the Portland CPI-U.

14.2 Performance Increase

Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of his or her classification. Employees who do not receive an annual performance pay increase will receive timely written notice of deficient performance during the evaluation period. "Timely" shall be a reasonable amount of time taking into consideration the specific alleged deficient performance. Such notice will provide the employee with adequate opportunity to correct the problem prior to the end of the evaluation period.

14.3 Paydays and Draws

Payday will be the last working day of the month. A draw on earned salary may be drawn on the fifteenth (15th) day of the month equal up to one-half of the earned base salary. If the fifteenth (15th) falls on Saturday, the draw may be taken on Friday. If the fifteenth (15th) falls on Sunday, the draw may be taken on Monday.

14.4 Deferred Compensation

The City shall provide the employees a Deferred Compensation Plan.

14.5 Work out of Classification

Whenever an employee is assigned the duties of a higher classification including the duties of a supervisor position for more than fifteen (15) working days, the employee shall be compensated for such duties at the higher rate of the minimum of five percent (5%) or the first step of the higher classification, whichever is higher. Pay for work out of classification will be retroactive to the first day the employee worked out of class.

ARTICLE 15 - HEALTH AND WELFARE

15.1 Insurance

All City employees will be covered under Social Security, Worker's Compensation and State Unemployment Insurance.

15.2 Medical Insurance

A. The City will provide all regular part time and full time employees with City-County Insurance Services health insurance plan VF PPP, Rx4, VIS-24, and Dental Plan 3 for the

employee and the employee's spouse and dependent children. Coverage for part-time employees will be on a pro-rata basis as described in 15.2(C). The parties acknowledge that they do not have control over the tier structure or the plan year configuration of City-County Insurance Services but do recognize the potential duty to bargain significant impacts caused by such changes.

- B. The City will provide all regular part time and full time employees with a Voluntary Employee Beneficiary Association account (VEBA), and contribute \$125 each month for employees covered under the single classification of health insurance, and \$150 each month for employees covered under the couple and family classification of health insurance. VEBA contributions will not be pro-rated for part time employees.
- C. **Cost Sharing.**
Health insurance provided to regular full time and part time employees shall consist of medical, dental and vision plans as described in 15.2(A). The City will pay 87.5% of regular full time employees' health insurance, and the remaining 12.5% will be paid by employees. Pro-rata amounts for part time employees will be calculated on the full time employee cost share percentage, and will be in addition to this amount. The total of pro-rata and cost share amounts for part time employees will not exceed 25% of the total cost of the premium amount for medical, dental and vision coverage.

15.3 Life Insurance

Current Life insurance/accidental death or dismemberment of twenty thousand dollars (\$20,000) will be provided to all regular full time employees.

15.4 Coverage during Leave of Absence

Employees on leaves of absences with pay will have their medical, dental and vision plans continued as though leave had not occurred. The City will continue paying the monthly premiums as described herein.

Subject to State and Federal law, an employee on leave of absence without pay may have their medical, dental and vision plans continued, subject to request by the employee to the City to continue the insurance coverage, provided that the monthly insurance plans premium is paid by the employee.

Employees who terminate their employment with the City will be allowed to continue health insurance coverage under the City group insurance plan for a period of up to eighteen (18) months, subject to the eligibility requirements set out in Oregon and federal law. The monthly premium for continuation of insurance will be paid by the employee.

ARTICLE 16 - WORKERS' COMPENSATION

16.1 Compensation

When an injury occurs in the course of employment, the City's obligation to pay sick leave, vacation leave, compensatory leave is limited to the differences between any disability payment or time loss payment received under Worker's Compensation laws and the employee's regular net pay. In such instances, pro-rated charges may be made against paid leave.

16.2 Health/Welfare Insurance

During the period of disability, the City will continue to contribute toward the cost of health and welfare insurance, including accrual of seniority, vacation/sick leave as if the employee were working.

ARTICLE 17 - RETIREMENT

The City will provide a retirement plan for the employees through the Public Employees Retirement System (PERS). The City will pay all portions designated by PERS as the "employer's share" and the employees will pay all portions designated by PERS as the "employee's share". The City and employees recognize that the policies and regulations of PERS are beyond the control of the parties, and if any significant changes in these policies occur, either party to may request to renegotiate the Agreement to make necessary accommodations for those significant changes.

ARTICLE 18 - UNIFORMS, PROTECTIVE CLOTHING

18.1 Uniforms

All personnel whose assignment requires the wearing of a uniform or protective clothing, will be provided with a clothing allowance of two-hundred dollars (\$200) per year. The clothing allowance will be distributed with half the clothing allowance (\$100) allocated in the employees' first paycheck in July and the second half (\$100) in the first paycheck in December. New hires will receive half of their clothing allowance (\$100) in their first paycheck.

18.2 City Property

Uniforms and protective clothing will remain the property of the City and will be returned to the City upon termination of employment.

18.3 Items Provided by City

Public Works employees will be provided rain gear, gloves, rubber boots and three coveralls by the City and to be maintained and cleaned by the City. Provided apparel will be replaced by the

City as it becomes unsuitable to wear.

ARTICLE 19 - PROBATIONARY PERIOD

19.1 Probationary Period

All original and reemployment employees shall serve a probationary period of twelve (12) months. A probationary employee will receive regular status upon completion of a twelve (12) month probationary period. The probationary period will be deemed a part of the examining process for determining the qualifications of the employee for regular employee status and employees on probation shall receive bi-monthly oral evaluations. During the probationary period, an employee may be discharged at the sole discretion of the City without recourse to the grievance procedure.

In the event the City re-employs a person who had been employed by the City within the previous three (3) years, and terminated in good standing, the probationary period will be six (6) months.

19.2 Promotion/Transfer

A newly promoted or transferred employee will be subject to a probationary period of three (3) months in the new classification. During a promotional or transferee probationary period, an employee will continue to be considered a regular employee, will continue to accrue seniority, and will be protected in discipline and discharged procedures on the same basis as other regular employees. However, during such a promotion or transferee probationary period employee may be returned to his or her previous classification at the sole discretion of the City. Written notice to the employee of the reasons for the action will be provided.

ARTICLE 20 - SENIORITY

20.1 Definition

For the purpose of this Agreement, seniority will be defined as an employee's length of continuous service as an employee with the City from their last date of hire less any adjustments due to leaves of absence without pay for more than sixty (60) days.

20.2 Break in Service

If an employee has a break in service due to layoffs and is recalled, the employee will suffer no break in service for seniority purposes nor will be an employee who is off on workers' compensation and returns to employment with the City.

20.3 Layoff

Bargaining unit employees will not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the work of bargaining unit employees on the layoff list.

20.4 Layoff Definition

A layoff is defined as separation from the City due to the elimination or reduction of hours of a position due to budgetary constraints. An employee and the Union will be given written notice of a layoff at least thirty (30) calendar days before the effective day, stating the reasons for the layoff, and options the employee has. The employee will have five (5) working days from the receipt of the layoff letter to notify the City of the employee's option.

Employee will have the following options:

1. Accept the layoff.
2. Request assignment to a vacant position within the City for which they possess the necessary qualifications.
3. Displace the employee with the lowest seniority in the same classification in the City if the employee is qualified for that position.
4. Displace the employee with the lowest seniority in the City in another classification in which the employee has prior service.
5. Displace the employee with the lowest seniority in the city in a classification in the same job series (e.g. Utility Worker 2 to Utility Worker 1) in which the employee has no prior service, but is qualified.

The qualification of an employee to bump will depend on that employee's current possession of required certifications, the knowledge, skill and ability to perform the job at an acceptable level of performance with on-the-job orientation.

Displaced employees will be allowed to select options one (1) through five (5) above.

20.5 Layoff Displacement

Employees who displace an employee in a lower pay scale will be paid the salary in the new salary range closest to their rate of pay prior to the layoff.

20.6 Ties in Seniority

Ties in seniority will be broken by date of application. If a tie still exists, it will be broken by lot.

20.7 Recall

Employees who are laid off will be placed on a layoff recall list by classification from which the employee is laid off.

Employees will be recalled to available vacancies from which they were laid off in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it will be offered in seniority order to other employees on layoff list provided the employee is qualified to perform those duties.

If an employee is offered a position from the layoff list, the employee will have the right of refusal.

An employee's name will remain on the layoff list for eighteen (18) months.

20.8 Personnel Assignments

When the City makes personnel assignments for the following; holiday work, promotions, shifts, or vacancies, seniority along with ability; and, qualifications will be the criteria considered. When management determines that ability and qualifications are equal to perform the job, seniority will be the determining factor in making the above assignments.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

It is the policy of the City that employee discipline be corrective and progressive when appropriate, and lawful.

Employees are expected to conduct themselves in accordance with reasonable standards of conduct and to fulfill their responsibilities as employees of the City as may be set by City Council by way of ordinance or policy.

- A. Corrective. Disciplinary action will be corrective in the sense that the employee understands about the causes and/or reason for an employee's deficiencies, corrects those deficiencies, and attempts to restore themselves to a productive and positive employment status.
- B. Progressive. Disciplinary action will normally begin with an oral reprimand or warning and, when circumstances warrant, proceed to a written reprimand, suspension from work without pay or demotion in status and/or pay, and final, to discharge from employment with the City.

An incident of misconduct may require severe disciplinary measures such as suspensions or discharge and in that instance may not be preceded by lesser forms of disciplinary action.

- C. Lawful. Disciplinary action and the procedures by which this action is administered will not violate the employee's civil rights. Minimally, when disciplinary action involves suspension without pay, demotion or discharge of an employee, the employee will:
1. Be notified of the charges against the employee in writing, citing the specific policy or performance violation.
 2. Be informed of the sanctions being considered by the employer and when such sanctions will take effect (i.e., suspension, demotion, etc.)
 3. Be provided at least an informal opportunity to refute the charges either orally or in writing before the department head having the authority to make the final decision.
 4. When it is deemed necessary to immediately relieve an employee of the employee's job responsibilities pending an investigation of facts prior to reaching a final decision, the employee will be placed on suspension with pay and informed in writing of the reason(s) for suspension.
 5. Employees disputing a suspension, demotion or termination may file a grievance per Article 22.1 beginning at Step 3
- D. Representation. The employee will be allowed a Steward and/or Union Representative to be present at any disciplinary proceeding.
- E. Disciplinary Hearing. In a disciplinary hearing, the City has the right to require an employee to answer questions. The City agrees that the answer to questions in disciplinary hearing or pre-disciplinary hearing will not be used against the employee in criminal proceedings.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 Grievance Process

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, will be settled in the following manner:

Step 1. Informal Conference. The employee or group of employees will discuss the grievance on an informal basis with their immediate supervisor within ten (10) working

days from the date the employee knows or should have known of the alleged violation. The supervisor will give the employee their oral reply within five (5) working days of the date of the presentation of the grievance.

Step 2. Formal Conference. If the grievance is not resolved at Step 1, the grievance may be reduced to writing and submitted to the employee(s) supervisor within seven (7) working days of the supervisor's oral reply. The written grievance will contain the following information:

- a. A statement of the grievance and the relevant facts to support it;
- b. Contract sections violated; and
- c. Remedy desired.

The supervisor will respond to the employee(s), giving a decision in writing within seven (7) working days after receipt of the grievance.

Step 3. City Council. If the grievance remains unresolved to the satisfaction of the employee(s), it may be presented in writing to the City Council within ten (10) working days of receipt of the supervisor decision by submission of all memoranda and materials submitted to the supervisor and received at Step 2. The City Council will have ten (10) working days in which to respond to the grievance in writing.

Step 4. Binding Arbitration. If the grievance is still unresolved to the satisfaction of the employee(s), the Union may within ten (10) working days after the reply at Step 3 is due by written notice to the City Council, request binding arbitration.

If within seven (7) days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service will be requested by either or both parties to provide a list of five (5) arbitrators with offices in Oregon or Washington. The parties shall alternately strike names from the list until only one name from the list remains. The opportunity to strike the first name shall be determined by lot. The decision of the arbitrator will be final and binding on the parties. The arbitrator will be requested to issue their decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at a reasonable charge to the other party and to the arbitrator, if copies are so requested.

22.2 Time Periods

The time periods specified in this article may be extended or modified only by mutual agreement. Otherwise, failure to comply with the time periods specified will be treated as final disposition of the subject of the grievance against the party failing to comply with the applicable specified time period.

ARTICLE 23 - GENERAL PROVISIONS

23.1 Safety

The City agrees to abide by federal and state safety regulations including a safety committee per OAR 437-40-005, 437-40-046 and 437-40-050.

23.2 Certifications

The City will pay the fees associated with obtaining and maintaining a DMV/CDL License (including CDL physical), Water Certification, Sewer Certification, Pesticide Certification License, Back Flow Certification or other license/certification when such license and/or certification is required of an employee to perform their job excluding regular drivers' license.

23.3 Nepotism

All represented employees shall be subject to City policies regarding nepotism.

23.4 Outside Employment

Outside employment shall be allowed provided it does not interfere with the City employment per the following:

1. Be understood by the employee that in any situation wherein extra duty is necessary in the employee's City position, such extra duty shall take preference to the outside employment.
2. The employee shall not manipulate their work schedule to accommodate a second job.
3. Outside employment cannot conflict with an employee's duties with the City.

Outside employment shall have no effect on the employee's job performance.

23.5 Promotions

It is the policy of the City to encourage the promotion of regular employees to higher job levels when available.

Such promotions shall take into account merit, technical qualifications and performance reviews.

Any employee who is promoted shall be placed on a trial service period per Article 19.2.

23.6 Drug & Alcohol Policy

The City has a responsibility to its employees, and the general public to ensure safe working conditions for its employees, and will continue to maintain a work environment where they are free from the effects of drugs, alcohol or other job-impairing substances. Accordingly:

Reporting to work under the influence of intoxicating liquor or illegal drugs, or the use or possession by an employee during work time, of an intoxicating liquor, controlled or illegal substance, a drug not medically authorized, or any other substance which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees, or the sale of any such item, is strictly prohibited. An employee who is found to be under such influence is subject to disciplinary action in accordance with the personnel policy and/or labor agreement. For the purpose of this policy, "work time" shall include lunch and rest periods.

Each employee must report the use of medically authorized drugs or other substances, which can impair job performance, to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using such authorized drug. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair his or her job performance. Any failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, can result in disciplinary action.

The City will provide its employees information about the dangers of drug and alcohol abuse in the workplace. Any employee may voluntarily obtain assistance in dealing with a personal drug and/or alcohol problem through private counseling or treatment program of the employee's own choosing, in complete confidence and without jeopardizing his or her employment with the City.

The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol treatment program.

For the purposes of this policy, the following definition of terms is provided:

Under the influence is defined as any detectable level of alcohol or drugs in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled substances are defined as all forms of narcotics, depressants, stimulants, hallucinogens and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law.

Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription drugs are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

ARTICLE 24 - SUBCONTRACTING

The City will not subcontract out work which will result in the layoff of a member of the bargaining unit.

ARTICLE 25 - SAVINGS CLAUSE

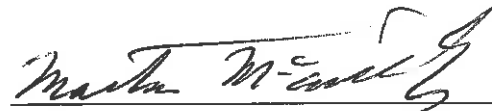
Should any article, section or portion thereof this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision will apply only to the specific article, section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the subject parties agree immediately to attempt to negotiate a substitute for the invalidated article, section or portion thereof. All other portions of this Agreement and the Agreement as a whole will continue without interruption for the term thereof.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement will be effective as of July 1, 2016, and will remain in full force and effect through June 30, 2019. It will automatically renew from year to year thereafter unless either the Union or the Employer desires to amend or renegotiate this Agreement. The moving party will notify the other in writing by February 1, 2019. This Agreement will remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this TBD.

FOR THE UNION:


Martin McCormick
Bargaining Team

FOR THE CITY:


Suzanne McCarthy
Mayor


Issa Simpson
AFSCME Council 75 Representative

APPENDIX A

AFSCME Monthly Wage Scale for FY 16-17 Through FY 18-19

Effective 7-1-2016 - Increased Annually between 2.5% and 5% based on the Portland CPI-U

Utility Worker I	3,125	3,219	3,316	3,416	3,519	3,625
<i>Annual</i>	37,500	38,628	39,792	40,992	42,228	43,500
<i>Hourly</i>	18.03	18.57	19.13	19.71	20.3	20.91
Utility Worker II	3,664	3,774	3,888	4,005	4,126	4,250
<i>Annual</i>	43,968	45,288	46,656	48,060	49,512	51,000
<i>Hourly</i>	21.14	21.77	22.43	23.11	23.8	24.52
Administrative Assistant 1	3,125	3,219	3,316	3,416	3,519	3,625
<i>Annual</i>	37,500	38,628	39,792	40,992	42,228	43,500
<i>Hourly</i>	18.03	18.57	19.13	19.71	20.3	20.91
Administrative Assistant 2	3,664	3,774	3,888	4,005	4,126	4,250
<i>Annual</i>	43,968	45,288	46,656	48,060	49,512	51,000
<i>Hourly</i>	21.14	21.77	22.43	23.11	23.8	24.52
System Operator/PW Lead	4,600	4,738	4,881	5,028	5,179	5,335
<i>Annual</i>	55,200	56,856	58,572	60,336	62,148	64,020
<i>Hourly</i>	26.54	27.33	28.16	29.01	29.88	30.78

AFSCME Represented Positions - Discontinued Use with 2016 Contract

Clerk/ Planning	3,638	3,744	3,857	3,975	4,091	4,216
<i>(not in use)</i>	43,656	44,928	46,284	47,700	49,092	50,592
Office Specialist	2,969	3,059	3,150	3,244	3,345	3,445
<i>(not in use)</i>	35,628	36,708	37,800	38,928	40,140	41,340
WWTP Operator	4,042	4,167	4,293	4,427	4,561	4,702
<i>(not in use)</i>	48,504	50,004	51,516	53,124	54,732	56,424

AFSCME Monthly Wage Scale for FY 16-17 Through FY 19-20

Steps		1	2	3	4	5	6
Fy 2017/2018	COLA	2.60%					
Effective 7-1-2017 - Increased Annually between 2.5% and 5% based on the Portland CPI-U							
Utility Worker I		3,288	3,387	3,489	3,594	3,702	3,814
	<i>Annual</i>	39,456	40,644	41,868	43,128	44,424	45,768
	<i>Hourly</i>	18.97	19.54	20.13	20.73	21.36	22
Utility Worker II		3,854	3,970	4,090	4,213	4,340	4,471
	<i>Annual</i>	46,248	47,640	49,080	50,556	52,080	53,652
	<i>Hourly</i>	22.23	22.9	23.6	24.31	25.04	25.79
Administrative Assistant 1		3,288	3,387	3,489	3,594	3,702	3,814
	<i>Annual</i>	39,456	40,644	41,868	43,128	44,424	45,768
	<i>Hourly</i>	18.97	19.54	20.13	20.73	21.36	22
Administrative Assistant 2		3,854	3,970	4,090	4,213	4,340	4,471
	<i>Annual</i>	46,248	47,640	49,080	50,556	52,080	53,652
	<i>Hourly</i>	22.23	22.9	23.6	24.31	25.04	25.79
System Operator/PW Lead		4,838	4,984	5,134	5,289	5,448	5,612
	<i>Annual</i>	58,056	59,808	61,608	63,468	65,376	67,344
	<i>Hourly</i>	27.91	28.75	29.62	30.51	31.43	32.38