

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF SCAPPOOSE

and the

CITY OF SCAPPOOSE EMPLOYEES

LOCAL 1442-1

AFSCME COUNCIL NO.75

AFL-CIO

July 1, 2016 – June 30, 2019

PREAMBLE

This Agreement is made and entered into by and between the City of Scappoose, Scappoose, Oregon (hereinafter the City) and City of Scappoose Employees, Local 1442-1, American Federation of State, County and Municipal Employees, Council No. 75, AFL-CIO (hereinafter the Union).

ARTICLE 1. RECOGNITION

1.1 Unit Description

The City recognizes the Union as the sole and exclusive bargaining representative for all employees of the bargaining unit for the purpose of establishing salaries, wages, hours, fringe benefits and working conditions as governed by ORS 243.650. This unit shall be referred to as the General Employees Unit and shall consist of all employees of the City excluding supervisory employees, confidential employees, Police Guild employees, temporary employees working less than one thousand forty (1040) hours in a calendar year, and all employees that regularly work less than twenty (20) hours in a workweek.

1.2 Classification Changes

The City shall notify the Union of its decision to change any of the classifications as covered by this Agreement. If the successor classification is not significantly changed or duties significantly increased from the existing classification, the classification shall be automatically recognized as a part of this Agreement.

1.3 New Classifications

When a new classification within the bargaining unit is created by the City or an existing classification is significantly changed, the City shall forward such new classification and wage scale to the Union. The Union shall have ten (10) days to request bargaining on the wage scale. In any event, the City shall not be precluded from implementing the new classification or change.

ARTICLE 2. MANAGEMENT RIGHTS

The City shall retain all rights and prerogatives not expressly waived or diminished by this labor agreement. The use of any such management right or prerogative shall be at the sole discretion of the City unless otherwise controlled by this Agreement.

Without limitation, but by way of illustration, the functions and rights of the City shall include the right to direct and supervise all operations, functions and policies in City departments; to determine the need for a deduction or increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures; to assign and distribute work; to assign shifts, workdays, hours of work and work locations; to introduce new duties and to revise job classifications and duties within the unit; to determine the qualifications of new employees; to discipline an employee for cause; to determine the need for additional educational courses,

training programs, on-the-job training, and cross-training; to determine the need for overtime and the classifications to work such overtime.

ARTICLE 3. UNION SECURITY

3.1 Dues Check-off

The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments, once each month, from the pay of those employees who have authorized such deductions in writing. The City agrees to make payroll deductions from the pay of those employees who wish to participate in such voluntary plans as are approved by the Union.

3.2 Fair Share

The City will deduct the uniformly required Union dues for non-members represented by the Union. Such uniformly required Union dues shall be determined by the Union, in accordance with statutory and constitutional requirements. It is further agreed, that should an employee that is a non-member object to fair share payments required by this section and consequently files legal action against the Union or the City because of such payments, the City will not be obligated to collect such fair share payments from the employee until such time as the legal action is resolved.

3.3 Religious Exemption

The provisions of ORS 243.666 (1) shall apply to any employee preferring non-association with the labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member.

3.4 Hold Harmless

The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings, or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of the application of this ARTICLE. In the event any decision is rendered by the highest court having jurisdiction that this ARTICLE is invalid and/or that reimbursement of the monthly service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

3.5 Employee List

Upon request of the Union, the City will furnish a list of current employees and those that have terminated within thirty (30) days.

3.6 Payments

All such payments specified in this ARTICLE shall be mailed in accordance with the Union's request unless otherwise specified.

ARTICLE 4. HOLIDAYS

4.1 Designated Days

All employees shall be entitled to the following holidays with pay:

- a. New Year's Day
- b. Martin Luther King, Jr. Birthday
- c. Presidents' Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans' Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas Day
- l. One (1) Personal Day

Whenever a holiday noted in this section falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Holidays which occur during a scheduled vacation shall not be charged against such leave.

4.2 Holiday Work

Employees that work on a recognized holiday shall be paid one and one-half (1½) times their regular rate of pay, plus their normal pay as specified in 4.3.

4.3 Holiday Pay

Employees shall receive pay for their normally scheduled hours for each holiday listed above, except for the personal day. The personal day will be compensated in accordance with 4.4 below.

4.4 Personal Day

Full-time employees shall receive eight (8) hours for their personal day. Part-time employees shall receive prorated hours based on their regular weekly hours. Upon mutual agreement of the employee and the affected supervisor, a personal day may be scheduled at any time during the fiscal year. Such leave shall not be carried over to another fiscal year unless authorized by the department head. If a carryover is not allowed the City shall pay the employee for the hours left on the books at their regular rate of pay.

4.5 Pyramiding

Compensation provided in this article shall not be pyramided with any other form of compensation.

ARTICLE 5. VACATION LEAVE

5.1 Accrual

All full-time employees shall accrue vacation leave at the following rate:

- A. Hire date through the end of the third year of continuous employment - twelve (12) days' annual leave. However, employees in their first year of employment will not earn vacation pay until their first year has been completed.
- B. Beginning of the fourth year through the end of the sixth year of continuous employment - fourteen (14) days' annual leave.
- C. Beginning of the seventh year through the end of the tenth year of continuous employment - seventeen (17) days' annual leave.
- D. Beginning of the eleventh year through the end of the sixteenth year of continuous employment - eighteen (18) days' annual leave.
- E. Beginning of the seventeenth year to the end of the nineteenth year of continuous employment - twenty (20) days' annual leave.
- F. Beginning of the twentieth year to the end of the twenty-first year of continuous employment - twenty-two (22) days' annual leave.

Vacation leave shall not accrue during any unpaid leaves.

Part-time employees will earn vacation leave on a pro-rata basis.

5.2 Death or Termination

In the event the employee dies or terminates their employment, the City shall pay to the employee or their beneficiary the full amount of unused accrued vacation leave at their regular rate of pay. Such payment shall occur if the employee has completed one (1) year of employment.

5.3 Maximum Accrual

Employees may accrue up to two hundred (200) hours of vacation leave. Any accrual beyond two hundred (200) hours shall be lost unless such loss is a direct result of an employee having a scheduled vacation canceled at the insistence of the City. The City shall give employees thirty (30) days' written notice of possible loss of vacation accrual.

5.4 Scheduling

Department supervisors shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements facing the department. Employees shall have the right to choose either a split or entire vacation upon the department supervisor's approval. Scheduled vacations may be canceled or rescheduled in the event of a bona fide emergency.

ARTICLE 6. SICK LEAVE

6.1 Accrual

All full-time employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of employment, or at the rate of 1 hour of sick leave for every 30 hours actually worked, whichever is greater. Sick leave shall not accrue during any leave without pay. Employees may accumulate sick leave to a maximum of nine hundred twenty (920) hours.

6.2 Personal Use

Full-time employees may utilize sick leave in the event of a legitimate illness (mental or physical), injury, quarantine order by a physician, or dental and medical appointments (employees shall attempt to schedule any reasonable foreseeable leave, such appointments, during non-duty hours).

6.3 Family Use

Employees may utilize sick leave to provide care for members of their family in conformance with OFLA (including bereavement leave) and FMLA, or for care of a family member with a legitimate illness (mental or physical), injury, quarantine order by a physician, or dental and medical appointments. In the event of a death in an employee's family member, upon request, an employee will receive up to three (3) days of paid leave, and these three (3) days will be in addition to the employee's sick leave accrued under section 6.1 above. For the purpose of this section, a family member shall be defined by OFLA.

6.4 Notification

When the use of sick leave is not reasonably foreseeable and an employee is unable to report for work for any of the above reasons shall notify their immediate supervisor at least one (1) hour, if feasible, before the beginning of their work shift. In the event that the supervisor cannot be reached, the employee shall notify City Hall.

6.5 Abuse

Abuse or fraudulent use of the sick leave privilege shall be cause for discipline up to and including discharge.

6.6 Retirement

An employee, when they retire from the City with five (5) years continuous service or more and is fifty-five (55) years of age or older shall be able to credit all outstanding sick leave for the purchase of City provided or PERS provided medical coverage for them and their dependent until their sick leave fund is used up. Dollar value of sick leave is calculated pursuant to total hourly taxable income per compensation schedule at time of retirement, multiplied by hours of sick leave accrued.

6.7 Donation of Sick Leave

An employee having accumulated sick leave may transfer up to forty (40) hours per fiscal year of the employee's accumulated sick leave to any other employee, whether in or out of the bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled, if the employee transferring sick leave will have no less than one hundred sixty (160) hours of sick leave after donation. Sick leave contributions may be made only in units of whole days. Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this contract. The donation requires submission to the City Manager for approval documenting the need for the donation and the recipient.

ARTICLE 7. HEALTH AND WELFARE

7.1 Health and Welfare

The City shall provide and maintain at employee option, either: LOC Trust Medical Plan V-A (\$100 deductible, \$300 per family), PPP Benefit Option, Dental Plan III, the UCR Vision Plan; or the Kaiser Permanente HMO through December 31, 2017. The City shall provide and maintain; and long term disability and life insurance or any substantially comparable plans for the life of this agreement. Health care premiums will be treated as follows:

1. The City will pay one hundred percent (100%) of the employee only health premiums and employees will pay twelve percent (12%) of health insurance premiums for each additional family member, with the balance, eighty-eight percent (88%), paid by the City. Employee contributions will be made by payroll deduction.

The City will continue to maintain an IRS Plan 125.

7.2 Health Care Benefits Committee

During the term of this Agreement, the City will maintain a Health Care Benefits Committee consisting of City management and employee representative, with at least one representative from each union. Management representation on the committee shall not exceed non-management representation. The Health Care Benefits Committee shall be charged with evaluating health insurance coverage options that will provide comparable coverage at less cost. The parties agree to give strong consideration to any recommendation made by the committee. Upon receipt of the Committee's recommendation, the City shall serve written notice upon the Union and the parties shall bargain in good faith the Committee's recommendation and any proposed amendments to the Agreement.

The parties reserve their rights to make proposals of their own during the bargaining process and shall bargain in good faith on proposals and recommendations made.

7.3 Workers' Compensation

After the first month of time-loss due to an accepted workers' compensation claim, employee shall cease accruing vacation and sick leave. Accruals will resume when the employee returns to work pursuant to a valid medical release.

7.3.1 Option to Accept City Paycheck in Lieu of Workers' Compensation Check

Upon acceptance of a workers' compensation claim for an on-the-job injury, employee may receive time-loss payments from the workers' compensation insurance carrier. Employee may choose to keep the workers' compensation check and receive no extra compensation from the City, or employee may turn in the workers' compensation check and receive a full paycheck with no deductions from the employee's leave banks for up to six (6) months. The City will maintain the existing insurance for six (6) months.

7.3.2 Compensation when Accepted Claim Does Not Generate Time-Loss Payments

When on-going treatment of an accepted claim for an on-the-job injury requires employee to leave work for less than four (4) hours per work day, employee will not receive, and therefore will not be able to turn in, a time-loss check pursuant to Section 7.3.1. In such circumstances, the City shall grant employee the necessary time off to receive medical treatment with no deduction from employee's leave banks for up to six (6) months.

7.4 Health Care Reopener

There shall be a reopener on the issue of health care coverage upon the occurrence of: (1) receipt of a recommendation from the Health Care Benefits Committee; or, (2) increase in the employee's contribution rate towards health insurance, which is greater than six percent (6%).

Upon the occurrence of either 1 or 2 above, the City shall give written notice to the Union to begin bargaining changes in health care coverage for effect after the next August 1 of the contract term.

ARTICLE 8. HOURS

8.1 Workweek

The workweek shall begin on Sunday and continue through Saturday. Employees will normally be scheduled to work forty (40) hours in a workweek. The workweek shall normally consist of five (5) consecutive work days with eight (8) consecutive hours and two (2) consecutive days off or four (4) consecutive workdays with ten (10) consecutive hours and three (3) consecutive days off.

For any additional positions/employees hired after July 1, 2016, the City may establish alternative work days provided the alternative work days are set forth in the announcement for the position. Additionally, current employees may request to be assigned to the alternative work days listed in the new position announcement during the internal posting period. In the event an employee hired

before July 1, 2016 is selected for a position posted after July, 1 2016, the employee may accept the position and the employee may elect to maintain the work days if the new position is the same classification series as prior position.

Treatment Plant Operators who are directed to work on weekends will continue to rotate weekend duties. The employee who performs weekend duty will be able to choose time off during the same work week to avoid working more than forty (40) hours within the same work week. For example, an employee scheduled to work four (4) hours on Sunday and four (4) hours on Saturday, will be permitted to reduce his scheduled hours between Monday and Friday to thirty-two (32) hours that work week, and she/he shall inform her/his supervisor of the schedule before the start of the work week.

8.2 Work Schedule

The City shall notify employees of any proposed change in work schedule time at least seven (7) days prior to the effective date of the change, except in the case of an emergency.

8.3 Rest Periods

All employee work schedules shall provide for a fifteen (15) minute rest period during each half shift. Rest periods shall be scheduled at the middle of each half whenever feasible. Employees that are required by the employer to work at least two (2) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period.

8.4 Meal Period

All employees shall be granted a lunch period of sixty (60) minutes during each workday. The meal period shall be scheduled as near to the middle of the shift as is feasible. The meal period shall be unpaid.

8.1 Call Back

Any employee called to work, outside of their regularly scheduled shift, shall be paid for a minimum of two (2) hours at the rate of double time. Employees who volunteer to be called to work outside of their regular scheduled shift and offered Call Back work shall sign up for the Call Back List, which shall be based on seniority. In the event volunteer Call Back List has exhausted, employees may be called back based on reverse seniority.

8.6 On-Call

Each Water and Wastewater Treatment Plant Operator Level I or above may be required to be on-call for a one (1) week period on a rotational basis and such on-call period shall include weekend duties.

While on-call, the employee will be provided a cellular phone or other device so they will have freedom of movement and will be able to be reached with the least inconvenience to both parties. In the event an on-call employee has to leave the immediate area and could not make a reasonable

response if an incident arose, the employee must have another employee cover for him and inform the supervisor

If called to respond to an incident and the employee is required to return to work immediately to resolve the reason for the call, the employee may be eligible for Call Back pay pursuant to 8.5. If called to respond to an incident and the employee is able to resolve the reason for the call remotely, without returning to work, the employee will be compensated a minimum of thirty (30) minutes at the regular rate of pay. If the employee responds to more than one incident within the same thirty (30) minute period, the employee shall be compensated for thirty (30) minutes.

Employees assigned to be on-call will be compensated two hundred dollars (\$200) for every week they are so assigned. The compensation for being on-call is separate and apart from the compensation that is received for any call-back that is necessary.

ARTICLE 9. LEAVE OF ABSENCE

9.1 Without Pay

A full-time employee may be granted a leave of absence without pay for a period not to exceed twelve (12) months. Requests for leave without pay shall be in writing. The City will grant leaves based on personnel requirements and the nature of the request. The decision of the City to grant or deny a leave without pay shall not be subject to the grievance procedure.

The City Manager will evaluate individuals on a case by case basis. He/she will determine whether or not the leave is detrimental to the safe, efficient operation of the City. The City Manager's decision shall be final and binding and is not subject to the grievance procedure.

Employee shall reimburse the City for the cost of any health insurance paid during any period of leave without pay.

9.2 Military Duty

Leave for military requirements shall be granted in accordance with State and Federal statutes.

9.3 Funeral

When an employee serves as a pallbearer or in some other way participates in a funeral ceremony, reasonable time off up to one day to perform such duty shall be granted. Such leave will be charged against accumulated leave as directed by the employee. Leave without pay may also be granted for such time.

9.4 Witness or Jury Duty

When an employee is called for jury duty or is subpoenaed as a witness for court as a result of their official duties with the City, the employee shall not suffer any loss of pay. The employee shall be required to transfer any compensation received for such duty to the City. This shall not include payment for mileage for using a personal vehicle.

ARTICLE 10. PROBATIONARY PERIODS

10.1 New Employees

All new employees shall serve a probationary period of twelve (12) months. During the probationary period the employee may be terminated for any reason and such action shall not be subject to the grievance procedure. Employees on probation may use accrued sick leave and vacation.

10.2 Promotion

Employees promoted or re-classified to a new position shall serve a probationary period of six (6) months. Employees on probation under this section may be demoted for any reason and such action shall not be subject to the grievance procedure. In the event an employee is demoted under this section, the employee shall be entitled to return to their former position.

ARTICLE 11. COMPENSATION

11.1 Pay Periods

Employees shall be paid on the last working day of each calendar month. An employee may request a draw from their monthly salary, up to a maximum of fifty percent (50%) of their net pay, to be paid on the 15th of the month. However, in the event the City contemplates changes in the pay period, the City will give the Union prior notice and adequate time to comment on such proposed changes prior to implementation.

11.2 Overtime

Employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked beyond the normal workday or over forty (40) hours in any one workweek. Overtime shall also be paid in the event a schedule change is made without proper notice as specified in 8.2 Work Schedule. In such event, overtime will only be paid for those hours that are scheduled outside-the-schedule the employee had been working. There shall be no pyramiding of overtime pay.

11.3 Form of Compensation

At the discretion of the department head, overtime hours will be paid in the form of pay or compensatory time. Compensatory time may not accrue above forty (40) hours at any time. Compensatory time off shall be scheduled upon mutual agreement between the employee and the department head.

Effective in 2017, an employee may request to cash out up to twenty (20) hours of compensatory time, once every two fiscal years, provided the employee submits a written request to the Finance Administrator between March 1 and April 15 of that year. However, employees who are experiencing personal financial exigencies (as determined but the City) may request to cash out up to twenty (20) hours of compensatory time at any time. All such request will be granted or denied based on the availability of funds as determined by the City Manager.

11.4 Retirement

For purposes of this Article, “employee” means an employee who is employed by the City on the date the contract is executed and who is eligible to receive benefits under ORS Chapter 238 for service with the City.

Retirement Contributions. On behalf of employees, the City will continue to “pick up” the six percent (6%) employee contribution to the Public Employees Retirement Fund through December 31, 2003. Thereafter, the City will continue to “pick up” a six percent (6%) employee contribution, payable as the law requires. The parties acknowledge that various challenges have been filed which contest the lawfulness, including the constitutionality of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws (“PERS Litigation”). Nothing in this Agreement shall constitute a waiver of the parties’ rights, claims, or defenses with respect to the PERS Litigation and PERS related claims.

Oregon Public Service Retirement Plan Pension Program (“OPSRPPP”) Members.

1. For purposes of this Article, “employee” means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the County for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 733.
2. Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in the program. The employee’s contributions paid by the City under this Article 10.1(B) shall not be considered to be “salary” under Section 1(16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing a OPSRPPP member’s “final average salary” under Section 10 of Chapter 733, Oregon Laws 2003, or “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003

11.5 Salary Schedule

Employees shall be paid in accordance with the classification pay steps.

Effective, July 1, 2016, a Cost of Living Adjustment of two and a half percent (2.5%) will be applied to all wage steps.

Effective July 1, 2017, all employees shall receive a Cost of Living Adjustment of two and a half percent (2.5%).

Effective July 1, 2018, all employees shall receive a Cost of Living Adjustment of two percent (2.0%).

Notwithstanding the increases above, Water Treatment Operator II, Steven Smith, shall be redlined at his current rate of pay until his wage rate comes within the wage steps scale for his position, which is calculated to result in a 2% increase effective July 1, 2017 and a 2% increase effective July 1, 2018.

The table below reflects the wage rate at each step of the wage scale for each job classification, effective July 1, 2016:

| (2.5% COLA) JOB TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------------------|--------|--------|--------|--------|--------|--------|
| OFFICE ADMINISTRATOR I | 15.83 | 16.62 | 17.45 | 18.33 | 19.24 | 20.20 |
| OFFICE ADMINISTRATOR III | 19.25 | 20.21 | 21.22 | 22.28 | 23.40 | 24.57 |
| UTILITY/PARKS WORKER I | 17.87 | 18.76 | 19.70 | 20.69 | 21.72 | 22.81 |
| UTILITY/PARKS WORKER II | 21.29 | 22.35 | 23.47 | 24.65 | 25.88 | 27.17 |
| UTILITY/PARKS WORKER III | 23.46 | 24.63 | 25.86 | 27.16 | 28.52 | 29.94 |
| OPERATOR I | 21.29 | 22.35 | 23.47 | 24.65 | 25.88 | 27.17 |
| OPERATOR II | 23.46 | 24.63 | 25.86 | 27.16 | 28.52 | 29.94 |
| OPERATOR III | 25.88 | 27.17 | 28.53 | 29.96 | 31.46 | 33.03 |
| ASSOCIATE CITY PLANNER | 19.25 | 20.21 | 21.22 | 22.28 | 23.40 | 24.57 |
| CITY PLANNER | 26.77 | 28.11 | 29.51 | 30.99 | 32.54 | 34.17 |

The table below reflects the wage rate at each step of the wage scale for each job classification, effective July 1, 2017:

| (2.5% COLA) JOB TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------------------|--------|--------|--------|--------|--------|--------|
| OFFICE ADMINISTRATOR I | 16.23 | 17.04 | 17.89 | 18.79 | 19.73 | 20.71 |
| OFFICE ADMINISTRATOR III | 19.73 | 20.72 | 21.75 | 22.84 | 23.98 | 25.18 |
| UTILITY/PARKS WORKER I | 18.32 | 19.24 | 20.20 | 21.21 | 22.27 | 23.38 |
| UTILITY/PARKS WORKER II | 21.82 | 22.91 | 24.06 | 25.26 | 26.52 | 27.85 |
| UTILITY/PARKS WORKER III | 24.05 | 25.25 | 26.52 | 27.84 | 29.23 | 30.69 |

| | | | | | | |
|------------------------|-------|-------|-------|-------|-------|-------|
| OPERATOR I | 21.82 | 22.91 | 24.06 | 25.26 | 26.52 | 27.85 |
| OPERATOR II | 24.05 | 25.25 | 26.52 | 27.84 | 29.23 | 30.69 |
| OPERATOR III | 26.53 | 27.86 | 29.25 | 30.71 | 32.25 | 33.86 |
| ASSOCIATE CITY PLANNER | 19.73 | 20.72 | 21.75 | 22.84 | 23.98 | 25.18 |
| CITY PLANNER | 27.44 | 28.81 | 30.25 | 31.77 | 33.35 | 35.02 |

The table below reflects the wage rate at each step of the wage scale for each job classification, effective July 1, 2018:

| (2.0% COLA) JOB TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------------------|--------|--------|--------|--------|--------|--------|
| OFFICE ADMINISTRATOR I | 16.55 | 17.38 | 18.25 | 19.16 | 20.12 | 21.12 |
| OFFICE ADMINISTRATOR III | 20.12 | 21.13 | 22.18 | 23.29 | 24.46 | 25.68 |
| UTILITY/PARKS WORKER I | 18.69 | 19.62 | 20.61 | 21.64 | 22.72 | 23.85 |
| UTILITY/PARKS WORKER II | 22.26 | 23.37 | 24.54 | 25.77 | 27.06 | 28.41 |
| UTILITY/PARKS WORKER III | 24.53 | 25.76 | 27.04 | 28.40 | 29.82 | 31.31 |
| OPERATOR I | 22.26 | 23.37 | 24.54 | 25.77 | 27.06 | 28.41 |
| OPERATOR II | 24.53 | 25.76 | 27.04 | 28.40 | 29.82 | 31.31 |
| OPERATOR III | 27.06 | 28.41 | 29.83 | 31.33 | 32.89 | 34.54 |
| ASSOCIATE CITY PLANNER | 20.12 | 21.13 | 22.18 | 23.29 | 24.46 | 25.68 |
| CITY PLANNER | 27.99 | 29.39 | 30.86 | 32.40 | 34.02 | 35.72 |

Employees shall be eligible for movement through the salary schedule annually on their anniversary date, based upon satisfactory performance. Any denial of an anniversary increase is subject to the grievance procedure.

11.6 Mileage and Per Diem

In the event an employee is required to use their personal vehicle at the direction of the City, the employee shall be reimbursed the I.R.S. rate. In the event an employee's duties take the employee out of the City of Scappoose, the City shall reimburse the employee, upon presentation of receipts, for actual (reasonable) expenses for meals and lodging.

11.7 Boot and Work Clothing Allowance

The City shall provide for all Public Works employees, a three hundred dollar (\$300) boot allowance every twenty-four (24) months for OR-OSHA approved footwear, upon presentation of receipt for purchase by employee, including the cost of shipping and handling.

The City shall provide all field employees, a one hundred and twenty dollar (\$120) pant allowance ever year for utility type pants exclusively used for City work, upon presentation of receipt for purchase by employee, including the cost of shipping and handling.

ARTICLE 12. DISCIPLINE

12.1 Just Cause

No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure. In the event that discipline becomes necessary, the City shall be progressive in its administration unless otherwise deemed appropriate by the severity of the offense.

Every supervisor shall discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action.

12.2 Probationary Employee

This article shall not apply to any employee on probation as defined in ARTICLE 10.

12.3 Imposition

If a supervisor has reason to discipline an employee, the supervisor shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

12.4 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:

- 12.5 The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline.
- 12.6 The employee shall be notified, in writing, of the disciplinary sanctions being considered.
- 12.7 The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.

12.8 The employee shall be notified, in writing, that the employee will be entitled to Union representation at the informal hearing.

12.9 Just Cause Standards

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 the employee's 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, based upon substantial 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 operation.
- 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 13. GRIEVANCE PROCEDURE

13.1 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 supervisor, within ten (10) days 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) days of the employee's 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 the supervisor and seeks further resolution, the employee and/or representative of the Union, within five (5) days of the supervisor's denial, shall file an official grievance with the City Manager and such grievance shall be filed, in writing.

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 City Manager will consider the written grievance and shall meet with the employee and/or a representative of the Union within ten (10) days of its submission in writing. Within ten (10) days of its meeting with employee/Union, the City Manager 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, the Union shall, within ten (10) days of the City Manager's written decision, notify the City Manager the Union is proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within ten (10) days 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.

13.2 Arbitration

The arbitrator shall have no authority to add to, modify, alter or amend any provision of this agreement. The arbitrator's decision shall be final and binding on both parties. Expenses for the arbitrator shall be borne by the losing party, unless the decision of the arbitrator determines a draw. In such instance, expenses shall be equally borne by both parties.

13.3 Time Limits

The time limits specified in this procedure shall be strictly adhered to. In the event the employee or the Union fails to file or proceed with the grievance within the specified time limits, the grievance may only be pursued to Step 2 and the employee/Union shall forfeit their right to arbitrate the dispute and the City's answer at Step 2 shall be final and binding. In the event the City fails to respond in a timely fashion, the grievance shall move to the next step. For the purpose of this article, "days" shall be defined as weekdays (Monday - Friday). Time limits may be waived by mutual agreement.

ARTICLE 14. REDUCTION IN FORCE

Whenever the City determines a reduction in force is necessary, it shall first make every reasonable effort to integrate employees into another department by transfer.

When layoffs are required, seniority shall have first consideration unless the City establishes a bona fide need to retain a less senior employee or if the senior employee is not qualified or cannot handle the job.

Affected employees will be advised of the layoff at least thirty (30) days in advance of the effective date.

ARTICLE 15. NON-DISCRIMINATION

The provisions of this Agreement shall be equally applied to all employees in the bargaining unit without discrimination based on age, marital status, race, color, sex, creed, religion, national origin or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless a bona fide occupational qualification exists. The Union and the City shall share equally the responsibility for applying the provisions of this section. All references to gender in this Agreement shall apply to male and female.

Violations of this article may be protested through the grievance procedure contained herein, but shall not be subject to arbitration.

ARTICLE 16. UNION RIGHTS

16.1 Non-discrimination

The City and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Union membership or 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 serving and carrying out its responsibility to the public.

Violations of this article may be protested through the grievance procedure contained herein, but shall not be subject to arbitration.

16.2 Union Visits

The City agrees that accredited representatives of the Union may, by appointment with the appropriate department head, have reasonable access to the premises of the City and will have limited access to work areas of the bargaining unit employees only. Such visits shall cause no disruption or interruptions of work.

16.3 Bulletin Boards

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. Materials placed on the bulletin boards shall not be derogatory or inflammatory in nature.

ARTICLE 17. SAVINGS CLAUSE

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

ARTICLE 18. FUNDING

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. During the budget cycle the City and Union agree to work cooperatively to resolve any anticipated lack of funding. The parties agree to meet at any time during the budget preparation cycle.

ARTICLE 19. RESIDENCY REQUIREMENT

19.1 Effective July 1, 2016, for employees who are required to be responsive to Call Back, such employees shall live within thirty (30) driving miles of the City Hall for the City of Scappoose.

19.2 Subsection 1 of this Article shall not apply to any employee employed prior to July 1, 2016.

19.3 Employees hired on or after July 1, 2016, into classifications required to be available for call back shall not have to comply with Subsection 1 during the probationary period.

19.4 The City Manager may grant exception and/or exemption to the provisions of this Article for documented personal hardship and/or health care related reasons. A copy of any exemption/exception granted by the City Manager will be provided to the Union President or designee. Once an exemption/exception has been granted the employee receiving the exemption/exception will be grandfathered from the application of this Article for so long as the basis for the exemption continues to exist.

ARTICLE 20. SAFETY COMMITTEE


The Union shall select and the City will approve the appointment of two (2) of its members as a Safety Committee Member. The Safety Committee Member shall serve on the City Safety Committee. The Safety Committee Member shall meet, as requested, with the City Safety Committee to discuss safety issues.

ARTICLE 21. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2016, and shall remain in full force and effect until June 30, 2019.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to February 1 of the expiring year that it desires to modify the Agreement.

For the City:



Michael Sykes, City Manager

Date: 9-14-16

For the Union:



Angela Brown, President

Date: 9-14-16



Andy Chavira, Council Representative
Oregon AFSCME Council 75

Date: 9/13/16