

**AGREEMENT**  
Between  
**THE CITY OF OAKRIDGE, OREGON**



and the  
**OAKRIDGE GENERAL BARGAINING UNIT**  
**AFSCME Council #75 – Local 2831-04**

**July 1, 2017 – June 30, 2020**



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**THE CITY OF OAKRIDGE**

and the

**OAKRIDGE GENERAL BARGAINING UNIT  
AFSCME Council #75 – Local 2831-04**

**PREAMBLE:**

This agreement is entered into by and between the City of Oakridge hereinafter referred to as the "City" and Oregon AFSCME Council 75, hereinafter referred to as the "Union" or "employees" as exclusive representative of employees in the bargaining unit recognized by the City in a Memorandum of Agreement executed on February 27, 1991, which is by reference hereby incorporated into this Agreement.

It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to set forth the full and complete agreement between the parties on wages hours and other conditions of employment.

**ARTICLE I: *Recognition and Scope of Agreement***

The City recognizes the Union as the exclusive and sole bargaining agent for regular full-time, employees working regularly over 20 hours per week, and non-supervisory and non-confidential employees of the Public Works Department, and other positions as specified in Exhibit "A" of this Agreement, for the purpose of bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

These identified personnel will not be asked to work out of their fields of expertise or job description except in an emergency involving loss of life or property.

**ARTICLE II: *Union Business***

**1. UNION MEMBERSHIP AND CHECKOFF**

Membership in the Union shall be available to all members of the bargaining unit and shall be the choice of the individual employee. Any employee who is not a member of the Union shall make a payment in lieu of dues as prescribed in O.R.S. 243.650 (10). This is not to exceed the amount of monthly Union dues.

**2. SECURITY**

A. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket lines established within the coverage area by any other labor organization when called upon to cross a picket line in the course of their duty.

- B. The Union agrees that during the term of this agreement, its membership will not strike, or otherwise interrupt the employee's service to the public.

The term "strike" as used in this agreement means the failure with others to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike" as used herein also means in any manner interfering with the operation of the Fire Department of this City

- C. The employer agrees that it cannot affect a lock-out policy against the Membership.

### 3. REPRESENTATION

Union representatives of up to two members of the work force shall be allowed time off with pay, provided that such time off falls within their regular work schedule, to attend labor/management meetings and labor agreement negotiations with the City of Oakridge. Union will supply relief personnel of equal rank at no cost to the City, with such staff subject to the approval of the City.

### 4. CONVENTIONS AND CONFERENCES

At least two (2) representatives shall be granted an aggregate of five (5) shifts per year to perform their union functions, including attendance at conventions, conferences, and seminars without loss of pay. Union will supply relief personnel, subject to the approval of the City and of equal rank, at no cost to the City.

### 5. USE OF FACILITIES

- A. In order that on-duty employees may attend Union meetings, it is agreeable with the Employer that the Union may conduct meetings in City facilities. These meetings shall be pre-scheduled with the Department Head and will not conflict with the duties of personnel on duty. On duty personnel may attend such meetings during their lunch or break periods. No internal union business other than described above shall be permitted.

- B. The designated Union representative shall have access to office equipment during normal day time business hours Monday through Friday, at such times that it is available. It is understood that City use shall take priority over Union use of such equipment. Use shall be by the Union representative or designee on their own time.

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### **ARTICLE III: *Management Rights***

Except as otherwise specifically limited by the terms of this agreement the City retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of it.

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

1. To determine the services to be rendered to the citizens of the community.
2. To determine and to follow the City's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed.
4. To close or liquidate any office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities so long as such action is not in violation with the provisions of this agreement or implemented in an arbitrary, capricious or discriminatory manner.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedule of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force.
7. To establish, revise and implement standards for hiring, classifications, promotion, quality or work, safety, materials and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To contract or subcontract work as may be determined by the City, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the City agrees to afford an opportunity for the Union to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing a new decision concerning such contracting or subcontracting.
10. To assign shifts, workdays, hours of work and work locations.

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11. To designate and to assign all work duties.
12. To determine the need for the qualifications of new employees, transfers, and promotions.
13. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
14. To determine the need for additional educational courses, training programs, on-the-job training, and cross training within the scope of the department, and to assign employees to such duties for such periods to be determined by the City.
15. To take all actions necessary to carry out the City's and department's mission in emergencies.
16. To perform all other functions not otherwise expressly limited by this agreement.
17. And unless abridged, to determine the effect on employment conditions of actions taken by the City based upon its rights as set forth in this article.

#### **ARTICLE IV: *Working Conditions***

##### **1. REST PERIODS**

Each employee shall be allowed a fifteen (15) minute rest period during each one-half shift. The time at which rest periods are taken by an employee shall be in accordance with the operating requirements of each department and shall be considered compensated time.

Except in emergencies, bathroom facilities will be available for employees' rest periods. Time to travel to and from break areas or bathroom facilities shall be paid, but shall not be included in the fifteen (15) minutes.

##### **2. CLEAN-UP TIME**

Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall determine the required facilities for the employees to clean up.

##### **3. ON CALL DUTY**

Employees may be required by the City to serve on call duty and shall be compensated at the rate of \$4.10 per hour. Beginning July 1, 2018 on call duty shall be compensated at the rate of \$5.20 per hour. These hours are not counted in total hours for overtime. Employees who are called into active duty while serving on call duty will be compensated a minimum of 2 hours at the applicable rate and



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then hour for hour at the appropriate rate for all time on active duty beyond the minimum.

4. OVERTIME

Employees will be compensated for hours worked in excess of eight (8) per day if on a 5-8 schedule, ten (10) per day if on a 4-10 schedule, or forty (40) in a work week, or any time worked outside their posted schedule at the rate of one and one half (1-1/2) times their regular hourly rate and as prescribed by Oregon law. Clerks at City Hall will receive overtime compensation at the rate of one and one half times their regular hourly rate for hours worked in excess of forty (40) in a workweek. Overtime work shall be rounded to the nearest quarter hour (15 minutes).

Vacation, sick leave, and military leave shall be considered as time worked for calculating overtime.

5. CALL BACK

Overtime compensation shall be provided for the actual hours of overtime worked on a portal-to-portal basis for all time in excess of the two hour minimum.

- A. Within the operational needs of the public works department, the City will attempt to distribute in good faith overtime opportunities equitably.
- B. Except in emergencies, employees will be given as much notice as possible on overtime assignment.

6. COMPENSATORY TIME OFF

Compensatory time off in lieu of overtime worked may be granted at the overtime rate only upon written request by the employee. The employee must request and use the compensatory time off within 30 days of when it was earned.

7. SCHEDULE CHANGE PROHIBITION

Employee schedules shall not be changed for the sole purpose of avoiding overtime.

8. CLOTHING ALLOWANCE

The City shall reimburse to each Utility Worker up to \$600 per year for purchase and maintenance of/for the following work clothes: 3 coveralls, 3 work shirts, 3 work pants, 1 jacket, 1 pair work boots, and rain gear. The City also agrees to reimburse each Utility Worker the cost to replace 1 pair of work boots each year. (The intent is to replace work boots that get too worn, or lose their functional ability to provide safety protection from the elements.) The City may specify style, color,

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and any emblems.

## 9. WORK SCHEDULES

Employees will normally be scheduled to work five (5) consecutive days, eight hours per day, Monday through Friday, followed by two consecutive weekend days off. The City may require a change in an employee's work schedule by providing ten (10) work days written notice. The employee may waive this notice requirement or the notice will be automatically waived in the event the employee has requested a change in the work schedule. If the employee and the supervisor mutually agree to flex the employee's schedule during a given workday, the employee shall be allowed to flex the same number of hours, provided it is within the same forty (40) hour work week. The agreement should as much as possible be memorialized in writing, or electronically, and will not be subject to the schedule change prohibition provision of this agreement.

### **ARTICLE V: *Payroll Deductions***

The employer shall, with written authorization of the employee, make applicable payroll deductions so authorized by the employee.

The employer shall make payroll deductions for the employee in lieu of dues payments required in Article I.

The amount of Union dues, and in lieu of dues, payments shall be remitted to the Union each month by the employer. The union will hold the City harmless for deduction errors so long as such errors are promptly adjusted.

### **ARTICLE VI: *Education***

1. The City shall continue the practice of paying the costs of licenses and certifications required for the performance of employees' job duties and of any necessary training to obtain and/or maintain such licenses and certifications, as determined by the City. Reimbursement for actual receipted costs shall include any travel, meals and room costs incurred by the employee while on a training assignment.
2. The City will provide 100% or an agreed upon amount of the cost of tuition and books for courses pre-authorized by the City. Any books purchased by the City shall remain the property of the City. If the employee does not complete a course due to circumstances within his or her control, he or she shall reimburse the City the cost of the tuition.

**ARTICLE VII: *Holidays***

1. The following holidays shall be recognized by the City:  
  
New Year's Day,  
Martin Luther King's Birthday,  
Presidents Day (the third Monday in February),  
Memorial Day,  
Fourth of July,  
Labor Day,  
Veterans Day,  
Thanksgiving,  
Friday after Thanksgiving, and  
Christmas Day.
2. A part-time employee who is scheduled to work 20 hours or more a week shall be entitled to holiday pay on a prorated basis in relation to the normal work day or week.
3. Holidays, which occur during vacation or sick leave, shall not be charged against such leave.
4. When an authorized holiday falls on an employee's day off, such coincidence shall not reduce the total time off with pay that the employee shall receive. The holiday shall be treated as if it has fallen on his next work day.
5. An employee required to work on holidays to maintain essential City services is entitled to regular pay plus time and one-half for all hours worked.

**ARTICLE VIII: *Health and Welfare***

1. HEALTH, VISION, DENTAL AND LIFE INSURANCE
  - A. The City agrees to provide the current level of Medical, Vision, and Dental Insurance, which is represented in the City Insurance Service, CIS, Copay A with a \$2250 VEBA and the current prescription drug plans, for all full-time permanent and probationary employees, spouse and/or dependents, in accordance with the City health insurance coverage or coverage as required by Oregon law. Coverage shall begin the first of the month following the first thirty (30) days of employment.
  - B. City provides FireMed subscriptions to employees and dependents.
  - C. Cost Share: The employee share of health insurance premium costs shall be seven percent (7%). The cost share shall be administered through the Flexible Spending Account Plan.

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- D. The Union shall be allowed up to two (2) representatives to serve on the City committee to recommend insurance agents and/ or providers and analyze benefit plans.
- E. Should the City reduce the hours of available work of any current bargaining unit employee, it shall continue to provide medical, dental, and vision insurance the employee was eligible to receive before the reduction. Any reduction to less than half time shall be considered a layoff according to Article XIV, Section 2.
- F. The City will provide \$50,000 of term life insurance for each covered employee.

## 2. PHYSICAL

The employer shall pay for any required physical for each employee. The employer shall pick up any out of pocket expenses not covered by the employee's health insurance for Commercial Drivers Licensed required physical examinations. The results of a physical shall be confidential between the employer and the employee. The physician to complete this physical shall be of the employer's choice.

All members of the bargaining unit will participate in a physical fitness program prescribed by the department.

## 3. WORKERS COMPENSATION

The City shall furnish Workers Compensation Industrial Insurance (or equal) for each employee. The City shall pick up and pay the daily workers compensation assessment on employees and coverage shall be without cost to the employees to the extent allowed by state statute.

## 4. SICK LEAVE

Sick leave shall be earned for the purpose stated herein by each full time employee at the rate of one regular workday for each calendar month of service commencing with the date of employment. Sick leave may be accumulated to a total of 90 days.

Sick leave may be used by employees when unable to perform their work duties by reason of:

- a. Illness or injury:
- b. Necessity for medical or dental care:
- c. Exposure to contagious disease under circumstances by which the health of the public or other employees would be endangered.

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d. Illness in the immediate family (or otherwise as approved by the Administrator). Immediate family for sick leave purposes is defined as wife, husband, children, brother, sister, parents, or legal guardian, or any persons for which financial or physical care the employee is principally responsible. Employees are encouraged to make non-emergency dental or medical appointments during non-working hours.

e. Parental responsibilities arising from birth or infant adoption.

f. Cash Out:

Upon retirement from the City in recognition of the responsible use of employee sick leave and in recognition of the concept of rewarding wellness, current employees shall be paid at their regular rate of pay for 30% of their unused sick leave hours. The paid amount shall not exceed 100 hours except employees with over 10 years of continuous service shall receive payment for up to 200 hours. Employees hired after July 1, 2006, as regular employees will not participate in this cash out.

g. Donation of Sick Leave:

In the event an employee has a bona fide need and who has or will have no available earned leave (includes vacation, sick leave, and compensatory time), he/she may upon request receive sick leave donations from coworkers. Such request is subject to the City Administrator's approval. Upon approval, employees may designate in writing the amount of sick leave to be donated to the recipient coworker.

Employees using more than 2 sick leave days due to illness or injury must, if requested by the Department Head, present a certificate by the attending physician which states that the employee was unable to perform his/her duties during the time off and is fit to return to work. The City may require medical documentation for absences of lesser duration.

In certain cases, up to ten days of sick leave can be advanced to the employee by the City Administrator. This advance must be made up prior to termination. If it is not, then the balance due shall be deducted from the employee's termination pay.

The employee must notify the Department of his/her intended use of sick leave as early as possible, but in no event less than one hour before his/her regularly scheduled starting time.

## 5. INDUSTRIAL COMPENSATION

- a. For on-the-job injury, an employee may coordinate their sick leave benefits with workers compensation at his/her option. The employee may receive only that portion of his/her regular salary which will, together with industrial insurance compensation, equal his/her regular gross salary minus any mandatory or voluntary deductions. Sick leave shall be charged accordingly.
- b. Alternatively, the employee may accept industrial insurance compensation in lieu of sick leave with pay.

## 6. USE OF ALCOHOL AND DRUGS

This agreement acknowledges and adopts a Uniform City "Use of Alcohol and Drugs" policy (Appendix "A"), except that all employees required to have a Commercial Drivers License (CDL), shall fall under the selection and testing provision of that CDL program only and shall not be included in the general city pool for random selection and testing. The Parties have agreed to meet during the term of the contract to review changes to the current appendix, consistent with current law.

### **ARTICLE IX: *Other Leave of Absence***

#### 1. Death in Family

In addition to other leave, an employee shall be granted not more than twenty-four (24) hours in-state and forty (40) hours interstate bereavement leave, at regular salary, in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law and grandparents. This special leave shall not be accrued.

#### 2. Family and Medical Leave

Employees may take family medical or parental leave as provided under the Federal Family and Medical Leave Act of 1993 (CFR Part 825) and/or under the state of Oregon Family Leave (ORS 659.470 to 659.494), whichever is applicable.

#### 3. Leave of Absence

A regular employee may be granted a leave of absence when the work of the department will not be handicapped by his/her absence. Request for said leave must be in writing and must be reviewed by the Department Head and approved by the City Administrator.

Compensation will not be continued during the leave of absence. Other factors include position, seniority and accumulated leaves will remain static. An employee on leave of absence may pay to continue his/her and family benefits for as long as the insurance

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policy allows.

#### **4. Jury Duty**

Employees called to serve on jury duty will earn their regular pay for the period. Any jury duty stipend paid the employee shall be assigned over to the city if earned during hours normally worked and/or compensated for as regular salary. When excused from jury duty the employee shall promptly return for assignment. The City, at its discretion, may request that jury duty be deferred.

#### **ARTICLE X: *Acting in Capacity***

Acting in Capacity is when an employee voluntarily accepts or is assigned, in writing, the job duties of a higher classification. Employees who are "Acting in Capacity" shall be paid an additional five percent (5%) increase or the first step of the higher classification, whichever is greater, for all hours worked. For acting in capacity for any FLSA exempt supervisory or management position, the employee shall not be eligible for overtime payment for the period of time that the employee serves in that position.

#### **ARTICLE XI: *Discrimination***

The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, national origin, religion, political affiliation, or Union affiliation.

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or City representatives against any employee solely because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause provided such activity or other cause does not interfere with the effectiveness and efficiency of City operations in carrying out its responsibilities to the public.

#### **ARTICLE XII: *Liability Insurance***

The City will provide liability coverage for claims against employees, subject to the provisions, limitations, or exclusions, or ORS 30.260 to 30.300.

#### **ARTICLE XIII: *Termination of Employment***

##### **1. RESIGNATION**

Employees are to provide the City with two (2) weeks written notice of intended resignation. Their accumulated leave will be compensated on the effective date of the resignations consistent with the terms of this agreement and Oregon Labor Statutes.

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## 2. LAYOFF

Should the City reduce its work - force, it will give the Union and the affected employee(s) as much advance written notice as practical, but no less than one (1) month.

- a. If the City should reduce its work-force, layoffs or recalls shall be made within each job classification on the basis of seniority. It is understood that initial probationary employees within the affected classification shall be removed from employment before a layoff of non-probationary employee occurs. Employees with the least seniority within the affected classification shall be subject to layoff first unless the retention of special skills is required to meet the department's operational needs and public service requirements. Seniority shall be defined as the total length of continuous service since the last date of hire in the department. Any employee who is to be laid off who had advanced to his/her present classification from a lower classification in which he/she held a permanent appointment shall be given an opportunity to bump to the lower classification, in the department, provided he/she is more senior and meets the special skills requirements. Layoff status shall not extend beyond eighteen (18) months from the date of layoff.
- b. Recall: Employees on layoff status shall be given preference to vacant positions in accordance with their seniority to the classification from which they were laid off or a lower classification or a part-time classification, for which they are qualified. In the event, an employee rejects or does not respond to a recall notice, he/she shall forfeit his/her layoff status and the right to recall. However, acceptance or rejection of recall to a lower or part-time classification shall not affect an employee's recall rights to the original classification. The laid off employee in order to be recalled shall be responsible for keeping his/her address current to the City. The City shall maintain proof of delivery of any recall notice provided to laid off employees. The laid off employee shall have ten (10) days to respond to a recall from the time of receiving notice.

Layoffs will not be used as disciplinary action and all steps should be followed to ensure no violation of an employee's rights occurs.

Health and life insurance will continue for at least 30 days after the layoff. Accumulated vacation time will be paid. Personnel to be laid off shall be notified in writing thirty (30) days prior to the layoff and given the reasons for the layoff.

## 3. DEATH / RETIREMENT / DISABILITY

In the case of termination due to death, retirement, or disability, the employee or his/her beneficiary shall receive full pay for earned unused vacation time.



#### **ARTICLE XIV: *Grievances***

Grievance is hereby defined as a complaint, raised by the Union on behalf of its members, as to the correct interpretation or application of this agreement by the City. It is the purpose of this section to provide the employees and the Union with an orderly and effective means of achieving considerations of grievances which may arise during the life of this agreement. Attempts will be made to resolve potential grievances informally whenever possible. If informal discussions fail to resolve the issue the grievance procedure outlined below shall be followed:

- Step 1. An employee shall discuss the grievance with their immediate supervisor within 12 calendar days of the occurrence thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than 10 calendar days after the grievance is first discussed.
- Step 2. If, after 10 calendar days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee shall submit written notice to the Department Head and a copy to the Union including: (1) statement of grievance and relevant facts, (2) specific provision(s) of the contract violated, and (3) remedy sought. The Department Head shall respond to the employee in writing, with a copy to the Union, within 10 calendar days after meeting with the employee and the Union officer of the employee's choice. The Department Head may have additional supervisory staff present as well.
- Step 3. If the grievance remains unresolved, the employee shall within ten (10) calendar days from receipt of the Department Head's written decision, submit the grievance, along with all pertinent written information, to the City Administrator with a copy to the Union. The City Administrator shall meet with the Union representatives, the effected employee, and any supervisor he/she wishes in attendance, and shall render a decision within 10 calendar days of the receipt of the grievance.

If the City Administrator's decision does not resolve the grievance, it may be submitted to an arbitrator by the Union within 10 calendar days according to the prescribed manner:

1. A list of seven (7) arbitrators shall be requested from the Employment Relations Board and both parties shall alternately strike one (1) name from the list until only one is left. The City strikes the first name. One day will be allowed for the striking of each name.
2. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated.

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All evidence must be submitted before arbitration. Any new evidence will cause the grievance to reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.

3. All grievances arising out of the same occurrence, and grievances involving the same employee filed within sixty (60) calendar days of each other, shall be heard at the same arbitration hearing, unless the parties mutually agree to submit the grievances at separate arbitration hearings. Any other grievances, which advance to arbitration, shall be heard at a separate arbitration hearing. The cost of the impartial arbitrator, court reporter or stenographer if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this article. All information relative to the grievance and resolutions accomplished by the procedure shall be considered exempt from public disclosure by either party in an effort to ensure confidentiality to the employee.
4. Unless extended by prior mutual agreement, the parties to a grievance shall be bound by the time limits contained in this article. If the grieving employee fails to respond within the required time limits, the grievance shall be deemed abandoned. If the City fails to respond within the required time limits, the grievance shall be advanced to the next step.
5. Calendar days means every day of the week including Saturday, Sunday, and Holidays.

#### **ARTICLE XV: *Discipline and Discharge***

An employee having less than six (6) months of continuous service shall serve at the pleasure of the City. An employee having continuous service after completing his/her probationary period successfully shall be disciplined for just cause only. If the department head determines that there is cause for discipline or discharge, he/she shall furnish the employee and the designated Union representative a complete statement in writing of the discipline being considered, outlining the specific reasons and relevant facts for such action. The notice shall include a statement that he/she has the right to Union representation.

The employee shall be given an opportunity to refute the charges and/or present mitigating circumstances at a predetermination hearing that shall be scheduled at least five (5) work days in advance. Pending a disciplinary action at the discretion of the department, the employee may be suspended with pay or required to continue work as specified in the pre-disciplinary notice.

Unless otherwise resolved the dismissal or discipline shall become effective upon the

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City's decision after the hearing. Protests of the discipline or discharge of any employee shall be made only-through the grievance procedure as set forth in Article XIV. In the event that the employee is found innocent of the charges, he/she shall be reinstated in the department without loss of pay, sick leave or vacation accrual.

#### **ARTICLE XVI: Wages**

1. Employees shall be compensated in accordance with the salary schedule attached to this agreement marked Exhibit "A", which is hereby incorporated into and made a part of this agreement.
2. Effective July 1, 2017 each step of each range of the salary schedule shall be increased two (2%) percent.

Effective July 1, 2018 each step of each range of the salary schedule shall be increased by the CPI-U Portland – Salem OR-WA for January through December 2017 with a minimum of one and one-half percent (1.5%)and a maximum of three percent (3%).

Effective July 1, 2019 each step of each range of the salary schedule shall be increased by the CPI-U Portland – Salem OR-WA for January through December 2018 with a minimum of one and one-half percent (1.5%)and a maximum of three percent (3%).

3. Longevity Pay: Employees shall receive additional pay on their base monthly salary for years of continuous service with the City as follows:

6 years -	1.5%
11 years -	2.0%
18 years -	2.5%
21 years-	3.0%

The starting range and step for each job title shall be in accordance with Exhibit "A". Effective July 1, 2012, except as stated above, all employees with satisfactory performance will advance to the next available step of the schedule on the anniversary of their hire date or the anniversary date of their last advance. In the event the City fails to provide the employee with an evaluation no later 30 days after the anniversary date, the employee shall advance to the next step at the appropriate anniversary date. An employee may grieve if the City refuses to advance him/her to the next step for less than satisfactory performance.

#### **ARTICLE XVII: Pay Periods**

Salaries of employees shall be paid on a monthly basis with the opportunity for a mid-month paycheck on or about the 15th day of the month.

**ARTICLE XVIII: Vacations**

- 1. All employees shall be eligible to accrue annual leave with pay, but are not eligible to take any vacation or compensation in lieu of vacation until one year after their date of employment.
- 2. An employee begins accruing annual leave from the date of employment on a monthly basis in relation to the number of hours worked
  - a. Full-time employees shall earn annual leave as outlined below:

<u>SERVICE MONTHS (YEARS)</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
1 thru 36 Mos ( 0- 3 yrs )	6.67 hrs	10 days
37 thru 96 Mos ( 4-8 yrs )	8.67 hrs	13 days
97 thru 168 Mos ( 9-14 yrs )	11.34 hrs	17 days
169 Mos (15 years +)	15.34 hrs	23 days

- b. No employee may carry more than twice the annual rate unless approved by the Administrator. Upon approval by the City Administrator, an employee may be allowed to carry over an additional year of vacation.
- c. Vacation Procedure: The employee must request vacation leave in writing to his/her supervisor, allowing at least as much notice to the supervisor as leave being requested, but in no event less than forty-eight (48) hours. At least three months notice is required for block vacation requests of one week or more. The supervisor and employee may waive the notice period by mutual consent. The vacation shall be approved or denied in a timely manner.

The supervisor shall post approved vacation schedules for the year on a rotating monthly basis. Selection of vacation leave shall be on the basis of seniority, however each employee will be permitted to exercise his/her right of seniority only once in each fiscal year.

Cancellation of pre-approved vacations shall be limited to emergency situations not under the control of the City. Employees who respond to a City request to come back from vacation to work shall be paid the overtime rate for all hours of work previously scheduled for vacation.

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3. Employees may request a vacation buyout for up to 40 hours per year. A request for up to 40 hours may be submitted on the monthly time card, "vacation buy out" shall be listed in the "reason" section and will not count towards hours worked. The employee must take at least one week of vacation in the 6 months prior to making a request. An employees vacation balance must be sufficient to cover the requested buyout. Request for buyouts must be pre-approved by the City Administrator.

#### **ARTICLE XIX: *Retirement System***

The City shall participate in the Oregon public employees retirement plans established in ORS Chapter 238 and PRS 238A for members of the bargaining unit. As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the City agrees to pay six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238A, as the employee's contribution to the employee's IAP account. Under applicable retirement law and administrative rule, this money continues to be the employee's money to which he/she is entitled upon retirement or withdrawal from the IAP contribution to PERS.

#### **ARTICLE XX: *Contract Termination***

This agreement shall be effective as of July 1, 2017, and shall remain in full force and effect through June 30, 2020. This agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

#### **ARTICLE XXI: *Zipper Clause***

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this agreement. Therefore, the City and the Union for the life of this agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

The parties further agree that any mutual agreements or understandings that are reached during the terms of this agreement shall be reduced to writing.

Nothing contained in this article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this agreement.

## **ARTICLE XXII: *Dispute Resolution***

When the implementation of any matter contained within this agreement causes a dispute between the City and the Union and the matter is not a "grievance" (Article XIV), then the City and Union shall begin a reasonable period of good faith discussions to resolve the dispute. After such a period both parties may notify the Employee Relations Board of the failure to resolve the dispute and request assistance under the rules of the Board for resolving an unfair labor practice complaint.

## **ARTICLE XXIII: *Probationary Period***

1. The probationary period is an integral part of the employee selection process. New bargaining unit employees shall serve an initial probationary period of up to six (6) continuous months worked. Employees may be provided a performance review every three months during their probationary period. The parties agree that an employee who does not satisfactorily complete his/her probationary period shall be subject to termination.
2. Upon agreement with the Union, the City may extend the probationary period.
3. Current regular employees reassigned or promoted to another union covered position shall begin a new six (6) month probationary period. Such employees who fail, as determined by the City, to satisfactorily meet the requirement of the new position or classification, at anytime during the probationary period, shall be returned to the previously held position or classification in the former department and shall be removed from eligibility list for the promotion to that classification. Employees rejected in probation shall not be eligible to compete for a position in the same classification under the same work unit for a period of one (1) year.

## **ARTICLE XXIV: *Severability Clause***

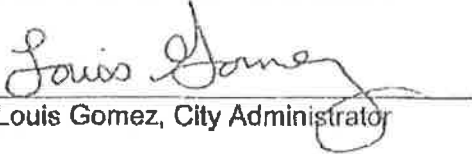
If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions would be restrained by any such tribunal, the remainder of the Agreement shall not be effected thereby, and upon the request of either the City or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of strikes/Lockouts Article shall continue in full force and effect even though a satisfactory replacement is not achieved.

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**ARTICLE XXV: Execution of Agreement**

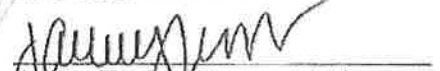
In witness whereof, the parties have set their hands this      day of      , 2017.


FOR THE CITY OF OAKRIDGE:

  
Louis Gomez, City Administrator

FOR AFSCME COUNCIL #75

  
Jim Steiner, Union Representative  
AFSCME Council 75

  
Jackie Taylor, Representative  
AFSCME Local 2831-04

  
Clint Whitney, Representative  
AFSCME Local 2831-04

**EXHIBIT "A"**

Salary Schedule for Oakridge General Bargaining Unit (Effective July1,2017)

2017-2018 Fiscal Year							
Step	A	B	C	D	E	F	G
Range	Percent Increase:		2.00%				
1	\$1,958	\$2,016	\$2,077	\$2,139	\$2,203	\$2,270	\$2,338
2	\$2,054	\$2,116	\$2,179	\$2,245	\$2,312	\$2,382	\$2,453
3	\$2,158	\$2,223	\$2,290	\$2,359	\$2,429	\$2,502	\$2,577
4	\$2,266	\$2,334	\$2,404	\$2,476	\$2,550	\$2,626	\$2,705
5	\$2,379	\$2,450	\$2,524	\$2,600	\$2,678	\$2,758	\$2,841
6	\$2,499	\$2,574	\$2,651	\$2,731	\$2,813	\$2,897	\$2,984
7	\$2,623	\$2,702	\$2,783	\$2,866	\$2,952	\$3,041	\$3,132
8	\$2,754	\$2,837	\$2,922	\$3,010	\$3,100	\$3,193	\$3,289
9	\$2,892	\$2,979	\$3,068	\$3,160	\$3,255	\$3,352	\$3,453
10	\$3,037	\$3,128	\$3,222	\$3,318	\$3,418	\$3,521	\$3,626
11	\$3,189	\$3,285	\$3,383	\$3,485	\$3,590	\$3,697	\$3,808
12	\$3,348	\$3,448	\$3,552	\$3,658	\$3,768	\$3,881	\$3,998
13	\$3,515	\$3,620	\$3,729	\$3,841	\$3,956	\$4,075	\$4,197
14	\$3,691	\$3,801	\$3,915	\$4,033	\$4,154	\$4,278	\$4,407
15	\$3,875	\$3,992	\$4,111	\$4,235	\$4,362	\$4,493	\$4,628
16	\$4,070	\$4,192	\$4,318	\$4,447	\$4,581	\$4,718	\$4,860
17	\$4,274	\$4,402	\$4,534	\$4,670	\$4,810	\$4,954	\$5,103
18	\$4,487	\$4,622	\$4,760	\$4,903	\$5,050	\$5,202	\$5,358
19	\$4,711	\$4,852	\$4,998	\$5,148	\$5,302	\$5,461	\$5,625
20	\$4,946	\$5,095	\$5,247	\$5,405	\$5,567	\$5,734	\$5,906
21	\$5,194	\$5,350	\$5,511	\$5,676	\$5,846	\$6,022	\$6,202
22	\$5,454	\$5,617	\$5,786	\$5,960	\$6,138	\$6,322	\$6,512

POSITION	Salary Range
Asst. Planner/Clerk	5
Acct Clerk	8
Librarian	9
Senior Acct Clerk	9
Park Utility Worker	12
Building Manager	8
Utility Worker I	12
Utility Worker II	13
Utility Worker III	14
Crew Leader	15

Fiscal Years 2018-2019 & 2019-2020 pay increases to be based on the Previous Year's CPI



## APPENDIX "B"

### *Use of Alcohol and Drugs*

1. Statement of Principle: The City of Oakridge and the Oakridge General Unit, AFSCME Council #75 – Local 2831-04, jointly recognize that alcohol and drug use by an employee that adversely affects job performance may constitute a serious threat to the health and safety of the public welfare and the safety of the employees and coworkers. It is the policy of the City to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees. The use of, or being under the influence of alcoholic beverages or unauthorized/illegal drugs shall not be permitted at the work site and/or while on duty.
2. Notice of Policy: All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.
3. Reasonable Suspicion Testing: Testing may be required for reasonable suspicion when an employee is judged, based upon observations by a supervisor, the employee's appearance, behavior, speech, or body odor give them cause to believe that the employee may be in violation of the alcohol or controlled substance prohibitions of this Agreement and/or City Policy. The Supervisor's observations will be reduced to writing as soon as reasonable after the tests are conducted and provided to the employee upon request.
4. Random Testing Procedures: The employees that are required to maintain a commercial drivers license and covered by this Agreement shall be placed in a pool for anonymous random selection by the City's contractor. The number of random selections for testing shall not exceed 50% of the bargaining unit in any given year. Each employee shall have an equal chance of being selected in each random selection incident. Massive testing shall be prohibited.
5. No testing may be conducted without the approval of the employee's supervisor.
6. Testing Standards and Procedures: The following standards/ mechanisms shall be observed:
  - a. Drug and Alcohol Testing Laboratory: The city and the Union shall select a National Institute on Drug Abuse (NIDA) - certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrate proficiency in urine, breath, and blood analysis.
  - b. Substances Tested: All urine samples will be tested for chemical

adulteration, narcotics, cannabis, PCP, cocaine, amphetamines, and sedatives. Any sample that has been adulterated or is shown to be of a substance other than urine will be reported as such.

- c. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on accepted NIDA standards except as otherwise established herein. The minimum standards for a positive test result are as follows:

Marijuana metabolite	15 ng/ml
Cocaine metabolite	150 ng/ml
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

- d. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .04 percent or greater.
- e. Testing Mechanisms: The following testing mechanisms shall be used for any test of alcohol or drugs performed on employees.
  - 1. Any urine screening will be performed by the use of Gas Chromatograph/Mass Spectrometry (GC/MS).
  - 2. Alcohol tests shall be performed by standard Intoxilizer breath and/or laboratory blood alcohol analysis. A breath alcohol test will be performed first. If the results are .04 percent or higher, the employee may request either a breath or a blood alcohol analysis for their second test.

- 7. Procedures Used When the Urine Sample is Given: The following procedures shall be used whenever an employee is requested to give a urine sample:

- a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.
- b. At the time of the testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
- c. Urine collection shall be conducted in a manner that provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative

procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered, provided it does not unreasonably delay the testing.

- d. Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
  - e. The sample will first be tested using the screening procedures set forth in Section 6.e of this Appendix.
  - f. If the test is positive for the presence of drugs, the employee will be notified of the positive results no later than twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 6.a of this Appendix. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.
  - g. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.
8. Procedures Used When the Breath Sample is Given: The following procedure shall be used whenever an employee is requested to give a breath sample:
- a. The City will administer an intoxilizer test on city-owned or physician provided equipment that has been applicably certified and calibrated. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
  - b. After the sample has been taken, and the test is determined by the technician to have been properly executed, if the test results are less than .04 percent, no further testing is necessary.
  - c. If the test results exceed the limit of .04 percent alcohol content, the employee shall have the option of repeating the breath test or taking a blood alcohol test as described in Section 6.e of this Appendix. If the employee chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the screening and confirmation test results are not identical, the confirmation test result is

deemed to be the final result upon which any action shall be taken. If the employee chooses a blood-alcohol test, the test will be performed as soon as possible at the City's physician's office. The blood-alcohol concentration levels will be adjusted based upon industry standards as a result of time lapse for transportation or other delays.

- d. The employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test.
  - e. Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.
9. Procedures Used When the Blood Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood sample:
- a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
  - b. Immediately after the sample has been drawn, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
  - c. If the test results exceed the limit specified in Section 6.d of this Appendix, the employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 6.a of this Appendix. If the second test is negative, the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.
  - d. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.
10. Further Procedural Requirements: In addition to the procedures listed in Sections 7 and 8 of this Appendix, the following procedures shall also be observed:
- a. The City will bear the cost of the initial and confirmatory tests. If an

employee chooses to test the second sample, the employee will pay the cost of the test(s). Should the second sample test result in a negative reading the City shall reimburse the employee for the cost of the test. The City shall offer a confirming intoxilizer test for alcohol immediately should the initial test be positive.

- b. Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- c. All test results will be evaluated by a suitably trained physician.
- d. Test results will be treated with the same confidentiality as other employee medical records.

11. Consequences of Positive Test Results:

- a. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Appendix shall be referred to a Substance Abuse Professional (SAP) for evaluation. An employee, who tests positive as a result of random testing, shall not be subject to discipline unless she/he fails to comply with the SAP recommendations or rehabilitative treatment, outpatient counseling, or a signed Return to Work Agreement, which has been completed by both parties. An employee may be required to enter into a Return to Work agreement whenever he/she has a positive test result. The Return to Work Agreement is a statement of the circumstances by which the employee maintains her/his employment with the City.

In addition, an employee who has tested positive for the presence of intoxicants or controlled substances from a Reasonable Suspicion test may be subject to discipline.

- b. An employee who has tested positive may be subject to unannounced testing for a one-year period following the date of the positive test. If the employee violates the terms of agree-to treatment, or again tests positive during this period, or fails to successfully complete the Return to Work Agreement, he/she will be subject to immediate discipline, which may include discharge.
- c. Employees seeking treatment shall have the right to choose their treatment provider based on the needs identified in the medical recommendations.

12. Costs: The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement.

13. Off Duty Call-Back Situations: In the event that the City contacts an employee in

an off duty call-back situation to perform additional duties and the employee has consumed alcohol or drugs in a quantity that may meet the standards for "under the influence" in Section 6 of this Appendix, the employee must decline the request to report for duty and shall suffer no adverse consequences for doing so. If the employee reports to work, he or she shall be subject to the provisions of this Appendix.

14. Prescribed Medications: It is the responsibility of an employee for whom drugs have been prescribed to ask the treating physician whether the use of the drug(s) may limit or impair the employee's ability to perform employment related duties safely and efficiently and what restrictions, if any, should be followed. Employees using prescribed medications are responsible for meeting the obligations of Section 1. Employees who are concerned about the confidentiality of their prescribed medications may place a copy of the prescription in a sealed envelope to be placed in their medical personnel file for the duration of the prescription.
15. Interference With Policy: Any activity that purposely interferes with this Drug and Alcohol appendix will be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 15.
16. Employee Rights:
  - a. The employee shall have the right to a Union representative up to and including the time the sample is given; however this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
  - b. If at any point the results of the laboratory testing procedures specified in the Appendix are negative, all further testing of the employee will be discontinued, except as specified in Section 11 of this Appendix.

The employee will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in a secure place. The City will keep all test results confidential.
  - c. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.
17. If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee

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assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

18. This drug and alcohol-testing program is initiated solely at the request of the City. The Union shall be held harmless for the violation of any employee's rights by the City arising from the administration of this drug and alcohol program.