

**CITY OF SWEET HOME**

**AND**

**AFSCME COUNCIL 75 - LOCAL 3337**  
**(General Employees)**

**COLLECTIVE BARGAINING**  
**AGREEMENT**

**Expiration - June 30, 2019**

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## **PREAMBLE**

This Agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

## **ARTICLE 1 - RECOGNITION**

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the police, department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.

To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.

To determine the need for a reduction or an increase in the work force.

To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.

To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

To enforce the City's rules and regulations, and any operational procedures and guidelines.

To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension or discharge, or the reasons therefore.

To control the City and department budgets.

To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

### **ARTICLE 3 - UNION SECURITY**

3.1 Representatives The Union will select certain of its agents as Union representatives and certify in writing their names to the City Manager.

3.2 Visits Union Representatives, upon notification to the manager in charge, will be allowed to visit the work areas of the employees during work hours, however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded fifteen (15) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

3.3 Business The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department head or designee.

3.4 Grievance Meetings and Negotiations Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The union shall certify in writing the names of officers and stewards that would attend such meetings.

3.5 Meetings The Union shall be allowed the use of City facilities to hold meetings provided such space is available for such use.

3.6 Bulletin Boards Bulletin board space shall be provided the Union for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting and shall not be derogatory or inflammatory in nature.

3.7 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.

3.8 Fair Share The City shall deduct fair share payments from nonmembers represented by the Union. Such payments shall be in the same amount as membership dues. It is further agreed that should an employee who 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 that action is resolved.

3.9 Religious Objection Any individual employee who objects to a payment-in-lieu of dues on bona fide religious tenets, or teachings of a church or religious body of which such employee is a member will inform the AFSCME Council 75 representative of the objection. If the objection is validated by AFSCME and communicated to the City by the AFSCME Council 75 representative, then the employee will meet with representatives of AFSCME Council 75 and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular or fair share union membership dues, as appropriate, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to AFSCME Council 75 that payment has been made as appropriate.

3.10 Hold Harmless The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

3.11 Maintenance of Membership All members of the bargaining unit as defined in Article 1 of this agreement, or voluntarily become members of the bargaining unit as of the effective date of this agreement, will be expected to know and understand the time frame and/or methods an individual may choose to withdraw their membership and in what manner they will be allowed to do so. The requirements and/or enforcement regarding inclusion and/or withdrawal of bargaining unit membership shall be determined, administered and/or enforced solely by AFSCME COUNCIL 75, LOCAL 3337 President AND Council Representative.

#### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

4.1 Workweek and Workday The workweek shall begin on Monday and end on Sunday. The normal work schedule for "full time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for all shifts will be based upon seniority within each affected job classification and to the extent operational needs are met on each shift. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the PECBA.

#### 4.2 Scheduled Work Days/Work Hours.

- A. Work Shift. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's

desire to avoid overtime, by itself, does not create an emergency situation.

- B. Work Day - Changes in work schedules. The City shall provide at least five (5) business days (excluding weekends) notice except in an emergency to employees and the Union President of changes in scheduled work days/ work shifts. In the event notice is not provided within five (5) business days (excluding weekends), the affected employee(s) first shift shall be paid at the overtime rate for their respective position, except when such change is necessitated by an emergency as determined by the City or when an Employee is asked to work in place of an Employee who has given five (5) or less business days of notice, (excluding weekends), that she or he will not be able to work as scheduled. No Employee shall be compelled to change their schedule without five (5) business days of notice.
- C. Shifts by Seniority. The City shall grant eligible employees who are assigned to work in seven (7) day a week operation their choice of established work shifts by seniority as defined in Article 16 of this document.
- D. Requests by Employees for work schedules other than their normal schedule will be considered based on operational and staffing needs.

4.3 Rest and Meal Periods Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15 minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15 minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15 minute paid rest break, unless otherwise mutually agreed. Any employee who is required to remain at work in excess of his/her regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.

4.4 Overtime All actual work performed by a full time employee in excess of his/her regular work schedule as identified in Article 4.1 above, shall be compensated through the payment of overtime pay at the rate of time and one- half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time Employees scheduled to work shifts of less than eight (8) hours shall not qualify for overtime pay until they work more than eight (8) hours in a shift.

Scheduling for Special Civic Events – From time to time throughout the year, Special Civic Events may get scheduled on Saturdays and/or Sundays thereby requiring staffing by City employees on these days that would ordinarily be scheduled “days off” for the employee. Employees required to work these civic events on Saturdays and/or Sundays will be paid at overtime pay at the rate of time and one-half, even if employee is on the Tuesday thru Saturday work schedule. This does not apply to employees not required to work the actual event but who are otherwise required to work a normal work schedule.

4.5 Form of Compensation Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one half. Accrued compensatory time shall not exceed eighty (80) hours. Any accrual beyond eighty (80) hours shall be paid. Compensatory time used shall be scheduled with the Department Head or a designee.

4.6 Callback Callback for purposes outside the aforementioned regular work schedule shall receive a minimum of two (2) hours overtime compensation as a callback premium which may be taken as compensatory time, unless such callback is annexed within two (2) hours of the beginning of the employee's work shift, at which time overtime compensation will be for actual time worked. Callback does not apply when an employee is held over at the end of a shift.

4.7 No-Pyramiding In no event shall compensation be received twice for the same hours.

4.8 On Call Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, shall be provided a cell phone or pager if deemed necessary by the City. Employees shall be compensated one (1) hour for every four (4) hours in that status, which is not considered actual hours worked for purposes of calculating overtime.

4.9 Part-Time. Employees that work less than forty (40) hours but more than twenty (20) hours per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement.

4.10 The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee's regular work duties and outside of the employee's regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time or flex time and shall be the employee's choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

## ARTICLE 5 - MILEAGE AND PER DIEM

To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when using their personal vehicle to perform their duties or to conduct City business.

### Meal reimbursements shall be:

Breakfast	\$ 12.00 maximum including tips, or actual costs whichever is less
Lunch	\$ 13.00 maximum including tips or actual costs whichever is less
Dinner	\$ 18.00 maximum including tips, or actual costs whichever is less

OR \$ 43.00 total where trip is full day for meals, or actual costs whichever is less.

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

Employees shall comply with all other policies of the City regarding travel as established by resolution and/or department policy as of 1/1/2016, and not contrary to the provisions of this Agreement.

## ARTICLE 6 - COMPENSATION

6.1 Salary Schedule. Salary schedule shall include the following classifications. Office Specialist-Building Inspection Program, Public Works Secretary, Utility Billing Specialist 1, Utility Billing Specialist 2, Court Clerk 1, Court Clerk 2, Maintenance Worker 1, Municipal Maintenance Worker, Crew Leader – Collections, Crew Leader – Distribution, Crew Leader - Streets, Maintenance Lead Worker, Mechanic, Engineering Technician 1, Engineering Technician 2, Plant Operator 1, Plant Operator 2, Plant Operator 3, Planning Assistant, Code Enforcer, Library Assistant, Accounting Technician, Building Inspector, Permit Technician, Parks Maintenance 1 and Janitor.



Effective July 1, 2016 through June 30, 2017, salary schedules shall be increased by two and one half percent (2.5%).

Additionally, the wage of the Janitor classification shall be increased by \$1.00 per hour.

**SALARY SCHEDULE**  
**July 1, 2016-June 30, 2017**  
**(2.5% salary increase)**

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Utility Billing Specialist 1 Court Clerk 1 PW Secretary Office Specialist – Bldg. Dept	2807	2947	3095	3188	3283
Maintenance Worker 1 Parks Maintenance 1	2807	2947	3095	3188	3283
Court Clerk 2	2971	3120	3276	3374	3475
Utility Billing Specialist 2	2971	3120	3276	3374	3475
Accounting Technician Planning Assistant Municipal Maintenance Worker Permit Technician	3019	3170	3328	3428	3531
Plant Operator 1	3196	3356	3524	3629	3738
Plant Operator 2	3399	3569	3747	3860	3976
Crew Leader - Streets	3432	3604	3784	3897	4014
Mechanic	3432	3604	3784	3897	4014
Crew Leader – Distribution Crew Leader – Collections Engineering Technician 1	3445	3617	3798	3912	4029
Plant Operator 3	3673	3857	4049	4171	4296
Maintenance Lead Worker Engineering Technician 2	3723	3909	4105	4228	4355
Library Assistant	16.20	17.01	17.86	18.40	18.95
Code Enforcer	3164	3322	3488	3593	3701
Building Inspector	4527	4753	4991	5141	5295
Janitor	11.81	12.40	13.02	13.41	13.81

Effective July 1, 2017 through June 30, 2018, wages shall be increased by two and one half percent (2.5%).

**SALARY SCHEDULE**  
**July 1, 2017-June 30, 2018**  
**(2.5% salary increase)**

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Utility Billing Specialist 1 Court Clerk 1 PW Secretary Office Specialist – Bldg. Dept	2877	3021	3172	3267	3365
Maintenance Worker 1 Parks Maintenance 1	2877	3021	3172	3267	3365
Court Clerk 2 Utility Billing Specialist 2	3045	3197	3357	3458	3562
Accounting Technician Planning Assistant Municipal Maintenance Worker Permit Technician	3094	3249	3411	3513	3619
Plant Operator 1	3276	3440	3612	3720	3832
Plant Operator 2	3484	3658	3841	3956	4075
Crew Leader - Streets Mechanic	3518	3694	3879	3995	4115
Crew Leader – Distribution Crew Leader – Collections Engineering Technician 1	3531	3708	3893	4010	4130
Plant Operator 3	3765	3953	4151	4275	4404
Maintenance Lead Worker Engineering Technician 2	3816	4007	4207	4333	4463
Library Assistant	16.61	17.44	18.31	18.86	19.43
Code Enforcer	3243	3405	3575	3683	3793
Building Inspector	4640	4872	5116	5269	5427
Janitor	12.11	12.72	13.35	13.75	14.16

Effective July 1, 2018 through June 30, 2019, wages shall be increased by two and one half percent (2.5%).

**SALARY SCHEDULE**  
**July 1, 2018-June 30, 2019**  
**(2.5% salary increase)**

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Utility Billing Specialist 1 Court Clerk 1 PW Secretary Office Specialist – Bldg. Dept	2949	3096	3251	3349	3449
Maintenance Worker 1 Parks Maintenance 1	2949	3096	3251	3349	3449
Court Clerk 2 Utility Billing Specialist 2	3121	3277	3441	3544	3650
Accounting Technician Planning Assistant Municipal Maintenance Worker Permit Technician	3171	3330	3496	3601	3709
Plant Operator 1	3358	3526	3702	3813	3928
Plant Operator 2	3571	3750	3937	4055	4177
Crew Leader - Streets Mechanic	3606	3786	3976	4095	4218
Crew Leader – Distribution Crew Leader – Collections Engineering Technician 1	3619	3800	3990	4110	4233
Plant Operator 3	3859	4052	4255	4382	4514
Maintenance Lead Worker Engineering Technician 2	3911	4107	4312	4441	4574
Library Assistant	17.03	17.88	18.78	19.34	19.92
Code Enforcer	3324	3490	3665	3775	3888
Building Inspector	4756	4994	5243	5401	5563
Janitor	12.41	13.03	13.68	14.09	14.52

6.2 Compensation. If the City levies fail to pass, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.

6.3 Promotions. When an employee is promoted he/she shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).

6.4 Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive an early merit step increase (not subject to the grievance procedure).

Employees will generally be eligible for step increases on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance. In the event a step increase is denied, the employee may protest the action through the grievance procedure.

Merit increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

6.5 Longevity Merit Pay. City employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) "Longevity Merit Pay" increase above the Step "E" pay scale. This pay is subject to all the provisions of Article 6.4, Schedule Movement and is based upon merit.

#### 6.6 Certification Pay

Public Works employees assigned to perform water distribution and/or waste water/storm water collection duties and/or Streets/Facilities Maintenance will be eligible to receive certification pay as follows:

Upon acquiring a ORDEQ or OHD Level 2 Certification – 1% of the "Step E" wages of the Municipal Maintenance Worker classification.

Upon acquiring a ORDEQ or OHD Level 3 Certification – 2% of the "Step E" wages of the Municipal Maintenance Worker classification – in lieu of, (not cumulative with) Level 2 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – 1% of the "Step E" wages of the Municipal Maintenance Worker classification.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification – 2% of the "Step E" wages of the Municipal Maintenance Worker classification – in lieu of, (not cumulative with) Level 1 Certification pay.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay.

Employees become eligible for certification pay upon providing the

respective state issued certificate to the Public Works Director. The employee will receive his/her certification pay beginning the month following the month the certificate is provided to the Public Works Director. Certificates must be kept in good standing in order to continue receiving certification pay.

Nothing in this section is intended to affect the agreements concerning who bears the costs of acquiring initial credentials required for job classifications set forth in Article 14.

## **ARTICLE 7 - HEALTH AND WELFARE**

For the remainder of the calendar year 2016, the City will maintain the current health insurance plan and premium cost sharing in effect on January 1, 2016.

On January 1, 2017, the City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

The City will extend to eligible part-time employees the same medical, dental and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

During the remainder of 2016 and through 2017, the City and Union agree to participate in a joint Labor-Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director and an AFSCME representative as an observer) to evaluate other insurance options, select a plan and address cost sharing issues for insurance coverage for the second and third year of this agreement.

In the event the Committee is unable to reach a timely consensus regarding the insurance coverage for the second and third year of this Agreement, the Plan selected for the first year of the Agreement will remain for the remainder of the contract.

## **ARTICLE 8 - VACATIONS**

8.1 Accrual All full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment.

1 month to 4 years 11 months = 96 hours. Accumulated at the rate of 8 hours per month.

5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.

10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.

15 years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

8.2 Maximum Accrual An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of 190 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of 230 hours.

Accrual balances will be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3-Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire twelve (12) months from the month in which the vacation was canceled, if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep him/her under the maximum accrual.

8.3 Scheduling Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, he/she may not exercise seniority of choice of the second, third, etc., vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-half (1/2) hour.

8.4 Part-Time Employees Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees will accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

8.5 New Employees New employees shall accumulate vacation leave from date of hire.

8.6 Vacation Cash Out. Employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a forty (40) hour vacation in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.

8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave the City shall meet with the employee to discuss potential financial impacts of the revocation.

## ARTICLE 9 - RETIREMENT

All represented employees will have twelve percent (12%) of salary contributed to the ICMA Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.

In addition, employees may participate in the City's deferred compensation

programs.

All represented employees shall be vested at fifty percent (50%) after completion of three (3) years of service; seventy-five percent (75%) after completion of four (4) years of service; and one hundred percent (100%) after completion of five (5) years of service.

Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours. Benefits are not provided under the article until after six (6) months of employment with the City.

## ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays The following paid holidays will be recognized and observed by the dates so recognized and approved by the City.

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	The day after
Thanksgiving Independence Day	Christmas Day
Labor Day	(2) Employee personal holidays (10.4)

### 10.2 Holiday Pay

a) Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on a Sunday, the employee's next regularly scheduled workday shall be observed as a holiday except for employees in continuous operation. When a holiday falls on a regularly scheduled day off, the employee shall observe the holiday on that day which is nearest to the last regularly scheduled work day for the employee.

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

b) Plant Operators are considered as working in continuous operations. Continuous operation employees shall receive eight (8) hours of additional pay per month in lieu of holidays. Employees who prefer to receive compensatory time off rather than pay may apply to their department head for approval.

10.3 Holiday Work Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City,

Compensation received under this section shall not be pyramided with any other form of compensation.

10.4 Personal Holiday Full-time employees will receive two (2) personal holidays with pay at the employee's regular rate of pay. This holiday may be taken any time during the year, but must be coordinated with management to be taken at a time that is convenient to both the employee and to the staffing needs of the department. The personal holiday shall be paid if not taken within the calendar year.

10.5 Part-Time Employees Part-time employees will be compensated for holidays on a pro-rated basis based on their regularly scheduled shift hours.

## ARTICLE 11 - SICK LEAVE

11.1 Accrual Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.

11.2 Vacation Leave Donation. Employees may donate vacation to be used by co-workers, as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and are off work due to catastrophic or chronic illness, hospitalization, operation, or accident or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate.

11.3 Utilization. Employees are eligible for sick leave as defined by law, including but not limited to:

To care for himself or herself during a period of personal illness, injury, or to attend a dentist or physician appointment, when an appointment may not be scheduled during off duty time.

An employee may utilize accrued sick leave to provide care for a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventative medical care. "Family member" shall be defined as any person identified within FMLA and/or OFLA regulations as a qualifying family member including: spouse, children, step-children, sister, brother, mother, father, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandfather, grandmother, grandchild and/or any other dependent relative residing in the employees' household (in loco parentis).

11.4 Utilization Upon Death, Retirement, or Lay-Off. Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due to illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an Employee's death or retirement: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the Employee's death. Sick Leave shall be paid to the Employee at retirement, unless the Employee is facing discharge, at the following rates below. To be eligible for this retirement benefit, the employee shall have met the continuous service requirement listed below or age 55, whichever is less.
- Completion of 20 years – 30%
  - Completion of 25 years – 40%



- Completion of 30 years – 50%
- B. Upon an Employee's layoff: In the event an employee is laid off by the City, the employee shall have one of the following options:
- Receive thirty percent (30%) of unused sick leave in a cash payment at the time of lay-off at the employee's regular rate of pay which shall result in a zero sick leave balance; or
  - Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 21.3, which would only be available to the employee in the event of recall.

11.5 Part-Time Employees. Accrued sick leave of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned sick leave and shall be entitled to use the full amount earned. Part-time employees will accrue sick leave on a pro-rated basis based on their paid hours.

11.6 Integration with Workers' Compensation. When an injury occurs in the course of employment and an employee receives any workers' compensation disability payment, the City will pay the employees full salary less standard tax and other monthly deductions. The employee shall sign over to the City any Workers' Compensation insurance the employee receives.

The City will cover the first three (3) days lost by the employee due to an on-the job illness or injury without any charge against the employees accumulated sick leave. Employees receiving benefits under this section shall accrue sick leave hours and will continue to receive benefits as provided elsewhere in this agreement.

11.7 Misuse. Misuse of sick leave is grounds for disciplinary action up to and including discharge.

11.8 Medical Verification. The City may, as allowed by law, require the Employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their job. The City agrees to pay any costs associated with the acquisition of such certification that are not covered by the insurance provided to employees under Article 7. In the event that an Employee uses unpaid leave as provided by OFLA or FMLA, medical verification may be required subject to the provisions of those statutes and the City personnel policy.

## **ARTICLE 12 - LEAVES OF ABSENCE**

12.1 Leaves of Absence Without Pay - Criteria and Procedure. The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or

termination of said leave of absence shall be considered as having resigned his/her position with the City and his/her position shall be declared vacant; unless the employee prior to 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 reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 21.3 – Recall.

12.2 Jury Duty Employees shall be granted leave with full pay whenever they are required to report for jury duty. Except for travel pay the Employee shall forward to the City all other pay received for Jury Duty.

For employees who are not scheduled to work during court hours, but are scheduled to work on the same day they are to report to jury duty, their shift shall be considered to be 9 a.m. to 5 p.m. (or 8 a.m. to 6 p.m. for 4:10 employees) on the days they are regularly scheduled to work for the duration of their jury duty. In the event the employee is excused from the jury duty before the end of this shift, they shall report to work.

12.3 Military Leave. Military leave shall be granted as provided by law.

12.4 Family and Medical Leave Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.

12.5 Closure Leave In the event of an emergency, which destroys or renders a City worksite unsafe, the affected employees shall be re-assigned, relocated or released at the discretion of the City. If released, affected employees shall receive compensation at their regular rate in proportion to their scheduled work.

The City Manager or his/her designee, and a trained professional if requested, shall have the authority to declare the implementation of this section.

12.6 Compassionate Leave In the event of a death in the immediate family of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. Immediate family shall be any person defined within FMLA and/or OFLA expectations as a qualifying “family member” including the following: spouse, parent, child, siblings, grandparent, step parent, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

## **ARTICLE 13 - UNIFORMS AND EQUIPMENT**

Required uniforms and equipment will be furnished by the City to employees. Repair or replacement through ordinary wear and tear will be at the City expense.

The City will also furnish at no cost to the employee all required safety equipment as well as approved shoes, gloves, rain gear and an insulated

jacket, and shall adequately replace when necessary as determined by the Department Head or designee.

The City may, from time to time, request and/or assign cell phone(s) (or other relevant communication device) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee issued cell phone or relevant device shall be responsible for and use them according to established City policy.

## **ARTICLE 14 - EDUCATION AND TRAINING**

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City will continue to encourage and provide training and education for its employees based on the availability of funds and operational necessity. Education and training opportunities shall be addressed below or as provided by applicable City and departmental policies.

### **14.1 Required Education/Training.**

All costs of initially acquiring required credentials of a job classification shall be borne by the employee.

All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the job classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs.

Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, compensatory time at time and one half, or flex time on an hour for hour basis, at the employee's discretion.

**14.2 In-service Training.** The City encourages "In-service" training by utilizing the training skills and resources of its employees to train employees in other departments and by providing outside trainers, video/audio tapes, and other resources available.

**14.3 Professional Conferences.** The City will pay for the registration, meals, lodging and related expenses for an employee to attend conferences during work hours when the conference or training program is directly related to the employee's job duties, funds are available and budgeted, and it is approved in advance by the Department Head.

Travel time to and from an approved conference in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, compensatory time at time and one half, or flex time on an hour for hour basis at the employee's discretion.

**14.4 Higher Education Opportunities.** The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhance an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an Employee, the City will provide reimbursement for college level courses, up to a maximum of 6 credits per term, offered by institutions of higher education in the State of Oregon.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended and the City Manager approved the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase of the textbook has been approved by the employee's supervisor and it becomes the property of the City. The City will not pay for any higher educational courses or training in advance.

14.5 Education / Training outside current job description. The City encourages employees to take advantage of continuing education, conferences and training activities outside of the City, which may be beneficial to the employee and his/her career development, job knowledge, and productivity, and not otherwise identified in this Article. Therefore, the City may provide reimbursement upon consideration of employee's written application of the following:

- The type of training, classes or seminar;
- The location of the training, classes, or seminars;
- The cost of tuition; and
- Sponsoring entity of the training, classes, or seminars

## **ARTICLE 15 - SAFETY**

The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of three management representatives from different work areas and one (1) bargaining unit representative each from police, public works and City Hall.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

## **ARTICLE 16 - FILLING OF VACANCIES**

Procedures to fill job openings shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities are relatively equal, as determined solely by the City, seniority within the City shall be the determining factor regarding selection. In this situation, after notice of the employees selected, the affected employee(s) shall have seven (7) days to request and have a discussion with the decisionmaker(s). The position shall not be filled until the end of this seven (7) day period, unless this discussion takes place sooner.

Job openings and promotion or transfer opportunities shall be posted in house only, for two weeks. All internal candidates qualified by virtue of the posted job description shall be afforded an interview prior to posting the position externally. All promotions, transfers and new hires shall be subject to the established probationary period and performance review procedures. With promotional and transfer probation, in the event the employee or City determines that the employee is not performing satisfactorily in the new position, then the employee may return to his/her former or lower classification position for which the employee is qualified based upon related skills and knowledge testing only if it is vacant and the employee has remained in good standing.

## **ARTICLE 17 - WORKING OUT OF CLASS**

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work "Out of Class" as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee's signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

### **17.1 Employee-initiated out of class work:**

The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and properly trained employee be assigned "Out of Class" work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all "Out of Class" work shall be made by City in its sole discretion.

### **17.2 Training Programs:**

Employees participating in training programs performing developmental "Out of Class" work that do not exceed four (4) weeks shall not be subject to this benefit. Training programs shall be established and

documented in writing like regular "Out of Class" work prior to implementation.

## **ARTICLE 18 - JOB DESCRIPTION**

Whenever revisions that are more than too trivial to merit consideration (de minimis) are proposed in any bargaining unit job description, the affected employee(s) and the Union President shall be included in the revision process. In the event of changes in responsibility, skills, or certifications which are not a reclassification of an existing classification, the Union and the City shall bargain a salary adjustment upon request.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

19.1 Discipline and Discharge No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

19.2 Investigation/Due Process The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute

the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At his/her request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

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

The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

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 City's operation;

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 or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 21.5.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.1 Resolution Process The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business

days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

A description and date of the circumstances that led up to or are the cause for the grievance;

A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;

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

A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), notify the management team they are proceeding to arbitration and shall



simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within fourteen (14) work days of the receipt of the list of arbitrators, the parties will select an arbitrator from the list by alternately striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to interpreting and enforcing this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

20.2 Time Limits All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included..

## **ARTICLE 21 - SENIORITY**

21.1 Definition City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 21.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

21.2 Reduction in Force If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

21.3 Recall. Any employee covered by this Agreement who may be on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

21.4 Notice It shall be the responsibility of the employees laid off

to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

21.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

21.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

21.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

Process – The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter

## ARTICLE 22 - STRIKES

22.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

22.2 Union Obligation In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 22.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

22.3 Lockout There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

## ARTICLE 23 - PERSONNEL RECORDS

23.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file and/or receive **not more than four (4) copies a year**, except for background investigation and related confidential reports from previous employers and others, within four (4) business days of an Employee's request. This file will not contain any medically confidential information as provided by applicable law.

23.2 Grievances No grievance material shall be kept in employee personnel files after the grievance has been resolved excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.

23.3 Signature Requirement No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"THE EMPLOYEE'S SIGNATURE DOES NOT  
NECESSARILY INDICATE AGREEMENT."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record.

23.4 Written Responses If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to

prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein. This response shall be included as part of their personnel file until the material is removed.

23.5 Other Inclusions The City may, at its option, include favorable materials in an employee's file that are related to his/her duties. Employees shall be treated equally and requests shall not be unreasonably denied.

23.6 Removal The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations, but may be used to establish forewarning or for litigation defense.

#### **ARTICLE 24 - SAVINGS CLAUSE**

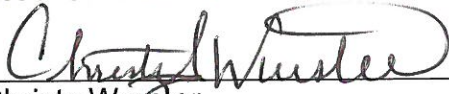
Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

**ARTICLE 25 - TERM OF AGREEMENT**

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

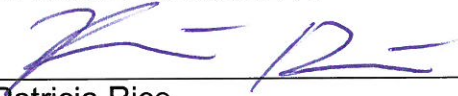
25.2 Renewal This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

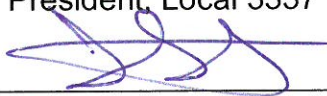
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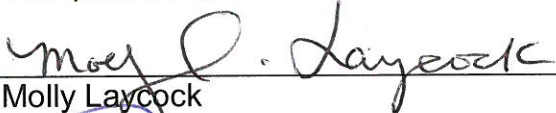
  
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Christy Wurster  
City Manager Pro Tem

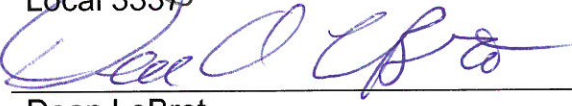
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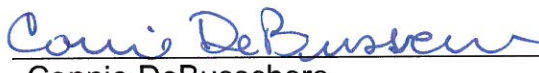
**AFSCME COUNCIL 75**

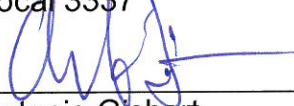
  
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Patricia Rice  
President, Local 3337


  
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Tim Riley  
Vice president, Local 3337

  
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Molly Laycock  
Local 3337

  
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Dean LeBret  
Local 3337

  
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Connie DeBusschere  
Local 3337

  
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Antonio Gisbert  
AFSCME Council 75 Representative

  
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Randy Ridderbusch  
AFSCME Council 75 Representative

9/23/2016  
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## APPENDIX A

### Introduction

The City of Sweet Home has a strong commitment to providing a safe workplace for its employees, and to establishing programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

### Prohibited Conduct

The following conduct is strictly prohibited:

1. Buying, selling, transporting distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
2. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set for in the Department of Transportation "DOT" regulations.

The rules governing reporting to work with prescribed medication present in the body are set forth below:

1. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense to the extent it impacts the employee's ability to perform his/her job. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the City Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
2. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing.
3. Giving false, diluted, or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
4. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

“Drugs” refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

### **Mandatory Testing**

The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol where:

1. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.
2. Reasonable suspicion shall be defined as suspicion based on observations by qualified management employees who can describe the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy. Except in emergency circumstances, said management employees shall be accompanied by an equally trained Union representative employed by the City when assessing reasonable suspicion. The City will select and fully pay for, a training program to qualify management employees and Union representatives to determine if a reasonable suspicion exists in a given instance.

The City will prepare an incident report describing the circumstances that prompted the request for an alcohol and/or drug test which will be made available to the employee and/or the Union upon request.

In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.

3. An employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person or which results in any property damage beyond damage determined by the City to be more than trivial (de minimis). In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.
4. Required by DOT or other applicable laws or regulations.
5. Required pursuant to a rehabilitation agreement imposed by the City.



## **Prescribed Medication**

Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job. This report may be a general description of the treatment. The name of the drug is not required.

## **Searches**

The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions carried into the workplace or brought onto City property. If the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. If the employee desires, he/she may request that a union representative be present during a search of the employee's personal belongings. The city will not request or require any employee to submit to a search of his/her body.

## **Safeguards**

All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and the Department of Transportation. Positive drug test results will be reported to the City Manager. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies which are not covered by the group insurance policy.

Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

## **Rehabilitation**

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient rehabilitation treatment as recommended by the rehabilitation counselors.

The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be subject to immediate discharge, irrespective of such dependencies.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or

vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family and Medical Leave Act.

In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.