

**THE CITY of JUNCTION CITY**

**and**

**THE CITY OF JUNCTION CITY EMPLOYEES  
LOCAL 3754, AFSCME COUNCIL 75**

**American Federation of State,  
County and Municipal Employees  
AFL-CIO**

**July 1, 2015**

**Through**

**JUNE 30, 2018**

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### **PREAMBLE**

This Agreement is entered into between the City of Junction City, Oregon, hereinafter referred to as the "City" and the City of Junction City Employees Local 9999, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

## **ARTICLE 1 - RECOGNITION**

### **Section 1: Recognition.**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all regular full and part-time employees excluding; managerial, supervisory and confidential employees and employees in the police department bargaining unit.

## **ARTICLE 2 –GENERAL PROVISIONS**

### **Section 1: Notice Period.**

In all cases herein where a notice period is referred to in terms of working days, that period shall be construed as City business days; Monday through Friday, excluding City recognized holidays. It shall not refer to an individual employee's working days.

### **Section 2: Non-Discrimination.**

The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, disability, marital status, political affiliation, union affiliation, or national origin in the enforcement and execution of this agreement. Disputes concerning this section are not grievable to arbitration, but rather are subject to appropriate state and/or federal adjudicatory jurisdiction.

## **ARTICLE 3 – UNION RIGHTS**

### **Section 1: Fair Share/Dues and Payroll Deductions.**

The City and the Union agree to the following "Fair Share" provisions:

- A. The amount of "fair share in lieu of dues" to be paid by non-members of the Union shall be equivalent to the amount uniformly required of each member of the Union.
- B. The City will deduct Union dues from the wages of such employees. The amount deducted shall be remitted to the Union monthly, no later than ten (10) days after the payday on which the employee deductions are made.
- C. The rights and responsibilities of employees in regard to dues check-off and fair share, as provided in ORS 292.055, shall apply to all employees covered by this Agreement.
- D. The City will not be held liable for check-off errors but will make proper adjustments for errors as soon as it is practicable.
- E. Any individual employee objecting to payment of "fair share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will inform the City and the Union of the objection. The employee will meet with representatives of the Union to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.
- F. 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.

### **Section 2: Union Activity**

Except as otherwise herein expressly permitted or agreed to by the City, Union business except for administering this agreement, shall be transacted outside of normal working hours. An exception to this provision may be granted if the Union President makes a written or e-mail request to the City Administrator.

### **Section 3: Union Representatives**

Employees selected by the Union to act as Union Officers and Stewards shall be known as "Union Representatives". The names of employees selected as "Union Representatives" and the names of other AFSCME representatives who may represent employees shall be certified in writing to the City by the Union.

The City agrees that accredited representatives of AFSCME shall have access to bargaining unit members and management representatives during working hours for the purpose of administering this agreement, provided that such access does not interfere with the normal operations of the City, without loss of pay.

**Section 4: Bulletin Boards.**

The City agrees to furnish and maintain, for the Union's use, bulletin boards in City Hall, the Library, and Public Works or by mutual agreement any other City facility that has a significant employee presence. The Union may also have access to use meeting rooms, phones, copiers and other office equipment according to administrative procedures.

**Section 5: Negotiations.**

The City agrees to pay up to three (3) bargaining unit members designated by the Union President their regular pay for periods of contract negotiating which occur during the normal working day. No regular pay or overtime pay shall apply to periods of negotiations occurring outside the normal working day or outside the employee's workday.

**Section 6: Bargaining Unit Work.**

City employees outside the bargaining unit shall not on a regular basis perform work regularly performed by employees in the bargaining unit which would result in the continuous loss of overtime, standby time or result in the layoff of bargaining unit members. It is understood that non-bargaining unit City employees may perform bargaining unit work from time to time but not on a continuous basis.

**Section 7: Notice of New Work Rule.**

Nothing in this agreement is intended to nullify existing wage or other economic benefits to employees under current policies, practices, and work rules, unless specifically included in this agreement. To the extent that any proposed changes in policies, practices, work rules, or working conditions, not covered by this agreement consist of or affect mandatory subjects of bargaining, the City agrees to bargain the negotiable aspects of the changes. The City agrees to give written notice of the proposed changes. Should the Union not respond within ten (10) workdays after receipt, the City may implement the proposed changes.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### Section 1: Definition

- a. A grievance is defined as a dispute regarding the meaning or interpretation of this Agreement.
- b. "Day" shall be defined as a regular business day Monday through Friday excluding Saturday and Sunday and City recognized Holidays.
- c. The City will give prompt consideration to an employee grievance relating to employment conditions and relationships. Every attempt should be made by the City, employee, and/or the Union to resolve the problem at the lowest level of decision-making. In an effort 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 within ten (10) days from the date the employee knows or should have known of the alleged violation. The employee may have a Union representative assist him in presenting the grievance to his/her supervisor. The employee or the Union may then submit his/her grievance in writing to the department head through the supervisor within five (5) days. The written grievance shall include the following:

- 1) a statement of the grievance and relevant facts;
- 2) the specific contract provisions claimed to have been violated; and,
- 3) the remedy.

The department head shall respond in writing within five (5) days from the receipt of the written grievance.

#### Step 2.

If the grievance remains unresolved after Step 1, the employee or a Union representative within five (5) days of receiving the written answer in Step 1, **may** submit the grievance in writing to the City Administrator. Within five (5) days, the City Administrator, or his designee shall call a meeting of the parties to discuss the grievance. The City Administrator shall give a written answer within five (5) days from the date of the meeting.



### Step 3.

If the grievance remains unresolved after Step 2, the Union may within five (5) days of receiving the written answer in Step 2, submit a written notice to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 3. Prior to commencing the arbitration process the parties can mutually agree to submit the grievance to the mediation process through the State Mediation office.

### **Section 2: Time Lines.**

The rules governing the grievance procedure shall be as follows:

- a. Any time limits specified in the grievance procedure may be waived by mutual consent of both parties. Failure by the grievant 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.

### **Section 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 shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. A coin toss shall determine the choice of striking first or second. The final name remaining shall be the sole arbitrator.
- b. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures. The arbitrator shall have no authority to add to or delete from the terms of this Agreement.
- c. The cost of the arbitrator shall be borne equally by the parties and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be final and binding and in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

## **ARTICLE 5 - PERSONNEL FILE**

### **Section 1: Review**

The City, upon notice shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided upon request at no cost to the employee. The official personnel file shall be maintained by the Finance Director or, in the event of vacancy, other City Administrator designee at City Hall.

### **Section 2: Response.**

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

### **Section 3: Removal.**

Written reprimands shall be deemed to be stale two years after the issuance of the reprimand in the employee's file, and suspensions without pay shall be deemed to be stale three years after issuance of the notice of suspension and may not be used for purposes of subsequent discipline, unless the employee receives additional discipline for like offenses at a later date. If that occurs, then the original discipline shall be refreshed and may be used in the subsequent discipline of the employee. Stale written reprimands shall be removed upon written request of the employee.

### **Section 4: Signature Required.**

Employees shall have the opportunity to review and sign any personnel document prior to such document being entered into the employee's personnel file. Personnel Documents shall include a signature line for the employee to sign. It is understood that an employee's signature confirms only that the employee has reviewed the document (and received a copy if requested) and does not indicate agreement or disagreement. If an employee disagrees with any statement of fact contained in their personnel file they may so indicate by attaching a written statement of reasonable length to said document at the time of review.

### **Section 5: Notification.**

In the event anyone other than the City Administrator, City Recorder, Finance Director, Department Head, or the employee's supervisor requests to review an employee's personnel file, the employee shall be notified of the purpose of the request before the review takes place. To the extent possible personnel files will be reviewed within the Finance Director's office. Disputes concerning access to personnel file materials shall be referred to the City attorney for recommendation.

## **ARTICLE 6- POSTING AND FILLING OF VACANCIES**

### **Section 1: Posting of Vacancies.**

The City will post job announcements internally on bulletin boards designated for employee information, for not less than five (5) days, for which current employees may apply. After five (5) days, the job announcements may be posted publicly.

If the current employee's qualifications for the vacant position meet or exceed the City's requirements as stated in the job announcement as determined by the Department Head, the employee shall be granted an interview for the vacant position. Seniority will be one of the criteria used in making the selection.

An exception to this section is when there is a voluntary or involuntary demotion of an employee.

### **Section 2: Lateral Transfers.**

Vacancies may be filled by the lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

### **Section 3: Reclassification.**

Positions which are reclassified into higher classifications shall be given to the incumbent employee in the position which is to be reclassified.

### **Section 4: Intent.**

Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 11.

## ARTICLE 7 - HOURS OF WORK

### **Section 1: Work Week / Work Day.**

The workweek shall be determined by the City based on the needs of the City and services to the public. The workweek shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday. The regular workweek shall normally be five consecutive eight-hour days Monday through Friday. The City may, based on operational need, establish alternative workweeks.

The regular workday consists of eight (8) consecutive work hours plus any unpaid meal period within any twenty-four (24) hour period. The City may, based on operational need, establish on a seasonal basis, a regular workday of ten (10) consecutive work hours plus any unpaid meal period within any twenty four (24) hour period.

### **Section 2: Regular Hours.**

All shifts shall have an established starting and quitting time and the Department Head shall determine that schedule. The City shall notify the employee of any proposed change in regular scheduled starting and quitting time at least ten (10) workdays prior to the effective date of change. An employee may voluntarily agree to waive this ten (10) day notice requirement.

### **Section 3: Rest Periods.**

A paid rest period of fifteen (15) minutes shall be permitted all employees during each half (1/2) shift, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties. The rest period shall be permitted as nearly as possible to the midpoint of each half shift.

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

### **Section 4: Meal Periods.**

Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift, which shall not be considered on-duty working time. The length and scheduling of such meal times shall be at the Department Head's discretion. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's shift.

**Section 5: Flex Time.**

From time to time, and by voluntary agreement between a non-exempt employee and the supervisor, an alternative to the regularly scheduled day or workweek may be worked. A “flexed” schedule may change the starting and/or ending time of one or more workdays and may change the number of hours worked in a day or on several days. Flex schedules will be based on the operational needs of the City as defined and judged by the Department Head. Flexed schedules will not, however, change the total number of hours worked in the FLSA established weekly work period for the affected employee. A flexed schedule shall not result in the payment of overtime.

## ARTICLE 8 - CALL BACK/STANDBY

### **Section 1: Call Back.**

Whenever an employee is called back to work outside a regular work schedule, the employee shall receive a minimum of two (2) hours overtime compensation as a premium, unless such call back is contiguous within two hours of the beginning or the end of the employee's work shift. In these instances callback shall be compensated at the regular overtime rate of time and one-half (1-1/2), if worked. Call back does not apply when an employee is held over at the end of the shift.

### **Section 2: Standby.**

Whenever an employee is assigned standby duty the employee shall be paid as follows:

- a. Sunday – Saturday stand by pay: \$150.00 per workweek
- b. Saturday/Sunday/holiday rounds pay 2 hours at time and one-half (1-1/2) of their regular rate
- c. Weekday holiday stand by pay \$50.00 per day

(Example: Employee has standby/weekend duty during a week where July 4 falls on a Tuesday; that employee will receive items a, b., and c. for that week.)

In the event an employee on standby is required to work beyond the normal routine (two hours), he/she shall receive the overtime rate of pay for all hours of work beyond the normal routine. In the event employees exercise their right to trade a stand by shift for one full day, the employee who accepts the trade will notify the supervisor of their entitlement to one day's pay per Section 2 a. of this article.

Employees shall be allowed to trade standby duty upon approval of the supervisor and may voluntarily accept standby duty more than once per month. However, no employee shall be required to perform standby duty more than once per month.

Employees assigned to standby and or weekend duty shall respond to a phone call or page within five (5) minutes of the original request for service and respond on site if necessary within 20 minutes. An employee who is assigned to standby or weekend duty may not consume any substance (including alcohol) that has mind or functioning altering effects.

The City shall provide a City vehicle as assigned by the supervisor to employees on standby duty. Such vehicles shall be used only for official City business.

The City shall retain the right to reduce or alter the weekend duty requirements based on the operational needs and fiscal resources of the City, and comply with Article 3, Section 7, as applicable.

## **ARTICLE 9 - OVERTIME/COMPENSATORY TIME**

### **Section 1: Overtime Rate for FLSA Non-exempt Employees.**

All FLSA non-exempt employees shall be compensated at the rate of time-and-one-half (1-1/2) for all authorized work hours that exceed forty (40) hours per week. For the purposes of computing compensatory time and overtime hours for employees, the following shall be regarded as hours worked:

Time on the job, time participating in activities, training, meetings or other conferences if so directed by the employee's supervisor, paid holiday, paid sick leave, compensatory and vacation leave and excluding vacation cash out under Article 13.

### **Section 2: Distribution of Overtime for FLSA Non-exempt Employees.**

Insofar as practicable, opportunities to work overtime shall be distributed as equally as possible among the FLSA non-exempt employees in each work area consistent with operational and budgetary needs of the department as determined by the supervisor.

### **Section 3: Compensatory Time for FLSA Non-exempt Employees.**

Overtime shall be compensated at time and one half in compensatory time or cash at the FLSA non-exempt employee's option up to earning twenty-four (24) hours. All overtime worked in excess of twenty-four (24) hours shall be compensated at the supervisor's option in cash or compensatory time.

FLSA non-exempt employees may accumulate up to a maximum of forty (40) hours of compensatory time. Employees with a balance of forty (40) hours of compensatory time will be automatically paid in cash for any and all overtime earned in excess of forty (40) hours until such time that their compensatory time balance falls to or below forty (40) hours.

Compensatory time off will be scheduled by mutual agreement between the FLSA non-exempt employee and the supervisor, consistent with the needs of the City.

## **ARTICLE 10 - SENIORITY AND PROBATION PERIOD**

### **Section 1: Seniority.**

Seniority shall be defined as the total length of continuous service from the last date of hire with the City. Continuous service shall be service unbroken by separation from City service, except time spent on military leave, approved Union leave, or leave without pay.

The City shall provide to the Union a copy of the seniority list upon request.

### **Section 2: Initial Probationary Period.**

All new appointments shall be subject to an initial probationary period. Initial probationary periods shall be no more than twelve (12) consecutive months of service.

Upon satisfactory completion of the initial probationary period, the employee shall be considered, as having satisfactorily demonstrated qualifications for the position, shall gain regular employee status and advance to the next step of the range in the classification.

During the initial probationary period, for an original appointment, an employee may be terminated at any time without access to the grievance procedure.

### **Section 3: Promotional and Lateral Probationary Period.**

Employees who are promoted or assigned to a lateral position shall serve a six (6) month probationary period. An employee serving a promotional or lateral transfer appointment shall be eligible for reinstatement to the same or equal position and rate of pay previously held if he/she is deemed by the City to be unsatisfactory in the new position. Such probationary or promotional removal shall not be subject to the grievance procedure.



## **ARTICLE 11 – LAYOFF AND RECALL**

### **Section 1: Definition.**

A layoff is defined as an involuntary separation from the City or involuntary reduction of regularly scheduled hours of work for reasons that do not reflect discredit upon the employee's performance. If a layoff is implemented, layoffs shall be made within each position or classification on the basis of seniority. The least senior employee in a job classification shall be laid off first.

### **Section 2: Notice.**

When practical at least one month of advance notice will be provided to employees and the Union, when the City intends to layoff. The City agrees to meet with the Union upon request to discuss possible alternatives.

### **Section 3: Temporary/Probationary Employees.**

No regular employee shall be laid off while temporary employees are retained by the City doing work in the classifications of the employees proposed to be laid off.

Initial trial service employees within the department and classification in which a lay off is to occur shall be laid off before any regular employees are laid off.

### **Section 4: Bumping.**

Employees to be laid off shall be entitled to replace less senior employees in any equal or lower classification provided they are qualified to perform the work.

### **Section 5: Voluntary Layoff.**

Employees in a department effected by layoff may volunteer to be laid off with concurrence of the Department Head.

### **Section 6: Recall.**

An employee will remain on the layoff list and be eligible for recall for twenty-four (24) months.

Employees laid off for a period of more than twenty-four (24) months lose all seniority. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled in inverse order of layoff. No new employees shall be hired for work until laid off employees who are qualified for the position have been offered an opportunity to return to work, by regular and by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment and report as directed. The employee shall have two (2) weeks to report if employed elsewhere. If the employee does not accept the recall or report to work within the times specified, the employee will lose all recall rights and other seniority.

## **ARTICLE 12 – ACTING IN CAPACITY**

### **Section 1: Rate of Pay.**

When employees are assigned acting in capacity by the employer to work in a classification with a higher rate of pay, the employee shall receive the higher rate of pay for all time worked in that classification. The employee shall receive the first step in the higher classification that would be greater than his/her current rate of pay but not less than five (5%) percent.

### **Section 2: AIC For Supervisors.**

An employee who is appointed to act in the capacity of a supervisor in an existing budgeted position remains a member of the bargaining unit and shall assume all the duties except discipline and discharge.

## **ARTICLE 13 - PROTECTIVE CLOTHING & EQUIPMENT**

### **Section 1: Clothing.**

The City agrees to provide protective clothing in compliance with OR-OSHA standards.

Once per fiscal year a boot allowance of up to \$100 shall be reimbursed to all employees who are required to wear protective boots for the cost and/or maintenance of the boots. Employees shall present all pertinent receipts in order to be reimbursed.

The City shall continue the practice of providing uniforms in the following manner:

Public Works, Parks field employees: Five (5) shirts per year, one (1) jacket every two years, one set of coveralls (as necessary), and one OR-OSHA approved reflective safety vest (as necessary). At all times the outer garment shall be City issued and comply with OSHA requirements where applicable.

City Hall, Library, and Public Works office employees: Five (5) shirts per year.

Seasonal Pants: The City shall allow employees to wear approved seasonal pants from June 1 – September 30 under the following policy:

- A. Approved seasonal pants shall be a khaki material and shall be free from visible holes and be neat in appearance. All such pants shall be approved.
- B. Employees engaged in the following activities are authorized to wear approved seasonal pants:
  - a. Sanitation or recycling collection
  - b. Aquatics pool vacuuming
  - c. Others as approved by the Department Head.

### **Section 2: Equipment.**

The City shall provide a cell phone for on call employees. In addition, the City may provide cell phones for designated employees as deemed necessary to meet the City's operational needs. Employees' assigned cell phones shall use such phones in accordance with the City's cell phone policy.

The City shall provide other equipment as required by OR-OSHA.

## ARTICLE 14 - VACATION

### **Section 1: Description.**

The City shall provide vacation leave for regular full and part time employees, which can be used to meet the employee's needs or desires for paid time off from work.

### **Section 2: Vacation Accrual.**

Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Full time employees shall accrue vacation each pay period at the following rate:

0 - 3	years of employment	80 hours per year
4 - 5	years of employment	96 hours per year
6 - 10	years of employment	120 hours per year
11-20	years of employment	160 hours per year
21-25	years of employment	176 hours per year
25+	years of employment	200 hours per year

Part time employees shall accrue vacation at a prorated rate of full time employees. The prorating will be based on the number of hours each part-time employee is scheduled to work.

The City shall report a current and accurate balance of accrued vacation leave on each employee's monthly payroll check stub.

### **Section 3: Initial Trial Service Employees.**

Vacation shall be accrued and credited but shall not be used until the employee completes the first six (6) months of continuous service during the initial twelve (12) month trial service period, unless approved by the supervisor in unusual situations.

### **Section 4: Maximum Carryover.**

Employees may carryover a maximum of one and one half times their annual accrual rate of vacation leave. The first day of work in the current service period shall be deemed the anniversary date for maximum vacation balance calculations.

Vacation hours over the maximum will be forfeited; however, denial by the City of an employee's timely request to use accrued vacation will not result in forfeiture of such leave.

### **Section 5: Procedure for Use of Vacation.**

- a. To schedule vacation time off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible.
- b. The Supervisor shall post approved vacation schedules for the year. Vacation requests for each year shall be bid by seniority in the work unit.

- c. A vacation request of more than five (5) days, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld. Once approved, except in emergency situations, the City shall not cancel vacations. The employee will be reimbursed for any receipted and reasonable expense as a result of the City canceling an approved vacation request due to an emergency.

**Section 6: Cash Out.**

Regular employees shall be paid for any accrued but unused vacation leave upon termination.

Once per fiscal year, employees with five (5) years seniority may cash out up to forty (40) hours of vacation if they take forty (40) hours of continuous vacation concurrently.

Requests shall be in writing using a "Vacation Payout Request" form and submitted to the employee's supervisor.

## **ARTICLE 15 - SICK LEAVE**

### **Section 1: Sick Leave Accrual.**

Full time employees shall accrue eight (8) hours of sick leave per month. Part time employees shall accrue sick leave at a prorated rate of full time employees. The prorating will be based on the number of hours each part-time employee is scheduled to work.

### **Section 2: Applicability.**

Sick leave benefits may be used for absences due to medical and dental appointments, personal injury, illness or temporary disability, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with applicable Federal and State Family and Medical Leave Acts

Immediate family in this section shall be defined as the employee's spouse or domestic partner, children, or stepchildren, father, mother or any other relative living in the employee's household or anyone else covered by the applicable provisions of FMLA or OFLA.

For use of sick leave, the employee must notify the immediate supervisor as soon as possible, normally, at least one (1) hour prior to the beginning of his or her work shift. If the need for sick leave extends beyond the one work shift, the employee must keep the supervisor informed. In any event, absences of three days or more may be subject to a physician's authorization as determined by the supervisor.

### **Section 3: On-the-Job Injury.**

All employees are covered for illnesses or injuries on the job under the state Workers' Compensation law. When an employee must take time off for reason of an occupational disability, illness, or injury, the employee shall receive Workers' Compensation in accordance with state law. Subject to available leave and up to 100% of normal pay, the City shall compensate employees, while they are off of work for reason of an occupational disability, illness, or injury based on submission of a timesheet indicating the type and amount of leave time to be used. In most cases, this compensation will compliment the amount the employee receives in time loss benefits under the Workers' Compensation coverage.

### **Section 4: Sick Leave Donations.**

In the event an employee is out of all accumulated leaves due to illness or injury, he/she may receive transfers of donated sick leave from their co-workers. The "donating to" or "receiving" donations of sick leave extend to all City employees regardless of representation or bargaining unit. No donated sick leave can be used within the provisions of Section 5 of this article.

Donated sick leave will be used on a first-in, first-used basis. Any donated sick leave that is not utilized by the recipient shall be returned to the donor.

All adjustments to the donors or recipients sick leave balance will be completed during the processing of the next payroll cycle.

**Section 5: Health Insurance Fund.**

Upon retirement, at the employee's option, fifty percent (50%) of accrued sick leave hours for each employee with ten or more years of service will be cashed out and paid into a VEBA account for that individual and his/her dependents to use under 501 (c) (9) of the Internal Revenue Code. Upon retirement, seventy percent (70%) of accrued sick leave hours for each employee with twenty or more years of service will be cashed out and paid into a VEBA account for that individual and his/her dependents to use under 501 (c) (9) of the Internal Revenue Code. For the purposes of this paragraph, retirement shall be defined in accordance with PERS statutes, as applicable to Article 19, Retirement. The conversion value will be computed using the retiree's January 1 average hourly base pay rate for the highest three years.

## ARTICLE 16 - HOLIDAYS

### **Section 1: Observed Holidays.**

All employees shall be entitled to the following holidays from work with pay based on the employee's regular work schedule:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

### **Section 2: Christmas and New Year's Eve**

The City shall continue to provide half a day holiday from work with pay to all employees on Christmas and New Year Eve days.

### **Section 3: Weekend Holidays.**

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

### **Section 4: Personal Holiday.**

Employees shall be credited, on January 5<sup>th</sup> of each year, with one (1) personal day per year to be taken with pay upon approval of the supervisor. Personal holidays shall not accrue nor be carried over from one year to the next.

### **Section 5: Holiday Worked.**

Any employee who is scheduled to work on a holiday shall be paid at one and one half (1-1/2) times their regular rate of pay, or at the Department Head's discretion may receive compensatory time, at one and one half (1-1/2) times the hours worked in addition to the regular pay.

For compensation purposes, Article 8 of this agreement also applies to those employees required to work a holiday while performing standby.



## ARTICLE 17 - SPECIAL AND EMERGENCY LEAVE

### **Section 1: Jury Duty.**

Employees who are called to serve on a jury, or served with a subpoena as a witness in any court proceeding, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received, except mileage reimbursement, shall be endorsed over to the City, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday. This provision does not apply to any absence when the employee is a plaintiff or a defendant in litigation, which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.

### **Section 2: Parental/Family Medical Leave.**

Eligible employees shall be entitled to parental, family and medical leave in accordance with the City's policy and subject to the requirements of the Oregon Family Leave Act (OFLA) and the Federal Family and Medical Act (FMLA), as applicable.

### **Section 3. Bereavement Leave.**

- a. Generally. When a death occurs in an employee's immediate family, the employee, upon notification to the supervisor, is entitled up to three (3) workdays paid bereavement leave, plus an additional three (3) days of sick leave, if requested, for bereavement matters within 200 miles of Junction City. Bereavement leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. In the event, the employee must travel 200 miles or more, the City shall grant two (2) additional days sick leave.
- b. Definition. "Immediate family" for purposes of this section is defined as spouse, or domestic partner with the following similar family relationships, children, step children, grandchildren, parents or step parents, grandparents, siblings, mother-in-law, father-in-law, brother or sister-in-law, or any relative residing in the employee's immediate household or anyone else covered by the applicable provisions of the FMLA or OFLA.

## **ARTICLE 18 - LEAVE WITHOUT PAY**

### **Section 1: Length of Leave.**

Leave without pay, that does not qualify under the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) may be granted to any regular employee by the City Administrator for any period of time up to twelve (12) months for personal, professional, Union, or family reasons, or for time beyond the medically certified period of the FMLA and OFLA. The City Administrator shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City.

### **Section 2: Authorization.**

All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee's department head, and referred to the City Administrator with the department head's recommendation. All leave without pay shall be approved in writing by the City Administrator setting out the terms, conditions, and length of said leave. The City Administrator has the discretion to reduce or deny the leave without pay request. The City may terminate or cancel an approved leave of absence without pay by providing thirty (30) days written notice to the employee's last known address.

### **Section 3: Return to Work.**

Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment within the City, unless the employee, prior to the expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reasons beyond his/her control and seeks an extension of leave for such reason. Such request for extension shall be made in writing, and will be considered pursuant to Section 18.1 of this Article. Employees on leave without pay may request in writing to return to work early. Such request shall be granted as soon as practical.

### **Section 4: Benefits.**

Paid time off, holidays, vacation and sick leave benefits are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, which exceeds one calendar month, though the employee may elect to personally continue to pay for City insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). At the City Administrator's discretion, an employee may be required to use any earned but unused paid time off and holiday benefits before a leave without pay is granted.

**Section 5: Re-employment.**

Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, the employees' anniversary date shall be adjusted for the duration of the Leave without Pay period.

**Section 6: Certificates.**

Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons may be required to provide a qualified health care provider's certification of the employee's ability to return to work.

**Section 7: Union Leave.**

The City agrees to allow no more than two (2) employees at any one time to take up to two (2) weeks of leave without pay for attending Union conferences, conventions, trainings, and other functions which will not interfere with the normal operations of the City, including scheduled time off.

## ARTICLE 19 - RETIREMENT

### **Section 1: Retirement Contributions.**

For the purposes of this Section, employee means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

On behalf of employees, the City will continue to “pick up” the six percent (6%) employee contribution payable as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of Public Employees Retirement System (PERS) reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses in respect to the PERS Litigation.

### **Section 2: Oregon Public Service Retirement Plan Pension Program Members.**

For purposes of this section, “employee” means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 Chapter 733, Oregon Laws 733.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the City under this Section 2 shall not be considered to be “salary” under Section 1 (16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing an Oregon Public Service Retirement Plan Pension Program member’s “final average salary” under Section 10 of Chapter 733, Oregon Laws 2003, or “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

### **Section 3: Effect of Changes in Law (Other than PERS Litigation).**

In the event that the City’s payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), The City shall increase by six percent (6%) the base salary for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

## ARTICLE 20 - MILITARY LEAVE

### **Section 1: Entitlement.**

For all periods of active duty as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Junction City is entitled, upon application therefore, to a leave of absence from his duties. Employees shall be granted leave in accordance with Oregon and Federal law.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

### **Section 1: Discipline.**

- a. Disciplinary action, with notice and in writing, shall include only the following: written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action shall be progressive. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- c. Disciplinary action greater than oral reprimand imposed upon an employee may be processed as a grievance through the regular grievance procedure.

### **Section 2: Suspension or Discharge.**

- a. In the event the City determines that there is potential cause for discharge, suspension without pay, or demotion, a written pre-disciplinary notice shall be provided to the employee and the Union. The notice shall include the complaint(s), facts, and charges being relied upon for the determination and a statement of the potential discipline and the right to Union representation. The employee shall be afforded the opportunity to meet or respond in writing to the City within five (5) working days of receipt of the notice in order to refute the charges, facts, and complaints and to present mitigating circumstances.
- b. The employee or the Union shall have the right to take up the suspension without pay and/or discharge as a grievance under the grievance procedure at the Step 2 level and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary. It is understood that only the Union may process a grievance to arbitration.

## **ARTICLE 22 - WAGES**

### **Section 1: Mileage.**

Employees are encouraged to use City vehicle whenever possible for official City related travel. When a City vehicle is not available and an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated for mileage at the rate set by the Internal Revenue Service.

### **Section 2: Per Diem.**

When the employee is on authorized City travel, the employee shall be paid the per diem rates for meals and lodging not to exceed the following schedule:

1. **Lodging**

Actual cost of single room rates for lodging, which shall be paid in advance if possible. The rate shall be limited to \$100 per day without prior approval.

2. **Meals**

Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$20.00

The daily meal allowance may be combined for the use of any authorized meals.

If at all possible, the employee shall be given an advance for the estimated cost of lodging and meal per diem before the employee leaves. The employee shall reimburse the City for all advances for which no receipts are given excluding meal per diem.

### **Section 3: Commercial Drivers License and Certifications.**

For any employee required to have a Commercial Driver's License (CDL) the City will pay for recurring license and physical examination costs.

The City shall continue to pay for certifications and all travel, training, and related expenses for employees to maintain the certifications that are required for their position. .

### **Section 4: Pay Day.**

The normal payday for the issuance of paychecks shall be the fifth of each month. It is understood that when the fifth of the month falls on a Saturday, Sunday, or holiday the pay day shall be the previous normal business day.



**Section 5: Salaries.**

Effective upon ratification the salary schedule set forth in Appendix A, shall be implemented.

Effective July 1, 2015, the salary schedule shall be set forth in Appendix A. All employees will retain their current salary eligibility date.

Effective July 1, 2015, 2016 and again on July 1, 2017, the salary schedule (Appendix A) shall be increased across the board at an annual rate of two percent (2%).

It is understood that any employee who is outside the salary schedule will continue to receive salary adjustments as stated above.

**Section 6: Salary Steps.**

a. Advancement: An employee shall advance to the next successive step upon his or her anniversary date and upon achieving an overall satisfactory rating in the employee's evaluation.

b. Promotion: Upon promotion an employee will advance to the new classification and/or position and to the step within the salary range for the new position which provides at least a 5% increase from the employee's former salary. A new anniversary date for salary step advancement will be established upon the effective date of promotion.

c. Reclassification: When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step that is at least 5% higher than the employees former salary step. A new anniversary date for salary step advancement will be established upon the effective date of reclassification.

Probationary Employees: Upon completion of initial trial service probation an employee shall be granted a step increase.

**Section 7: Longevity.**

Employees who have completed ten (10) years of continuous service with the City, in any classification, shall receive five (5%) additional wage calculated upon their base wage.

## **ARTICLE 23 – INSURANCE**

### **Section 1: Health Insurance.**

The current benefit plans will be continued through December 31, 2014~~8~~. Effective January 1, 2012, the City will move to CIS Copay B PPP and the annual renewal will move to August 1., August-to-August.- Employee medical benefits shall be continued to the extent they are available under the new Plan. The new benefit plan is described on Exhibit I. This benefit level may be achieved by a medical reimbursement plan or other reimbursement programs, as determined by the City. For the term of the contract, the parties mutually agree that employees will be held harmless as to any increases in the deductible and/or out-of-pocket from the current medical insurance plan in force in 2011. The 2011 deductible is \$500 per individual with a family maximum of \$1,500. The coinsurance maximum is \$2,000 per individual with a family maximum of \$4,000. If the medical plan the City purchases in the future has higher deductibles and coinsurance maximums, the City will reimburse the affected employee(s) through the use of a medical expense reimbursement plan.

Should the benefit levels no longer be available, or if other options or combinations for reimbursement are recommended to be considered by the Health Benefits Committee, the parties, by mutual agreement, may open those two areas of this agreement for negotiation.

The City's Health Insurance Premium Fund shall only be used to offset increase for AFSCME represented employee medical benefit costs at the discretion of the City.

If the City's Health Insurance Premium Fund is exhausted during the term of this agreement, the parties mutually agree to meet to discuss plan design changes.

### **Section 1A: Part-time Employees.**

1. It is understood by the parties that during the life of this collective bargaining agreement that employees in part-time positions shall have health insurance benefits pro-rated at the following levels:
  - a. 20 – 25 hours per week the City shall pay one half (1/2) of the insurance premium. The employee will pay the other half.
  - b. 25 – 29 hours per week the City shall pay three quarters (3/4) of the insurance premium. The employee will pay the remaining quarter.
  - c. At 30 hours per week the City shall pay in full the employee's insurance premium.
2. The City does not intend to nor shall it replace current full time positions with part-time employees for the life of this agreement.

### **Section 2: Life Insurance.**

The City shall provide, at no expense to the employee Group Term life Insurance and Accidental Death and Dismemberment for each regular full-time employee and

each regular part-time employee hired prior to October 1, 1982, life insurance coverage in the amount of \$50,000.

**Section 3: Long Term Disability.**

The City shall provide at no expense to each regular full-time employee and each regular part-time employee hired prior to October 1, 1982 Long Term Disability Insurance.

**Section 4: 457 Deferred Compensation Plan.**

The City shall continue to offer a 457 Deferred Compensation plan to all employees in the bargaining unit. Participation is voluntary. Contributions are made solely by the employee.

**Section 5: IRS Section 125.**

The City shall provide to all employees in the bargaining unit a Section 125 Flexible Spending Plan with pre-tax health and dependant benefits.

**Section 6: Health Benefits Committee.**

The City and the Union agree to participate in a City-wide Health Benefits Committee. The City shall designate two representatives. The Union President shall designate two bargaining unit representatives. The Committee will normally meet at least twice a year and shall design its own protocols. The purpose of the committee is to obtain and review any available data, and provide input to proposals and contracts relating to health care, wellness, or other related insurance programs and make recommendations to the City Administrator and the bargaining unit related to substantial changes in the health benefits and related programs regarding this Article.

## **ARTICLE 24 - SAFETY**

The City agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Safety and health issues should be brought to the attention of the City Safety Committee. The Union shall be given the opportunity to appoint one member to the City Safety Committee.

## **ARTICLE 25 - SAVINGS CLAUSE**

### Section 1: Unlawful Contents.

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

## ARTICLE 26- TERM OF AGREEMENT

### Section 1: Effective Date.

This Agreement shall become effective as of the 1st day of July 2015, and shall remain in full force and effect until June 30, 2018. This Agreement shall automatically renew from year to year unless either party gives notice to the other to negotiate a successor Agreement. The parties agree to commence bargaining no later than March 1.

### Section 2: Amendments.

This Agreement may be amended at any time by mutual agreement of the Union and the City; such amendments shall be in writing and signed by both parties.

In Witness Whereof, the parties hereto have set their hands this \_\_\_\_day of \_\_\_\_\_,

For the City:

\_\_\_\_\_  
Mike Cahill, Mayor  
Date \_\_\_\_\_

\_\_\_\_\_  
Melissa Bowers, City Administrator  
Date \_\_\_\_\_

For the Union:

\_\_\_\_\_  
Doug Kokkeler, President  
Date \_\_\_\_\_

\_\_\_\_\_  
Shamen Johnson, Vice President  
Date \_\_\_\_\_

\_\_\_\_\_  
Jim Steiner, Council Representative  
Date \_\_\_\_\_