

RESOLUTION NO. 1734

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH EMPLOYEES REPRESENTED BY AFSCME LOCAL 3132

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City and AFSCME Local 3132 have reached agreement on a two-year collective bargaining agreement for the period July 1, 2004 to June 30, 2006.
2. The agreement was ratified by the Union membership on January 31, 2005.
3. The agreement must be ratified by the City Council before it becomes effective.


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

Section 1. The Agreement between the City of Troutdale and City of Troutdale Employees Union Local 3132 AFSCME Council 75 for the period July 1, 2004 – June 30, 2006 is approved in substantially the form shown in Attachment A hereto.

Section 2. The City Administrator is authorized to take necessary action to implement and administer Section 1 of this Resolution.

Section 3. This Resolution shall be effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Paul A. Thalhofer, Mayor
February 24, 2005

Date



Sarah Greif, Office Support Specialist

Adopted: February 22, 2005

AGREEMENT

BETWEEN

CITY OF TROUTDALE

AND

CITY OF TROUTDALE EMPLOYEES UNION LOCAL 3132

AFSCME COUNCIL 75

JULY 1, 2004 - JUNE 30, 2006

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PREAMBLE

This agreement is entered into by the City of Troutdale, hereinafter referred to as the "City" and the City of Troutdale Employees Union, Local 3132 AFSCME Council 75, hereinafter referred to as the "Union," made and entered into for the purpose of establishing the wages, hours and conditions of employment and establishing an equitable and peaceful procedure for the resolution of differences between the parties.

ARTICLE 1

RECOGNITION

- A. The City recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all employees of the City excluding supervisory, temporary, seasonal, and confidential employees and employees currently represented in a different bargaining unit. Supervisory and confidential employees are defined in ORS 243.650.
- B. Definition of Terms:

Trial Service Employees: Generally, employees in the first six months of employment. Trial service employees are eligible for some City provided benefits.

Full-Time Regular Employees: Employees who have successfully completed the trial service period and are regularly scheduled to work at least 40 hours per week.

Part-Time Regular Employees: Employees who have successfully completed the trial service period and are scheduled to work at least 20 hours per week. Part-time regular employees are eligible for City provided benefits as indicated herein. Part-time employees who work less than 20 hours per week are not eligible for benefits but are members of the Union.

Temporary/Seasonal Employees: Employees hired to work for a limited duration of time not to exceed 1040 hours on a peak work load or project basis. If the employee works more than 1040 hours, he/she will have Union membership and full employee rights.

FTE (Full Time Equivalent): Any position or combination of positions which are budgeted for a nominal 2,080 work hours per year. For example, a budgeted position of 0.5 FTE would typically have 1,040 work hours per year.

ARTICLE 2

UNION SECURITY

- A. Check Off. Upon receipt of signed authorization, the City agrees to deduct from such employee's paychecks the amount shown on the said authorization for Union dues or fair share costs. Fair share costs are equal to membership dues. The City agrees to remit the aggregate of the deductions monthly to the treasurer of the Union on behalf of the employees involved. Current requests from employees shall remain in full force and effect.

All employees covered by this Agreement shall within thirty (30) days of employment either (1) become a member of the Union, or (2) tender to the Union through payroll deduction his/her fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done.

- B. Hold Harmless. Provided the City acts in compliance with the provisions of this article, the Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check off errors arising out of acts of the Union.
- C. New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, social security number, mailing address and position for which he or she was hired.
- D. Bulletin Boards. The City will allow the Union reasonable space on designated bulletin boards for posting Union materials.
- E. Employees involved in the investigation and/or processing of grievances, or problem solving discussions with supervisors shall be allowed to do so during working hours without loss of pay during the proceedings outlined in the Dispute Resolution Process hereinafter set forth in Article 19. However, the parties agree that, to the extent reasonably practical, such activities will be conducted on the employee's own time.
- F. The City agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, district council representatives or International representatives, shall have reasonable access to the premises of the City so long as they do not interrupt the employees' performance of their duties.

ARTICLE 3

NONDISCRIMINATION

- A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation in matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City because of his/her exercise of his/her rights.
- B. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, union affiliation or political affiliation.
- C. All references to employees in this agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 4

HOURS OF WORK

- A. Regular Hours. The regular hours of each work day shall be consecutive with interruptions for lunch periods.
- B. Work Week. Work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off or any other type of alternative work schedule agreed to in writing by the employee(s), the Union and the City.
- C. Work Shift. Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.
- D. Rest Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) shift which shall be scheduled as near the middle of each one-half (½) shift as is feasible.
- E. Meal Periods. All employees shall be granted a thirty (30) minute or a sixty (60) minute unpaid lunch period during each work shift which shall be scheduled as near the middle of each shift as is feasible. The current length of lunch periods may be changed by mutual agreement between the employee and supervisor. However, where the City now allows thirty (30) minutes off or sixty (60) minutes off, as the case may be, the City will continue to do so for the life of this Agreement unless changed by mutual agreement.

- F. **Unscheduled Call Back Time.** Any employee physically called back more than one hour before or after his/her regularly scheduled shift to perform work of an emergency nature shall be paid for a minimum of three (3) hours at the rate of time and one-half. The employee may be assigned any work for which he/she is qualified to fill the three hours. For the purposes of this section, emergency is defined as an unexpected situation that demands immediate attention.
- G. **Overtime.** For the purposes of this Section, the only non-worked paid time that will be considered hours worked will be vacation hours, holiday hours, and jury duty hours. Compensatory time, sick leave, bereavement leave, and other non-worked paid time will not be considered hours worked for overtime purposes.
1. Employees are eligible for overtime compensation when working in excess of their normal eight (8) hour or ten (10) hour shift, and when they exceed forty (40) hours of work in a week. There shall be no pyramiding of overtime.
 2. Compensatory time accumulation shall not exceed eighty (80) hours. Requests for compensatory time pay out shall be made in writing ten (10) days in advance and will be paid on the regular payroll schedule.
 3. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift, if the overtime assignment would reasonably exceed two hours.
- H. **Job Descriptions.** All employees of the City shall receive a job description with their duties and responsibilities fully outlined. The City reserves the right to update Job Descriptions as necessary.
- I. **Out of Class Pay.** Employees who are assigned substantially all of the duties of a higher classification for more than ten (10) consecutive working days shall receive 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 at the time of the appointment, whichever is greater.

ARTICLE 5

WAGES

- A. **Rate of Pay.** Each employee shall be paid at one of the steps in the range prescribed for his/her classification set forth in attached Appendix A.
- B. **First Six Months of Service With the City.** A new employee is eligible for consideration for a merit increase to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of the trial service period. (See

Article 13, Trial Service Period, for criteria.)

- C. Merit Step Increases. An employee is eligible for consideration for an additional merit increase twelve (12) months after his/her last merit increase until the employee reaches the top step in that range.
- D. Yearly Merit Step Increase Criteria. Yearly merit step increases shall be awarded if employees receive an overall merit evaluation of *MEETS EXPECTATIONS* as defined in the performance review form. Normally, the evaluation process shall be completed by the employee's merit date. If the supervisor has not completed the employee evaluation within thirty (30) days following the employee's merit date, the employee shall automatically move to the next step in his/her salary range, retroactive to his/her merit date. Employee's performance in this case shall be assumed to meet expectations. The Performance Review Form must be returned to Human Resources with both the employee and the supervisor signatures before a Personnel Action Form will be generated. The step increase shall be paid on the paycheck following the evaluation process. Employees at the top of their pay range must sign and return their Performance Evaluation Form to their supervisor within two weeks after receiving their evaluation.
- E. Merit Date. The date an employee receives his/her first merit increase becomes his/her merit date. An employee's merit date will change upon competitive promotion to become the date of promotion and upon transfer to a higher pay grade to become the date of transfer. In the event of a lateral transfer, a noncompetitive promotion, or a reduction in grade, the employee will retain his/her previous merit date.
- F. Pay Day. Normally employees shall be paid every other Friday. If the payday falls on a holiday, employees shall be paid on the last working day preceding the payday.
- G. Stand-By (Beeper) Pay. Employees assigned to be available by phone and/or carry a beeper during non-work hours shall be compensated \$161.00 for each full week of stand-by duty. If the week of standby duty includes a designated holiday (but not a personal holiday) as identified in Article 8, Paragraph A, subparagraphs 1-10, the compensation shall be \$200.00 for that week.
- H. The Hourly Rate Schedule effective July 1, 2003 (Appendix A) shall be the basis for a cash payment to current employees equivalent to 1.4% of the employee's annual base wage, defined as the wage for the employee's step and range and stability pay but excluding overtime pay, beeper pay, cash outs for vacation and compensatory time, and clothing allowance. The hourly wage rate in Appendix A will be multiplied by 2080 hours to determine the annual wage. The monthly stability pay rate will be multiplied by 12 months to determine the annual stability pay. Compensation will be based on the employee's status as of November 1, 2004 and will be paid on the first pay date occurring ten (10) days after this agreement is ratified by both parties.

Effective July 1, 2005, the Hourly Rate Schedule in Appendix A will be increased 2.0%.

All compensation pursuant to this section is subject to payroll taxes.

- I. Stability Schedule. A full-time employee shall earn stability pay once he/she has completed five (5) years of service.

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, the employee must be a full-time employee for the full five (5) year requirement.

The stability pay rate is as follows:

Minimum Years of Continuous Service	Stability Pay Rate
5	2% of Pay Range at Step A
10	3% of Pay Range at Step A
15	4% of Pay Range at Step A
20	5% of Pay Range at Step A

ARTICLE 6

RETIREMENT

Employees shall continue to pay 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.

Notwithstanding the above, the employee’s contribution shall be in accordance with PERS rules and regulations.

ARTICLE 7

HEALTH AND WELFARE

A Health and Vision Insurance. For full-time employees and their eligible dependents, the City agrees to continue to make available CCIS Employee Benefits Services Trust Plan V-A (\$100 Deductible) with the Vision Option or CCIS Employee Benefits Services Trust Kaiser Permanente Medical Plan B with Vision Plan and Drug Plan B with ninety-five (95) percent of the premium costs to be paid by the City and five (5) percent of the premium costs to be paid by the employee. For example, if the premium cost is \$180 per pay period, the City will pay \$171 and the employee will pay \$9. If at some future date the premium increases to \$200 per pay period, the City will pay \$190 and the employee will pay \$10. For part-time employees, the City will pay ninety-five (95) percent of the premium for the employee, fifty

(50) percent of the premium for the employee's first dependent, and zero (0) percent of the premium for any additional dependents. The part-time employee will pay the remainder of the premium. The employee's share of the premium will be paid by payroll deduction

B. Dental Insurance. For full-time employees and their eligible dependents, the City agrees to make available to eligible employees and their eligible dependents the current dental insurance plan or a substitute plan equal to or better than the current benefit level with ninety-five (95) percent of the premium costs to be paid by the City and five (5) percent of the premium costs to be paid by the employee. For example, if the premium cost is \$20 per pay period, the City will pay \$19 and the employee will pay \$1. If at some future date the premium increases to \$30 per pay period, the City will pay \$28.50 and the employee will pay \$1.50. For part-time employees, the City will pay ninety-five (95) percent of the premium for the employee, fifty (50) percent of the premium for the employee's first dependent, and zero (0) percent of the premium for any additional dependents. The part-time employee will pay the remainder of the premium. The employee's share of the premium will be paid by payroll deduction.

C. If the insurance carrier at its sole discretion changes benefits during the term of this Agreement, the Union and its employees waive all rights to bargain or grieve this change.

D. Life and Disability Insurance. The City agrees to provide and maintain the 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 for all full-time and part-time regular employees.

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.

ARTICLE 8

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 and part-time employees working a minimum of twenty (20) hours per week shall receive regular compensation on an FTE basis.

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) Floating Holidays (sixteen (16) hours) per year. These holidays are not cumulative and must be used by the end of the calendar year or they are forfeited. Floating Holidays are selected by the employee. Requests for Floating Holiday usage shall not be unreasonably denied. Upon hire, employees will receive a pro-rated portion of sixteen (16) hours. Each January 1st thereafter, employees will be credited sixteen (16) hours of Floating Holiday time. Upon termination, unused Floating Holiday time will be paid out on a pro-rated basis (1/12th for each month worked in the current calendar year).

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 (1 ½) times his/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.

ARTICLE 9

VACATION

A. All regular full-time employees shall accrue paid vacation leave according to the following schedule. Vacation hours shall accrue on a monthly basis. Part-time employees working a minimum of twenty (20) hours per week shall be eligible for vacation accrual based on FTE.

One week (40 working 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 through tenth years).

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

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. Vacation:

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/her choice by April 1 shall be given his/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. Employees must submit their leave requests by March 1 and shall receive an approval or disapproval of their request by March 15 so that an employee who has not exercised seniority may still do so by April 1. Leave requests submitted after April 1 shall be considered on a first-come, first-served basis and response to those requests shall be made in writing within thirty (30) working days, beginning with the receipt of request. If there is no response within thirty (30) days, the request will be deemed automatically approved.

E. Any employee who is requested to and does work during his/her vacation period shall be paid for regular work hours at the rate of time and one-half (1 ½) his/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 City for any reason, shall be compensated at the current rate of pay, in cash, for the unused vacation he/she has accumulated at the time of separation.

G. If requested at least ten (10) days in advance, each employee will receive his/her pay check the last work day before commencement of his/her 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.

ARTICLE 10

SICK LEAVE

- A. All full-time City employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service. Part-time employees working a minimum of twenty (20) hours per week shall earn sick leave on an FTE basis. 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 in the event of an illness in their family which necessitates making arrangements for the ill 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 (as defined in Article 11, Paragraph B.). Variances to this policy are to be approved by the City Administrator prior to the authorization of sick leave.
- 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 may 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. Employees have two workers' compensation pay options. They can elect to use their sick pay and sign over their worker's compensation checks for sick pay crediting or they can accept the workers' compensation checks and not use sick pay. Employees shall elect one of the above pay options and shall not be entitled to any benefits derived from a combination of the options.
- G. Records of sick leave will be charged for actual time away from the job in fifteen (15) minute increments. Each employee shall be provided a bi-weekly report of his/her accumulated sick leave.

ARTICLE 11

LEAVES OF ABSENCE

- A. Leave Request. Employees may request a leave of absence with or without pay for the purposes specified in this article. 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. In the event of death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, step parents, step siblings, step children, and other relatives or a domestic partner not listed but residing in the employee's household), an employee shall be granted a leave of absence up to three (3) calendar days with pay, depending on the employee's necessity to travel and make funeral arrangements. Additional leave of absence may be granted on an individual basis, and requests must be approved in advance by the Department Director and the City Administrator or designee. This leave is non cumulative.
- 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/her.
- D. Voting Leave. When vote by mail is not an option and an employee's work schedule does not permit voting prior to or after normally scheduled working hours, the employee shall be granted a reasonable time off duty to vote without loss of pay, accrued vacation or sick leave.
- E. Military Leave. The City will abide by all applicable laws.

- F. Conference/Convention Leave. Decisions concerning 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 their 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.
- G. 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.
- H. Union Leave. Employees elected or selected by the Union to an office or position which takes them from their employment with the City, shall, at the written request of the Union, be granted unpaid leave of absence not to exceed ten (10) total days in any twelve (12) month period.
- I. Oregon Family Leave Act/Federal Medical Leave Act. Leave may be taken pursuant to State and Federal Law.

ARTICLE 12

TRAINING/EDUCATIONAL OPPORTUNITIES

- A. Mandatory Training will be defined as training that is required by state law or specialized training for job assignments as directed by the department head or his/her designee.
 - 1. All reasonable related expenses mutually agreed upon before the employee leaves for any mandatory training shall be paid by the City. Such reasonable expenses shall include but not be limited to:
 - a. Course or seminar fees and/or tuition,
 - b. Required books, course materials, etc., and
 - c. Meals, lodging and travel (if travel is by automobile, mileage for personal vehicle at the IRS rate).
 - 2. When requested, the City will make an effort to distribute budgeted funds for discretionary training equitably.
- B. Reimbursement:
 - 1. The City shall reimburse an employee for one-half the amount of tuition for courses directly related to the employee's work offered at accredited colleges or universities (i.e., M.H.C.C., P.S.U., O.S.U., or U.P.) and conducted outside the employee's regular working hours, provided that:

- a. Funds for such expenditures are available in the current budget;
 - b. The employee has made application for and has received approval of the course and tuition reimbursement to his/her department head at least ten days prior to the registration for such course;
 - c. The employee submits evidence of satisfactory completion of the course, and;
 - d. The employee is not receiving reimbursement for tuition from any other source.
2. Courses which are only offered during regular working hours may be approved by the City Administrator, provided time off can be arranged conveniently.
 3. The City shall allow time off with pay and shall reimburse an employee for the tuition and expenses of attending classes, lectures, conferences or conventions when attendance is required by the City.
 4. Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If the City purchases any of the textbooks and publications of such courses, said textbooks and publications shall become the property of the City.
 5. All training classes must be authorized, in writing, by the Department Head if the class is to be reimbursed in any portion. Such authorization must be in advance.

ARTICLE 13

TRIAL SERVICE PERIOD

The trial service period for new employees is six (6) months from date of hire defined as a minimum of 1,040 hours worked for full-time employees and 520 hours worked for part-time employees. In the event a trial service employee does not work the minimum number of hours specified during his/her first six (6) months of service, the employee's trial service period will be automatically extended through the day in which he/she completes the minimum number of hours required to complete the trial service period. In addition, an employee's trial service period may be extended by the City with agreement by the Union.

Trial service employees may be terminated at any time during the trial service period at the discretion of the City. Trial service terminations are not subject to any appeal through the grievance and arbitration procedure.

ARTICLE 14

SENIORITY

- A. Seniority for full-time and part-time employees shall be determined by the employee's length of continuous service within the bargaining unit since the last actual date of hire ("anniversary date") by the City. Part-time employees will accrue seniority on an FTE basis . After joining the City, any time spent on military leave, leaves of absence, paid leaves and duty-connected disability leave shall be included in determining length of service. To qualify for seniority, an employee must satisfactorily complete his/her trial service period.
- B. Ties in seniority shall be broken by lot.
- C. Seniority shall not be used as a factor regarding personnel matters except as set forth in this Article and in Articles 9, 15, and 16.
- D. Seniority shall be broken when employment is terminated by any of the following events:
 - 1. Voluntary resignation or retirement;
 - 2. Discharge;
 - 3. Layoff for twenty-four (24) continuous months;
 - 4. Absence from work due to off-the-job illness or off-the-job injury for twelve (12) continuous months;
 - 5. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within seven (7) calendar days of delivery;
 - 6. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within (7) calendar days of receipt of notice of a limited or full medical release to return to work.
- E. In the event an employee is absent from work due to an on-the-job injury or on-the-job illness for more than (12) months, his/her seniority will be frozen after (12) months of absence.
- F. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue
- G. If a bargaining unit member promoted into management returns to the bargaining unit, his/her seniority shall be restored for the time spent in the bargaining unit.

ARTICLE 15

PROMOTIONS, TRANSFERS, AND JOB OPPORTUNITIES

- A. Promotion. There are two types of promotions: competitive and noncompetitive. A competitive promotion is one in which the vacancy is available to all qualified applicants. A noncompetitive promotion is one in which a promotion is made within a Department without a job posting. The City will guarantee a minimum five (5) percent wage increase to all promoted employees.
1. Competitive promotional opportunities will be communicated via internal job postings (and external ads, if appropriate) and successful applicants will be placed on a new Trial Service Period and will be eligible for consideration for a merit increase after six months on the job.
 2. Noncompetitive promotions are appointed without a job posting. For the purposes of this article, noncompetitive promotions are within a Department only. The employee must meet the minimum job requirements as defined by the most current job description. Individuals that are promoted through the noncompetitive process will receive a five (5) percent wage increase and retain their previous merit date.
 3. In the case of competitive promotions, the promoted employee may be demoted at any time during the Trial Service Period to the position from which the promotion was made. Such demotion shall not occur for arbitrary or capricious reasons. If this action necessitates further staff movement, it shall be sequential downward bumping in reverse order of that which filled the open position created by the promotion addressed in this paragraph. In the event of demotion, the merit date remains the same.
- B. Transfer. A change of an employee from one position to another in the same class or to a position in a comparable class within the City service.
1. Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the employee's present department head and referred to the appropriate department head and the City Administrator.
 2. Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which he/she does not possess the minimum qualifications. No requests for transfer under this section will be denied for arbitrary or capricious reasons.
- C. Job Opportunities: It is the City's general policy to attempt to fill job openings by promoting qualified regular employees who are in good standing (meaning the employee must not have received an adverse write-up or suspension within ninety (90) days prior to submitting the application). It is City management's objective to post all vacancies except for certain non-union jobs that management needs to fill

from outside the City, for example, to obtain specific professional skills that existing employees do not possess. Management reserves the right to interview outside candidates at any point in the process. If a job opening is to be available to internal applicants, it will be posted at each work location for three (3) business days. To comply with workers' compensation and Americans with Disabilities Act laws, management may on occasion be required to offer a job to a returning worker rather than subject it to posting. The following factors will be considered in determining eligibility for promotion:

- Attendance, safety and disciplinary records,
- Skill and ability to do the required work,
- Overall performance, and
- Job related aptitude tests.

Evaluation of the above factors is management's sole discretion. When the City determines that all factors are equal, the employee with the greatest City seniority will be selected.

ARTICLE 16

LAYOFF AND RECALL

- A. Employees shall be laid off in reverse order of their seniority within their job family grouping.
- B. Temporary employees will not be used to fill bargaining unit positions previously held by laid off employees with layoff rights. All temporary, seasonal, and trial service employees shall be laid off within a job family before any regular bargaining unit employees are laid off within that job family.
- C. A layoff is defined as a separation from the City due to the reduction or elimination of a position. All employees and the Union shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the positions to be laid off. If the Union desires to discuss possible options to the pending layoff, it shall notify the City to schedule a meeting within a reasonable period of time. Employees shall have the following options:
 1. Accept the layoff.
 2. Request assignment to a vacant position within the City for which they possess the mandatory requirements and special requirements/licenses.
 3. Displace the employee with the lowest seniority in the same or lower pay range within the same job family grouping if the employee possesses the mandatory requirements and special requirements/licenses for the position. If no employee

can be bumped, then the bumping employee can displace an employee with less seniority in the same or a lower pay range when the bumping employee has worked a minimum of one year within the last five years in that position.

D. QUALIFICATION

The qualification of an employee to bump shall depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at a satisfactory level of performance with on-the-job orientation. If, after 30 days of on-the-job orientation, the City finds the employee is not satisfactorily performing the job duties, the employee will be laid off. The employee will be placed on the layoff list.

E. PLACEMENT

Employees who displace an employee in a lower pay range shall be paid the salary closest to their current salary on the pay range of the displaced employee. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to reclassification in a higher pay range.

F. BUMPING AND RECALL PROCEDURE

1. Employees displaced from a higher pay range may elect to bump an employee in an equal or lower pay range within an established job family grouping on the basis of city-wide seniority. The established job family groupings are attached as Appendix B which is hereby incorporated into this Agreement. This Appendix may be updated by mutual agreement.

Employees may bump to a lower position in the employee's job family grouping, provided the employee is senior to the incumbent to be displaced and possesses the mandatory requirements and special requirements/licenses to do the work.

2. Employees laid off shall be placed on layoff lists in order of city-wide seniority. Employees shall be recalled according to such lists as positions equal to or below their previous pay range become available. Layoff status will continue for twenty-four (24) months.
3. All employees on the layoff list have priority over outside hiring provided the employee possesses the mandatory requirements and special requirements/licenses and can perform the duties of the job.
4. Upon recall to any position in the City a recalled employee shall have restored all accruals of sick leave, vacation accrual rate, and seniority in effect on the date of layoff.
5. If recalled to a different position in the same or another job family grouping, then the employee shall be placed on a new trial service period for six (6) months. If the employee does not successfully complete trial service, the employee shall revert to layoff list.

6. If recalled to the former position, the employee will serve no trial service period. The employee will return to the same range and step as when laid off and will have a new merit date for purposes of step increases.
7. Employees on layoff must keep the City informed of their most current address and telephone number during the period of layoff. Failure to respond to a recall notice within seven (7) calendar days and/or to return to work within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of all recall rights.

ARTICLE 17

PERSONNEL FILES

- A. Each employee shall have the right, upon request, to review and obtain and copy the contents of their personnel file, exclusive of materials received prior to the date of his/her employment by the City. A charge may be assessed for providing such copies, consistent with the City policy. An employee's Union representative may receive copies of the documents in the employee's file upon written request of the affected employee. The official personnel file shall be maintained by the Human Resources Manager or his/her designee.
- B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or his/her designee, and by the City Administrator or his/her designee, Executive Department staff members, the employee's Department Director or immediate supervisor, the City's legal counsel and appropriate law enforcement agencies.
- C. Upon receipt of material, the employee may respond, in writing, within thirty calendar days, to any item placed in his/her personnel file, and that response shall become a part of the employee file.
- D. Each employee shall be afforded an opportunity to read and sign any written material that is placed in his/her personnel file, including, but not limited to: employee evaluations, citizen complaints, written reprimands, suspensions or discharge. Signing does not necessarily indicate agreement.
- E. Retention of Documents; Staleness. Notices of disciplinary action shall be retained in the employee's personnel file. Notices of written reprimand shall be considered to be "stale" after three (3) years from the incident in question, unless the employee receives subsequent discipline of a like nature within that time period. These "stale" notices will not be used in future disciplinary action.

ARTICLE 18

DISCIPLINE

- A. Disciplinary action or measures for violations of rules and regulations shall include only the following: oral reprimand, written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Employees are subject to discipline or discharge for just cause.
- B. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.
- C. In the event of any interview or hearing which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by a Union representative during such procedures.

ARTICLE 19

DISPUTE RESOLUTION PROCESS

- A. To promote better relations, the parties agree to settle any disputes as to the meaning, interpretation, or application of this contract by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Union or an employee may claim a breach of this Agreement in writing to the employee's Immediate Supervisor (with a copy to the Human Resources Manager) within twenty-one (21) calendar days from the occurrence thereof, or of the employee's knowledge thereof, or from the time the employee should reasonably have become aware. (For purposes of this Article 19, "Immediate Supervisor" means positions such as the following, as appropriate: Community Services Manager, City Recorder, Parks & Facilities Supervisor, Wastewater Services Superintendent, Public Works Superintendent, Building Official, Human Resources Manager, or Chief Engineer.) The notice shall include:

- a. A statement of the grievance and the relevant facts.
- b. Specific provision(s) of the contract alleged to have been violated.
- c. Remedy sought.

The Immediate Supervisor shall respond to the grievance in writing within seven (7) calendar days after receipt thereof.

STEP 2: If the Union or the employee believes that the grievance remains unresolved, the employee or the Union may submit the grievance to the appropriate

Department Director (City Administrator for employees within the Executive Department). Such submission must occur within seven (7) calendar days after receipt of the response from the Immediate Supervisor. The Department Director may meet with the employee, who may be represented by the Union at the meeting. The Department Director shall respond to the grievance in writing within seven (7) calendar days after receipt thereof. If the Department Director responded in STEP 1, this STEP 2 shall be bypassed, and the employee may go directly to STEP 3.

STEP 3: If the Union or the employee still believes that the grievance remains unresolved, the employee or the Union may submit the grievance to the City Administrator. Such submission must occur within seven (7) calendar days after receipt of the response from the Department Director. The City Administrator may meet with the employee, who may be represented by the Union at the meeting. The City Administrator shall respond to the grievance in writing within ten (10) calendar days after receipt thereof. If the City Administrator responded in STEP 2, this STEP 3 shall be bypassed, and the employee may go directly to STEP 4.

STEP 4: If the grievance is not resolved by the completion of STEP 3, the Union may submit it to arbitration. Such submission must occur within fourteen (14) calendar days after receipt of the response from the City Administrator. The arbitrator shall be selected by mutual agreement of the parties as follows:

- a. A list of seven (7) Oregon arbitrators shall be requested from the State Mediation and Conciliation Service, and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike first. The one remaining shall be the arbitrator.
 - b. The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing or receipt of briefs, if submitted. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.
 - c. The parties specifically agree that, in the event issues are submitted to arbitration, the decision shall be specifically limited to those issues disputed by the parties.
 - d. The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.
 - e. Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. Failure by the Union to submit and advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt by the City of a signed statement from the Union or the employee that the grievance is withdrawn.
- B. If the Union asserts that the City has a continuing obligation to bargain and there is a

dispute about the mandatory/permissive status of the issue, the Employment Relations Board shall be the sole avenue of appeal. The Union and its employees waive the right to grieve on this issue.

ARTICLE 20

NO STRIKE

- A. During the life of this agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article. No employee shall be required to perform struck work that is not his/her normal work assignment.
- B. In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make a reasonable attempt to secure an immediate and orderly return to work.

ARTICLE 21

RESIDENCE REQUIREMENT

Residency shall not be a condition of initial appointment or continued employment. However, employees whose job description requires on-call or response time may be required to live within a fifteen minute normal driving distance response time of their primary place of work. Requirements will be made part of the job description for those positions affected. Emergency employees exempted from this provision by virtue of hire date prior to this procedure shall be expected to not move further away from the City when they do move.

ARTICLE 22

OUTSIDE EMPLOYMENT

The employee shall be able to work in other jobs than City employment so long as such jobs do not present a conflict of interest or affect the performance of their work duties for the City. However, should the employee take a leave of absence, the employee agrees that the status quo for outside employment shall be maintained.

ARTICLE 23

MAINTENANCE OF STANDARDS

All terms and conditions of employment not covered by the contract, but which are mandatory subjects for bargaining under Oregon law shall be maintained without change during the life of this Agreement unless modified by mutual agreement between the City and the Union.

ARTICLE 24

FUNDING

The parties recognize that revenue needed to fund wages and benefits provided by the agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The City guarantees it will pay the wages and benefits agreed upon in this Agreement, but does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 25

MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its workforce is vested solely in the City and responsible Department Heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management. Unless otherwise expressly restricted by a specific provision of this Agreement the City shall have the sole and exclusive right, at its own discretion, to exercise the regular and customary functions of management, including, but not limited to:

- Directing the activities of the Departments and employees covered by the Agreement;
- Determining standards, levels of service and methods of operations, including subcontracting;
- Introducing, discontinuing and modifying methods of operation, processes, equipment, etc.;
- Hiring, promoting, laying off and transferring employees;
- Disciplining and discharging employees;
- Determining work schedules and assigning work;

- Promulgating and implementing policies and procedures;
- Enforcing, revising and modifying rules related to employee conduct, performance, attendance and safety. However, prior to implementing such new or revised rules the City shall send a copy of the new or revised rules to the Union; and
- Exercising any other right not specifically abridged by this Agreement.

If the City does not exercise one or more of its management's rights, such conduct shall not be deemed a waiver or abandonment of any such right(s). If the City exercises any of its reserved management right(s) in a particular manner, such conduct shall not preclude its exercise of such right(s) differently or in any other way not in conflict with a specific provision of this Agreement.

ARTICLE 26

SAVINGS CLAUSE

If any article or section to this Agreement or any addition thereto shall be held invalid by operation of law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, legislative action or ruling by an administrative agency, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement agreement under the terms of ORS 243.702 and ORS 243.698.

ARTICLE 27

CLOTHING

- A. The City will continue to supply to all bargaining unit employees OSHA/OROSHA required safety equipment, raingear, rubber boots, insulated coveralls, winter coats or jackets and required uniform shirts, both long and short sleeve.
- B. The City will continue to provide a \$125.00 pants/boot allowance per year throughout the term of this agreement to eligible "field" employees. Employees must provide receipts to receive reimbursement. Employees providing receipts totaling less than \$125.00 will receive only the amount on their receipts. Employees have the full fiscal year beginning each July 1st to receive the full \$125.00 reimbursement for clothing/boot expenses.
- C. For the purposes of this Article, eligible field employees are Public Works Operators and Laborers, Wastewater Operators and Laborers, Mechanics, Parks & Facilities Workers, and Civil Engineers.

ARTICLE 28

NEW CLASSIFICATIONS

New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City shall forward notice of the new class and wage scale to the Union by certified mail. The wage scale so assigned may be negotiated upon notice by the Union within fourteen (14) days after receipt of the notice from the City. While the parties are bargaining, the City may implement its proposed wage.

ARTICLE 29

DURATION

- A. This Agreement shall commence on July 1, 2004 and remain in full force and effect until June 30, 2006.
- B. The Union shall notify the City in writing not later than January 15, 2006, of its intention to negotiate a successor agreement, in which event the negotiations shall commence not later than thirty (30) days after the giving of said notice.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of February, 2005.

CITY OF TROUTDALE EMPLOYEES

CITY OF TROUTDALE, OREGON

Dan Clausen

Dan Clausen, President

Paula Goldie

Paula Goldie, Vice President

Debra Kidney, AFSCME
Debra Kidney
Council Representative

John K. Anderson
John Anderson, City Administrator

James E. Galloway
James E. Galloway, Bargaining Team
Member

APPENDICES:

- A. HOURLY RATE SCHEDULE
- B. JOB FAMILY GROUPINGS

APPENDIX A

HOURLY RATE SCHEDULE EFFECTIVE JULY 1, 2003

JOB TITLE	RANGE	A	B	C	D	E
	1	9.2942	9.7558	10.2462	10.7538	11.2904
	2	9.7558	10.2462	10.7538	11.2904	11.8558
Laborer Regular	3	10.2462	10.7538	11.2904	11.8558	12.4500
	4	10.7538	11.2904	11.8558	12.4500	13.0731
	5	11.2904	11.8558	12.4500	13.0731	13.7250
WWTP/PW Laborer	6	11.8558	12.4500	13.0731	13.7250	14.4231
	7	12.4500	13.0731	13.7250	14.4231	15.1327
Police Receptionist	8	13.0731	13.7250	14.4231	15.1327	15.8942
General Clerical						
CH/PW Receptionist	9	13.7250	14.4231	15.1327	15.8942	16.6846
WWTP/PW Operator I	10	14.4231	15.1327	15.8942	16.6846	17.5154
Police Tech I						
Police Records Specialist						
Accounting Tech I						
P & F Worker II	11	15.1327	15.8942	16.6846	17.5154	18.3981
Department Secretary						
Permit Specialist						
Court Clerk						
Recreation Coordinator						
WWTP/PW Operator II	12	15.8942	16.6846	17.5154	18.3981	19.3212
Accounting Tech II						
Code Compliance Officer	13	16.6846	17.5154	18.3981	19.3212	20.2788
Mechanic						
WWTP/PW Operator III	14	17.5154	18.3981	19.3212	20.2788	21.2885
Accounting Tech III						
P & F Worker III						
GIS/CAD Specialist	15	18.3981	19.3212	20.2788	21.2885	22.3615
	16	19.3212	20.2788	21.2885	22.3615	23.4808
Associate Planner	17	20.2788	21.2885	22.3615	23.4808	24.6462
Building Inspector II	18	21.2885	22.3615	23.4808	24.6462	25.8865
Senior Planner						
Environmental Specialist						

Civil Engineer III	19	22.3615	23.4808	24.6462	25.8865	27.1731
	20	23.4808	24.6462	25.8865	27.1731	28.5404
	21	24.6462	25.8865	27.1731	28.5404	29.9654
	22	25.8865	27.1731	28.5404	29.9654	31.4654
	23	27.1731	28.5404	29.9654	31.4654	33.0404
	24	28.5404	29.9654	31.4654	33.0404	34.6904
	25	29.9654	31.4654	33.0404	34.6904	36.4269
	26	31.4654	33.0404	34.6904	36.4269	38.2500

NOTE: Non PERS eligible employees are paid approximately six (6) percent less. Notwithstanding the foregoing, the employee contribution shall be in accordance with PERS rules and regulations.

Appendix B Job Family Groupings

**Noncompetitive Job Family positions:
(Individuals can be promoted into these positions without a job posting.)**

<p><u>Public Works Shop</u> Public Works Operator II to Public Works Operator III Public Works Operator I to Public Works Operator II Public Works Laborer to Public Works Operator I</p>	<p><u>Wastewater Services</u> Wastewater Operator II to Wastewater Operator III Wastewater Operator I to Wastewater Operator II Wastewater Laborer to Wastewater Operator I</p>
<p><u>Community Development</u> Associate Planner to Senior Planner</p>	<p><u>Public Works Management</u> Civil Engineer II to Civil Engineer III Civil Engineer I to Civil Engineer II</p>
<p><u>Finance</u> Accounting Technician II to Accounting Technician III Accounting Technician I to Accounting Technician II</p>	<p><u>Facilities and Parks</u> Facilities/Parks Maintenance Worker II to Facilities/Parks Maintenance Worker III Facilities/Parks Maintenance Worker I to Facilities/Parks Maintenance Worker II</p>

Job Family Groupings for bumping purposes in the event of layoff:

<p><u>Group A</u> Public Works Operator III/Wastewater Operator III Public Works Operator II/Wastewater Operator II Public Works Operator I/Wastewater Operator I Any Laborer</p>	<p><u>Group B</u> Department Secretary Permit Specialist Court Clerk Police Technician/Records Specialist City Hall Receptionist Public Works Receptionist Police Receptionist General Clerical</p>
<p><u>Group C</u> Facilities/Parks Maintenance Worker III Facilities/Parks Maintenance Worker II Facilities/Parks Maintenance Worker I Any Laborer</p>	<p><u>Group D</u> Accounting Technician III Accounting Technician II Accounting Technician I</p>
<p><u>Group E</u> Senior Planner Associate Planner</p>	<p><u>Group F</u> Civil Engineer III Environmental Specialist GIS/CAD Specialist</p>
<p><u>Unique Positions with No Clear Job Family</u> Recreation Coordinator Code Compliance Officer Mechanic Building Inspector</p>	