

**CITY OF PHILOMATH
&
AFSCME Council 75**



**COLLECTIVE BARGAINING
AGREEMENT
WITH
GENERAL EMPLOYEES**

May 2017 through April 2020

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by the City of Philomath, Oregon, hereinafter referred to as the City, and AFSCME, hereinafter referred to as the Union, for the purpose provided in ORS 243.650 through 243.782. In the event of a conflict between a provision of the Agreement and a rule or regulation of the City, the terms of this Agreement shall prevail.

It is agreed and understood that this Agreement shall be limited and applicable only to all bargaining unit employees. All references in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include both male and female.

ARTICLE 2 - RECOGNITION

2.1 Recognition - The City recognizes AFSCME as the sole and exclusive bargaining agent for all regular employees who are members of the bargaining unit as provided by ORS 243.650. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled work week of 20 hours or more. All references to employees in this Agreement shall be construed to mean regular employees, not seasonal, temporary, or part-time employees that work less than 1040 hours in a fiscal year, or those excluded as supervisory or confidential under ORS 243.650.

2.2 New Classification - Whenever the City develops a new classification within the bargaining unit, the City shall attach a salary to the new classification and notify the Local President and the AFSCME Council 75 Representative. The Union shall have ten (10) days from receipt of the notification to review the salary schedule and make a demand to bargain if the schedule is not appropriate. If no demand is made to bargain, the salary for the position will become a part of the bargaining unit. If bargaining ensues, the City shall not be precluded from filling the position during the bargaining process.

2.3 New Hires - Whenever a new employee is hired into a position covered by the bargaining unit, the City's Finance Department will inform the Local President and the AFSCME Council 75 Representative of the name and address of the new employee, and will also advise the employee that AFSCME represents certain employees of the City of Philomath. The Union will furnish all new employees with a copy of the current contract and a Union membership application form.

ARTICLE 3 - UNION SECURITY

3.1 Union Representation - AFSCME Council 75 shall certify in writing the names, title, and business address of the Union representatives authorized to represent the Union to the City. The City may refuse to recognize any such representative until they are so certified.

3.2 Union Activity - The City agrees that Union representatives certified by AFSCME Council 75, shall be afforded reasonable access to nonworking spaces during nonworking time for the purpose of conducting Union business, provided such access does not interfere with the performance by City employees of their duties and further provided that such officers shall obtain prior approval from the department head or a designee. The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. However, it is further recognized that there are reasonable limited deviations from this policy, such as posting Union notices and distributing literature, which do not require substantial periods of time. Where such activities cannot reasonably be performed outside scheduled working hours, and where such activities are performed without disruption of employee's work performance, such activities may be carried out without loss of pay to the employees involved, provided such activities are authorized by the department head or a designee.

3.3 Dues Deductions - The City agrees to deduct the monthly membership dues and other authorized fees and assessments from the pay of those employees who individually request such deductions in writing.

The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly with an itemized statement by the tenth (10th) day of the month, to the Union. Any employee may cancel their Union membership by giving the City and the Union written notice before the tenth (10th) day of any month.

3.4 Fair Share - The terms and conditions of this Agreement have been made for all employees in the bargaining unit, not solely for members of the Union. The parties agree that each employee in the bargaining unit shall bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempted by provisions of this contract shall, within 30 days of hire, have deducted from their pay by the City a sum determined by the Union, in accordance with constitutional and statutory requirements. Such sum shall constitute the employee's fair and equitable contribution to the expenses of administering this contract on their behalf by the Union.

3.5 Religious Objection - Any employee who objects to association with the Union, based on the employee's bona fide religious beliefs or the teachings of a Church or religious body of which such employee is a member, shall notify the AFSCME Council Representative in writing within 30 days of hire of such objection. If the objection is validated by AFSCME and communicated to the City by the AFSCME Council 75 Representative, then such employee shall pay an amount of money equivalent to fair share dues and initiation fees and assessments, if any, to a nonreligious charity mutually agreed upon by the affected employee and the Union to which the employee would otherwise be required to pay dues. The employee may arrange for payroll deductions for this purpose, or must furnish written proof to the City of payments made to the charity.

3.6 Hold Harmless - The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City, as a result of any action taken pursuant to the provisions of this article. The Union and the City each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

3.7 Union Stewards - The Union may select and certify to the City one employee who is to act as Union Steward. Wherever the City is required in this Agreement to make notification to the Union, it shall do so through the Steward. At the Union's request, and subject to the operating requirements of the City, stewards shall be granted leave without pay, compensatory time off, or vacation time off to attend the Union's Steward Training Program workshops.

3.8 Use of Bulletin Board - The City will furnish space on a bulletin board for use by the Union. The Union may post notices and bulletins thereon, provided all materials posted are clearly identified as originating from the Union and any outdated materials are removed therefrom, and the board is maintained in a neat manner. No derogatory or inflammatory materials may be placed on the bulletin board.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- a) To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed;
- b) 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 schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies;

- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, rules, regulations, materials, equipment, facilities and standards.

•Except as provided by ORS 243.650 utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Non-Discrimination - The City and the Union agree to abide by the provisions of ORS 243.672. Any issue that may arise regarding this section shall not be subject to the arbitration procedure contained herein.

5.2 Seniority - Seniority shall be defined as an employee's length of continuous service within a department, from the employee's last date of hire, and it shall be given preference for vacation selection.

5.3 Layoff - In the event of a layoff, the City will select the classification(s) where the reduction in force is to occur. Employees will then be laid off on the basis of seniority as defined above. Employees in a higher classification faced with a layoff, may bump to a lower classification if they have greater departmental seniority and are qualified to perform the job – except that field positions may not bump to clerical or accounting positions.

5.4 Recall - Employees laid off shall retain recall rights for 12 months and shall be recalled in inverse order of layoff. In the event an employee is recalled within the 12 month recall period, the employee shall retain seniority earned before the layoff. The employee shall not accrue seniority while in layoff status.

5.5 Use of Private Automobile - There shall be no use of private automobiles in the discharge of services of the City without prior approval of the Department Head or the City Manager. Every employee who is required to use a private automobile in the service of the City may receive compensation at the current IRS rate of reimbursement. In the event an employee prefers to use their own vehicle for an out-of-town trip, the employee and the Department Head may come to independent terms for mileage reimbursement, if the Department Head approves the use of a private automobile.

5.6 Travel and Expense - Prior approval from the Department Head or City Manager is required for any travel by employees on City business. Detailed expense records and receipts shall be filed by all employees entitled to reimbursements or advances for travel. Failure to follow these procedures shall be grounds for denial of travel claims.

5.7 Job Vacancies - The City will post all full-time bargaining unit job opportunities in-house.

ARTICLE 6 - LEAVE OF ABSENCE

6.1 Leave Without Pay - The City will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. Such requests shall not be unreasonably denied. The City may terminate or cancel such leave by 30 days written notice, mailed to the address given by the employee on their written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City, and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence, shall be considered as having resigned their position with the City.

Employees on leave without pay, for any reason, shall not accrue any benefits.

6.2 Family Medical Leave - Employees will be granted family medical leave in accordance with State law. When proper application is made and leave is granted, employee may use accrued leave in the following order – *sick leave, compensatory time, vacation time.*

6.3 Military Leave - Employees of the City shall be granted those rights to temporary leave for annual active duty for training in the National Guard or of any Reserve component of the United States Armed Forces as specified in the Oregon Revised Statutes.

6.4 Emergency Leave - Emergency leaves of absence without pay may be granted by the Department Head to an employee because of illness of a member of the immediate family. However, the employee may elect to charge such emergency leave against accumulated vacation leave or compensatory time. All emergency leaves shall be subject to verification by the employee upon the request of the Department Head.

6.5 Religious Service - A leave of absence without pay may be granted to an employee by a Department Head for the purpose of observing or attending religious service for holidays of major theological importance, not to exceed one-half ($\frac{1}{2}$) day. The employee may elect to charge such religious leaves against the accumulated vacation leave.

6.6 Jury Duty - An employee, when called to serve on jury duty and when not excused therefrom, shall be compensated for the time actually required to be spent under the jurisdiction of the court. The employee will be required to give the City a statement as to the day they served on jury duty and the daily rate paid. The City will then deduct the appropriate amount from the employee's paycheck. In the event an employee is called for jury duty and released during the day, the employee must return to their work at the City if at least two (2) hours of working time remain.

ARTICLE 7 - VACATIONS

7.1 Accrual - Each regular full-time employee shall accrue vacation leave with pay each month on the following basis:

Years of Service	Monthly Accrual Hours	Days per Year
0 to 3 years	7.4	11.10
After three years	8.7	13.05
After five years	10.0	15.00
After eight years	11.4	17.10
After ten years	12.7	19.05
After 12 years	14.0	21.00

Years of service shall be determined based on the employee's last date of hire in the bargaining unit, except as provided in 7.3 Break in Service.

After six (6) months of employment, the employee will be eligible to schedule vacation as described in 7.2.

Employees who work more than 20, but less than 40, hours per week shall accrue vacation leave with pay on a prorated basis each pay period, according to the hours paid to such employees. Using a 40-hour work week as 100% of the above schedule, their vacation accrual shall be computed as a fraction of the benefits listed above, based upon average hourly work week and tenure.

For the purposes of this Article, a year of service means the completion of 12 months of employment with the City in this bargaining unit. When an employee advances to a higher accrual rate, the employee will receive the higher accrual rate for the entire pay period in which the advancement occurs. Time spent in layoff status or on leave without pay shall result in suspension of accrual of vacation leave for the duration of such layoff or leave.

Accrual shall be prorated for employees who are not in a paid status for the entire pay period on the basis of the number of days in paid status during the pay period.

The employee may only accumulate that vacation time earned in two (2) consecutive years. Any excess unused vacation time shall be lost, unless the City requires an employee to work during a scheduled vacation.

Annotation: This section was changed in 1999, to clarify how time is accrued based upon years of service and the time period accrual occurs. The parties defined the accrual period as a pay period. When an employee moves to the next higher accrual rate based upon their last date of hire, the employee will be given the higher accrual at the beginning of the pay period and there will be no proration. Further clarification was added for employees that find themselves in an unpaid status in a pay period. In such case, the employee will only be allowed a prorated accrual. Additionally, the personal leave day specified elsewhere in the contract was incorporated into the accruals and they were rounded up for ease of administration.

7.2 Scheduling - The arrangement of a vacation schedule is the responsibility of the Department Head based upon: (a) the staffing requirements of the City, and (b) the seniority of the employees within the department, and (c) the wishes of the employee, in that order.

7.3 Break in Service - Prior service, based on a full month of employment, shall be included for purposes of computation of vacation leave, but only for those periods of time actually spent as a regular employee for the City.

Annotation: This section was changed in 1999, to clarify that credit for past service would be credited based on the last full month employed in the prior employment period.

7.4 Effect of Holidays - For the purpose of computing vacation leave duration, the term "working days" shall exclude all legal holidays which may fall during the vacation leave time.

7.5 Termination of Employment - Upon termination of employment, a regular employee who has completed six (6) months of continuous service shall receive payment for unused vacation leave to which they would otherwise be entitled as of the date of termination. This section applies to both voluntary and involuntary terminations.

ARTICLE 8 - HOLIDAYS

Full-time employees of the City of Philomath shall be entitled to the following holidays:

- New Year's Day
- M. L. King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ day (afternoon) on the last working day prior to Christmas Day
- Christmas Day

Any holiday designated by executive order of the Mayor or by resolution of the City Council.

If a holiday falls on a Saturday, the previous Friday will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

Whenever an employee is required to work on a holiday the employee will receive overtime pay or compensatory time for all hours worked in addition to their regular pay. Part-time employees covered by this Agreement shall be granted holiday pay or time off on a pro-rata basis.

Annotation: This article was modified in 1999, to simplify its application. Specifically, most employees will generally receive the holiday off and be paid for the day. When required to work, the maximum compensation will equate to double time and one half. For example, the employee will receive 8 hours of compensation for the holiday and will also receive time and one half pay for all hours worked. If the employee works four (4) hours on the holiday, the compensation received will be eight (8) hours compensation for the holiday, plus six (6) hours compensation for working four (4) hours. Total compensation in this example would be 14 hours of compensation for the day.

ARTICLE 9 - SICK LEAVE

9.1 ACCRUAL - All full-time employees shall be entitled to sick leave benefits. These benefits shall accrue at the rate of eight (8) hours of sick leave per month.

Employees who work more than 20, but less than 40 hours per week shall accrue sick leave with pay on a prorated basis each pay period, according to the hours paid to such employees. Using a 40-hour work

week as 100% of the above schedule, their sick leave accrual shall be computed as a fraction of the benefits listed above, based upon average hourly work week.

Accrual shall be prorated for employees who are not in paid status for the entire pay period on the basis of the number of days in paid status during the pay period.

Sick leave accrued in any year shall be accumulative for succeeding years up to a maximum of 960 working hours.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate.

9.2 Utilization - Sick leave with pay shall be allowed for a bona fide personal illness or physical disability of the employee. Sick leave shall be allowed for illness or incapacity due to pregnancy or child birth. Sick leave may be used by each employee due to illness or incapacity of a family member residing in the employee's household.

Substantiated documentation of abuse of sick leave shall be subject to progressive disciplinary action per the collective bargaining agreement.

In the event an employee is absent due to disability incurred on duty, they may utilize sick leave to compensate for the difference between the benefits which Worker's Compensation allows and the employee's City wage, less state and federal deductions (net pay).

9.3 Extended Illness - An employee's written request to utilize accumulated compensatory or vacation accruals, after sick leave has been exhausted, will be granted by the City for extended illnesses or disabilities. Leave without pay may also be used beyond the employee's entitlement to sick leave.

9.4 Death in the Family - An emergency leave of absence with pay of up to three (3) days shall be granted by the Department Head to an employee because of death within the immediate family. Immediate family shall be defined as mother, father, parents-in-law, children, spouse, brother, sister, grandparents, grandparents-in-law, and any other family member residing in the employee's household.

Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

Annotation: This section was changed in 1999, by changing the leave days from 5 to 3 and granting use without applying sick leave. It was understood that additional time could be approved by the City, but that the employee would have to utilize accrued leave or leave without pay.

9.5 Termination - Employees will have the following options at the time of their termination:

OPSRP – Receive a cash payment for one-half their unused accumulated sick leave at their current hourly rate up to a maximum payment for 360 hours.

Tier 2

- a) Receive a cash payment for one-half their unused accumulated sick leave at their current hourly rate up to a maximum payment for 360 hours. The City will report the remaining unused accumulated sick leave hours to PERS. The maximum number of hours to be reported would be 600; or
- b) Report all unused accumulated sick leave hours to PERS.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Resolution Process - Any dispute which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor. The employee and the supervisor, within 10 workdays of the employee's knowledge of the problem, shall informally discuss the dispute and attempt to resolve it. If no resolution can be achieved within five (5) workdays of the discussion with the supervisor, the employee or the Union shall proceed as follows:

Step 1 - If an employee is unable to resolve a dispute with an informal discussion with their supervisor and seeks further resolution, the employee/Union, within 10 workdays of the supervisor's denial, shall file an official grievance with the City. Such grievance shall be filed, in writing, with the management team responsible for the employee's supervision and the City Manager (i.e. the grievance would be addressed to the supervisor/department head/City Manager).

The written grievance shall contain:

- a) A description and date of the circumstance that led up to or is the cause for the grievance;
- b) A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- c) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- d) A description of the remedy sought for resolution of the problem.

Step 2 - The management team will consider the written grievance and shall meet with the employee and a representative of the Union within 10 workdays of its submission in writing. Within 10 workdays of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 - If the above process fails to resolve the grievance and the Union decides to carry it further, they shall, within 10 workdays of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within 10 workdays of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

10.2 Arbitration - The parties agree that any decision of the arbitrator, which is within the scope of this Agreement, shall be final and binding upon them. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement unless both parties agree otherwise. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so he/she shall not contravene any provisions of this Agreement. Cost of the arbitration shall be borne by the losing party.

10.3 Time Limits - The above time limits shall be strictly adhered to.

If the grievant or the Union fails to adhere to the specified time limits, the grievance shall not be subject to the arbitration step contained herein, but can continue to be processed as far as the management team level of the procedure. This provision shall not prevent either party from arbitrating timeliness issues.

If the City shall fail to respond in a timely manner, the grievant or the Union may proceed to the next step of the grievance procedure within the proper time frame from the time that the response should have been received. Time limits may be waived by mutual agreement of the parties.

ARTICLE 11 - DISCIPLINARY ACTION

11.1 Standard - Employees shall only be disciplined for just cause. Oral reprimands are not considered discipline and shall not be subject to the grievance procedure. Discipline may include, but not be limited to written reprimands, suspension, temporary reduction in pay, demotion and termination.

11.2 Probationary Employee - This article shall not apply to any employee on probation as defined in Article 12.

11.3 Due Process - In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject him to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;

At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

11.4 Just Cause - For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The City must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union from raising issues appropriate to defend employees in an arbitration setting.

ARTICLE 12 - PROBATIONARY PERIODS

12.1 New Employees - New bargaining unit employees shall serve an initial probationary period of 12 months of continuous service. Probationary employees may be discharged for any reason, and such discharge shall not be subject to the grievance procedure.

12.2 Promoted Employees - Employees who are promoted to another classification or position shall serve a probationary period equal to that which a new employee would serve, six (6) months. Such employees, who fail to satisfactorily meet the requirements of the new position or classification at any time during the probationary period, shall be returned to the previously held position or classification and shall not begin another probationary period, unless their initial probationary period was not completed.

ARTICLE 13 - HOURS OF WORK

13.1 Work Week - The normal work week for full-time employees is 40 hours; however, the City makes no guarantee of a 40-hour work week. As far as practicable, this work week conforms with established hours of business. This conformity shall not interfere with special time schedules governing departments operating more than eight (8) hours each calendar day. Except in an emergency, unusual, or unforeseen circumstances, no work schedule will be changed without five (5) days' notice.

13.2 Work Period - Normally work periods shall be either eight and one-half (8 ½) or nine (9) hours, depending upon the length of the unpaid meal period taken.

13.3 Rest Period - Employee work schedules shall provide for a paid 15 minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift whenever this is feasible.

13.4 Meal Period - Employees shall receive a meal period during each work shift. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

In the event employee(s) work more than two (2) hours beyond their regular shift, or four (4) or more hours after normal hours or non-workdays and a supervisor is not available to provide a meal, the employee may be reimbursed for a meal that is purchased in Philomath, if available, and consumed at the work site. Such reimbursement shall be within the established lunch rate.

13.5 Cleanup Time - When necessary, employees shall be granted a reasonable personal cleanup period prior to the end of the work shift.

13.6 Preparation for Work - It shall be the responsibility of each employee to arrive at their work station completely prepared to begin their duties at the start of the scheduled work period.

13.7 On Call Personnel - Certain employees may be designated as "on-call" personnel for specific time periods and shall be available at all times during that period to respond to emergency situations and be on-site within an hour of the call. This person must remain constantly accessible by telephone or paging device. The "on-call" person shall be compensated with callback as specified in 14.5 Callback when required to respond to a location and shall receive \$200 or eight (8) hours of straight-time compensatory time for each week the employee is required to remain "on-call". Response to phone calls that exceed ten (10) minutes or calls that require the employee to remain vigilant in his responsibility to the City, but not leave home for greater than 10 minutes will be compensated to the nearest ¼ hour at the overtime rate.

Whenever an employee is required to report to duty when not scheduled on a holiday, the employee will receive an additional single payment of \$70 on that holiday. The \$70 payment doesn't apply to any person required to do rounds at the treatment plants on a holiday.

ARTICLE 14 - COMPENSATION

14.1 Salaries - Salaries shall be paid in accordance with the schedule attached hereto as Appendix A.

Effective July 1, 2017, the salary schedule shall be adjusted at Step 1 by two percent (2%) with percentage increments to remain the same through the steps.

Effective July 1, 2017, the Accounting Clerk and Sr. Utility Maintenance Workers will be moved Range 11.

Effective July 1, 2018, the salary schedule shall be adjusted at Step 1 by two percent (2%) with percentage increments to remain the same through the steps.

Effective July 1, 2019, the salary schedule shall be adjusted at Step 1 by two percent (2%) with percentage increments to remain the same through the steps.

14.2 Merit Increases - After completion of each year of service, employees shall become eligible for merit increases in salary as specified in the classification and salary schedule. The Department Head shall determine whether or not the employee's performance merits a salary increase. Only those employees who have consistently performed acceptable work and have mastered all skills required in their job description will be eligible for merit increases.

14.3 Monthly Rate - Employees in step grade positions shall be paid on a monthly rate basis established for the full-time work week. Department Heads may start a new employee at the second or third step in the existing salary schedule, provided prior experience in a similar job description at any place of employment justifies such action.

Annotation: This section was changed in 1999, because the hourly rate is set by bargaining by applying the formula mentioned in the overtime section. Additionally, the City Manager has authority to approve a Department Head recommendation on placement on the schedule.

14.4 Overtime - Overtime pay or compensatory time off shall be granted to any employee who works in excess of their regularly scheduled work week, and shall be computed at a rate of one and one half (1½) times that employee's hourly pay rate. Hourly pay rates shall be computed by multiplying the employee's monthly rate by 12 and dividing that by 2080. Overtime shall be authorized only upon prior approval of the Department Head. Every employee who requests credit for overtime worked must do so in writing on an "Overtime Pay Request" form provided by the department, and must list the date and hours worked, and the reason the overtime was necessary.

Employees may choose whether their overtime compensation will be received in the form of pay or compensatory time off so long as their accrual of compensatory time does not exceed 80 hours. Overtime will be figured to the nearest one-quarter (1/4) of an hour. Employees may cash-out up to 80 hours of their accrued compensatory bank once annually. Request for cash-out must be received by November 23rd each year and will be paid in the November 30th paycheck.

Annotation: This section was modified in 1999, to correct how the City was actually determining the hourly rate and to remove redundant language regarding approvals. These modifications do not represent any change in the application or meaning of the section. The maximum accrual of compensatory time was increased from 40 to 80 hours.

14.5 Callback - Employees shall receive a minimum of two (2) hours of overtime compensation when called back to work on their off-duty time. A return to work shall not be considered a callback if annexed within two (2) hours of the beginning of their shift.

14.6 Pyramiding - Compensation shall not be paid twice for the same hours.

14.7 Pay Period - The pay period is defined as the period of compensation that begins the 24th of a month and ends on the 23rd day of the following month.

14.8 Pay Day - All employees will be paid twice monthly as established by the Finance Department.

14.9 Training - Members shall receive straight time compensatory time for attendance of training during their off-duty time. Such credit shall not exceed 40 hours per fiscal year, and shall be given only for those classes approved in advance by the Department Head. Any member with accumulated "training compensatory time" at the time of final job termination shall be monetarily compensated at their straight time rate for such accumulated time, not to exceed 40 hours. All required training and travel to and from will be considered regular work hours.

Travel time for voluntary training will not be paid for.

Annotation: This section was changed in 2002 to clarify that required training and travel will be paid as regular hours. Travel time will only be paid if the training is conducted outside the City.

14.10 Reimbursement for College Courses - The City will pay the cost of tuition and books for college or adult education courses taken by City employees, provided:

- a) The employee obtains prior approval from the Department Head to take the course.
- b) The cost of tuition and/or books is not paid for through some other funding such as Veteran's benefits or a school grant.
- c) The employee successfully completes the course with a grade of "C" or better. If tuition and books have been paid by the City in advance and an employee fails to complete the course or receives a grade below "C", the employee shall repay the City through payroll deduction. Receipts for books and tuition and proof of satisfactory completion of the course must be approved by the Department Head and submitted to the Finance Department upon completion of each course. Funding will be provided by the appropriate Department.

A record of college courses successfully completed shall be maintained in the employee's personnel records.

Nothing in this Section should be construed to imply that the City is responsible for the costs of an employee's college education.

In the event the employee has continuous service after the completion of the course for a period of one (1) year with the City, the City shall not deduct any reimbursements for courses made by the City from the employee's final paycheck. In the event, however, the employee leaves the employment of the City before the completion of one (1) year after completion of the course, the City shall deduct the amount of its reimbursements from the employee's final paycheck.

Disapproval of reimbursement shall not be subject to the grievance procedure.

14.11 Work Out of Class - Employees assigned the duties of a higher paid position shall receive compensation at five percent (5%) above their current regular rate of pay for all hours worked, as long as

the assignment is for 40 continuous hours. When this occurs, the employee will be paid for all hours worked in the continuous assignment.

Annotation: This section was added in 1999, to provide compensation for employees that are required to work out of class for an extended period of time. The City agreed it would not manipulate hours to avoid the extra compensation specified in this section.

14.12 Incentive Program - The City will determine what incentives are appropriate and how many employees may qualify. Although the City will consult with employees regarding options, the City will make final determinations as to the need for incentives and the dollar amounts so assigned. This program will include clerical employees. The maximum incentive any one employee can receive is \$300 per month.

Any incentive payments for part-time employees will be pro-rated based on hours paid.

14.13 Retirement - The City will pick-up the employees' portion of the retirement contributions in accordance with PERS guidelines and protocol.

14.14 Uniform and Boot Allowance – Effective May 1, 2017, the City shall provide each employee with a \$375 uniform allowance on July 15th pay period. The City will continue to provide City logo t-shirts and safety gear for Public Works employees. This provision eliminates any work clothing or footwear reimbursements.

ARTICLE 15 - FRINGE BENEFITS

15.1 Medical/Dental Insurance - The City shall provide and pay the full premium for medical and dental insurance, for all employees in the bargaining unit and their dependents.

In addition to the medical and dental insurance premium, the City will contribute 1/12th of the insurance plan's deductible per month to each employee's Health Reimbursement Account.

This agreement does not guarantee any benefit levels for the medical or dental plans. The City's only obligation under this contract is to contribute the agreed upon premiums to a medical and dental plan that is substantially comparable to the plan in effect January 1, 2017 and agreed upon city-wide. To this end, the City will continue to maintain a city-wide insurance committee that will make decisions regarding any changes to future plan options. In any event, if consensus cannot be achieved by the city-wide insurance committee, it will be the City's responsibility to select a plan that is substantially comparable to the plan in effect January 1, 2017.

15.2 Life Insurance - The City agrees to provide 24-hour Life and Accidental Death and Dismemberment insurance for the employee in the amount of \$30,000.

ARTICLE 16 - WORK STOPPAGE PROHIBITED

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join any strike, work stoppage, slowdown, picketing or any other concerted restriction of work, nor honor any picket lines while on duty, at any location in the City during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article.

ARTICLE 17 - SAVINGS CLAUSE

In the event any article, section, or portion of this Agreement shall be held invalid and unenforceable by an opinion of the Attorney General of the State of Oregon, or by a court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately 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, except those remaining provisions which are so essentially and inseparably connected with, and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts, and the remaining which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

ARTICLE 18 - DURATION

This agreement shall be effective as of the day of its signing by both parties or May 1, 2017, whichever is later, and shall remain in effect through April 30, 2020. The agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor agreement by January 1 of the expiring year of the agreement.

IN WITNESS WHEREOF, the parties set their hands this 10 day of April, 2017.

For the City



Chris Workman
City Manager

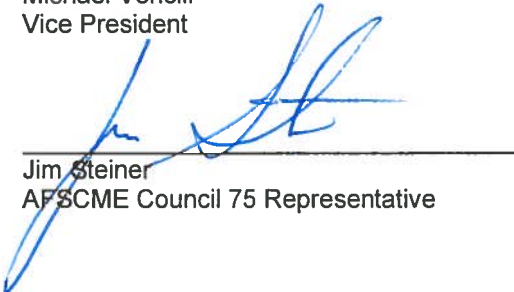
For the Union



Brianna Harwood
President



Michael Vencill
Vice President



Jim Steiner
AFSCME Council 75 Representative

APPENDIX A - Salary Schedules

The City will pay a 2% incentive to any Sr. Utility Maintenance Worker who maintains a level 3 water treatment certification.

The City will pay a 2% incentive to the Water/Wastewater Operator who maintains a level 3 water treatment certification.

July 1, 2017 - 2%						
	1	\$2,281	\$2,395	\$2,514	\$2,640	\$2,772
Custodian/Caretaker	2	\$2,395	\$2,515	\$2,640	\$2,772	\$2,911
	3	\$2,514	\$2,640	\$2,772	\$2,911	\$3,056
	4	\$2,640	\$2,772	\$2,910	\$3,056	\$3,209
	5	\$2,772	\$2,911	\$3,057	\$3,209	\$3,370
	6	\$2,912	\$3,058	\$3,211	\$3,371	\$3,540
Office Specialist	7	\$3,057	\$3,210	\$3,370	\$3,539	\$3,716
	8	\$3,209	\$3,369	\$3,538	\$3,715	\$3,900
Utility Maintenance Worker	9	\$3,370	\$3,539	\$3,716	\$3,901	\$4,096
	10	(eliminated)				
Accounting Clerk*						
Sr. Court Clerk*						
Sr. Utility Maintenance Worker*	11	\$3,538	\$3,715	\$3,901	\$4,096	\$4,301
	12	\$3,716	\$3,902	\$4,097	\$4,302	\$4,517
Water/Wastewater Operator	13	\$4,058	\$4,260	\$4,473	\$4,697	\$4,932
Sr. Water/Wastewater Operator	14	\$4,261	\$4,474	\$4,697	\$4,932	\$5,179

*Utility/Court Clerk title was changed to Sr. Court Clerk effective May 1, 2017.

*Accounting Clerk moved from Range 10 to Range 11.

*Sr. Utility Maintenance Worker moved from Range 10 to Range 11.

July 1, 2018 - 2%						
	1	\$2,327	\$2,443	\$2,565	\$2,693	\$2,828
Custodian/Caretaker	2	\$2,443	\$2,565	\$2,693	\$2,828	\$2,969
	3	\$2,564	\$2,692	\$2,827	\$2,968	\$3,117
	4	\$2,693	\$2,827	\$2,969	\$3,117	\$3,273
	5	\$2,827	\$2,969	\$3,117	\$3,273	\$3,437
	6	\$2,970	\$3,119	\$3,275	\$3,438	\$3,610
Office Specialist	7	\$3,118	\$3,274	\$3,438	\$3,610	\$3,790
	8	\$3,273	\$3,437	\$3,609	\$3,789	\$3,979
Utility Maintenance Worker	9	\$3,437	\$3,609	\$3,790	\$3,979	\$4,178
	10	(eliminated)				
Accounting Clerk Sr. Court Clerk Sr. Utility Maintenance Worker						
	11	\$3,609	\$3,789	\$3,979	\$4,178	\$4,386
	12	\$3,790	\$3,980	\$4,179	\$4,388	\$4,607
Water/Wastewater Operator	13	\$4,139	\$4,346	\$4,563	\$4,792	\$5,031
Sr. Water/Wastewater Operator	14	\$4,346	\$4,564	\$4,792	\$5,031	\$5,283

July 1, 2019 - 2%						
	1	\$2,374	\$2,492	\$2,617	\$2,748	\$2,885
Custodian/Caretaker	2	\$2,492	\$2,616	\$2,747	\$2,885	\$3,029
	3	\$2,615	\$2,746	\$2,883	\$3,028	\$3,179
	4	\$2,747	\$2,884	\$3,028	\$3,180	\$3,339
	5	\$2,884	\$3,028	\$3,179	\$3,338	\$3,505
	6	\$3,029	\$3,181	\$3,340	\$3,507	\$3,682
Office Specialist	7	\$3,180	\$3,339	\$3,506	\$3,682	\$3,866
	8	\$3,338	\$3,505	\$3,681	\$3,865	\$4,058
Utility Maintenance Worker	9	\$3,506	\$3,681	\$3,865	\$4,058	\$4,261
	10	(eliminated)				
Accounting Clerk Sr. Court Clerk Sr. Utility Maintenance Worker						
	11	\$3,681	\$3,865	\$4,059	\$4,261	\$4,474
	12	\$3,866	\$4,059	\$4,262	\$4,475	\$4,699
Water/Wastewater Operator	13	\$4,222	\$4,433	\$4,655	\$4,887	\$5,132
Sr. Water/Wastewater Operator	14	\$4,433	\$4,655	\$4,887	\$5,132	\$5,388