

RESOLUTION No. 1425

A RESOLUTION REPEALING RESOLUTION 998-R AND ADOPTING NEW PERSONNEL POLICIES, PROCEDURES AND RULES, AS WELL AS A MANAGEMENT, NONREPRESENTED EMPLOYEES POLICY MANUAL.

1. **WHEREAS**, the City Council of Troutdale adopted resolution 998-R, personnel policies, procedures and rules, in November, 1992; and

2. **WHEREAS**, a Collective Bargaining Agreement for represented employees was signed after the policies, procedures and rules were adopted; and

3. **WHEREAS**, the terms in the Collective Bargaining Agreement are not compatible with the personnel policies, rules and procedures; and

4. **WHEREAS**, management level employees are not governed by the Collective Bargaining Agreement and need to have a personnel policy manual; and

5. **WHEREAS**, there have been changes in state and federal employment regulations since 1992; and

6. **WHEREAS**, there have been changes in City employment practices since 1992; and

7. **WHEREAS**, the City Administrator, as the City Personnel Officer, is familiar with the terms in the Collective Bargaining Agreement and the City's personnel policies, procedures and rules and has worked with a team of labor consultants in drafting the Personnel Handbook and Management Nonrepresented Employees Policy Manual, attached as exhibits 1 and 2.

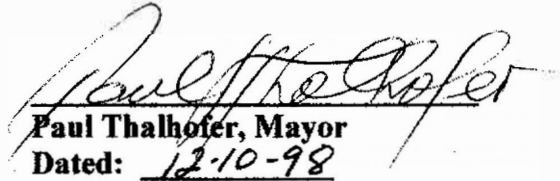
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

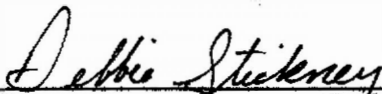
Section 1. That Resolution 998-R is repealed as of the date this resolution takes effect.

Section 2. That personnel policies, procedures and rules in the attached Personnel Handbook, which is labeled Exhibit 1 and incorporated by reference, is hereby adopted.

Section 3. That the attached Management Nonrepresented Employees Policy Manual, which is labeled Exhibit 2 and incorporated by reference, is hereby adopted.

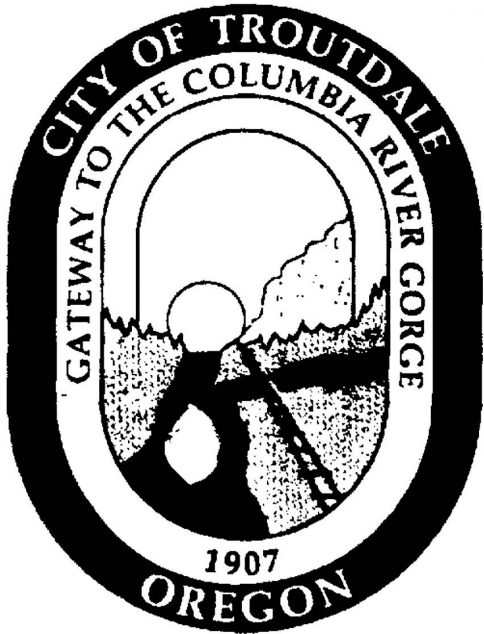
YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 12-10-98


Debbie Stickney, Acting City Recorder
Adopted: 12-8-98

CITY OF TROUTDALE

Personnel Policies, Procedures and Rules Handbook



December 1998

PERSONNEL POLICIES, PROCEDURES AND RULES HANDBOOK

PURPOSE

This Personnel Handbook is created to establish a comprehensive personnel system with equitable and uniform policies and procedures for dealing with personnel matters and conduct. It is designed to be used as a supplement to your Collective Bargaining Agreement or the Management, Nonrepresented Employees Policy Manual. In the event of a conflict, the Collective Bargaining Agreement and Management and Nonrepresented Employees manual shall be the superior documents.

I. ORGANIZATIONS AFFECTED

- A.** All City Departments and their respective personnel shall be equally affected by, and responsible for conformance with, this handbook.
- B.** All employees co-employed by the City and another agency and hired by or paid by other agencies such as, but not limited to, the Veterans Administration, shall be considered to be regular City employees in the application of these policies, procedures and rules, except where specifically agreed, in writing, by the City, the agency, and the employee to be different from these policies, procedures and rules.

II. POLICY

- A.** It is the policy of the City of Troutdale that all of its personnel actions shall be based on principles of fairness and merit. Such policies, procedures and rules are necessary to assure the efficient and effective provision of City services, and further, such services, procedures and rules shall be developed into a written system of administration for all personnel actions.
- B.** Uniform personnel practices shall apply at all levels of the personnel system. In no way shall any of the City's policies, practices or rules unduly affect the property or liberty of its employees. Rules and procedures are to be established to set standards governing recruitment, examination, selection, appointment, compensation, training, motivation, promotion, retention, tenure, transfer, layoff, discipline and discharge. The basis for action, pursuant to such standards, will be impartial and equally applied.
- C.** Policies, procedures and rules are only as good as the human nature employed in their administration. Such administrative variances as provided by these rules,

and such administrative rules as necessary for good administration, may be implemented by the City's personnel and managerial staff so long as such rules are not in conflict with this policy.

- D.** Equal employment opportunity at the City of Troutdale is defined as a policy of approaching all employment-related decisions based on the skills, experience, education, and demonstrable ability to perform the essential tasks of the position being offered, without reference to age, sex, race, color, religion, national origin, or disability.

Employment applications, job descriptions, advertising, and interviews for job openings will be confined to whether the applicant can perform particular job functions. Based on the responses received, should it appear that an applicant might have difficulty with an essential function of the job, due to a qualifying disability as defined by the Americans with Disabilities Act, every effort will be made to provide reasonable accommodation, in cooperation with the applicant.

Should a current employee suffer a qualifying disability, every reasonable accommodation, including reassignment to a vacant position for which the employee is qualified, will be made.

Offers of employment, including promotions, may, depending on the physical requirements of the essential functions of the particular job, require the applicant(s) to have an appropriate medical examination. In all such instances, information obtained as a result of medical examination will be maintained in a separate, confidential file, limited to job related inquiries, specific physical job requirements, and consistent with business necessity.

It is the intent of the City of Troutdale to apply these policies to all employment practices, including, but not limited to: job applications procedures and testing, hiring, termination, advancement, promotion, compensation, training, recruitment, advertising of job openings, layoff and recall, leaves of absence, fringe benefits, and all other employment-related activities.

Any alleged violation of this policy should immediately be brought to the attention of the City Administrator/Personnel Director or designee, who will institute an appropriate investigation as deemed necessary to substantiate the facts surrounding the alleged violation. Based upon this information, appropriate disciplinary action to correct the violation will be taken as indicated by the facts of the case. A written record will be maintained containing the results of the investigation for any proven violation.

- E.** Compensation shall be based on principles of fairness and financial ability of the City. Employees shall be compensated from a pay range based on a median pay policy whereby the City pays a comparable rate for comparable work by most

comparable employers. The City reserves the right to reduce service levels and to reclassify, reassign, or lay off personnel if financial constraints so necessitate. The City will provide such benefits as Council deems necessary to remain competitive as an employer in attracting, retaining and motivating good employees; and to recognize outstanding ability or different responsibilities among employees or classes of employees. Establishment of the ranges within this pay policy and benefits programs shall be reserved to the City Administrator.

- F. Safety is a policy of the City of Troutdale. Each employee is expected to use good judgment and to follow established procedures on all jobs, and in so doing is expected to protect his or her own safety and that of other employees and of the public. All supervisors or managers are responsible for assuring the safety of the workplace and all of the equipment used by their personnel. Appropriate disciplinary action shall be expected in all cases where violations of this safety policy or City safety procedures or rules have occurred.

The Safety Committee will review all accidents or near accidents involving any City vehicles or equipment as well as Workers Compensation claims in accordance with the established accident investigation policy.

- G. Productivity and honesty are required by the City of all employees. Discipline or discharge shall be utilized only when reasonable positive motivational and managerial practices have failed to achieve a reasonable level of productivity from an employee. Team building is desired as a means of achieving productivity as a group beyond the composite of the individual employees within the group. No employee shall be disciplined for actions or failures of an employee group, but individual action may, however, be taken against any or all individuals for their individual responsibilities within the group. Managerial and supervisory personnel may be evaluated in accordance with the overall productivity and goal achievement of the employee group they supervise and manage. Dishonesty, including abuse of sick leave which is time theft, or corruption and abuse of authority for personal gain or favor, shall not be tolerated. Proven violations will result in disciplinary action up to and including discharge.

III. PROCEDURES

- A. The City Administrator, or designee, shall cause a Personnel Record to be maintained for each employee of the City. Personnel Records will be kept in a Central Personnel File contained in the Executive Department.
- B. The Personnel Record shall contain all of the employee's official records, including but not limited to: title of position held, job description, items relating to promotion, changes in pay status, disciplinary actions or recognition awards,

training received, and other information as may be considered pertinent and which is job related.

- C. A separate file will be maintained which will contain materials of a sensitive nature but which are not directly related to an employee's job performance, such as: workers compensation information, medical records, garnishments, etc.
- D. Departments, at their discretion, may maintain departmental personnel records to assist in the development and implementation of employee job-related training programs.
- E. Supervisors may maintain employee files to be used for evaluation or disciplinary purposes. This material shall be kept confidential. Material maintained for evaluation purposes shall be made part of the next evaluation and forwarded to personnel to become part of the personnel record. Material used for disciplinary purposes shall be made part of the disciplinary record and forwarded to personnel as soon as possible to become part of the personnel record. Supervisors shall not retain material that has been used in an evaluation or disciplinary action for a period of more than one year.
- F. Employee personnel records shall be considered confidential and shall be accessible in the following manner:
 - 1. Contents of an employee's personnel record shall not be disclosed to anyone other than the City Administrator or staff designee, appointing or supervising authority, the employee, or the employee's specially authorized representative, or as may be required by court order.
 - 2. No derogatory material may be placed in an employee's personnel record unless the employee has been allowed to read it and has indicated, by signature, that the employee knows the material is being placed in the employee's file.
 - 3. The employee may submit a written response regarding any material which the employee considers derogatory, to be placed in the employee's file.
 - 4. No portion of any employee's file shall be reproduced without authorization of the City Administrator or designee.
 - 5. The contents of the employee's personnel file are to be considered City property; however, employees have the right to review and obtain copies of their personnel record. Separated employees may request one copy of their personnel file at no charge for a period of up to one year from date of separation.

G. The Personnel Record shall be designed with a retention cycle in accordance with the City's record retention schedule. Personnel shall review the employee's personnel record when each performance or salary review is due and shall remove all material in expiration of the retention period specified.

H. In the event any allegations are made against an employee for conduct which would lead to disciplinary action, all evidence, memorandums, allegations and other materials relating thereto shall be kept confidential and shall not be placed in the personnel file until the allegation is substantiated and appropriate disciplinary action has been determined.

I. Investigations

It is the policy of the City of Troutdale to investigate all complaints of any employee misconduct and to equitably determine whether the allegations are valid or invalid. The City Administrator shall be advised of any and all written complaints against any City employee. An investigation will be completed by the City Administrator and/or designee in order for appropriate action to be determined.

IV. DEPARTMENTAL RULES AND PROCEDURES

A. Each department of the City may establish written departmental rules, regulations and procedures applicable to that particular department. Such rules, regulations and procedures shall be subject to approval by the City Administrator as consistent with the needs of the City and with the provisions of this handbook, and all collective bargaining agreements. [A copy shall be furnished to the Executive Department and updates supplied by the department as changes are made.]

V. CLASSIFICATION

A. Position Classification Plan

1. A position classification plan shall be enforced as part of these rules. Copies of this plan and of specifications for individual positions shall be available in the Executive Department.
2. The classification plan shall establish the ranges and steps of pay.

B. Purpose:

1. The purpose of the classification plan shall be to provide like pay for similar responsibilities and job functions.

C. Class:

1. A class shall comprise one or more positions that are so similar in the basic character of their duties and/or responsibilities that the same pay scale can be applied. The same classification requirements shall be generally applied to all positions in a class regardless of the department in which the position is located.

D. Class Specification:

1. The class specification shall state the characteristic duties, responsibilities, and qualification requirements which distinguish a given class from other classes. The specification shall be descriptive but not restrictive; that is, the class specification shall describe the more typical types of work which may be allocated to the given class but shall not be construed to restrict the assignment of other duties related to the individual positions within a class.

E. Job Descriptions:

1. Job descriptions shall be developed for each authorized position.

F. New Positions and Job Titles:

1. The Personnel Officer or a designee shall be responsible for keeping the classification plan current through periodic studies of the positions within the City service.
2. No position or class shall carry an official title which has not been approved by the City Administrator.
3. Only the City Administrator may create new positions and allocate the positions to an appropriate class.

G. Reclassification:

1. Positions may be reclassified by the Personnel Officer or a designee whenever the duties of the position change materially, provided the

reclassification can be accomplished within the limitation of the current budget of the City.

2. Reclassification of a position shall not be used to circumvent the effects of disciplinary action or to avoid restriction concerning compensation.
3. Employees may request a reclassification when they believe the duties of the position may have materially changed. Requests, with supporting documentation, including current job description signed by the immediate supervisor, shall be submitted to the department head. The department head shall review the request and forward it with a recommendation to the Personnel Officer for review and decision. An employee requesting a reclassification shall receive a determination within three months of the request.

H. Appointment Rate:

1. New employees will be hired at Step "A" of the salary range established for their position. Appointment at any step greater than Step "A" will require approval of the City Administrator.

I. Step Pay Increases – Merit:

1. The City Administrator shall have the authority to award merit increases within established pay ranges for all employees; however, this authority shall not be greater than five percent (5%) of the budget estimate.
2. It is the intent of the City to base all step pay increases on merit. Step increases shall be based on performance reviews and shall be approved by the City Administrator.
3. The first step pay increase may occur at the end of the new employee's trial service period and further merit increases may be granted twelve months from the employee's previous step increase. Merit increases are not automatic and are based on annual performance reviews indicating an above average performance for the previous year. Supervisors are responsible for making the recommendation for merit increases and approval is authorized only upon the City Administrator's approval of the recommendation.
4. Employees who achieve the top step within a range shall remain at the top step until such time as they are promoted, demoted, or transferred to a position in a different pay range, or when the classification plan is adjusted. Employees shall be evaluated every six months alternating between performance and merit evaluations until they reach the top step

within a range, at which time they will receive an annual performance evaluation.

J. Acting Pay:

1. Employees assigned substantially all of the duties and responsibilities of a higher classification for more than ten (10) consecutive working days shall be paid retroactively to the first day of the assignment, at least the entry step in the higher range or five percent (5%) above their current rate of pay, whichever is greater. The "acting pay" shall remain in effect until the employee resumes his or her normal responsibilities and duties.
2. The acting assignment request must be made in writing by the department head and approved by the City Administrator.
3. Acting assignments shall not continue beyond six (6) months unless a written request by the department head is approved by the City Administrator. The request may extend the acting assignment for a maximum period of three (3) months and must also contain a course of action to alleviate the "acting" status of the position.
4. The employee may be eligible for merit reviews in the higher range but the employee shall revert to the original pay range (plus any merit reviews for which he or she may be eligible) at the end of the acting assignment.
5. Refusing to accept an acting appointment or removal from the acting position after not being selected for permanent appointment shall not be reflected in the employee's performance evaluation record in any negative fashion.

K. Pay Periods:

1. There are twenty-six (26) pay periods per year. Pay days are every other Friday. An employee may request an emergency partial salary payment. The maximum partial payment an employee may receive shall not exceed fifty percent (50%) of the employee's net monthly earnings or accrued vacation and sick leave, whichever is less. An employee shall be limited to one emergency partial payment in each six month period. All requests must be approved by the City Administrator.

VI. GENERAL POLICIES & PROCEDURES

A. Appointment:

1. All original appointments to vacancies shall be made solely on the basis of merit, efficiency, and demonstrated ability to perform the essential functions of the position.
2. No question in any test or application form shall be framed in such a manner as to ask for information concerning sex, race, color, national origin, age, political or religious affiliation, or physical disabilities.
3. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment and during employment.

B. Position Vacancies:

1. Departmental position vacancies shall be filled by a department head submitting a personnel request to the Executive Department.

C. Physical and Mental Examinations:

1. If a physical and/or mental examination is required by the City, the City will pay for the cost of the examination so long as it has been previously authorized by the City Administrator.

D. Trial Service (Employment or Promotion):

1. All original and promotional appointments shall be tentative and subject to a trial service period. For all employees except police officers, in cases where the responsibilities of the position are such that a longer period is necessary to demonstrate an employee's qualifications, the trial service may be extended; however, no trial service period shall be extended beyond twelve (12) months. The employee shall be notified during the end of trial service review, of the reasons for the extension. These reasons shall be clearly written in the review along with a plan of action for the employee to follow, in order to allow for successful completion of the trial service period. Extensions of the trial service period must be approved by the City Administrator.
2. Individuals hired for police officer positions will have an eighteen (18) month trial service period. There will be no extension of the trial service period for police officers.

3. During a six month trial service period, the employee shall not be eligible for vacation benefits, but shall earn vacation credit to be taken at a later date if the trial service period is successfully completed. All department director personnel in trial service must have the City Administrator's approval prior to vacation time being paid. The vacation policy shall be revised by Council Resolution. Vacation credit shall not be awarded until the end of the trial service period.
4. Upon completion of the trial service period, the employee shall be considered as having satisfactorily demonstrated his or her qualifications for the position, shall attain regular status, and shall be so informed by the department director at the time of the performance review.
5. During the trial service period, the employee may be terminated for any reason, at any time, and without appeal. If the employee is terminated either voluntarily or involuntarily during the trial service period, the only information that will be released to future potential employers or other inquirers is that "the employee quit during the trial service period by mutual agreement.," unless otherwise requested by the employee and City Administrator.

E. Hours of Work:

1. The hours during which the City offices and departments shall be open for business shall be determined by the City Council and the Mayor. The specific hours of work for individual employees may be varied from the normal business hours by the City Administrator to provide maximum efficiency and public service.
2. One hour for meals is allowed on the employee's time during any regular 8:00 a.m. to 5:00 p.m. workday. Normally, this meal period will be scheduled after four hours work.
3. A regular eight-hour workday allows for fifteen minute breaks twice a day, approximately two hours after beginning work and two hours after returning to work following the lunch period.

F. Attendance:

1. An employee shall not be absent from work for any reason other than those specified in the Personnel Rules without making prior arrangements with his or her supervisor. Unless such prior arrangements are made, the employee who, for any reason, fails to report to work shall immediately notify his or her supervisor of the reason for being absent. If absence

continues beyond the first day, the employee shall notify the supervisor on a daily basis unless other arrangements have been made.

2. Time sheets shall be completed and signed by each employee. A Standard Operating Procedure for payroll accounting shall be as established by the Finance Director.
3. Unauthorized absence of an employee from duty shall be deemed to be absence without pay and may be cause for disciplinary action.

G. Layoff:

1. If there are changes of duties in the organization, lack of work or lack of funds, the City Administrator may lay off employees. Merit shall be the criterion for the basis of layoff. If, based on previous merit reviews, a ranking cannot be agreed upon by division, department, and City Administrator, then seniority in the position and total time with the City will be ranked. A final determination by the Administrator shall be on the overall cost and benefit to the City. A minimum of two (2) weeks and preferably thirty (30) days notice shall be provided in all cases of layoffs.

H. Outside Employment:

1. In an effort to provide maximum protection to both the City and its employees against claims of conflict of interest or liability suits, any employee wishing to accept outside employment must first obtain the written approval of the City Administrator prior to accepting such outside employment. Each change in outside employment shall require separate approval.
2. To be approved, or to continue as approved, outside employment shall:
 - a) Be compatible with the schedule of the employee's City work;
 - b) In no way detract from the efficiency of the employee in his or her City work; and,
 - c) In no way conflict with the interest of the City or be a discredit to the City.

I. Residency:

1. Residency in the City of Troutdale is not a condition of initial appointment or continued employment. However, employees whose job description may require an on-call or response time must establish living

arrangements to meet such on-call or response time prior to completion of their trial service period. Employees who do not do so will be terminated prior to the end of the trial service period.

2. Employees who establish living arrangements in compliance with Section 1 may be terminated if they subsequently alter their living arrangements so that they no longer meet their on-call or response time requirements.
3. Employees who establish living arrangements not in conformance with the above prior to the effective date of this provision may still be required to perform the on-call or response duties.

J. Travel Expense:

1. When employees are required to travel outside the City on City business, reimbursement for travel expenses incurred shall be determined as follows:
 - a) Prior to traveling outside the immediate City vicinity (60 miles from City Hall), the employee shall obtain approval for the trip and the mode of travel for the trip from the City Administrator or Director.
 - b) Travel on official business outside the City by a single City employee should be via public carrier or City-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the I.R.S. rate. This rate includes all travel, insurance, and storage expense of the vehicle.
 - c) When travel by City-owned vehicle or public carrier is practical but the employee elects to use his or her own vehicle for personal reasons, the employee shall be reimbursed an amount equal to the fare of the public carrier that would have been deemed by the City Administrator to be most practical to provide the service.
 - d) Reimbursement for subsistence on official trips shall be only the amount of actual and reasonable expense incurred during the performance of official duties as a City employee for the City's benefit.
2. Employees are responsible for their own transportation to and from their primary place of work within the City. Paid or compensatory overtime is intended to include any extra cost of travel to and from work for extra time worked outside of a regular shift.

3. City vehicles shall not be used for private purposes. City vehicles shall be used for City purposes instead of private vehicles whenever City vehicles are available.

K. In-Service Training:

1. A regular and periodic indoctrination, orientation and information program shall be established by the City's Personnel Unit. A formal training program shall be established within each City department and coordinated by the City's Personnel Unit. Each City employee shall be encouraged to participate in identifying his or her training needs.
2. The City Administrator shall encourage training opportunities for employees and supervisors in order that services rendered to the City will be more effective. Directors will be assisted in meeting training needs in their department and in developing training programs designed to meet immediate City-wide personnel needs and to prepare employees for promotion to positions of greater responsibility.
3. Training sessions may be conducted during regular working hours at the discretion of the Directors.

L. Professional Associations:

1. The City Administrator shall develop a Standard Operating Procedure or Policy Statement regarding professional association of City employees.

M. Employee Organizations and Representation:

1. City employees shall have the right to form, join, and participate in the activities of labor organizations of their own choosing for the purposes of representation and collective bargaining on matters relating to wages, hours, and working conditions pursuant to the rules established by the National Labor Relations Act, as amended and adopted by the Oregon Employment Relations Board.

N. Selling and Peddling:

1. No peddling, solicitation, or sales for charitable purposes or other reasons will be allowed among or by City employees during work hours unless approved by the City Administrator.

O. Political Activity:

1. No employee shall engage in political activity during the employee's hours of work.
2. No employee may use official authority or influence to further the cause of any political party or candidate for political office.
3. No City employee, official, or private person shall solicit any assessments, contributions, or services for any political party from any City employee on City time.
4. Nothing contained within this section shall affect the right of the employee to hold membership in and support a political party, candidate or issue, to vote as he or she chooses, to privately express his or her opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings.

P. Relatives:

1. Two members of an immediate family shall not be employed in the same division of a large department or in the same department of a small department unless authorized by the City Administrator and acknowledged by the related employees that counter-productive working conflicts due to family relations are subject to disciplinary action, including discharge.
2. Two members of an immediate family shall not be employed by the City when one has personnel responsibilities (such as, but not limited to, wage and salary administration, evaluation, transfers, promotion, supervision, discipline) affecting relatives of that employee or when such employment is not in the best interest of the City.

Q. Clothing and Cleaning:

1. Uniforms or uniform-type clothing may be required by the City if so stated in the job description. If the job description specifies that uniforms or uniform-type clothing is required for the performance of the job, such clothing and associated cleaning expenses will be paid for by the City.
2. Employees in positions not requiring uniforms or uniform-type clothing are required to provide clothing suitable for their work and will be responsible for their own clothing and cleaning expenses.

3. Specific clothing rules may be further established by Directors relating to clothing suitability as to safety or to a productive and professional work environment.

7. GENERAL CONDUCT, DISCIPLINE, TERMINATION AND APPEAL

A. Standards of Conduct:

1. Citizens, customers, suppliers, and outside agency representatives who contact the City are always to be treated with the respect due them as citizens. Since the public is our customer, the conduct of our employees is always on display. Therefore, you are expected to dress appropriately for the work you are doing, and act in a professional manner. Courtesy to fellow employees, supervisors, elected officials, other agency representatives, and citizens of our community, combined with a cheerful, positive attitude, makes all our jobs easier.
2. Employees are expected to maintain high standards of honesty, integrity, and impartiality in the conduct of City business.
3. Personal Gains. Official positions and confidential information shall never be used to personal advantage or gain.
4. Conflict of Interest. An employee shall not participate in any contract, sale purchase, service, or other transaction between the City and a business firm in which the employee has a financial interest. Employees shall be required to disclose such financial interest, if any, at the time of hiring and this information shall become a part of their official personnel file.
5. Gifts. An employee shall not accept or solicit anything of economic value, such as a gift, gratuity, favor, entertainment, or loan, which may appear to influence his or her official conduct. This does not prohibit the acceptance of unsolicited advertising materials of insignificant value or refreshment in the ordinary course of a meeting, or the solicitation of loans on customary financial terms.
6. General Conduct. Employees shall conduct themselves in a manner that will reflect credit upon the organization of which they are a part. Such conduct shall be free of indiscretions or actions that would bring embarrassment to the City or individual employees.
7. Confidentiality. Employees shall hold confidential all information deemed to be not for public consumption as determined by City and

department policy. Employees shall also respect the confidentiality of people served in the course of the employees' duties and use information gained in a responsible manner.

8. **Statements.** Employees shall carefully distinguish between public statements made as an individual and those made as a representative of City government.
9. **General Property Use.** An employee shall not, directly or indirectly, use or allow the use of City property, supplies, or equipment, either owned or leased, for purposes other than the official conduct of City business and activities.

B. Sexual Harassment

1. The City of Troutdale prohibits sexual harassment of its employees in any form. Such conduct may result in disciplinary action, up to and including termination, depending on the seriousness of the violation. Offensive sexual flirtations, advances, propositions, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words or phrases used to describe an individual, or the display of sexually suggestive objects or pictures may be constitute sexual harassment, and are strictly prohibited.
2. No employee, supervisor, or public official shall threaten or insinuate, either implicitly or explicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee or applicant in any aspect of employment. It is the intent of the City of Troutdale to apply these policies to all employment-related practices, including, but not limited to: job termination, compensation, training, recruitment, advertising of job openings, tenure, layoff and recall, leaves of absence, fringe benefits, and all other employment-related activities.
3. Any violation of this policy should immediately be brought to the attention of the City Administrator/Personnel Director, or the City Recorder, who will immediately institute an appropriate investigation as deemed necessary to substantiate the facts surrounding the alleged violation. Based upon this information, disciplinary action to correct the violation will be taken as indicated by the facts of the case, and a written record will be maintained containing the results of the investigation.

C. Discipline

1. Discipline is the establishment, maintenance, and reinforcement of standards of performance high enough to secure for the residents of

Troutdale the best and most efficient service possible. Any discussion with an employee designed to help him or her develop or improve skills and abilities is considered counseling. Counseling should be used before taking more formal action and should always be used to follow up after formal action. Whenever possible, disciplinary action should aim at improving the situation rather than be solely punitive in nature.

D. Causes for Disciplinary Action

1. It is the responsibility of all employees to observe the regulations necessary for the proper operation of City government functions. Discipline shall follow the presentation of charges to the employee, which shall include, but not be wholly limited to, those listed below:
 - a) Drinking intoxicating beverages or use of non-prescription drugs on the job in contravention of State law, or arriving on the job under the influence of intoxicating beverages or drugs;
 - b) Violation or neglect of lawful duty;
 - c) Insubordination [defined as refusal to follow direct, lawful orders] to the City Administrator or to department management personnel, whether direct or indirect;
 - d) Being habitually absent or late for work;
 - e) Failure to comply with established departmental and City rules and regulations;
 - f) Accepting outside gratuities in the performance of the employee's official duties for the City;
 - g) Using religious, political, or fraternal influence or openly engaging in political activity in an attempt to influence City policy or employees;
 - h) Discourteous treatment of the public or other employees while in performance of duties;
 - i) Fraud in securing appointment or promotion;
 - j) Willful misuse of City property, funds, or records;
 - k) Inability or unwillingness to perform assigned job;
 - l) Willful inefficiency or ineffectiveness in job assignments;

- m) Unauthorized possession of weapons, ammunition and/or explosives, including inert or expended items.

E. Absence Without Pay or Permission

1. An employee shall be determined to have resigned his or her position if the employee fails to report to work for three working days without authorization, or fails to provide proper notice to the employee's supervisor if sick. An employee may be reinstated in full and good standing with the recommendation of the supervisor to the City Administrator.
2. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action. In the absence of such disciplinary action, any employee who is absent for three or more consecutive days without authorized leave shall be deemed to have resigned.
3. Further departmental rules and regulations may be developed by each director relating to the unique concerns of that department so long as such departmental rules are not in conflict with these rules. In the case of any inadvertent conflict, the City Personnel Rules shall apply.

F. Minor Disciplinary Actions

1. A minor disciplinary action shall be either an oral or written warning by the supervisor and may result in a half-day or day off without pay.
2. An oral warning is oral notice to the employee that his or her behavior or performance must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action. The supervisor should record date and content of the oral warning record which shall be placed in the employee's personnel file.
3. A written warning is formal notice to the employee that his or her performance or behavior must be improved. It contains the same elements as the oral warning. When appropriate, it should be used in conjunction with a plan for individual improvement. Any employee who receives a written warning may respond to the warning in writing and the response shall be attached to the warning for whatever period of time the warning remains in the employee's personnel file. Written warnings shall remain in an employee's file no longer than one year unless there is a repeat of the same or similarly related offense within one year of the original offense.

A written warning may be accompanied by up to two days off without pay.

G. Major Disciplinary Actions

1. Major disciplinary actions resulting in over three days suspension, demotion, or dismissal shall result in an automatic review by the City Administrator or a designee.
2. A major disciplinary action shall be a written reprimand and may be accompanied by up to three days off without pay.
3. Employees may have their original employment or promotional trial service periods extended or may be given a trial service period not to exceed three months as a result of a disciplinary action. The City Administrator shall authorize all disciplinary trial service periods given.
4. At the end of the disciplinary trial service, the employee shall be returned to regular employee status or shall be terminated. If the employee is terminated for disciplinary purposes, such information may be released to future employers upon inquiry.
5. A reprimand is the director's official written notice to the employee that his or her performance or behavior is seriously below standard and that continuation will subject the employee to more serious disciplinary action, including discharge. A reprimand should not be issued until after the employee has been informed of the charges and has an informal opportunity to respond. Any employee who receives a written reprimand may respond to it.
6. The appointing authority may suspend an individual immediately pending the outcome of an investigation or final action. Such suspension shall be with or without pay but subject to full pay restitution if investigation findings are in the employee's favor. If no action, or if minor disciplinary action, is taken during the suspension period, then the employee shall be eligible of retroactive pay, even though it was for time not worked. If major disciplinary action, or discharge, results during the suspension period, the employee shall not be eligible for that pay.
7. Discharge or dismissal of a regular employee shall be by appointing authority based on cause, by due process by proper authority, and subject to appeal by the employee. The employee is to be given a written warning and notified that discharge may result if personnel rules are violated. A pre-termination hearing shall be held prior to any final decision. The decision by the appointing authority shall be final, subject to appeal. A

post-termination hearing, informing the employee of the decision and the right to appeal, shall be held unless the employee refuses to appear, in which case the employee shall be notified of the decision and right to appeal in writing.

H. Appeal

1. All regular employees shall have the right to appeal disciplinary action taken against them within four days after the effective date of disciplinary action.

I. Grievance Procedure

1. The purpose of this grievance procedure is to establish a channel of communication between employees and management, whereby an employee with a grievance may receive prompt attention.
2. The City shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, in as much as the City desires to adjust the causes of grievances informally, both supervisors and employees are expected to resolve problems as they arise.

3. Informal Grievance Procedure:

An employee or group of employees, who have a problem or complaint should first try to get it settled through discussion with their immediate supervisor without delay. If after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with his supervisor's immediate supervisor, if any. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal grievance in writing with five (5) calendar days after receiving the informal decision of his or her immediate supervisor.

4. Formal Grievance Procedure:

(Step 1) If the grievance is not settled in the informal process, it shall be prepared in detail; shall be reduced to writing; shall be dated; shall be signed by the aggrieved employee or group of employees; and shall be presented to the Director within five working days after the supervisor's informal decision is given, not including the day the answer is given. The Director shall reply in writing to the grievance within five working days of

the date of the presentation of the written grievance, not including the day of presentation.

(Step 2) If the grievance is not settled in Step 1, the written grievance shall be presented, along with all pertinent correspondence, records, and information accumulated to date, to the City Administrator within five working days after the Director's response is given, not including the day the response is given. The City Administrator shall meet with the aggrieved employee or group of employees, the immediate supervisory personnel, and the Director. The City Administrator shall reply to the grievance in writing within five working days of the date of presentation of the written grievance. The decision of the City Administrator shall be final and binding on the employee or the group of employees.

5. If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.
6. Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.
7. If the City fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the City fails to meet or answer any grievance on the last step of the grievance procedure within the time limits prescribed for such action by this section, it shall be deemed that the City has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.
8. The limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.
9. No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

J. Resignation

1. To resign in good standing, an employee shall give the appointing power not less than ten working days notice of such resignation unless the appointing power agreed to permit a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing

and shall contain the reasons for leaving the City service. An exit interview may be required by the City Administrator. Failure to comply with this section shall be entered in the employee's service record, and may be cause for denying future employment by the City.

K. Cost Consciousness

1. City employees shall practice every economy practical in the discharge of their duties.
2. Employees are encouraged to recommend to their supervisors any work procedures which will result in a cost saving or improved service to the public.

8. SAFETY RULES

A. Industrial Accidents

1. All employees shall be covered under State-approved insurance for industrial accidents and disease. Such insurance shall meet all requirements set forth in the Oregon Revised Statutes relating to Public Employers and to Workers Compensation. Benefits include medical treatment and care as well as disability compensation during periods of time lost from the job.
2. The City Administrator, or a designee, shall act as the City Safety Officer. The Safety Officer shall be responsible for the development and maintenance of a safety program. Such program shall include the following safety regulations and discipline controls:
 - a) Report all injuries immediately to your supervisor.
 - b) Proper work clothing should be worn to prevent accidents.
 - c) Tricks, practical jokes, and horseplay are prohibited. What may be meant in fun may not be received that way and could result in disaster.
 - d) Keep equipment, tools, materials and work areas neat, clean and orderly.
 - e) Wear personal protective equipment where required. If in doubt, ask the supervisor.
 - f) Report all unsafe conditions immediately to the supervisor.

- g) Learn to lift properly. Know the basic steps of lifting. If an item is too heavy or bulky, get help.
- h) Possessing, using, or being under the influence of alcoholic beverages, illegal drugs, or intoxicants during work time or on City premises is prohibited.
- i) If you do not know the safe way to perform your duties, ask the supervisor.
- j) Pay special attention to helping new employees. Teach them safe ways to perform tasks in order to prevent future accidents.

B. Accident Investigation Procedure

1. Employees shall report all accidents immediately to their supervisor and an investigation will be conducted as soon as practical. When a person is injured, proper first aid or medical attention shall be the first priority before beginning the investigation procedures.
2. Any employee who creates a hazardous situation, either for himself or herself, for other employees, or for the general public, may be subject to minor disciplinary action for violation of City safety practices. A series of warnings or minor disciplinary actions for safety violations may be construed to be a major disciplinary action, and may be grounds for termination.
3. When accidents occur on City or to City property, the employee shall contact the supervisor immediately and the employee shall complete an accident report. In case of a motor vehicle accident involving City vehicles, the Police Department shall be notified immediately. The Police Department shall be responsible for investigating all accidents which involve City and private vehicles, or where there is damage to private property as a result of a City vehicle accident.
4. In cases of accidents involving personal injuries, the primary concern shall be for the safety and prompt medical attention of the injured. As soon as practical, the injured employee shall contact his or her supervisor. The employee's supervisor shall be responsible for ensuring that the Personnel Officer is informed of the injury so that the proper personnel procedures may be initiated.

5. The City Administrator or Personnel Officer shall be notified of all accidents involving City employees and City property as soon as possible, but not later than the next workday.
6. Only the City Administrator or a designee shall be authorized to contact the immediate family in cases where the injuries sustained are serious, or in the case of a fatality.
7. An employee shall not earn vacation or sick leave credits when on leave due to a job-related injury.

C. Legal Liability

1. Employees shall abide by all laws and regulations which govern the performance of their duties, and shall perform their duties as reasonable, prudent persons. Employees who are reasonable, cautious, and prudent in the performance of their duties are not negligent and, therefore, neither legally nor morally liable for accidents or injuries which may occur.
2. Expenditure or commitment of City funds in any form requires a proper identification of the expenditure, purpose, amount, and authorizing individual. To do otherwise is an unlawful expenditure for which the employee may be held personally responsible.

**ACKNOWLEDGMENT OF RECEIPT OF THE
"CITY OF TROUTDALE PERSONNEL POLICIES,
PROCEDURES AND RULES HANDBOOK"**

I acknowledge receipt of one copy of the "City of Troutdale Personnel Policies, Procedures and Rules Handbook" which I have read and understand.

This Handbook outlines the benefits, policies, and employee responsibilities for employment with the City of Troutdale.

I will familiarize myself and comply with the information contained in the "Handbook".

Signature of Employee

Date of Signature

APPENDIX A

DEFINITIONS

The following terms shall apply specifically within the context of the City's Personnel Policies, Procedures and Rules, and generally apply throughout the City's personnel system for administrative purposes.

Appeal: An appeal shall be a complaint against the decision of management pursuant to the rules.

City Administrator: The Council-appointed chief management and administrative officer of the City who works directly for the Mayor and City Council as the officer responsible for the overall administration of all City functions and direct supervision of all directors and city staff. The City Administrator is also the Personnel Officer of the City and, as such, is responsible for the specific administration of these rules. The City Administrator is the appointing authority.

Class: A position or group of positions which are sufficiently similar in respect to duties, responsibilities, and authority that they may properly be designated by the same broad title and equitably compensated from the same pay range under substantially the same employment conditions.

Classification Plan: A schematic list of classes for all departments supported by class specifications.

Compensatory Time: The hours authorized to be absent from duty as part of base salary granted to compensate for overtime worked but not otherwise paid.

Confidential Employee: One who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates personnel management policies and administrative programs.

Demotion: The movement of an employee from one class to another class with a lower range of pay or from one step to a lower step within a class having a lower rate of pay.

Departmental Procedures: Those subsidiary procedures established by the department in conformance with these City policies and procedures or Administrative Rules.

Director: A senior management employee appointed by the City Administrator to exercise direct supervision over departmental employees and functions. The Director is

responsible to the City Administrator for overall conformance with City policies and procedures, as well as direct responsibility for departmental operations.

Discharge: Termination of employment by the City for reasons of cause attributable to the employee. Also may be referred to as dismissal, firing or similar terms meaning involuntary termination from employment by the City.

Employee, Full-Time/Regular: An employee appointed to a position authorized in the budget, which requires 32 or more hours of work per week, paid on an hourly or salaried basis, and is eligible to accumulate time off with pay [vacation, sick leave, holidays].

Employee, Part-Time: Employees appointed to regular positions of specific duration, requiring less than 32 hours work per week [on average] during a six-month period.

Employee, Probationary: An employee who has not yet completed the trial service period and may be terminated at the sole discretion of the employer.

Employee, Temporary: An employee filling a position with a set time limit (e.g. project) or duration (e.g., covering for a permanent employee's absence or leave). Temporary employees may be terminated at the employer's discretion with or without cause.

Evaluation Date: The date on which an employee's work is evaluated to determine satisfactory performance, fitness for appointment to permanent status, or worthiness for a merit increase.

Grievance: A formal or informal complaint brought by an employee to allege a violation of the personnel rules or procedures by a supervisor or other employee, including, but not limited to, disagreements or misunderstandings concerning interpretation and application in particular circumstances.

Job Description: The written description of the broad class and specific job assignment containing a title, statement of duties, essential functions, authority and responsibilities, and the minimum qualifications and requirements for the class and assignment. The City Administrator shall approve all job descriptions and shall designate appointing and supervising authority therein.

Just Cause: Typical causes which constitute "just cause" include, but are not limited to: neglect of duty; negligence; incompetency or inefficiency; dishonesty; intoxication; disobedience of the City of Troutdale rules, instructions, or orders; insolence or disrespect; unfaithfulness to the City of Troutdale's interest; immoral, disrespectful, or unbecoming conduct.

Layoff: A separation from employment because of organizational changes, lack of work, lack of funds, or other reasons not reflecting discredit upon an employee.

Leave: An authorized absence from regularly scheduled work hours which has been approved or directed by appointing or supervising authority. Leave may be paid or non-paid.

Overtime: Hours or days an employee is directed and authorized to work in excess of the normal work week.

Pay Range: The minimum, intermediate, and maximum rates of pay established for a class in the classification and pay plans.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, leave, trial service, discipline, dismissal or any other action affecting an employee's status with the City.

Personnel Officer: The City Administrator, Human Resources Administrator, or their designee.

Position: Any special office, employment or job, legally established, whether occupied or vacant, calling for the performance of certain duties and carrying of certain authority and responsibilities by one individual, whether in a full or part-time capacity and whether in a regular or temporary capacity. **Note:** Authorized position: A position authorized in the budget.

Progressive Discipline: Discipline which usually follows a standard course of events depending on the severity of violation. The City reserves the right to initiate discipline at any level warranted by the situation.

Promotion: The movement of an employee from one class and job position to another class and job position which has a higher maximum rate of pay.

Reasonable: What a prudent individual would do under similar circumstances.

Reclassification: A change in location of an individual position by either raising it to a higher class or step or reducing it to a lower class or step on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in said position.

Reprimand: A written warning to an employee that the supervisor believes a deficiency exists in the employee's work performance or conduct and improvement is needed. This is kept in the employee's personnel file for a period of time specified in the written warning, but not to exceed two years.

Separation: The termination of employment for any reason.

Shift Work: Any routinely assigned work outside of a standard 8:00 a.m. – 5:00 p.m. or 8:00 a.m. – 4:30 p.m. work shift. A four (4) day, ten (10) hour day, forty (40) hour work week shall not constitute shift work.

Step Increases: Merit pay increases allowed within the pay ranges as set forth in the current fiscal year's Salary and Classification Plan.

Supervising Authority: Authority granted to management personnel to assign and evaluate work; to schedule hours of work; to take disciplinary action necessary short of demotion or termination; and to recommend promotion or step increases.

Suspension: An involuntary absence with or without pay imposed on an employee for disciplinary acting pending final outcome of appeal and during which the employee is relieved of all authority and responsibility.

Temporary or Acting Appointment: An appointment of a person to a position, temporarily vacant.

Transfer: The movement of an employee from one position of the same class or to another class having the same maximum rate of pay, involving the performance of similar duties, and requiring essentially the same basic qualifications, but with different specific job assignments.

Trial Service Period: A working test period, normally of at least six (6) full-time months [12 months for Department Directors; 18 months for uniformed police personnel], during which an employee is required to demonstrate his or her fitness for the duties to which he or she is appointed by actual performance of the duties of the position. The appointing authority may end the trial service period earlier if deemed appropriate. The employee may be terminated with or without cause by the appointing authority at any time during the trial service period without cause if in the opinion of the appointing authority the individual is not suitable for the position.

Vacancy: An authorized position which is not occupied and for which funds have been provided in the current budget.

Warning: An oral disciplinary action by the employee's supervisor regarding specific deficiencies in an employee's work performance or conduct.

Work Week: Those hours within a Sunday through Saturday period for which an employee is hired and agrees to work, up to forty (40) hours on five (5) eight (8) hour days, or four (4) ten (10) hour days. EXCEPTION: Police shift change periods are excluded from this and defer to a pay period not to exceed 80 hours in a fourteen-day period.

APPENDIX B

SUBSTANCE ABUSE PREVENTION PROGRAM

CITY OF TROUTDALE – POLICY STATEMENT

The City of Troutdale has the responsibility and a commitment to its employees to provide a healthy and safe workplace and environment. The employees have a responsibility to arrive and remain on the City of Troutdale premises, free from the effects of drugs, alcohol, and other job-impairing substances. These joint responsibilities result in the objective of establishing a work environment where all employees are free from the effects of drugs, alcohol, and other job-impairing substances.

PURPOSE

Drug and alcohol abuse leads to more accidents on the job, lower quality products, lost productivity, increased absenteeism, high medical costs, and rising thefts. Impaired employees on the job are potentially dangerous to themselves and could jeopardize the health or lives of fellow employees. While the City of Troutdale has no intention of intruding into the private lives of its employees, it does require them to report for work in condition to perform their duties in a safe manner.

PROGRAM

The City of Troutdale prohibits the use, possession, and/or distribution on its premises, facilities, and/or workplaces of any of the following: alcoholic beverages, intoxicants and narcotics, illegal or unauthorized drugs [including marijuana], and related drug paraphernalia. In addition, a City employee will not even report for work under the influence of any drug, alcoholic beverage, intoxicant or narcotic or other substance [including legally prescribed drugs and medicines] which will in any way adversely affect his or her working ability, alertness, coordination, or response, or adversely affect the safety of others on the job. Such use, possession, distribution, or impairment during working hours [breaks and lunches included] and/or on City premises, will be grounds for disciplinary action, up to and including termination. All drug testing and results obtained under the requirements of the Program will be coordinated with and authorized by the City Administrator or a designee. All such activities will be kept confidential.

TRAINING OF EMPLOYEES BY EMPLOYER

Prior to implementation of a substance abuse prevention program, the City of Troutdale shall conduct substance abuse training for all employees. All training shall take place during normal work hours, or immediately before or after scheduled shifts, on employer paid time.

VOLUNTARY DRUG AND ALCOHOL REHABILITATION

Employees who have a drug or alcohol abuse problem are encouraged to use the "Medical Benefits Program" and contact the City Administrator/Personnel Director, or a designee, to request assistance in rehabilitation. The City of Troutdale will provide information regarding counseling and referral services to employees who have chemical dependency problems. Effective treatment requires that the employee acknowledges the seriousness of the problem and makes a commitment to a plan for rehabilitation. Such employees will be given a reasonable time off without pay for professional rehabilitation using available City and community resources. Such admission will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. It will not be a defense, however, to the imposition of disciplinary action based on other grounds.

MEDICALLY AUTHORIZED DRUGS

Each employee must report the use of medically authorized drugs or other substances which can impair job performance to the City Administrator/Personnel Director or a designee, and provide proper written medical authorization from a physician or dentist to work while using such authorized drugs. It is the employee's responsibility to determine whether or not the prescribed drug would impair his or her job performance. Any failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, can result in disciplinary action.

DEFINITIONS

Drug/Alcohol Testing: An analysis of a urine specimen provided by the employee.

Reasonable Suspicion: Specific observations of significant changes in work performance, appearance [including, for example, noticeable odor of an alcoholic beverage], behavior, or speech of the employee. In cases involving an accident on City premises which results in physical injury or serious property damage, which otherwise cannot reasonably be explained, reasonable suspicion is deemed to exist.

Under the Influence: When an employee is affected by a drug or alcohol or the combination of drugs and alcohol to the extent that it affects his or her ability to perform the job in a safe manner.

GROUND FOR TESTING

The City Administrator/Personnel Director or a designee will arrange for an employee to take a drug/alcohol screen test at a licensed medical laboratory if the employee's actions indicate "reasonable suspicion" as defined above.

Employees who are being tested will be suspended from work without pay until the test results are received.

If the test results are negative, the employee will be made whole for all wages, hours, and benefits, including overtime hours previously agreed upon unless said overtime is canceled or rescinded.

PROCEDURE FOR TESTING

1. If a medical clinic is used to collect urine or blood specimens for forwarding to a licensed medical laboratory for analysis, the City Administrator/Personnel Director or designee will verify that the clinic ensures that a "chain of custody" is well documented and controlled for accurate recording.
2. The employee will be taken to the medical laboratory or medical clinic for the test by a member of management.
3. If the employee refuses to submit to the test or sign a consent form, he or she can be terminated.
4. If the urine screen test is positive, this result will be confirmed using the following tests on the same specimen: Gas Chromatography Mass Spectrometry [GS/MS for drugs or Gas Chromatography-flame Ionization Detection [GC-FID] for alcohol. If the urine screen or confirmation test is negative, the employee will return to work and be made whole for all wages, hours, and benefits, including overtime hours previously agreed upon unless said overtime is canceled or rescinded.
5. If the confirmation test is also positive, the following procedures will be followed:
 - A. Drugs. Upon receiving confirmation of a positive test result, the City of Troutdale will require the employee to enroll and complete a drug rehabilitation program as a condition of continued employment; sign a rehabilitation agreement; and submit to random drug testing for a period of twelve [12] months. If the employee refuses to accept the above stated conditions, he or she is subject to termination.

**NOTE: A second positive test in a twelve [12] month period will result in immediate termination.*
 - B. Alcohol. Upon receiving confirmation of a positive test result, the City of Troutdale will require the employee to enroll in counseling [by a medical professional]; if appropriate, enroll in and complete an alcohol rehabilitation program as a condition of continued employment; and sign a rehabilitation agreement. If the employee refuses to accept the above stated conditions, he or she is subject to termination.

**NOTE: A second positive test in a twelve [12] month period will result in immediate termination.*

REHABILITATION AGREEMENT POLICY AND REQUIREMENTS

1. Reinstatement to employment is contingent upon admission to and/or completion of an approved treatment program.
2. Compliance with, and whole-hearted participation by employee in, an approved treatment program and after care program.
3. Ongoing employment is contingent upon successful completion of an approved program.
4. Open communication and evaluation process between employee, City of Troutdale, and the treatment program should progress through treatment and for the first six months of after-care program.
5. Overtime and/or time off subject to review and approval by the City of Troutdale.
6. The Rehabilitation Agreement will be reduced to writing and be entered into [signed] by the employee.

EMPLOYEE RIGHTS

1. The employee will have the right to representation by a fellow employee of the employee's choice, upon request, at the time of management's decision to test.
2. All test results will be kept confidential and will be available only to the City Administrator/Personnel Director, or designee, and a representative authorized by the employee, provided the employee waives in writing all claims against the City of Troutdale for disclosing such information to the employee's representative.
3. Any employee who tests positive and is terminated by the City of Troutdale based upon confirmed test results can request from the City of Troutdale all written documentation available from the testing laboratory which verifies the accuracy of the equipment, the qualifications of lab personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

DRUG AND ALCOHOL THRESHOLD SCREEN LEVELS

DRUG NAME	THRESHOLD SCREEN LEVELS
Alcohol	0.08 g/dl
Amphetamines Amphetamines Methamphetamines	1000 ng/ml 1000 ng/ml
Barbiturates Butalbitall Phenobarbital Secobarbital	1000 ng/ml 1000 ng/ml 300 ng/ml
Benzodiazepines Chlordiazepoxide Diazepam Oxazepam	3000 ng/ml 2000 ng/ml 300 ng/ml
Cannabinoids	1000 ng/ml
Cocaine Metabolite	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates Codeine Morphine	1000 ng/ml 300 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

LAST CHANCE AGREEMENT

1. I promise to cooperate fully and participate in the City of Troutdale's counseling/rehabilitation program in accordance with instructions and requirements of the program administrators. I understand that my reinstatement is contingent on the successful completion of the treatment program that has been prescribed for me.
2. I authorize counseling or rehabilitation representatives to confer with City officials concerning my progress, including the disclosure of medical and psychiatric evaluations of me.
3. I understand and agree that I will willingly submit to unscheduled drug and/or alcohol testing at any time, and that my failure to take such a test as requested, or a positive result, will be cause for my immediate termination of employment. I agree that unscheduled testing may be required of me for up to twelve [12] months following the date of this agreement.
4. I understand that any overtime and/or time off is subject to review and approval by the City's personnel department.
5. I understand and agree that my future employment with the City of Troutdale depends upon my remaining free of drugs and/or free of alcohol abuse for the entire duration of my continued employment, and that this *LAST CHANCE AGREEMENT* opportunity afforded me by the City of Troutdale is conditioned accordingly.

Signature of Employee

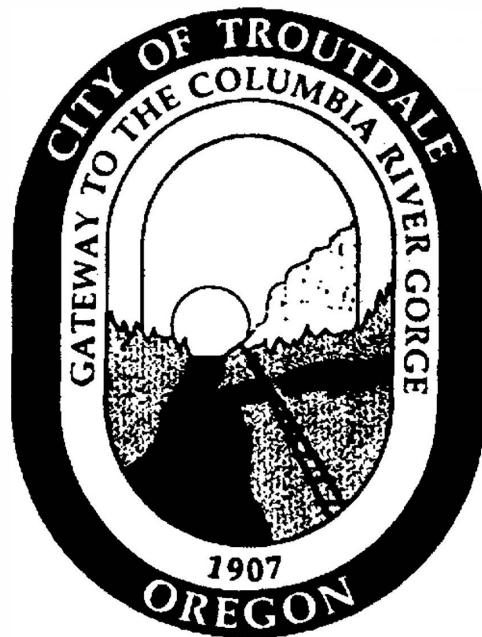
Date

APPROVED BY:

CITY OF TROUTDALE

Management, Nonrepresented Employees

Policy Manual



December 1998

1. RATE OF PAY

Each employee shall be paid at one of the steps in the range of their classification set forth in attached Appendix A.

2. PAY PLAN AND COMPENSATION

A. Compensation Plan:

- .1 The City Administrator shall be responsible for the development and maintenance of a uniform and equitable pay plan, which shall consist, for each class of positions, of minimum and maximum rates of pay and such intermediate steps as deemed necessary and equitable.
- .2 Salary classification and compensation plans shall be analyzed by the Executive Department periodically.
- .3 During the budget process the City Administrator shall compare the current City pay plan, compensation policies and personnel developments with those of other public and private employers within the same job market. Changes in cost of living shall also be considered.
- .4 The City Administrator shall then examine the salary range and median salaries for each position class to ascertain whether current minimum and maximum salaries should be maintained, increased or decreased during the succeeding fiscal year; and, upon the basis of this analysis, shall submit recommendations for amending the pay plan to the City Council.
- .5 The City Council shall review and adopt a compensation plan and fringe benefit package for all positions within the City after considering recommendations of the City Administrator. Adjustments of pay ranges, or overall adjustments to the salary schedule shall be the responsibility of the City Council.

B. Overtime, Compensatory Time and Emergency Call-Back:

- .1 **Regular Employees:** For employees assigned to a regular shift, overtime shall mean the time worked in excess of the established work hours in that regular shift. A regular shift shall consist of 8 hours/day [5 consecutive days]; or, 10 hours/day [4 consecutive days], exclusive of meals and break periods. Overtime shall be paid when work is in excess of 8 hours per day and 40 hours per week. Overtime shall be approved by an employee's supervisor whenever practical.

- .2 The employee shall note on the time sheet the method of compensation [paid out or accrual of compensatory time]. In either choice, the time must reflect 1½ times the hours worked.
- .3 Paid overtime shall be compensated within the next regular pay period. Accumulated compensatory time shall not exceed eight (80) hours. Once this maximum accumulation has been reached, all overtime compensation earned by the employee shall be paid unless otherwise approved, in writing, by the employee and City Administrator.
- .4 Upon termination, payment for compensatory time will be at the final regular rate of pay. Accrued compensatory time shall be paid at the rate it was earned upon termination. Employees may cash in accumulated compensation time as needed.
- .5 When computing the total number of hours for overtime purposes, approved vacation and holidays or sick time shall be considered as time on regular duty as long as it is not used in conjunction with any overtime worked on the same day.
- .6 City employees subject to emergency call-backs shall be compensated at a rate of one and one-half times the employee's straight time rate, unless the employee is on a departmental on-call status which then applies. Employees called in for emergencies shall be paid overtime for a minimum of three hours, which is intended also to include travel cost and time to and from this non-routine work.
- .7 On-Call: A departmental on-call procedure may be adopted where necessary, if approved by the City Administrator, and if funding is authorized within the budget to reflect such departmental policies.
- .8 Part-time employees shall not be entitled to overtime pay unless such employees are required by the Director to work more than 40 hours in any given work week. If the part-time employee is required to work overtime, the employee shall be compensated at a rate of one and one-half the employee's normal straight time rate. Such compensation shall be paid for in the pay period in which it was earned. Part-time employees shall not earn or accrue compensatory time off in lieu of pay.
- .9 For key management personnel, such as the City Administrator, Directors, or major Division Managers, flexibility in work hours is essential. The City intends these key personnel to work a basic work week but where duties require an extra effort, that time shall be considered in the basic salary amounts authorized. Hours worked in excess of 40 hours per week

shall be recorded on the time sheet as "like time" and will accrue on an hour-for-hour basis. Like time has not monetary value to be cashed in or paid off upon separation; it is to be used as paid time away from work. Like time-off privileges shall be taken during the course of a normal work week rather than in lieu of vacation. The City Administrator, Directors, and other key management personnel, so designated within the budget, shall not earn compensatory time or overtime unless acting in an emergency for another department or in a non-management role, in which case the employee shall be paid overtime at one and one-half the employee's straight time rate.

C. Stability Pay:

- .1 An employee is eligible for stability pay of 2% of step "A" of the employee's salary range five (5) years from date of hire. An increase of 1% will be awarded for each additional five (5) year period, with a maximum of 5% at twenty (20) years.
- .2 Regular part-time employees are eligible for stability pay at one-half the rate listed for their specific pay range. In order to be eligible for the entire amount allowed in a pay range, you must be a full-time employee for the full five year requirement.

D. Educational Incentive Pay

- .1 Employees are eligible for 2.5% or 5% of step "A" of their salary range for obtaining a certification or degree directly related to their position. A plan should be developed in writing by an employee and department head establishing the educational incentive pay for the position before the employee begins the process of obtaining a degree or certification. All plans must be approved by the City Administrator.

3. RETIREMENT

Employees shall continue to pay the six percent (6%) of their salary to the Public Employees Retirement Fund.

The City shall continue to treat the six percent (6%) employee contribution as "picked up" only for the purpose of excluding these contributions from the employee's taxable income.

4. HEALTH AND WELFARE

- A. **Health Insurance.** The City agrees to continue to make available LOC Trust Plan V (\$100 Deductible) or LOC Kaiser Permanente Plan with Drug Card (\$5.00 co-pay per prescription) at no cost to the eligible full-time employees and their eligible dependents, or a plan equal to or better than this benefit at no cost to the eligible employees.
- B. **Dental Insurance.** The City agrees to make available to eligible employees and their eligible dependents the current dental insurance plan or a substitute plan of equal or better than the benefit level at no cost to the eligible full-time employees throughout the term of this Agreement.
- C. **Vision Insurance.** The City agrees to make available to eligible employees and their eligible dependents a vision insurance program equal to or better than the plan currently in effect at no cost to the eligible employees throughout the term of this Agreement.
- D. **Life and Disability Insurance.** The City agrees to provide and maintain a current life and disability insurance plan or a substitute plan of the same service delivery type at substantially the same or a better benefit at no cost to the employee.
- E. The City agrees to make available to eligible employees and their dependents a 125 Flexible Spending Account.
- F. The City shall continue liability protection at least equal to the current level.

5. HOLIDAYS

- A. All regular employees of the City shall be entitled to the holidays listed below, with pay. Full-time employees shall receive regular compensation of eight (8) hours regular pay; part-time employees shall be compensated in proportion to the number of hours they work.
 - 1. New Year's Day
 - 2. Martin Luther King, Jr. Birthday
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veterans Day
 - 8. Thanksgiving Day
 - 9. Friday after Thanksgiving

10. Christmas Day
11. Two (2) personal holidays per year – these are not accumulative. Personal holidays are selected by the employee. Requests for personal holiday usage shall not be unreasonably denied.

- B. If any such holiday falls on a Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.
- C. Holidays which occur during vacation or sick leave shall not be charged against such leave.
- D. Any employee who is required to work on a holiday shall receive overtime at the rate of one and one-half (1½) times his or her normal rate of pay for all hours worked on the holiday. This section does not apply if the employee works on personal holidays. This pay rate is in addition to holiday pay.

6. VACATION

- A. All regular employees shall accrue paid vacation leave according to the following schedule. Vacation hours shall accrue on a monthly basis.

One week (40 hours) shall be earned after six months of continuous employment.

Six and two-thirds hours shall accrue during each month after the first six months for the next thirty months (i.e., two weeks each year through the third year of employment).

After three years of continuous employment, two vacation days (16 hours) shall accrue each year in addition to the two regular weeks (80 hours) of vacation (i.e., two weeks and two days each year during the fourth and fifth years).

After five years of employment, vacation shall accrue at three weeks (120 hours) per year (i.e., three weeks per year during the sixth year).

After ten years of employment, four weeks (160 hours) shall accrue per year (i.e., four weeks during the eleventh year).

After fifteen years of employment, four weeks and three days (184 hours) shall accrue per year.

After twenty years of employment, five weeks (200 hours) shall accrue per year.

- B. New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment.
- C. Any employee may request and receive, once per fiscal year, payment by separate check for up to 40 hours of accrued vacation.
- D.
 - .1 Vacation periods should be taken each year.
 - .2 Vacations shall be scheduled by mutual agreement between employees and their supervisor, consistent with the other provisions of this article.
 - .3 If it is necessary to limit the number of employees on vacation in a specific work unit for the same time period, the employee with the greater seniority who has made his or her choice by April 1 shall be given his or her choice of vacation. In the event of any conflict over vacation period, an employee will be entitled to exercise seniority over other employees for one vacation period per calendar year selected by April 1.
 - .4 Selections made after April 1 shall be on a first-come, first-served basis unless a senior employee has not bumped for any selection made by April 1.
- E. Any employee who is requested to and does work during his vacation period shall be paid for regular work hours at the rate of one and on-half (1½) times his or her regular rate of pay. In addition, the City will make every reasonable effort to reschedule the employee's vacation.
- F. Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, shall be compensated at the current rate of pay, in cash, for the unused vacation time he or she has accumulated at the time of separation.
- G. If requested at least five (5) days in advance, each employee will receive his or her pay check the last work day before commencing vacation.
- H. Statements of vacation accruals shall be supplied each pay period to each employee.
- I. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the holiday will not be charged against vacation.
- J. Earned vacation should be used during the fiscal year in which it is earned. An employee with less than five years service may accrue a maximum of 160 hours

vacation. Employees with more than five years service may accrue a maximum of 240 hours.

7. SICK LEAVE

- A.** All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Such leave shall accrue from the date of employment. Such leave shall not be accumulated in excess of 1300 hours.
- B.** Employees are eligible for sick leave for the following reasons:
 - .1 Accrued sick leave may be used in the event of an employee's illness or injury, for doctor or dental appointments, and for other purposes required by applicable federal or state law.
 - .2 Employees may use up to one day of sick leave per occurrence of the event of an illness in their family which necessitates making arrangements for sick relative. Members of the employee's family are defined as relatives and/or dependents domiciled in the employee's household. Employees may use up to three days of sick leave in the event of a life-threatening illness of a member of the employee's immediate family. Variances to this policy are to be approved by the City Administrator prior to the authorization of sick leave.
 - .3 All leaves will be administered in accordance with O.F.L.A. and F.E.M.L.
- C.** An employee who is unable to report to work because of any of the reasons set forth in paragraph B above shall report the reason for the absence to the employee's supervisor or to City Hall within one hour of the time the employee is expected to report for work. In case of extended illness or injury, the employee shall call in at least once per week.
- D.** Abuse of sick leave privilege is time theft and will be cause for discipline.
- E.** Sick Leave Transfer. An employee with a minimum of two hundred forty (240) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to personal extended illness or injury. However, a donor's sick leave balance shall not fall below 200 hours.
- F.** Integration with Workers' Compensation. In the case of on-the-job injuries covered by Workers' Compensation, the employee may request that an amount equal to the difference between the payments received for Workers'

Compensation Time Loss Benefits and regular net salary be deducted from the employee's sick leave bank.

8. LEAVES OF ABSENCE

- A.** Leave Request. Employees may request a leave of absence with or without pay for the purposes specified in this section. Each request shall be judged by the City Administrator or his/her designee on its merits and on the basis of the guidelines provided in this section.
- B.** Bereavement Leave. An employee shall be granted not more than 24 work hours leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is out of the metropolitan area, the employee may be granted up to 24 work hours with pay at the discretion of his or her department head for travel and personal considerations. Thereafter, additional bereavement leave, to be charged as sick leave, may be granted by the department head. Requests shall not be unreasonably denied. For purposes of this agreement, an employee's immediate family shall be defined as spouse, parents, children, step-children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. This leave is nonaccumulative.
- C.** Witness/Jury Duty Leave. When a City employee is called for jury duty or is subpoenaed as a witness, there shall be no loss of regular City compensation during such absence. Time not worked because of such duty shall not affect vacation or sick leave accrued. Each employee shall turn over to the City all jury/witness fees paid to him or her.
- D.** Military Leave. The City will abide by all applicable laws.
- E.** Conference/Convention Leave. Decisions regarding attendance at conferences, conventions, or other meetings at City expense shall be made by the department head with the approval of the City Administrator. Permission may be granted on the basis of an employee's participation in or the direct relation of his or her work to the subject matter of the meeting. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.
- F.** Extended Leave. Extended leaves of absence without pay may be granted by the City Administrator. Requests for such leave must be in writing and must establish reasonable justification for approval.

G. Parental/Family Leave. Leave may be taken pursuant to State and Federal law.

9. GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to establish a channel of communication between employees and management, whereby an employee with a grievance may receive prompt attention.

The City shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, in as much as the City desires to adjust the causes of grievances informally, both supervisors and employees are expected to resolve problems as they arise.

A. Informal Grievance Procedure:

- .1 An employee or group of employees, who have a problem or complaint should first try to get it settled through discussion with their immediate supervisor without delay. If after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with his supervisor's immediate supervisor, if any. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal grievance in writing with five (5) calendar days after receiving the informal decision of his or her immediate supervisor.

B. Formal Grievance Procedure:

- .1 (Step 1) If the grievance is not settled in the informal process, it shall be prepared in detail; shall be reduced to writing; shall be dated; shall be signed by the aggrieved employee or group of employees; and shall be presented to the Director within five working days after the supervisor's informal decision is given, not including the day the answer is given. The Director shall reply in writing to the grievance within five working days of the date of the presentation of the written grievance, not including the day of presentation.
- .2 (Step 2) If the grievance is not settled in Step 1, the written grievance shall be presented, along with all pertinent correspondence, records, and information accumulated to date, to the City Administrator within five working days after the Director's response is given, not including the day the response is given. The City Administrator shall meet with the aggrieved employee or group of employees, the immediate supervisory

personnel, and the Director. The City Administrator shall reply to the grievance in writing within five working days of the date of presentation of the written grievance. The decision of the City Administrator shall be final and binding on the employee or the group of employees.

- .3 If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.
- .4 Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.
- .5 If the City fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the City fails to meet or answer any grievance on the last step of the grievance procedure within the time limits prescribed for such action by this section, it shall be deemed that the City has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.
- .6 The limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.
- .7 No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

10. DEFINITIONS

Terms in this policy manual are as defined in Appendix A of the Personnel Handbook.

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**ACKNOWLEDGMENT OF RECEIPT OF THE
"CITY OF TROUTDALE MANAGEMENT, NON-REPRESENTED
EMPLOYEES POLICY MANUAL**

I acknowledge receipt of one copy of the "City of Troutdale Management, Non-represented Employees, Policy Manual" which I have read and understand.

I will familiarize myself and comply with the information contained in the "Manual".

Signature of Employee

Date of Signature