



**THE CITY OF SUTHERLIN**

**AND**

**THE CITY OF SUTHERLIN EMPLOYEES  
LOCAL 1481, AFSCME COUNCIL 75**

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

**July 1, 2017 – June 30, 2020**

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## **PREAMBLE**

This Agreement is entered into between the City of Sutherlin, Oregon, hereinafter referred to as the "City" and the City of Sutherlin Employees Local 1481, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

## **ARTICLE 1 - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all regular full and part-time employees excluding; supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act and Sworn officers in the police department bargaining unit.

## **ARTICLE 2 - GENERAL PROVISIONS**

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

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

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

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

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **Section 1: Management Rights.**

The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to, the right to direct the activities of the departments; the right to determine the levels of service and methods of operation, including subcontracting and the introducing of new equipment; the right to hire, layoff, transfer, and promote; the right to discipline or discharge for just cause; the right to determine work schedules and assign work; and any other traditional management rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

### **Section 2: Uniform Application.**

Any rule, regulation, policy or procedure issued under the Management Rights clause shall be uniformly and equitably applied and enforced to all affected employees who are similarly situated.

### **Section 3: Exercise of Rights.**

The City shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement.



## **ARTICLE 4 - UNION RIGHTS**

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

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

- A. The amount of "fair share in lieu of dues" to be paid by non-members of the Union shall be equivalent to the amount uniformly required of each member of the Union.
- B. The City will deduct Union dues from the wages of such employees. The amount deducted shall be remitted with an itemized statement to the Union monthly, no later than ten (10) days after the payday on which the employee deductions are made.
- C. The rights and responsibilities of employees in regard to dues check off and fair share, as provided in ORS 292.055, shall apply to all employees covered by this Agreement.
- D. The City will not be held liable for check off errors but will make proper adjustments for errors as soon as it is practicable.
- E. Any individual employee objecting to payment of "fair share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will inform the City and the Union of the objection. The employee will meet with representatives of the Union to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.
- F. The Employer agrees to deduct on a monthly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's Public Employees organized to Promote Legislative Equality Voluntary Contribution also referred to as PEOPLE Fund.
- G. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

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

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

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

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

employees shall be certified in writing to the City by the Union. Union to notify City when any change in AFSCME representatives.

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

#### **Section 4: Bulletin Boards.**

The Union shall be allowed a bulletin board for union use, in a designated location in each of the following facilities: City Hall, Public Works Shop, and Wastewater Treatment Plant, or any other mutually agreeable location. The Union shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Union materials.

#### **Section 5: Negotiations.**

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

#### **Section 6: Bargaining Unit Work.**

City employees outside the bargaining unit shall not on a regular basis perform work regularly performed by employees in the bargaining unit which would result in the continuous loss of overtime, standby time or result in the layoff of bargaining unit members. It is understood that non-bargaining unit City employees may perform bargaining unit work from time to time but not on a continuous basis. Nothing in this section is intended to truncate either party's rights under PECBA.

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

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

#### **Section 8: Non Discrimination.**

Employees shall have the right to form join and participate in the activities of employees organizations of their own choosing, for the purpose of representation matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with,

intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

#### Section 9: Orientation of UNION Employees

The CITY agrees to notify the UNION monthly of all new employees hired into bargaining unit positions and to provide reasonable time for the UNION representatives to meet with the new employees.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

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

- a. A grievance is defined as a dispute regarding the meaning or interpretation of this Agreement.
- b. "Day" shall be defined as a working day as provided in Article 2, Section 1.
- c. The City will give prompt consideration to an employee grievance relating to employment conditions and relationships. Every attempt should be made by the City, employee, and/or the Union to resolve the problem at the lowest level of decision-making. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

#### **Step 1.**

The employee shall discuss the grievance on an informal basis with his/her supervisor within ten (10) days from the date the employee knows or should have known of the alleged violation. The employee may have a Union representative assist him in presenting the grievance to his/her supervisor. The employee or the Union may then submit his/her grievance in writing to the department head within five (5) days. The written grievance shall include the following:

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

The department head shall respond in writing within ten (10) from the receipt of the written grievance.

#### **Step 2.**

If the grievance remains unresolved after Step 1, the employee or a Union representative within five (5) days of receiving the written answer in Step 1, may submit the grievance in writing to the City Manager. Within ten (10), the City Manager, or his/her designee shall call a meeting of the parties to discuss the grievance. The City Manager shall give a written answer within ten (10) days from the date of the meeting.

#### **Step 3.**

If the grievance remains unresolved after Step 2, the Union may within five (5) days of receiving the written answer in Step 2, submit a written notice to the City Manager stating their desire to invoke the arbitration procedures set forth in Section 3.

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

The rules governing the grievance procedure shall be as follows:

- a. Any time limits specified in the grievance procedure may be waived by mutual consent of both parties. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.
- b. Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

**Section 3: Arbitration.**

Procedure:

- a. After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of five (5) Oregon arbitrators shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. A coin toss shall determine the choice of striking first or second. The final name remaining shall be the sole arbitrator.
- b. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures. The arbitrator shall have no authority to add to or delete from the terms of this Agreement.
- c. The cost of the arbitrator shall be borne equally by the parties and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be final and binding and in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

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

- a. Disciplinary action, with notice and in writing, shall include only the following: written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon employees other than initial probationary employees, only for just cause. Initial probationary employees are subject to Article 12, Section 2.
- c. Disciplinary action shall normally be progressive. However, the City reserves the right to impose more severe discipline when deemed appropriate under the circumstances, due to the severity of the conduct involved.
- d. If the City has reason to discipline an employee, a reasonable effort shall be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.
- e. Disciplinary action greater than oral reprimand imposed upon an employee may be grieved through the regular grievance procedure.

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

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

### **Section 3: Interviews**

When an employee is interviewed regarding a matter for which the employee believes they could reasonably receive discipline, the City, or their representative shall notify the Employee of his/her rights under Weingarten and Garrity, whichever is applicable.

## **ARTICLE 7 - PERSONNEL FILE**

### **Section 1: Review.**

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

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

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

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

- a. Written reprimands shall be deemed to be stale three (3) years after the issuance of the reprimand in the employee's file. Stale written reprimands shall be removed upon written request of the employee.
- b. Ssuspensions without pay shall be deemed to be stale three years after issuance of the notice of suspension and may not be used for purposes of subsequent discipline, unless the employee receives additional discipline for like offenses at a later date.

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

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

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

In the event anyone other than the City Manager, HR Manager, City Attorney or Department Head request to review an employee's personnel file, the employee shall be notified of the purpose of the request before the review takes place. Immediate supervisors wanting to review their employee's personnel file must make a request to the HR Manager. The HR Manager will make a final determination if the employee needs to be notified before a review of the Employees file takes place. To the extent possible personnel files will be reviewed within the Human Resource Manager's office. Disputes concerning access to personnel file materials shall be referred to the City attorney for recommendation.

## **ARTICLE 8 - POSTING AND FILLING OF VACANCIES**

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

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

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

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

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

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

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

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

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

Nothing in this article is intended to circumvent the layoff and recall process in this agreement as outlined in Article 13.



## **ARTICLE 9 - HOURS OF WORK**

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

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

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

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

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

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

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

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

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

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

### **Section 5: Alternate Work Schedules.**

- a. In the event the City initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, per section 2 of this article the City shall include with the notice an explanation of any changes in overtime calculations. It is agreed that in no event shall an employee be required

to work more than forty (40) straight time hours in the workweek. This provision does not prevent the City during periods of emergency from requiring employees from working overtime or outside of regularly scheduled work hours.

- b. An employee may submit a written request to his/her supervisor for a permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.
- c. When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.
- d. Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and his/her decision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 10 - CALL BACK / ON CALL**

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

An employee called back to work outside a scheduled shift shall be paid for a minimum of two hours overtime. For the purposes of this policy, the call back must have occurred at least one-half hour before or after the end of the employee's regularly scheduled shift or the overtime shall be deemed an extension of the work day. Call back does not apply when an employee is held over at the end of the employee's shift. This policy applies to emergency situations or events that were not scheduled prior to the end of the employee's preceding shift.

### **Section 2: On Call Time**

From time to time, emergencies arise in Public Works or other departments. The City needs to be able to respond to such emergencies for the safety and protection of its systems and the citizens of the City. Therefore, the City will require Public Works and other designated departments to have someone "on call" during non-working hours. The employee (or employees) assigned to be "on call" will be determined by the Superintendent, Supervisor or their designee.

The assigned employee shall carry and respond to a cell phone or pager while on call. The City requires an employee who is assigned to be on call to be able to respond by telephone within 15 minutes of a call and to be on site within 30 minutes of receiving the call. Consumption of alcoholic beverages is forbidden while on call.

An employee who is assigned to be on call will receive compensation at a flat rate of \$25 for each 8 hour shift covered. For regularly scheduled days of work this amount would be \$50 and \$75 for each weekend day. An employee who is called into work while on call will be paid for hours actually worked at the employee's appropriate rate of pay. Such pay will be in addition to any on call pay.

## **ARTICLE 11 - OVERTIME/COMPENSATORY TIME**

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

For eligible non-exempt employees overtime shall be compensated at the rate of time and one-half (1.5) for the time worked at the direction of the City in excess of the regularly scheduled eight (8) or (10) hour work day or when hours worked exceed forty (40) hours in a work week.

Hours worked shall include paid holidays, vacation, and compensatory hours which are authorized and scheduled in advance in accordance with Departmental business needs. Sick leave hours will not count as hours worked in overtime calculation.

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

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

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

Compensatory time off instead of cash compensation may be granted by employee's supervisor at the request of the employee; at the same rate they would otherwise receive overtime compensation. That is, for eligible employees, compensatory time is earned at the rate of one and one-half (1 ½) hours for each overtime hour worked.

FLSA non-exempt employees may accumulate up to a maximum of fifty (50) hours of compensatory time. Employees with a balance of fifty (50) hours of compensatory time will be automatically paid in cash for any and all overtime earned in excess of fifty (50) hours.

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

## **ARTICLE 12 - SENIORITY AND PROBATION PERIOD**

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

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

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

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

All new appointments shall be subject to an initial probationary period. Initial probationary periods shall be (12) consecutive months of service.

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

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

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

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

## **ARTICLE 13 - LAYOFF AND RECALL**

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

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

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

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

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

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

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

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

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

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

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

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

An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority. Employees recalled within twelve (12) months of their date of layoff shall be recalled in inverse order of layoff. No new employees shall be hired for work until laid off employees who are qualified for the position have been offered an opportunity to return to work, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment and report as directed. The employee shall have two (2) weeks to report if employed elsewhere. If the employee does not accept the recall or report to work within the times specified, the employee will lose all recall rights and other seniority.

## **ARTICLE 14 - ACTING IN CAPACITY**

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

When employees are assigned acting in capacity by the Department head in writing to work in a classification with a higher rate of pay, for one (1) week or more, the employee shall receive the higher rate of pay for the time worked in that classification. The employee shall receive the first step in the higher classification that would be greater than his current rate of pay but not less than five (5%) percent.

If the City is aware of a long term Acting in Capacity assignment, the Department Head will meet with the impacted employee(s) and craft a memorandum of understanding as to the agreement that does not conflict with the terms of this article.

### **Section 2: Range of Duties.**

In order to receive Acting in Capacity pay, the employee must be assigned the full range of duties and have full authority and responsibilities of the position he/she is filling, except discipline for union members. For the purposes of this provision an employee who is assigned more than 50% of the duties is considered to be working the "full range of duties" with "full authority and responsibilities".

## **ARTICLE 15 - PROTECTIVE CLOTHING & EQUIPMENT**

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

The City agrees to provide protective clothing in compliance with OR-OSHA standards and other necessary clothing or equipment as required by the City.

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

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



## ARTICLE 16 - VACATION

### Section 1: Description.

The City shall provide vacation leave for regular full and part time employees working a minimum of 24 hours/week.

### Section 2: Vacation Accrual.

Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Employees shall accrue vacation each month at the following rates:

1st – 3rd year of employment	6.67 hrs monthly / 80 hours per year
4th – 7 <sup>th</sup> year of employment	10.00 hrs monthly / 120 hours per year
8th – 12th year of employment	13.34 hrs monthly / 160 hours per year
13th year and after	16.67 hrs monthly / 200 hours per year

Vacation accrual for part-time employees will be calculated based upon the budgeted full time equivalency (FTE) for the position as follows and also based on the years of service:

FTE	Prorated Benefit
.6 – .79	75%
.8 – 1.0	100%

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

### Section 3: Trial Service Employees.

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

### Section 4: Maximum Carryover.

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

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

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

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

### **Section 6: Cash Out.**

An employee who terminates employment with the City prior to completion of their first six (6) consecutive months of employment shall not be entitled to payment for accrued vacation leave hours. Those employees, who have completed six (6) consecutive months of employment and separate from city employment, shall be entitled to payment for any unused accrued vacation leave hours. The last day an employee works shall be his/her date of termination. An employee shall not be allowed to extend his/her termination date by utilizing accrued leave hours. An employee shall not receive payment for more than the maximum accumulation allowed. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.

## **ARTICLE 17 - SICK LEAVE**

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

Full time employees shall accrue eight (8) hours of sick leave per month. Part time employees shall accrue sick leave at a prorated rate of full time employees. The prorating will be based on the number of hours each part-time employee is scheduled to work. Unused sick leave may accrue up to 2000 hours for eligible full-time employees and up to 1500 hours part-time career employees working an average of half-time or more, but less than full-time.

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

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

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

For use of sick leave, the employee must notify the immediate supervisor as soon as reasonably possible, normally, at least one (1) hour prior to the beginning of his or her work shift. If the need for sick leave extends beyond the original time off notice, the employee must keep the supervisor informed. In any event, absences of five days or more may require a physician's statement as determined by the supervisor or the HR Department.

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

All employees are covered for illnesses or injuries on the job under the state Workers' Compensation law. When an employee must take time off for reason of an occupational disability, illness, or injury, the employee shall receive Workers' Compensation in accordance with state law. When an employee suffers a compensable on-the-job injury, the employee is eligible to receive, for a period of twelve (12) months (365 calendar days), an injury leave supplement equal to the difference between the workers compensation program payments and the employee's regular net pay. The source of these payments is the sick leave accruals of an employee. If an employee does not have sufficient sick leave accrued, the City is not obligated to pay the difference between the workers compensation program payments and employees regular net pay. No employee shall suffer a loss in benefits under this agreement when injured on the job. The sick leave donation program does not apply to on the job injuries.

**Section 4: Sick Leave Donations.**

In the event an employee is out of all accumulated leaves due to illness or injury, he/she may receive transfers of donated sick leave from their co-workers in accordance with the City's Sick Leave Donation Policy.

**Section 5: Retirement**

Upon retirement, an employee's total accumulated unused sick leave will be reported to PERS.

## ARTICLE 18 - HOLIDAYS

### Section 1: Observed Holidays.

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

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

### Section 2: Weekend Holidays.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

### Section 3: Personal Holiday.

Employees shall be credited, on July 01st of each year, with one (1) personal day (8 hours) to be taken with pay upon approval of the supervisor. Employees will be allowed to accrue a maximum of two Personal Holidays (16 hours) per fiscal year. If employee has 16 hours accrued, they must schedule time off prior to July 1st when hours for the next fiscal year are scheduled to be added into their leave bank.

### Section 4: Holiday Worked.

Any employee who is scheduled to work on a holiday shall be provided an agreed upon alternate day off in lieu of the scheduled holiday, or, at the discretion of the Department Head, be paid 1-1/2 times their regular rate of pay, in addition to their holiday pay. Any employee called in to work a holiday or who is required to work more than eight (8) hours will be paid in accordance with Article 10 – Call Back/On-Call.

## **ARTICLE 19 - SPECIAL AND EMERGENCY LEAVE**

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

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

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

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

### **Section 3: Bereavement Leave**

#### **1. Definitions**

**Immediate Family Member:** The employee's spouse or domestic partner, children, parents, (natural, adoptive, step or foster) or anyone living in the employee's immediate household, or any of the above relations to employee's spouse or domestic partner.

**Other Eligible Family Members:** The employee's siblings', grandparents, grandchildren, (natural, adoptive, step or foster) brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, or nephew (natural, step, adoptive or foster), or any of the above relations to employee's spouse or domestic partner.

**Domestic Partner and/or Civil Unions:** A domestic partner or a person living in a committed co-habitation relationship where both parties share responsibilities for finances and other major decisions.

#### **2. Granted Leave**

Employees will be granted (5) days bereavement leave with pay in the event of the death of an employee's immediate family member. For other eligible family members, the employee will be granted three (3) days bereavement leave with pay.

#### **3. General Usage**

Time off for bereavement leave in the amounts listed above is in addition to any other leave accruals an employee has. Any additional time off in amounts greater than those listed above or in the event of a family member's death other than those listed above

must be approved by the supervisor and will require the employee to use their leave accruals, unless otherwise approved by the City Manager.

## **ARTICLE 20 - LEAVE WITHOUT PAY**

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

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

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

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

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

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

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

Paid time off, holidays, vacation and sick leave benefits are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay. Employee may elect to personally continue to pay for City insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Unpaid leaves shall not be granted until all accrued and unused paid leave available to the employee, including vacation, compensatory time, and floating holidays or federal and state mandated leaves has been exhausted.

### **Section 5: Re-Employment.**

Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however,



the employees' anniversary date shall be adjusted for the duration of the Leave Without Pay period.

**Section 6: Certificates.**

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

**Section 7: Union Leave**

The City agrees to allow no more than one (1) employee at any one time to take Union Leave without pay for attending Union conferences, conventions, trainings, and other functions which will not interfere with the normal operations of the City, including scheduled time off. Total Union Leave allowance, for all employees combined, shall not exceed two (2) weeks within any fiscal year.

**ARTICLE 21 - RETIREMENT**

**Section 1: Retirement Contributions.**

Employees 6% PERS/OPSRP contribution shall be made by the employer.

## **ARTICLE 22 - MILITARY LEAVE**

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

For all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Junction City is entitled, upon application therefore, to a leave of absence from his duties for a period not exceeding fifteen (15) days in any one training year, defined as Federal fiscal year, without loss of time, pay, or regular leave and without impairment of efficiency rating or other rights of benefits to which he/she is entitled.

### **Section 2: Active Duty.**

Military leave of absence without pay shall be granted to a regular employee during a period of active duty with the Armed Forces of the United States in accordance with applicable State and Federal Law.

## **ARTICLE 23 - WAGES**

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

Employees are encouraged to use City vehicle whenever possible for official City related travel. When no City vehicle is available and an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated for mileage at the rate set by the Internal Revenue Service.

### **Section 2: Commercial Drivers License and Certifications.**

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

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

### **Section 3: Salaries.**

- a. The City will provide a three percent (3%) Cost of Living Adjustment July 01, 2017

The City will provide a two percent (2%) Cost of Living Adjustment July 01, 2018.

The City will provide a two percent (2%) Cost of Living Adjustment July 01, 2019

Parties agree to a classification and compensation study in the 3<sup>rd</sup> year. The compensation study will consist of each party bringing their 5 comparators and averaging those independently or by mutually agreeing to the same 5 comparators. If the average of all comparators comes in below the current salary schedule then the COLA will remain at two percent (2%), if it comes in higher the COLA will be increased by that amount with a (2%) maximum total of four percent (4%).

- c. Effective July 01, 2017, the attached salary schedule "A" shall be in effect.

### **Section 4: Salary Steps.**

- a. Advancement: An employee shall advance to the next successive step upon his or her anniversary date and upon achieving an overall satisfactory rating in the employee's evaluation. In the event an employee's evaluation has not been completed in a timely manner, any approved step advancement shall be applied retroactive back to the due date.
- b. Promotion: Upon promotion an employee will advance to the new classification and/or position and to the step within the salary range for the new position which provides at least a 5% increase from the employee's former salary. A new anniversary date for salary step advancement will be established upon the effective date of promotion.

- c. **Reclassification:** When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step that is at least 5% higher than the employees former salary step. A new anniversary date for salary step advancement will be established upon the effective date of reclassification.
  
- d. **Probationary Employees:** Upon satisfactory completion of initial trial service probation an employee shall be eligible for a step increase.

## ARTICLE 24 - INSURANCE

### Section 1: Health Insurance.

The City will provide health insurance coverage for its employees and their eligible dependents. This coverage shall also include coverage for vision, dental and alternative care.

The City offers a High Deductible Health Plan (HDHP). A Health Savings Account will be established for each employee.

- a. Employees will be responsible for 10% of their monthly health care premium cost. The City shall make available an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, the employee's contribution to medical, dental and vision premiums.
- b. For each eligible employee, for the remainder of 2017 and calendar years 2018, 2019, and 2020, the City will fund each employee's individual Health Savings Account (HSA) according to the attached HSA Funding Schedule (Schedule "B").

The City shall deposit 100% of the HDHP deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family) into each eligible employee's HSA account for the employee's use for any eligible medical expenses. Deposits to eligible employees' HSA accounts will be made in quarterly installments.

Employees who exceed the amount of the annual deductible in eligible medical expenses prior to having received the full annual employer contribution may request an exception for the remainder of the contribution in a lump sum. If the City does, in its sole discretion, deposit the entire deductible into the employee's account, the employee will be thereafter ineligible for quarterly payments until January 1<sup>st</sup> of the following year.

- c. AFSCME employees who are not eligible for an HSA as deemed by IRS rules and regulations (for instance they are on Medicare or Medicare eligible and/or they are covered by another non HDHP insurance policy) and or those employees who choose not to have an HSA, the City will compensate them in an amount equal to the HDHP plan annual deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family.) Taxes and other required deductions will apply and be deducted from the compensation payments. The payment of the annual deductible amount will be distributed in quarterly installments.
- d. Contributions to HSAs for mid-year hires will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family) and deposit a prorated quarterly installment into the employees HSA account based on the month the employee is first eligible for insurance. The employee will then

be eligible for the next scheduled quarterly installment as long as the individual is still a City employee.

- e. If an employee's health coverage status changes from employee only to employee plus one or more (i.e. employee plus spouse, children or family) within the first three quarters of the calendar year (January through September), for the remainder of 2017 and calendar years 2018, 2019, and 2020 the City will make an additional deposit into the affected employee's HSA account in an amount equal to the difference between the employee only and family deductible (difference currently \$1500 per calendar year).

**Section 2: Life Insurance.**

The City shall provide, at no expense to the employee, Group Term life Insurance and Accidental Death and Dismemberment for each regular full-time employee, life insurance coverage in the amount of \$20,000.

**Section 3: 457 Deferred Compensation Plan.**

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

## **ARTICLE 25 - SAFETY**

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



## **ARTICLE 26 - NO STRIKE / NO LOCKOUT**

The union agrees that, during the term of this Agreement, neither the union nor any bargaining unit employee shall take part in, call, sanction, foster, or support any strike, work stoppage, picketing, boycott, slowdown or any other interruption of, or interference with, the City's operations or services. The City will not lock out employees during the term of this Agreement, provided that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the City shall notify the Union in writing of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union shall respond to the City's request in writing immediately after receipt of such notice.

Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees.

In the event employees participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this Article, the participating employees shall be subject to disciplinary action which may include discharge without recourse to the grievance procedure except to determine whether the act in question constitutes a violation of this Article.

Actions for monetary damages arising from alleged violations of this Article are not subject to the grievance procedure. This Article may be enforced in a court of competent jurisdiction.

Employees covered by this Agreement are not required to perform the duties of employees of another public agency while that agency is engaged in a strike recognized by the Union, unless there is an emergency where the City deems a threat to public health and safety exists.

## **ARTICLE 27 - SAVINGS CLAUSE**

### **Section 1: Unlawful Contents.**

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

**ARTICLE 28 - TERM OF AGREEMENT**

**Section 1: Effective Date.**

This Agreement shall become effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020. This Agreement shall automatically renew from year to year unless either party gives notice to the other to negotiate a successor Agreement. The parties agree to commence bargaining no later than March 1.


**Section 2: Amendments.**

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


Ratified by Sutherlin City Council on the 10<sup>th</sup> day of April, 2017.

**In Witness Thereof**, the parties hereto have set their hands to this 11<sup>th</sup> day of April, 2017.

**For the City:**

  
\_\_\_\_\_  
Jerry Gillham  
City Manager  
City of Sutherlin

**For the Union:**

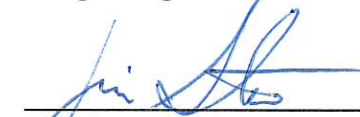
  
\_\_\_\_\_  
Scott Guillen  
President  
Local 1481, AFSCME Council 75

  
\_\_\_\_\_  
Trissie Penland  
Bargaining Team

  
\_\_\_\_\_  
Shawn McHaffie  
Bargaining Team

Attest:

  
\_\_\_\_\_  
Debra L. Hamilton, CMC  
City Recorder/HR Manager

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
Oregon AFSCME  
Council 75

Attachments:

Schedule A and Schedule B

**2014-2015 - 2% COLA AFSCME**

Represented/Non-Exempt Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)	9.13/HR					
Tourism Assistant (Part Time)	9.13/HR					
Park Maintenance (Seasonal)	11.43/HR					
City Custodian (Part Time)	12.09/HR					
Tourism Coordinator (Part Time)	23.56/HR					
Community Center Custodian (Part Time)	730					
City Planner	3,605	3,785	3,974	4,172	4,381	4,598
Maint. Workers - Public Works	3,197	3,357	3,524	3,701	3,885	4,079
Treatment Operators - Public Utilities	3,197	3,357	3,524	3,701	3,885	4,079
Payroll Clerk	3,121	3,277	3,441	3,617	3,801	3,949
Utility Billing Clerk - Finance	2,833	2,974	3,123	3,273	3,438	3,612
Records Specialist 2 - Police	2,833	2,974	3,123	3,273	3,438	3,612
Court Clerk	2,758	2,896	3,041	3,189	3,350	3,514
Accounts Payable Clerk	2,724	2,860	3,003	3,153	3,311	3,475
Code Enforcement Officer	2,635	2,766	2,905	3,050	3,202	3,363
Office Support Specialist III	2,634	2,765	2,904	3,049	3,200	3,361
Records Specialist 1 - Police	2,538	2,664	2,798	2,941	3,086	3,237
Community Development Technician	2,520	2,647	2,780	2,919	3,063	3,218
Office Support Specialist II	2,520	2,647	2,780	2,919	3,063	3,218

**2015-2016 - 1.5% COLA AFSCME**

Represented/Non-Exempt Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)	9.27/HR					
Tourism Assistant (Part Time)	9.27/HR					
Park Maintenance (Seasonal)	11.60/HR					
City Custodian (Part Time)	12.27/HR					
Tourism Coordinator (Part Time)	23.91/HR					
Community Center Custodian (Part Time)	741					
City Planner	3,659	3,842	4,034	4,235	4,447	4,667
Maint. Workers - Public Works	3,245	3,407	3,577	3,757	3,943	4,140
Treatment Operators - Public Utilities	3,245	3,407	3,577	3,757	3,943	4,140
Payroll Clerk	3,168	3,326	3,493	3,671	3,858	4,008
Utility Billing Clerk - Finance	2,875	3,019	3,170	3,322	3,490	3,666
Records Specialist 2 - Police	2,875	3,019	3,170	3,322	3,490	3,666
Court Clerk	2,799	2,939	3,087	3,237	3,400	3,567
Accounts Payable Clerk	2,765	2,903	3,048	3,200	3,361	3,527
Code Enforcement Officer	2,675	2,807	2,949	3,096	3,250	3,413
Office Support Specialist III	2,674	2,806	2,948	3,095	3,248	3,411
Records Specialist 1 - Police	2,576	2,704	2,840	2,985	3,132	3,286
Community Development Technician	2,558	2,687	2,822	2,963	3,109	3,266
Office Support Specialist II	2,558	2,687	2,822	2,963	3,109	3,266

**2016-2017 - 1.5% COLA AFSCME**

Represented/Non-Exempt Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)	9.41/HR					
Tourism Assistant (Part Time)	9.41/HR					
Park Maintenance (Seasonal)	11.77/HR					
City Custodian (Part Time)	12.45/HR					
Tourism Coordinator (Part Time)	24.27/HR					
Community Center Custodian (Part Time)	752					
City Planner	3,714	3,900	4,095	4,299	4,514	4,737
Maint. Workers - Public Works	3,294	3,458	3,631	3,813	4,002	4,202
Treatment Operators - Public Utilities	3,294	3,458	3,631	3,813	4,002	4,202
Payroll Clerk	3,216	3,376	3,545	3,726	3,916	4,068
Utility Billing Clerk - Finance	2,918	3,064	3,218	3,372	3,542	3,721
Records Specialist 2 - Police	2,918	3,064	3,218	3,372	3,542	3,721
Court Clerk	2,841	2,983	3,133	3,286	3,451	3,621
Accounts Payable Clerk	2,806	2,947	3,094	3,248	3,411	3,580
Code Enforcement Officer	2,715	2,849	2,993	3,142	3,299	3,464
Office Support Specialist III	2,714	2,848	2,992	3,141	3,297	3,462
Records Specialist 1 - Police	2,615	2,745	2,883	3,030	3,179	3,335
Community Development Technician	2,596	2,727	2,864	3,007	3,156	3,315
Office Support Specialist II	2,596	2,727	2,864	3,007	3,156	3,315

## **Schedule "B"**

**Insurance deductibles will be paid to the employee's HSA account on a quarterly basis at the following rate and schedule:**

**Deductible for Single                      \$1500 per year - or \$375 per quarter**

**Money to be deposited to HSA between the 1<sup>st</sup> and the 15<sup>th</sup> each quarter in the following months:**

**July – October for 2017**

**January – April – July - October    for 2018, 2019, & 2020**

**Deductible for all the following is    \$3000 – or \$750 per quarter**

**Employee + Children**

**Employee+ Spouse**

**Employee + Family**

**Employee + 1**

**To be deposited to employee's HSA between the 1st and the 15th each quarter in the following months:**

**July – October for 2017**

**January – April – July – October for 2018, 2019, & 2020**

**This amount and schedule applies to those employees who are not eligible for an HSA. Money will be deposited into your regular bank account or as instructed.**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUTHERLIN AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

THIS MEMORANDUM OF UNDERSTANDING (Memorandum), is made and entered into this 11<sup>th</sup> day of APRIL, 2017, by and between the City of Sutherlin, Oregon (City), and the American Federation of State, County and Municipal Employees, hereby referred to as AFSCME.

WHEREAS, the City is creating a cross training in fire suppression and incentive program ("program") for AFSCME; and

WHEREAS, the City and the AFSCME have bargained any mandatory subject of bargaining, or mandatory impacts, as it relates to this cross training and incentive program; and

WHEREAS, the City and the AFSCME have met and conferred on related permissive subjects of bargaining. The City agrees to notify the Union in advance of any changes of policy or procedure impacting AFSCME members surrounding the fire suppression incentive program. The Union will notify the City within 10 business days of its intent to demand to bargain. Failure for the Union to respond within the 10 days of notification waives the right for the Union to bargain and the City may make the proposed changes.

NOW THEREFORE, BASED ON THE FOREGOING THE PARTIES AGREE AS FOLLOWS:

**Section One: Implementation Schedule.** The City anticipates the first phase of training to begin on March 7, 2017.

**Section Two: Required Training and Training Schedule.**

a. Required Training Hours:

- I. Fire Fighter I Certification requires a minimum of approximately 120 hours of training. Some skills for Fire Fighter 1 will need to be verified (performance evaluation checklist with check off required and the hours needed are based on the individual student's proficiency). The exact number of hours for skills checkoff is flexible. Because the City is interested in both training and the demonstration of proficiency, an AFSCME member should expect to spend a total of approximately 120 hours in training with demonstrated proficiency to qualify for and meet the Fire Fighter 1 Certification program.

b. Training Schedule:

- I. Generally, training will occur as scheduled between the Director of Public Safety and the Community Development Director. Occasionally some exceptions may be needed for specialized training not available on Thursdays. It is also possible that a re-assignment to the Fire Department may occur for several weeks at a time in order to expedite the training process and immerse the AFSCME members in the fire discipline. The exact training plans are still being developed and updated.
- II. The parties understand some shift adjustments may be necessary to accommodate training.

III. On-going skills training will continue monthly (on Thursdays) for those cross trained as fire fighters to ensure safety and proficiency in fire suppression efforts.

c. Training will be on paid time.

**Section Three: Selection.**

- a. Participation for AFSCME members is voluntary.
- b. If the City has more volunteers than space available for training, selection for training shall be based on AFSCME recommendation.
- c. The City reserves the right to restrict participation in the program to a limited number of AFSCME members. As of the date of the signing of this MOU, the City is committed to cross training four (4) AFSCME members; if other current AFSCME members wish to participate with this cross training opportunity, they will be accommodated into next phases of program training upon successful completion of background.

**Section Four: Incentive.**

- a. **Initial Training Incentive.** Once an AFSCME member commences the initial training to achieve a Fire Fighter I Certification status, the AFSCME member will receive an additional five percent (5%) added to the his or her base salary. AFSCME members are required to achieve Fire Fighter I status within one (1) year of commencing training. If an AFSCME member does not achieve Fire Fighter I status, or stops fulfilling training requirements anytime within the year as determined in the City's sole discretion, the AFSCME member will cease receiving the incentive.
- b. **Fire Fighter I Training Status.** Once an AFSCME member successfully achieves substantial progress towards the Fire Fighter I certification at the completion of 120 hours, the AFSCME member will receive an additional five percent (5%), for a total of a ten percent (10%) increase to the AFSCME member's base salary. AFSCME members are required to achieve a Fire Fighter 1 Certification within one (1) year after achieving Entry Level Fire Fighter status. If an AFSCME does not achieve the Fire Fighter 1 Certification, or stops fulfilling training requirements anytime within the year as determined in the City's sole discretion, the AFSCME member will cease receiving the incentive.
- c. **Fire Fighter I DPSST Certification.** Once an AFSCME member achieves a Fire Fighter 1 status and receives a Fire Fighter I Certification from the State of Oregon Department of Public Safety Standards and Training (DPSST), the AFSCME member will receive an additional five percent (5%), for a total increase of fifteen percent (15%) to his or her base salary. If an AFSCME member fails to maintain a Fire Fighter 1 Certification, the AFSCME will cease receiving any incentive under this program.
- d. **Fire Fighter 2 Certification.** At the City's discretion, AFSCME members may achieve a Fire Fighter 2 Certification and the City will cover the cost of training, but will not offer additional incentives.
- e. **Call-Back.** Any AFSCME member call back work outside his/her regular shift shall receive overtime compensation at the rate of one and one half (1-1/2) times the AFSCME member's regular hourly rate, for a minimum of four (4) hours. For purposes of this section, the callback must have occurred at least thirty (30) or more before the beginning of the shift or 30 minutes

or more after the end of the regularly assigned work shift. Call back which occurs 29 minutes or less before the beginning or 29 minutes or less after the end of the regularly assigned work shift shall be deemed as an extension of the work shift and be compensated as such. This call back pay is consistent with Article 10 Section 1 of the current collective bargaining agreement (page 6).

- f. As stated below in Section Six, if the City discontinues the program, the City will discontinue Incentives.
- g. The City will require that AFSCME members who participate in this agreement possess a phone capable of downloading applications that will allow for alerts when fire calls are dispatched for the Sutherlin Fire Service. For this, the City shall pay the AFSCME member an additional duty gear allowance of \$40/month which will be paid in full July of every calendar year (a total annual increase of \$480 additional duty gear allowance). The City agrees that the duty gear allowance is non refundable for any reason to the City after received by Employee.
- h. If an AFSCME member fails to perform fire-related job duties, including training responsibilities, adequately the City may remove the AFSCME member from the program after providing the AFSCME member notice and an opportunity to be heard.

#### Section Five: Duties.

- a. Once the AFSCME member begins receiving the training incentive, the AFSCME member is required to attend all assigned training sessions and diligently progress through the program.
- b. After the AFSCME member has successfully achieved Fire Fighter I training status, the AFSCME member will be required to respond to all fire calls when on-duty and available as applicable.
- c. After AFSCME members have successfully achieved Fire Fighter training status, AFSCME members will also be eligible for call back (when off-duty) to fire calls.

#### Section Six. Termination.

The City reserves the right to discontinue the program, the incentives and this Memorandum at any time and in its sole discretion, and without any obligations to bargain. The Parties agree that both AFSCME and the City can discontinue its participation in this fire suppression incentive plan at any time and without obligation to bargain their respective decision or impacts of that decision. The City agrees to provide AFSCME with 60 day written notice prior to the cancellation of the program.

Both AFSCME and City agree to review the program to see if it should continue, with such review beginning 6 months from the completion of training for the first group of AFSCME employees. Therefore, the agreed upon date for this review shall occur on or about September 1, 2017.

Note: Since this is a new concept at the Sutherlin Public Safety Department, management fully intends to work through and clarify process, systems, and personnel deployment/resource allocation when appropriate. This "public safety" cross training model is fully intended to be a joint labor management developmental process.



Section Seven. Accountability.

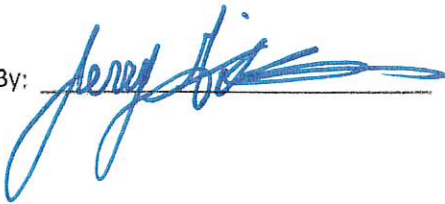
- a. The AFSCME member will be responsible to his/her immediate supervisor in the work area normally assigned. Once on scene at a fire ground event/incident, the AFSCME member will be supervised by "on scene" fire command supervisors/managers. Once the AFSCME member is released from the fire ground event/incident, the AFSCME member will report back to his/her immediate supervisor in the work area normally assigned.
- b. AFSCME members with Fire Fighter I certifications will be required to adhere to City Administrative Policies and Sutherlin Fire Service Policies.
- c. Fire Fighter I Certified AFSCME members will be required to adhere to DPSST requirements for initial and on-going Fire Fighter I certification in addition to the City's Administrative Policies and Sutherlin Fire Service Policies.
- d. In the event an AFSCME member violates a provision of City Administrative Policies and/or Sutherlin Fire Services Policies, the AFSCME member may be removed from City of Sutherlin Fire Services and lose ongoing incentive pay, except however, said AFSCME member shall have no disciplinary action brought forward by City in the AFSCME members specific area of work.
- e. There may be situations where the conduct of the AFSCME member is so severe that City disciplinary action process as described in the City Employee Handbook and AFSCME bargaining agreement will become necessary. While not anticipated, if warranted, this heightened discipline will be carried-out on a case-by-case basis.

IN WITNESS WHEREOF, AFSCME AND CITY have hereunto set their hands and seals on the date and year first above written.

City of Sutherlin

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

By: \_\_\_\_\_



By: \_\_\_\_\_

