

RESOLUTION NO. 869

A RESOLUTION ADOPTING A CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO (UNION) FOR THE PERIOD FROM JULY 1, 2004 THROUGH JUNE 30, 2007.

WHEREAS, the City has recognized the Union as the sole collective bargaining agent for the City's regular full-time and part-time employees, excluding supervisory and confidential employees and employees of the police bargaining unit pursuant to Oregon law, and

WHEREAS, the collective bargaining agreement between the City and Union expired on June 30, 2004, and

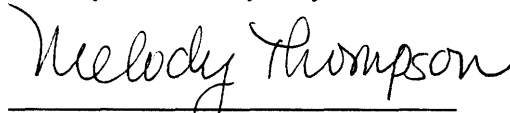
WHEREAS, the City and Union have bargained the terms and conditions of a new contract to be retroactive to July 1, 2004 and to expire on June 30, 2007, now therefore,

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. That the attached contract, marked as Exhibit "A" and by this reference incorporated here, is adopted between the City and Union for the period of July 1, 2004 through June 30, 2007.
2. That the City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. That the Mayor and City administrator are authorized to sign the contract on behalf of the City.


This resolution shall take effect, retroactively, to July 1, 2004.

ADOPTED this 21st day of July, 2004, by the Canby City Council.



Melody Thompson - Mayor

ATTEST:



Kimberly Scheafer, City Recorder - Pro-Tem

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

And

LOCAL 350-6 AFSCME COUNCIL 75
AFL-CIO

July 1, 2004 - June 30, 2007

PREAMBLE

The City of Canby, Oregon ("City") and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO ("Union") agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. Upon receipt of a written request from the Union or its designee, the City and the Union will enter into negotiations regarding wages for the classification.

ARTICLE 2 - EMPLOYEE RIGHTS/SECURITY

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement upon submission of written requests on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the 15th day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable

2.3 Each employee who, thirty (30) days after date of hire, is in a position represented by the Union as defined by Section 1.1 of this Agreement and who chooses not to be a member of the Union shall proportionately and fairly share in the cost of the collective bargaining process. The proportionate and fair share of the cost of the collective bargaining process is the amount of dues uniformly required of each member of the Union.

2.4 Employees covered by Section 1.1 of this Agreement may choose non-association with the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee must pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or other charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative of the Union do not reach agreement on the matter, the Employment Relations Board shall designate such organization. Both parties agree to abide by both Federal and State laws as regards an employee's request pursuant to this Section.

2.5 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.

2.6 The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

2.7 Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

ARTICLE 3 - CIVIL RIGHTS

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of activities he/she may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability or age.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. To fulfill this responsibility the rights of the City shall include, but shall not be limited to: establishing and directing activities of the City's departments and its employees; determining standards of service, methods of operation and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; discipline or discharge for just cause; determination of job descriptions, work schedules and assignment off work; and other rights except as expressly limited by the terms and provisions of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted his/her proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within ten working days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the ten (10) day period, the City may implement the proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or better than that submitted by the proposed subcontractor, the City shall implement the Union proposal.

4.2(e) If the Union proposal is substantially more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain the impact of such action to completion, up to and including a strike.

ARTICLE 5-SENIORITY

5.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

5.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, he/she shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

5.3 Employees off work for fifteen (15) months or more due to a discharge for just cause or voluntary resignation, shall be considered off the seniority list, with the exception of those off due to an industrial accident, layoff or military service.

ARTICLE 6 - LAYOFF

6.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

6.2 Layoff order shall be established within the City on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 6.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 6.5 of this Agreement. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classifications of the position being laid off.

6.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

6.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth (30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

6.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the City, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.
- e. Displace the employee with the lowest seniority in the City in a classification in which the employee has previous service, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.

6.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

6.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates his/her current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

6.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible for recall to a position in his/her classification for a period of two (2) years without loss of seniority. An employee on layoff must keep the City informed of his/her current address and telephone number during the period of layoff.

6.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates his/her pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

6.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

ARTICLE 7 - DISCHARGE/SUSPENSION/WARNING NOTICES

7.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

7.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to his/her employment with the City; (b) willful damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) gross insubordination.

7.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 6.1 of this Agreement.

7.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public

7.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

ARTICLE 8 - HOURS OF WORK/OVERTIME

8.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to wave the notification requirement.

8.2 The normal workday shall consist of eight (8) consecutive hours per day. The normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violates Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to a lunch period of not less than one-half (1/2) nor more than one (1) hour, to be taken on the employee's own time approximately midway in each shift. A rest break not to exceed fifteen (15) minutes, on the City's time, shall be scheduled approximately midway in each shift.

8.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

8.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of his/her work assignment.

ARTICLE 9 - REPORTING PAY/CALL BACK

9.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified prior to their departure for work not to report to work. Once put to work employees shall be entitled to a minimum of four (4) hours of work or pay therefore. All employees shall provide a telephone number where they may be reached when necessary.

9.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

ARTICLE 10 - STAND-BY DUTY

Stand-by is defined as any time an employee is required to be available to receive emergency phone calls during evenings and weekends outside of normal working hours. Pagers(s) shall be provided to the employee(s).

Employees will be required to be on stand-by duty for a consecutive seven (7) day period and shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on stand-by duty for a period which includes a holiday shall receive an additional eight (8) hours of compensatory time or salary.

Stand-by will be distributed equally among employees who would like to be included. The program will be voluntary unless those participating in the program agree that there are not enough volunteers, at which time the City and Union will meet to discuss and bargain a mandatory standby program.

ARTICLE 11- COMP TIME

11.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of his/her regular rate of pay should he/she perform an overtime assignment, provided that he/she makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to forty (40) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative.

11.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if he/she elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

11.3 Employees on comp time leave shall be treated as though they are on a leave of absence and will not be considered to be on the City's payroll or on the job, even though premium pay is being paid for such time off. This provision specifically holds the City harmless for any contingencies which may arise while the employee is on comp time leave, whereas such employee shall not be treated as "on-the-job" in the event of an accident or illness.

ARTICLE 12 - WASTEWATER TREATMENT PLANT

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per day at the rate of time and one half (1 1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per day at the rate of two (2) times their regular rate of pay.

ARTICLE 13 – HOLIDAYS

13.1 The following days shall be recognized as paid holidays, regardless of the day of the week on which the holiday falls:

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July Fourth	Day before Christmas
Labor Day	Christmas Day
Personal Day (floating)	

13.2 To qualify for holiday pay, an employee shall have been available for work on his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 13 - Sick Leave. Holiday pay shall be compensated at the employee's regular straight time hourly rate of pay.

13.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or pay therefore.

ARTICLE 14 – VACATIONS

14.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. The following vacation allowance shall be observed providing for pay in the equivalent of forty (40) hours at their regular rate of pay for each week of earned vacation:

<u>Service Completed</u>	<u>Vacation Earned</u>
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Three (3) weeks plus one (1) day

Eleven (11) years
Twelve (12) years
Thirteen (13) years
Fourteen (14) years

Three (3) weeks plus two (2) days
Three (3) weeks plus three (3) days
Three (3) weeks plus four (4) days
Four (4) weeks

14.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

14.3 All time off for vacations shall be by mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

14.4 The maximum vacation accrual limit shall be two hundred fifty (250) hours. Vacation accrual may be accumulated beyond these limits during the year but will be reduced to two hundred fifty (250) hours on each employee's anniversary date. Vacation accrual exceeding the two hundred fifty (250) hour limit will not be compensated.

14.5 Accrual for regular part-time employees. Regular part-time employees shall be granted vacation leave on a pro rata basis using a two thousand eighty (2080) hour base.

ARTICLE 15 - SICK LEAVE

15.1 All full-time employees covered by this Agreement for ninety (90) days or more shall be entitled to accumulate sick leave credits. From July 1, 2004 through June 30, 2005 each eligible employee shall accumulate ten (10) hours of sick leave per month. From July 1, 2005, each eligible employee shall accumulate eight (8) hours of sick leave per month.

15.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

15.3 Sick leave may be used in the event of an employee's illness or off-the-job injury. The City may require a doctor's certificate to substantiate loss of time due to illness or off-the-job injury.

15.4 Employees taking time off for medical or dental appointments shall have such time off charged against their sick leave benefits.

15.5 Employees off on Industrial Accident shall be allowed to supplement Workers' Compensation benefits as provided in the following Article.

15.6 An employee may be allowed to use sick leave for medical emergencies involving members of the immediate family as defined in Article 17.

15.7 An employee off work due to an on the job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation payments for thirty (30) days from the date of the injury. The City will supplement the difference thereafter for a period of one hundred eighty (180) calendar days. The City's supplement may be extended at the discretion of the City Council.

ARTICLE 16 - WORKERS COMPENSATION

16.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

16.2 The City will maintain Health and Welfare contributions as defined in Article 21 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

ARTICLE 17 - FUNERAL LEAVE

17.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary

17.2 Additional leave with pay may be granted by the City Administrator

17.3 The employee's immediate family shall include the employee's spouse, child(ren), parent(s), brother(s), sister(s), grandparent(s), father-in-law, mother-in-law

ARTICLE 18 - JURY DUTY

18.1 An employee shall be granted leave with full pay any time he/she is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

18.2 If an employee serving on jury duty is excused, dismissed, or not selected, he/she shall report for his/her regular work assignment.

ARTICLE 19 - PARENTAL LEAVE

The City will allow employees to take parental or family leave in accordance with State and Federal law. An employee may elect to use accumulated leave time or leave without pay

ARTICLE 20 - LEAVES OF ABSENCE

20.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

20.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but he/she shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

ARTICLE 21 – WAGES

21.1 Effective July 1, 2004 compensation for all employees shall be pursuant to the salary schedules attached and marked as Attachment A (for the period July 1, 2004 through June 30, 2005), Attachment B (for the period July 1, 2005 through June 30, 2006), and Attachment C (for the period July 1, 2006 through June 30, 2007). Each of the said attachments begins with Step 2, which shall be the entry level salary for each position. The parties to this Agreement acknowledge that the use of the term “Step 2” as a beginning salary is done to facilitate the transition from the previous salary schedule.

Employees who on June 30, 2004 are at Step 1 of Attachment A to the July 1, 2001 through June 30, 2004 Collective Bargaining Agreement between the City and Union shall be moved to Step 2 effective July 1, 2004. Any such employee whose anniversary date, pursuant to Article 29 of this Agreement, is July 1 shall be eligible for an increase to Step 3 pursuant to the performance evaluation provisions of the final paragraph of this subsection.

Effective July 1, 2004 all other employees shall occupy the step they occupied on June 30, 2004, except that any such employee whose anniversary date, pursuant to Article 29 of this Agreement, is July 1 shall be eligible for an increase pursuant to the performance evaluation provisions of the final paragraph of this subsection.

Increases in wages by incremented steps in Attachment A, Attachment B, and Attachment C to this Agreement shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 29 of this Agreement.

21.2 Pay days shall be twice monthly

21.3 Bilingual Premium. Any employee whose job requires fluency in Spanish shall receive, in addition to his/her regular pay, a three percent (3%) premium

ARTICLE 22—PER DIEM AND MILEAGE REIMBURSEMENT

Employees shall be paid a per diem allowance for approved travel for meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate listed at www.gsa.gov and in effect at the time of the travel;
2. For travel outside of the continental United States the OCONUS per diem rate listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at www.gsa.com and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

ARTICLE 23 - HEALTH AND WELFARE

23.1 The City will provide Health, Dental, Medical, Vision, Prescription Drug and insurance coverage for full time employees and their dependents.

Effective August 1, 2004 the City's share of the cost for the Medical premium shall be calculated by adding the actual premium amount effective July 1, 2004 and fifty percent (50%) of the rate increase, if any, to the new premium amount effective as of August 1, 2004. This will create a new base amount for the City cost. The employees' share of the cost for the Medical premium will fifty percent (50%) of the increase, if any, to the new premium amount effective August 1, 2004. This will create a base amount for the employee share. In no case shall the employees' share of the cost be more than ten percent (10%) of the full cost of the medical premium.

Effective July 1, 2005 the City's share of the cost for the Medical premium shall be calculated by adding the base amount effective July 1, 2005 and fifty percent (50%) of the rate increase as reported August 1, 2005. This will create a new base amount for the City cost. The employees' share of the cost for the Medical premium will be the base amount effective July 1, 2005 and fifty percent (50%) of the increase effective August 1, 2005. This will create a base amount for the employee share. In no case shall the employees' share of the cost be more than 10 of the full cost of the medical premium.

Effective July 1, 2006 the City's share of the cost for the Medical premium shall be calculated by adding the base amount effective July 1, 2006 and fifty percent (50%) of the rate increase as reported August 1, 2006. This will create a new base amount for the City cost. The employees' share of the cost for the Medical premium will be the base amount effective July 1, 2006 and fifty percent (50%) of the increase effective August 1, 2006. This will create a base amount for the employee share. In no case shall the employees' share of the cost be more than ten percent (10%) of the full cost of the medical premium

23.2 The City will fully pay dental and vision insurance for all employees.

23.3 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

<u>FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE	100%
.89 to .66 FTE	75%
.65 to .50 FTE	50%

Benefits include sick leave, vacation leave, holiday leave, and medical, vision, and dental insurance.

In the event that an employee chooses not to be covered, the obligation of the City shall be only for a cash payment of the applicable policy amount to the employee, and the City shall have no obligation for medical coverage beyond that cash payment. In the event that an employee chooses to be covered and the City's responsibility for payment is less than one hundred percent (100%), the City is authorized to deduct an amount necessary to provide full coverage.

23.4 The City shall provide life insurance in the amount of one and one half (1.5) time the employee's annual salary for every regular full and part-time employee.

ARTICLE 24 - RETIREMENT PLAN

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and, further, the City agrees to pay the six percent (6) employee contribution.

ARTICLE 25 - SAFETY COMMITTEE

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order 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 (unless that supervisor is in the bargaining unit and then the grievance shall go to the supervisor's immediate supervisor) within seven (7) calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

Step 3. The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 4. If the grievance remains unresolved after Step 3, the employee or a Union representative shall, within ten (10) calendar days of receipt of the Step 3 decision, notify the City Administrator of their desire to invoke the Board of Adjustment. The Board of Adjustment shall consist of two members selected by the City and two members selected by the Union. The Board of Adjustment shall meet within ten (10) days of the Union's notice to the City Administrator. The Board of Adjustment shall hear and consider all information as presented by the parties. The Board shall, within five (5) days of the hearing, issue a written recommendation or notice of impasse if the Board members come to an impasse.

Step 5. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4, submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 24.3.

26.2 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 the parties. Failure 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.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

26.3 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) arbitrators shall be requested from the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list received. 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.

(c) The cost of the arbitrator shall be borne by the losing party. Each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be final and binding upon the parties.

(e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

ARTICLE 27 - STRIKE/LOCKOUT

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout. The exception to this Article is found in Section 4.2(e) of this Agreement.

ARTICLE 28-UNIFORMS/PROTECTIVE CLOTHING

28.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

28.2 The City shall make available protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.

28.3 The City agrees to annually provide employees with rain gear or an allowance of up to \$100.00 per employee for the purchase or replacement of rain gear.

28.4 The City agrees to provide public works and other field employees with an initial uniform issue. The City also agrees to provide said employees with an annual clothing and boot allowance of \$350.00 per employee for the replacement and/or repair of the uniforms and/or boots.

ARTICLE 29 - EMPLOYEE EVALUATIONS

29.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. If an employee is hired on or before the 16th of the month, the anniversary date will be the 16th of the month. If an employee is hired after the 16th of the month, the anniversary date will be the first day of the following month. Employees at the top step of the range shall receive an annual evaluation as provided within this Article.

If a performance evaluation is not completed within thirty days (30) after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) day performance improvement plan for the employee within the ninety (90) day period, the employee shall receive a step increase effective the date of the most recent review.

29.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

ARTICLE 30 - SHOP STEWARDS

30.1 The Union may select a Steward(s) from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

30.2 The Steward shall notify his/her supervisor prior to leaving his/her work area for the above-stated purposes.

30.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 28.1 of this Agreement.

ARTICLE 31 – RESIDENCY

All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.

ARTICLE 32 - CITY CLOSURE

If, due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked. If the City

remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

ARTICLE 33 - DRUG AND ALCOHOL POLICY

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

ARTICLE 34 - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 35 - EXISTING CONDITIONS

35.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) days from receipt of notice from the City.

35.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates.

ARTICLE 36 - TERMINATION OF AGREEMENT

36.1 This Agreement shall become effective July 1, 2004 and shall remain in full force and effect through June 30, 2007, except that the provisions of Article 23 of this Agreement regarding the insurance plan and/or plan design during the final year of this Agreement may be reopened by either party without the consent of the other upon written notice delivered no later than February 1, 2006. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2007, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 26-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

36.2 This Agreement shall be automatically renewed on July 1, 2007 and each year thereafter unless either party notifies the other in writing not later than March 1, 2007 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than April 1, 2007.

This AGREEMENT is hereby executed this 21st day of July, 2004.

FOR THE CITY:

BY: 

Mark Adeock
City of Canby Administrator

BY: 

Melody Thompson
City of Canby Mayor

FOR THE UNION:

BY: 

Dan Mickelson
Bargaining Team Member

BY: 

Joyce Peters
Bargaining Team Member

BY: 

Dave Conner
Bargaining Team Member

BY: 

Susan Skites
Council Representative
Oregon AFSCME Council 75

Attachment A

July 1, 2004 to June 30, 2005
5% steps 2-6. 3% steps 7-8, with 3% cola

Position	Entry Level	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Office Specialist I	2198	2307	2423	2544	2671	2751	2834	
Office Specialist II	2320	2436	2558	2685	2820	2904	2991	
Office Specialist III	2940	3086	3241	3403	3573	3680	3791	
Office Specialist IV	3440	3612	3793	3983	4182	4307	4436	
Library Coordinator	2319	2435	2556	2684	2818	2903	2990	
Tech Ref Librarian	2319	2435	2556	2684	2818	2903	2990	
Associate Planner	3500	3675	3858	4051	4254	4382	4513	
Project Planner	3500	3675	3858	4051	4254	4382	4513	
Parks Maint Worker	2393	2513	2639	2771	2909	2996	3086	
Utility Maintenance I	2393	2513	2639	2771	2909	2996	3086	
Utility Maintenance II	2577	2706	2841	2983	3133	3227	3323	
Utility Maintenance III	2799	2939	3086	3240	3402	3504	3609	
Parks Lead	3029	3181	3340	3507	3682	3793	3906	
Public Works Lead	3326	3492	3666	3850	4042	4164	4288	
Mechanic Tech I	2393	2513	2639	2771	2909	2996	3086	
Mechanic	3041	3193	3353	3521	3697	3807	3922	
Lead Mechanic	3326	3492	3666	3850	4042	4164	4288	
Swim Instructor	2393	2513	2639	2771	2909	2996	3086	
Swim Operator	3141	3298	3463	3636	3818	3932	4050	
Building Official	4085	4289	4504	4729	4965	5114	5268	
Code Enforcement	2639	2771	2909	3055	3208	3304	3403	
User Service Tech.	2975	3124	3280	3444	3616	3725	3836	
Operator I	2885	3029	3181	3340	3507	3612	3720	
Operator II	3168	3326	3493	3667	3851	3966	4085	
Operator III	3468	3641	3823	4015	4215	4342	4472	
Operator Lead	3572	3751	3938	4135	4342	4472	4606	

Attachment B

July 1, 2005 to June 30, 2006
5% steps 2-6. 3% steps 7-8, with 3% cola

Position	Entry Level Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Office Specialist I	2264	2377	2496	2620	2751	2834	2919
Office Specialist II	2389	2509	2634	2766	2904	2991	3081
Office Specialist III	3028	3179	3338	3505	3680	3791	3904
Office Specialist IV	3543	3721	3907	4102	4307	4436	4569
Library Coordinator	2388	2508	2633	2765	2903	2990	3080
Tech Ref Librarian	2388	2508	2633	2765	2903	2990	3080
Associate Planner	3605	3785	3974	4173	4382	4513	4648
Project Planner	3605	3785	3974	4173	4382	4513	4648
Parks Maint Worker	2465	2588	2718	2854	2996	3086	3179
Utility Maintenance I	2465	2588	2718	2854	2996	3086	3179
Utility Maintenance II	2655	2787	2927	3073	3227	3323	3423
Utility Maintenance III	2883	3027	3178	3337	3504	3609	3718
Parks Lead	3120	3276	3440	3612	3793	3906	4024
Public Works Lead	3425	3597	3776	3965	4164	4288	4417
Mechanic Tech I	2465	2588	2718	2854	2996	3086	3179
Mechanic	3132	3289	3453	3626	3807	3922	4039
Lead Mechanic	3425	3597	3776	3965	4164	4288	4417
Swim Instructor	2465	2588	2718	2854	2996	3086	3179
Swim Operator	3235	3397	3566	3745	3932	4050	4171
Building Official	4207	4418	4639	4871	5114	5268	5426
Code Enforcement	2718	2854	2997	3146	3304	3403	3505
User Service Tech.	3064	3217	3378	3547	3725	3836	3951
Operator I	2972	3120	3276	3440	3612	3720	3832
Operator II	3263	3426	3598	3777	3966	4085	4208
Operator III	3572	3751	3938	4135	4342	4472	4606
Operator Lead	3679	3863	4056	4259	4472	4606	4744

Attachment C

July 1, 2006 to June 30, 2007
5% steps 2-6. 3% steps 7-8, with 3% cola

Position	Entry Level step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Office Specialist I	2331	2448	2570	2699	2834	2919	3006
Office Specialist II	2461	2584	2713	2849	2991	3081	3174
Office Specialist III	3119	3274	3438	3610	3791	3904	4021
Office Specialist IV	3650	3832	4024	4225	4436	4569	4706
Library Coordinator	2460	2583	2712	2848	2990	3080	3172
Tech Ref Librarian	2460	2583	2712	2848	2990	3080	3172
Associate Planner	3713	3899	4093	4298	4513	4648	4788
Project Planner	3713	3899	4093	4298	4513	4648	4788
Parks Maint Worker	2539	2666	2799	2939	3086	3179	3274
Utility Maintenance I	2539	2666	2799	2939	3086	3179	3274
Utility Maintenance II	2734	2871	3014	3165	3323	3423	3526
Utility Maintenance III	2969	3118	3274	3437	3609	3718	3829
Parks Lead	3214	3374	3543	3720	3906	4024	4144
Public Works Lead	3528	3705	3890	4084	4288	4417	4550
Mechanic Tech I	2539	2666	2799	2939	3086	3179	3274
Mechanic	3226	3388	3557	3735	3922	4039	4161
Lead Mechanic	3528	3705	3890	4084	4288	4417	4550
Swim Instructor	2539	2666	2799	2939	3086	3179	3274
Swim Operator	3332	3499	3673	3857	4050	4171	4297
Building Official	4334	4550	4778	5017	5268	5426	5588
Code Enforcement	2800	2940	3087	3241	3403	3505	3610
User Service Tech.	3156	3314	3480	3654	3836	3951	4070
Operator I	3061	3214	3374	3543	3720	3832	3947
Operator II	3361	3529	3705	3891	4085	4208	4334
Operator III	3679	3863	4056	4259	4472	4606	4744
Operator Lead	3790	3979	4178	4387	4606	4744	4887