

RESOLUTION NO. 2019

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 bargaining teams have reached agreement on a three-year collective bargaining agreement for the period July 1, 2009 to June 30, 2012.
2. The agreement is pending expected ratification by the full Union membership within a week.
3. The agreement must be ratified by the City Council before it becomes effective.
4. That it is advisable to ratify the agreement today and avoid un-necessary difficulties in payroll processing and administration from delaying approval until the Council's next scheduled meeting.

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, 2009 – June 30, 2012 is approved in substantially the form shown in Attachment A hereto subject to ratification by the Union membership.


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

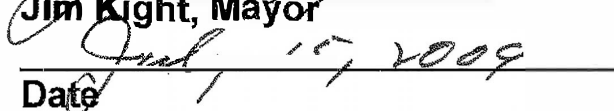
Section 3. Upon adoption this Resolution shall be effective July 1, 2009.

YEAS: 7

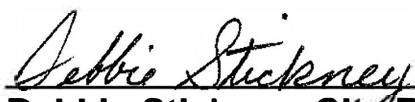
NAYS: 0

ABSTAINED: 0



Jim Kight, Mayor


Date



Debbie Stickney, City Recorder
Adopted: July 14, 2009

AGREEMENT

BETWEEN

CITY OF TROUTDALE

AND

**CITY OF TROUTDALE EMPLOYEES UNION
LOCAL 3132, AFSCME COUNCIL 75**

2009-2012

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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," 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 managerial, 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. Categories of Employment:

Trial Service Employees: Employees in the first six months of employment. Trial service employees are eligible for City provided benefits, as set forth in this Agreement.

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 set forth in this Agreement. Part-time employees who work less than 20 hours per week are not eligible for benefits, but are members of the bargaining unit.

Temporary/Seasonal Employees: Employees hired to work for a limited duration of time not to exceed 1040 consecutive hours on a peak work load or project basis. If the employee works more than 1040 consecutive hours, he/she will become a member of the bargaining unit and will be entitled to benefits as set forth in this Agreement.

C. Definition of Term

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

Domestic Partner: A domestic partner is defined as an individual who lives with the employee as a same sex partner and has fulfilled the requirements contained in and completed the "Affidavit of Domestic Partnership" form which is available from Human

Resources. Domestic partners that have fulfilled the requirements set forth in this form and submitted the form to Human Resources will be eligible for all benefit insurance options available to "spouses" of employees, as provided in carrier contracts. Additionally, employees with domestic partners are entitled to use sick leave pay and OFLA benefits to care for a domestic partner or the child or other family members of a domestic partner on the same basis that those benefits are extended for the care of a spouse, in accordance with applicable law. Employees are obligated to promptly notify Human Resources in writing when domestic relationships begin and end.

D. New Classifications:

When any new classification is established by the City and assigned to the bargaining unit pursuant to Section A, above, the City shall designate a pay range for the new classification. The City shall then notify the Union in writing of the intended pay range for the new classification and shall furnish the Union with a copy of the job description. In the event the Union does not concur, the Union shall notify the City in writing of such within fourteen (14) days of its receipt of the City notice. Upon receipt of timely notice, the City will bargain with the Union over the pay range for the classification.

Nothing in this Section will be construed to prohibit the City from hiring an employee in the new classification at the intended rate, subject to the Union's right to demand retroactivity of any agreed upon rate.

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 equivalent 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 from year to year unless revoked in writing.

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 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. Problem Solving. During working hours and without loss of pay, an employee covered by this Agreement may participate in his/her own problem-solving discussions with a supervisor, in his/her own disciplinary interviews and hearings, and in his/her own Dispute Resolution Process meeting with management. In addition, an employee may request the participation of one Union representative, during working hours and without loss of pay to said representative, in his/her problem-solving discussions with a supervisor, in his/her disciplinary interview, disciplinary hearing, and Dispute Resolution Process meeting with management when such Union representative is reasonably available. All other Union related business conducted by an employee covered by this Agreement shall be during non-working hours or while on leave status.
- F. Reasonable Access. 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.
- G. Negotiations. No more than two (2) City employees shall be allowed time off with pay while at the bargaining table. Employees are subject to being called away from bargaining for urgent duty without receiving extra pay for Unscheduled Call Back Time (Article 4, Paragraph F).

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, political affiliation or other protected status or protected activity, in accordance with applicable law.

- 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. The work week for full time employees shall consist of a seven (7) day work schedule of 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 affected 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 paid rest period during each four (4) hour segment of work which shall be scheduled as near the middle of each four (4) hour segment as is feasible.

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.

- E. Meal Periods. All employees who work a schedule of at least six (6) hours 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 his/her regularly scheduled shift or after completing his/her 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. Responding to telephone calls and emails or other contacts which do not require an employee to physically report to work are compensated through standby pay and do not trigger call back. The employee may be assigned any work for which he/she is qualified to fill during the three (3) hours. For the purposes of this Section, emergency is defined as an unexpected situation that, in the City's determination, demands immediate attention. The City shall not be arbitrary or capricious in making such determinations. In the event an employee who is not on standby pay is required to respond to telephone calls during his/her off-duty hours, he/she shall be paid for such time in rounded to the nearest quarter hour in

accordance with applicable law, provided a supervisor has authorized the off-duty contact with that employee.

- G. Overtime. Except as provided in Section H, below, employees will be paid overtime compensation at the rate of one and a half (1 ½) their regular hourly rate for all hours worked in excess of their normal eight (8) hour or ten (10) hour shift, or when they exceed forty (40) hours of work in a workweek. There shall be no pyramiding of overtime.

For the purposes of this Section, the only non-worked paid time that will be considered hours worked for the purpose of computing overtime 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.

- H. Compensatory Time. In lieu of overtime, employees can elect to receive equivalent compensatory time off 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.
- I. Scheduled Return to Work. Employees who are scheduled to return to work after their regular workday, for example a night meeting, may chose to flex their schedules for that workday so that their working hours for that day are contiguous with the scheduled return to work, with advance approval from their supervisor.

Employees who are required to return to scheduled work after their regular workday (for night meetings, etc.), but who do not flex their schedule, will receive a minimum of two (2) hours pay for such time, at applicable regular or overtime rates.

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 for the duration of the Agreement.
- 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 *Consistently Achieved* 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 nonworking hours shall be compensated \$161.00 for each full week (\$23.00 per day) of stand-by duty. If the week of standby duty includes a designated holiday (but not a personal holiday) as identified in Article 8, Section A, subsections 1-10, the standby compensation for that day shall be increased by \$39 to \$62 for that holiday. For the purposes of this Section, the two Thanksgiving holidays (Thanksgiving and the day after Thanksgiving) shall count as one holiday. Also for the purposes of this Section, the day stand-by duty begins is the day the employee becomes eligible for stand-by pay; the day stand-by duty ends the employee is not eligible for stand-by pay.
- H. The Hourly Rate Schedule in Appendix A, which represents the hourly rate in effect on June 30, 2009, shall be effective for the duration of this Agreement.

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

- I. Stability Schedule. All full-time and part-time regular employees shall earn stability pay once they have completed five (5) continuous years of service. Stability pay will be paid on an hourly basis 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

Effective July 1, 2011 stability pay will be paid on an hourly basis as follows:

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

- J. 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. The City will notify the employee and the Union electronically when a job description is updated.
- K. 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 6

RETIREMENT

Effective July 1, 2009 the City shall pay the six percent (6%) employee contribution to the Public Employees Retirement fund.

Contributions shall be in accordance with PERS rules and regulations.

ARTICLE 7

HEALTH AND WELFARE

- A. Health Insurance. The City agrees to make contributions to provide medical and dental insurance coverage, including vision, coverage to full-time regular and full-time trial service employees and part-time regular and part-time trial service employees as set forth in this Article.

Coverage begins on the first day of the month following thirty (30) days of continuous employment as a full-time regular or part-time regular employee, provided the employee has submitted enrollment forms to Human Resources. During the appropriate enrollment period(s), the employee may choose between one of the following health and vision insurance options:

1. CIS Regence BlueCross BlueShield Plan V-A Preferred Provider Plan, with the Vision and well baby Options.

2. CIS Kaiser Permanente Medical Plan B with Vision Plan and Drug Plan B.

Dental insurance shall be provided under Willamette Dental or ODS Dental.

B. The cost of the premium to provide health insurance coverage will be shared by the City and participating employees as follows:

- Effective July 1, 2009: For full-time employees and their eligible dependents, the City will pay ninety-two percent (92%) of the premium costs and the employee will pay eight percent (8%) of the premium costs.
- Effective July 1, 2010: For full-time employees and their eligible dependents, the City will pay ninety-one percent (91%) of the premium costs and the employee will pay nine percent (9%) of the premium costs.
- Effective July 1, 2011: For full-time employees and their eligible dependents, the City will pay ninety percent (90%) of the premium costs and the employee will pay ten percent (10%) of the premium costs.

For part-time employees who are regularly scheduled to work at least twenty (20), but less than thirty (30) hours per week and their eligible dependents, the City will pay the same percent of the premium cost for the employee as paid on behalf of full-time employees, fifty percent (50%) of the premium cost for the employee's first dependent, and zero percent (0%) of the premium cost for any additional dependents. For part-time employees who are regularly scheduled to work at least thirty (30), but less than forty (40) hours per week and their eligible dependents, the City will pay the same percent of the premium cost for the employee as paid on behalf of full-time employees, seventy-five percent (75%) of the premium cost for the employee's first dependent, and twenty-five percent (25%) percent of the premium cost for any additional dependents.

Any portion of the premium not paid by the City shall be paid by the employee through payroll deduction.

- C. If the medical, vision or dental 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 shall provide a term life insurance benefit policy and an accidental death and dismemberment benefit policy equal to \$20,000. In addition, the City shall provide a Long Term Disability Insurance policy that provides for 66-2/3% of salary to a \$3,333 maximum monthly benefit with a 90 calendar day elimination period. These policies shall be provided to all full-time regular and part-time regular employees at no cost to the employee. Eligibility for coverage will commence following the elimination period. Eligibility and benefit obligations shall be governed by the terms of the contract between the City and insurance carrier.

- 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.
- G. Employees shall continue to receive medical, dental, disability and life insurance benefits through the City's payment of its portion of the premium during the time they are on paid leave (holiday, vacation, sick leave and compensatory time) or during the time they are on FMLA leave, whichever is greater. Benefit coverage through the City's payment of the premiums will continue through the last day of the month in which the employee's paid leave is depleted or FMLA leave expires, whichever occurs later, except as otherwise required by law or mutually agreed upon in writing.
- H. Labor-Management Health Insurance Committee. A Health and Welfare Benefits Committee will be established no later than September 1, 2009 to review and evaluate health (medical, vision and dental) insurance options and make recommendations for changes in the health insurance benefits and/or carriers for subsequent years of this Agreement. The objective of the Committee will be to determine whether the funds currently being expended by the City and employees for health insurance coverage could be spent more effectively. The Committee will consist of up to three (3) Union members and the AFSCME field representative and up to three (3) members designated by the City. AFSCME understands and agrees that Committee the Troutdale Police Officers Association may also designate Committee members. Committee meetings shall be conducted during the regular straight-time working hours of the designated Union representatives and shall be jointly scheduled by the City and Union Committee members.

In the event the City and the Union conclude that changes in the current health insurance plan are in the best interest of the City and bargaining unit employees, the parties may mutually agree to reopen Article 7 Sections A and B for the plan years beginning August 1, 2010 and/or August 1, 2011. Notice of reopener must be issued in writing and received by the City Administrator or the AFSCME field representative no later than May 1st of the year in which the reopener is sought, unless the parties have mutually agreed upon an extension in writing. Notice of reopener must be issued in writing and received by the City AFSCME field representative no later than May 1st of the year in which the reopener is sought, unless the parties have mutually agreed upon an extension in writing.

ARTICLE 8

HOLIDAYS

- A. All regular and trial service employees of the City shall be entitled to the holidays listed below, with pay. Full-time regular and trial service 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 a pro-rated 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.
1. One week (40 working hours) shall be earned from first day of employment through six months of continuous employment.
 2. 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).
 3. 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).
 4. 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).

5. After ten years of employment, four weeks (160 hours) shall accrue per year (i.e., four weeks during the eleventh through fifteenth years).
 6. After fifteen years of employment, four weeks and three days (184 hours) shall accrue per year.
 7. After twenty years of employment, five weeks (200 hours) shall accrue per year.
 8. Vacation hours shall accrue on a prorated basis. Part-time employees working a minimum of twenty (20) hours per week shall be eligible for vacation accrual on a prorated FTE basis.
- B. New employees are not permitted to schedule or take 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 itemized on employee paychecks.
- 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 a pro-rated 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 to use their accrued sick leave for the following reasons:
 - 1. When an employee is unable to report for all or part of a shift due to an illness, injury, doctor's appointment or dental appointment.
 - 2. When an employee's attendance is required to care for an immediate family member. For the purpose of this paragraph, "immediate family shall include spouse, parents (including step parents) children (including step children and foster children), sister, brother, current father-in-law and mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step siblings, domestic partner, children, grandchildren and grandparents of a domestic partner and other relatives residing in the employee's household.
 - 3. When an employee is unable to perform their work duties by reason of an on-the-job injury or occupational illness, as set forth in Section F, below.
 - 4. When an employee who is eligible for OFLA is absent for OFLA qualifying reasons.
- C. An employee who is unable to report to work because of any of the reasons set forth in paragraph Section 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. Medical Verification. The City may require an employee to submit written certification from a physician or other acceptable verification of eligibility to receive sick leave benefits under any of the following conditions:

1. Whenever the employee's absence exceeds three consecutive workdays;
2. Whenever the City has an objectively reasonable concern about whether an employee's illness or injury prevents him/her from working;
3. Whenever the City has an objectively reasonable concern that misuse of sick leave has occurred (i.e. questionable patterns of usage, calling in on a previously denied day off, etc.), provided the employee has been previously notified by a supervisor or manager that, due to such concerns, future verification will likely be required.

Abuse of sick leave privilege may be cause for discipline and/or recovery of sick leave payments made for reasons not permitted under Article 10, Section B.

E. Donations for Catastrophic Illness or Injury Employees who have depleted their sick leave and other paid leave accounts due to a serious illness or medical condition or the need to care for a family member with a serious illness or medical condition *and* who are not yet receiving or eligible to receive long term disability benefits may apply for donated leave, as described in Article 11, Section J.

F. Integration with Workers' Compensation. Employees have two workers' compensation pay options:

1. They can elect to use their sick pay and sign over their worker's compensation time loss checks for sick pay crediting; or
2. They can accept the workers' compensation time loss checks and not use sick pay or any other form of paid time off.

Employees shall elect one of the above pay options in writing and shall not be entitled to any benefits derived from a combination of the options

For employees who elect the first option, the following conditions apply:

- a. An employee's sick leave bank shall be charged for only the differential between the employee's time loss payments and his/her regular gross wages for the period that the employee is receiving Workers' Compensation time loss checks.
- b. In the event an employee who elects this option fails to provide the City with any of his/her Workers' Compensation time loss payments, the employee will receive only time loss benefits for that period.
- c. In the event an employee's time loss benefits end, but he/she is unable to return to work, that employee may utilize his/her accrued sick leave benefits in order to receive his/her regular gross wages.

- d. In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, floating holiday and vacation pay to receive their regular gross wages. In the event the employee does not specify which paid leave accrual he/she would like to use, compensatory time will be used first, followed by floating holidays, then vacation pay.

Accrual of benefits shall continue as long as the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, floating holidays, compensatory time or vacation pay.

If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined above, while the claim is in disputed status. In the event the employee's injury or illness is determined to be non-compensable at any point in the workers' compensation process, whether by the City's workers' compensation carrier or through a workers' compensation proceeding, the employee shall, from that date, be treated as though he/she suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits. If the employee's sick leave benefits are depleted, the employee may use accrued compensatory time and vacation pay. In the event an employee does not specify whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then vacation pay.

In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what he/she should have received in sick leave and other benefits as described above.

- 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 and granted or denied based on the guidelines provided in this Article.
- 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, domestic partner as defined in Article 1, and other relatives or a who are not listed, but are residing in the employee's household), an employee shall be granted a leave of absence of up to twenty-four (24) hours with pay, not chargeable to any accumulated leave. For the purpose

of this Section, a domestic partner will be treated the same as a spouse and employees will be granted a leave of absence of the same duration in the event of the death of the children, siblings, parents, grandparents and grandchildren of a domestic partner. This leave is noncumulative. Additional leave of absence (not bereavement leave) may be granted on an individual basis, and requests must be approved in advance by the Department Director and the City Administrator or designee.

- C. **Witness/Jury Duty Leave.** When a City employee is called for jury duty or is subpoenaed as a witness in connection with his/her City employment, 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. Employees who are released from witness or jury duty during their regular working hours are required to return to work, unless released from duty by their supervisor. However, employees will be released from duty if less than an hour would remain of their workday by the time they return to work.
- D. **Military Leave.** The City will abide by all applicable laws.
- E. **Conference/Convention/Training Leave.** Decisions concerning attendance at conferences, conventions, training 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. The time employees spend attending conferences, conventions, training and other meetings approved by the City Administrator will be paid at the employee's applicable straight-time or overtime rate. Travel time to and from mandatory training during the course of the employee's workday will be paid as regular wages or overtime per Article 4, Hours of Work. In addition, time spent traveling directly to and from home to training or conferences that do not require an overnight stay will be paid at applicable straight time or overtime rates, whenever the training or conference occurs at a location that is more than a 30 mile radius away from an employee's regular work site. Such payment will, however, not be made when the distance the employee travels from home to the training or conference is less than the distance he/she travels to work. If travel to or from a training or conference occurs outside an employee's normal work schedule, the employee may work a flex schedule with approval from his/her supervisor. Additionally, time spent traveling to and from training or conferences that requires an overnight stay and occurs within an employee's regular daily work schedule is compensable and will be paid at the applicable straight-time or overtime rate. For example, if an employee's regular daily work schedule is 8:00 a.m. to 5:00 p.m., the employee will be paid for travel involving overnight stays that occurs between those hours, regardless of the day of the week the employee is traveling. Travel hours that involve overnight stays and do not occur during an employee's regular daily work schedule are not considered time worked, but may be compensated in whole or part with approval from the employee's supervisor.
- F. **Personal Leave.** Personal leaves of absence without pay may be granted to employees who do not qualify for other types of leaves of absence. Requests for such leave must be in writing and must set forth the reason for the request. All personal leaves of absence are

subject to the discretion of the City and must be approved by the City Administrator.

- G. 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. No more than two Union employees may be on a granted unpaid leave of absence at the same time.
- H. Oregon Family Leave Act/Federal Family Medical Leave Act The City will comply with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees who are absent from work for FMLA or OFLA qualifying reasons, but have depleted their available sick leave benefits or are not eligible for sick leave benefits, may elect to be placed on unpaid status or may be paid accrued compensatory time, floating holiday pay, and/or vacation pay for their absence or may elect to . In the event an employee does not elect unpaid status and does not specify whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then floating holiday pay, then vacation pay.
- I. Employees will continue to accrue vacation, floating holiday and sick leave benefits while they are actively working or on paid leave of absence, except catastrophic leaves of absence where they are receiving donated leave from other employees. Employees will, however, continue to receive the City's contribution toward their health insurance, including medical, dental, vision, and life and disability coverage while they are actively working or on any type of paid leave of absence, including catastrophic illness or injury where they are receiving donated leave. Except as otherwise required by law eligibility for continued benefit accrual and insurance coverage will end when an employee goes on unpaid leave, that is, leave that is not paid through City payroll. Insurance coverage through City payment of its share of the contribution will end on the last day of the month in which paid leave is depleted.
- J. Donations for Catastrophic Illness or Injury. An employee may, on written notice to the City, donate vacation, compensatory or floating holiday leave time to a donated leave bank administered by the City. However, a donor's vacation leave balance shall not fall below forty (40) hours.

Donated leave is available to an employee who has exhausted all paid leave and is in documented need of leave due to extended personal illness or injury or the extended personal injury or illness of a family member. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work.

Applications for donated leave must be made to the City, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. Donated leave will go into a donated leave bank and will be made available to qualified employees who request donated leave during the time period before the employee requesting the donated leave begins receiving or becomes eligible to receive long term disability benefits. All paid leave donations will be paid hour for hour without regard to differences in pay between the employee donating the leave and the

one receiving the leave. This amount will then be converted back to hours based on the hourly wage of the employee receiving the leave. To prevent an overpayment of donated leave, employees who request or are receiving such leave must promptly report the receipt of any disability insurance payments or other forms of compensation.

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 written approval of the course and tuition reimbursement from the City Administrator or designee at least ten days prior to the registration for such course;
 - c. The employee submits evidence of satisfactory completion of the course;
 - d. The employee is not receiving reimbursement for tuition from any other source; and
 - e. The employee satisfactorily completes the course (receives a "c" grade or a passing grade in a pass-fail class) and submits verification of that grade.
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 a pro-rated FTE basis. After joining the City, any time spent on military leave, paid leaves, OFLA and FMLA leave, whether paid or unpaid, 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;

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2. Discharge of regular employees for just cause and discharge of trial service or temporary employees "at will";
 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 or ten (10) calendar days of mailing, whichever occurs later;
 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.
 7. Absence from work due to an on-the-job injury or on-the-job illness in accordance with ORS 659A.043 and 659A.046.
 8. Failure to return from military leave in accordance with applicable law.
- E. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue.
- F. 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 percent (5%) wage increase to all promoted employees.
1. Competitive promotional opportunities will be communicated via internal job postings (and external ads, as the City deems appropriate) and successful applicants will be placed on a new trial service period and will be eligible for consideration for a merit increase after serving six months with a minimum of 1040 hours worked in that job.

2. Noncompetitive promotions are appointed without a job posting to the most senior employee who meets the minimum job requirements for the vacant position as defined by the most current job description. For the purposes of this Article, the types of promotions that will be considered noncompetitive promotions are identified in Appendix B. Individuals who are promoted through the noncompetitive process will receive a five percent (5%) 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 his/her former position. Such demotions shall be made at the discretion of the City, but shall not be made for arbitrary or capricious reasons. If this action necessitates further staff movement, the affected employees will be returned to their former positions. In the event of demotion, the merit date remains the same.
- B. Transfer. A transfer is defined as a change of an employee from one vacant position to another vacant position in the same class or to a vacant position in a comparable class within the City service. Transfers are subject to the following conditions:
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 a minimum of three (3) business days. To comply with workers' compensation and state and federal disability discrimination 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

When the City determines that a layoff of employee(s) is necessary due to a shortage of funds, lack of work, elimination of positions or other reasons, the following conditions will apply:

- A. The City will determine the number of positions to be eliminated by classification. The procedures and rights set forth in this Article apply when a position held by a bargaining unit employee is eliminated, not when an employee's hours are reduced, unless the reduction in hours results in the elimination of a full-time position and creation of a part-time position. In the event there are Temporary/Seasonal or trial service employees in the classification(s) selected for layoff, those employees will be laid off first. In the event there are no Temporary/Seasonal or trial service employees in the classifications selected for layoff, the regular employees in those classifications shall be laid off in reverse order of their bargaining unit seniority, as defined in Article 14.
- B. Temporary/Seasonal employees or new hires will not be used to fill bargaining unit positions previously held by laid off employees with layoff rights, unless there are no regular employees with recall rights who have the qualifications and skills to perform the position held by the Temporary/Seasonal employee or new hire. Temporary/Seasonal employees will not be used to perform work historically performed by bargaining unit employees.
- C. 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 seven (7) calendar days of receipt of notice of layoff. Employees shall have the following options:
 - 1. Accept the layoff.
 - 2. Request assignment to a vacant position within the bargaining unit for which they possess the mandatory requirements, qualifications, and special requirements/licenses.
 - 3. Exercise their bumping rights as set forth in Section D, below.

D. BUMPING PROCEDURE

Employees who receive notice of layoff may exercise their bargaining unit seniority to bump an employee with lower seniority in the same or lower pay range, provided that employee currently possesses the required certifications and the knowledge, skill and ability to perform the job at a satisfactory level of performance with on-the-job orientation. Bumping rights must be exercised in writing within five (5) calendar days of receipt of layoff notice.

Any employee who is bumped by a more senior employee in the same or higher pay range may, in turn, bump another employee with lower seniority in their pay range or a lower pay range by exercising their bumping rights as described above.

If, after 30 days of on-the-job orientation, the City finds the employee who has bumped into another job is not satisfactorily performing the job duties, the employee will be laid off. The employee will be placed on the layoff list.

E. RECALL PROCEDURES

1. Employees laid off shall be placed on layoff lists in order of bargaining unit seniority, as defined in Article 14. 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 from date of layoff.
2. All employees on the layoff list have priority over outside hiring provided the employee possesses the mandatory requirements, qualifications, and special requirements/licenses and can perform the duties of the job.
3. 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 which have not been paid off.
4. If recalled to a different position, 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.
5. 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.
6. Employees on layoff must keep Human Resources informed of their most current address and telephone number during the period of layoff, as well as any changes in certifications or licenses that may affect their recall rights. 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 or ten (10) calendar days of mailing, whichever occurs later shall result in forfeiture of all recall rights.

F. 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.

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 and Human Resources Department staff members, the employee's Department Director or immediate supervisor, the City's legal counsel, appropriate governmental agencies and others on a need-to-know basis.
- 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 or similar nature within that time period. These "stale" notices will not be used to establish progressive discipline in future disciplinary action against the employee, but may be used in any civil or arbitration proceeding for the purpose of establishing that the employee was aware of the policy or standard in question, as well as to show consistency of disciplinary action between employees; lack of discrimination; the existence of mitigating or extenuating circumstances and compliance with legal obligations.

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. Regular employees are subject to discipline or discharge for just cause. Temporary and trial service employees are subject to discipline or discharge at the will of the City.

- 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 Coordinator) within thirty (30) calendar days from the occurrence of the alleged violation or of the employee's knowledge thereof, or from the time the employee should reasonably have become aware. 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.

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, at any time during the seven (7) calendar day period following the date the grievance is submitted to him/her.. At the City's option, the employee's immediate supervisor may also be present. The Department Director shall respond to the grievance in writing within seven (7) calendar days after the grievance is submitted to him/her or, in the event a meeting is conducted, within seven (7) calendar days after the meeting. 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 the grievance is submitted to him/her.

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 the grievance to arbitration. Such a must be made in writing 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 and Washington arbitrators shall be requested from the State Employment Relations Board 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 bargained in accordance with the Public Employee Collective Bargaining Act.

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

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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 provide a \$175 pants and boot replacement allowance per year throughout the term of this agreement to eligible "field" employees. Employees must provide the worn-out item and receipts for the replacement item to receive reimbursement. Employees providing receipts totaling less than \$175 will receive only the amount on their receipts. Employees have the full fiscal year beginning each July 1st to receive the full \$150.00 reimbursement for pants/boot replacement. *\$175.00 CO. DW 8/1/09 05 8-4-09*
- C. For the purposes of this Article, eligible field employees are Public Works Operators and Laborers, Wastewater Operators and Laborers, Mechanics, Parks & Facilities Workers, Building Inspectors, Code Compliance Officers, Civil Engineers and Engineering Associates. *5/4/10*

ARTICLE 28

NEW CLASSIFICATIONS

New classes may be developed within the bargaining unit by the City and a wage scale assigned to such classifications. The City shall forward notice of the new class and wage scale to the Union by email. 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

INCLEMENT WEATHER

The City agrees to comply with the following policy when ice, snow, freezing rain or other inclement weather conditions occur:

- A. Procedures for Notification. The City has set up an "Employee Weather Line" at 503-674-7202 to communicate with employees on inclement weather days. On days when such weather conditions occur, the City Administrator will make a determination as to whether or not the City will be open. The message on the "Employee Weather Line" will be updated at

that time. Unless the City Administrator notifies employees that the City is closed to the public and non-essential employees on the "Employee Weather Line" all employees are to consider the City open and operating and are to report to work as described below.

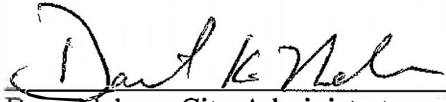
- B. Reporting Expectations for Non-Essential Employees. In the event the City Administrator determines that City Hall will remain open during an inclement weather day, all employees whose services are not essential to perform road, maintenance or other necessary services on that workday should use their good judgment to determine whether they can safely get to or from work. In the event employees whose services are not essential determine that they cannot safely travel to or from work, they may utilize compensatory time or vacation pay to cover missed hours. All employees are required to notify their supervisor of anticipated delays or inability to report to work as soon as possible, but no later than 9:00 a.m.
- C. Reporting Expectations for Essential Employees. Employees whose services are deemed essential on any inclement weather day (Facilities Maintenance, Public Works and other essential employees as determined by the City) will be expected to report to straight-time or overwork as directed by the City.
- D. Compensation in the Event of Closure. In the event the City Administrator determines that City Hall will be closed to the public and non-essential employees during all or part of an inclement weather day and announces the closure on the "Employee Weather Line" or directs employees who reported to work to leave before the end of their regularly scheduled shift, employees shall be compensated as follows:
 - 1. Non-essential employees shall be compensated at straight-time rates for the regularly scheduled hours missed from work due to the City's closure, with no deduction from compensatory time or vacation pay.
 - 2. Essential employees will receive time-and-a-half (1 ½) pay for all hours worked on a workday in which the City Administrator has closed City Hall to the public and non-essential employees, irrespective of whether the closure is for a full or partial day.

ARTICLE 30

DURATION

- A. This Agreement shall commence on July 1, 2009 and remain in full force and effect until June 30, 2012, except as provided in Article 7 of this Agreement.
- B. The Union shall notify the City in writing not later than January 15th of the final year of the Agreement, of its intention to negotiate a successor agreement, in which event the parties shall strive to commence negotiations not later than thirty (30) days after receipt of such notice.

FOR THE CITY OF TROUTDALE:



Dave Nelson, City Administrator


7/30/09
Date

FOR THE CITY OF TROUTDALE EMPLOYEES UNION LOCAL 3132 & AFSCME COUNCIL 75:




Cynthia Doyle, Local 3132 Representative

7/30/09
Date



Olaf Sweetman, Local 3132 Representative

7-30-09
Date



Stacy Chamberlain, Council 75 Representative

8/4/09
Date

APPENDIX A

Hourly Rate Schedule Effective July 1, 2009 through June 30, 2012:

RANGE	A	B	C	D	E
1	10.3962	10.9154	11.4692	12.0288	12.6288
2	10.9154	11.4692	12.0288	12.6288	13.2635
3	11.4692	12.0288	12.6288	13.2635	13.9327
4	12.0288	12.6288	13.2635	13.9327	14.6250
5	12.6288	13.2635	13.9327	14.6250	15.3635
6	13.2635	13.9327	14.6250	15.3635	16.1423
7	13.9327	14.6250	15.3635	16.1423	16.9269
8	14.6250	15.3635	16.1423	16.9269	17.7808
9	15.3635	16.1423	16.9269	17.7808	18.6692
10	16.1423	16.9269	17.7808	18.6692	19.6038
11	16.9269	17.7808	18.6692	19.6038	20.5904
12	17.7808	18.6692	19.6038	20.5904	21.6173
13	18.6692	19.6038	20.5904	21.6173	22.6904
14	19.6038	20.5904	21.6173	22.6904	23.8212
15	20.5904	21.6173	22.6904	23.8212	25.0269
16	21.6173	22.6904	23.8212	25.0269	26.2731
17	22.6904	23.8212	25.0269	26.2731	27.5712
18	23.8212	25.0269	26.2731	27.5712	28.9615
19	25.0269	26.2731	27.5712	28.9615	30.4038
20	26.2731	27.5712	28.9615	30.4038	31.9327
21	27.5712	28.9615	30.4038	31.9327	33.5250
22	28.9615	30.4038	31.9327	33.5250	35.2038
23	30.4038	31.9327	33.5250	35.2038	36.9635
24	31.9327	33.5250	35.2038	36.9635	38.8096
25	33.5250	35.2038	36.9635	38.8096	40.7481
26	35.2038	36.9635	38.8096	40.7481	42.7846
27	36.9635	38.8096	40.7481	42.7846	44.9250

NOTE: The Non-PERS-eligible schedule has been eliminated under this new agreement. Rates above exclude stability pay.

APPENDIX B

Noncompetitive Promotions

Individuals can be promoted into these positions without a job posting.

Public Works Shop 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	Wastewater Services Wastewater Operator II to Wastewater Operator III Wastewater Operator I to Wastewater Operator II Wastewater Laborer to Wastewater Operator I
Community Development Associate Planner to Senior Planner	Public Works Management Engineering II to Engineering III Engineering I to Engineering II
Finance Accounting Technician II to Accounting Technician III Accounting Technician I to Accounting Technician II	Facilities and Parks Facilities/Parks Maintenance Worker II to Facilities/Parks Maintenance Worker III Facilities/Parks Maintenance Worker I to Facilities/Parks Maintenance Worker II

APPENDIX C

Memorandum of Understanding Wage Reviews

This Memorandum of Understanding is entered into by and between the City of Troutdale (City) and the City of Troutdale Employees Union Local 3132 AFSCME Council 75 (Union) on the date set forth below.

In view of the fact that the Union believes the pay for employees in the classifications of: Police Records Clerk, Police Records Specialist, and Waste Water III are underpaid relative to the wages paid to employees performing the same or similar jobs in comparable communities, the parties agree as follows:

1. The Union will provide the City with any data it has collected to support its view that the above classifications are underpaid no later than September 1, 2009.
2. The City will review the data submitted and may, at its option, collect additional data to determine whether underpayment exists.
3. The City will meet with Union representatives to discuss whether the data supports the conclusion that these classifications are underpaid.
4. In the event the City determines, after consultation with the Union that underpayment exists, the wage rates for employees in the classifications listed above will be adjusted upward to a level the City determines is justified.
5. Any such adjustment shall become effective January 1, 2010.

FOR THE CITY OF TROUTDALE:



Dave Nelson, City Administrator

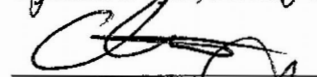
7/30/09
Date

FOR THE CITY OF TROUTDALE EMPLOYEES UNION LOCAL 3132 & AFSCME COUNCIL 75:



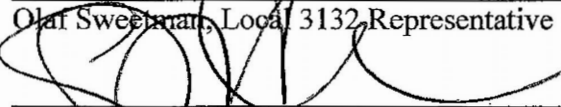
Cynthia Doyle, Local 3132 Representative

7/30/09
Date



Olaf Sweetman, Local 3132 Representative

7-30-09
Date



Stacy Chamberlain, Council 75 Representative

8/4/09
Date

APPENDIX D

Drug & Alcohol Policy

The following Drug and Alcohol Policy is hereby incorporated into the Agreement between the City of Troutdale and the City of Troutdale Employees' Union , Local 3132, AFSCME Council 75:

PURPOSE:

The City of Troutdale is strongly committed to providing excellent service to its citizens. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with drug and alcohol abuse through the City's Employee Assistance Program (EAP).

POLICY:

The City of Troutdale recognizes a responsibility to the citizens of Troutdale to maintain a safe and productive working environment. Consistent with this commitment, the City has developed the following Drug and Alcohol Policy.

A. PROHIBITED CONDUCT

The following conduct is prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol while on City property or in City vehicles at any time.
2. Buying, selling, consuming, distributing, or possessing drugs or alcohol while on duty, including rest and meal periods.
3. Reporting for work or being at work under the influence of alcohol or drugs. An employee is considered to be "under the influence" of alcohol if his/her alcohol concentration is .02 or greater by weight of alcohol in the blood *or* by volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than .02 are considered negative results. An employee is automatically considered "under the influence" of cannabinoids (marijuana and hashish) if the he/she tests positive for 15 nanograms/ml using a confirmatory gas chromatography mass spectrometry (GCMS) analysis and "under the influence" of other drugs (excluding lawfully prescribed substances, which are being used in a manner consistent with a physician's instructions and which does not adversely affect the ability of the employee or others on the job) if the employee tests positive for having such substances present in his/her body. The City may also consider other evidence in determining whether an employee is "under the influence."

4. Failing to notify the Department Manager or Human Resources prior to their work shift if the employee is currently taking physician prescribed or over-the-counter medication containing controlled substances that may impair their ability to safely perform their job duties. This policy is not intended to prohibit the appropriate use of legally prescribed or over-the-counter medications containing controlled substances. However, it is the employee's responsibility to determine through consultation with his/her prescribing physician or the pharmacist and review of any medication warnings whether the medication has side effects that could impair the employee's ability to perform safely his or her job duties. It is also the employee's responsibility not to report to work under circumstances where the employee knows or should know that his/her use of medications or combinations of medications will produce side effects that will affect their ability to safely perform their job duties.
5. Failing to promptly report arrests, convictions and or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea bargaining agreements must be promptly reported to the Department Head and Human Resources Manager.
6. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by rehabilitation counselors or by the City pursuant to Section C of this Policy.

For the purpose of this policy "drugs" refers to the following six substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines, hallucinogens, or any other illegal drug .

Employees who engage in any prohibited conduct may be subject to discipline, including discharge. In addition, CDL drivers and other employees covered by the City's DOT Policy are required to comply with all the terms of that Policy and may be subject to discipline, including discharge for violations of that Policy.

B. REASONABLE SUSPICION

The City will require an employee to immediately submit to blood or breathalyzer testing to detect alcohol or urine testing to detect drugs when the City has reasonable suspicion to believe that an employee has reported to work or returned to duty "under the influence" of alcohol or marijuana or with other drugs present in his/her system.

Reasonable suspicion is a belief based on articulated observations and/or information from a reliable source concerning the employee's appearance, unusual behavior, speech, breath odor, body movements, abrupt changes in pattern of conduct; involvement in an accident which results in physical injury or property damage and-which, in conjunction with other facts, suggest that the employee may be impaired by drugs or alcohol or other reliable indicators that would lead a reasonable person to suspect that the employee has reported to work or returned to duty with drugs or alcohol in is/her system.

C. TESTING

The City may conduct the following types of testing:

1. *Reasonable Suspicion* – All employees will be required to immediately submit to urinalysis testing for drugs whenever the City has a reasonable suspicion to believe that the employee has reported to work, returned to duty or is working with drugs in his/her system. Likewise, all employees will be required to immediately submit to blood and/or breathalyzer testing for alcohol whenever the City has reasonable suspicion to believe that the employee has reported to work, returned to duty or is working with alcohol in his/her system. “Reasonable suspicion” shall be determined in accordance with Section B, above.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisor or management employee will provide transportation.

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

2. *Post-Accident* – Where an employee is involved in any work-related accident, which results in death or bodily injury to the employee, a coworker or another person *or* which results in any property damage estimated to be \$2,500 or more the employee will be required to submit to urinalysis testing for drugs, unless the City concludes that the employee’s action or inaction was clearly not a factor causing the accident.

In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident. The employee is further prohibited from consuming alcohol or taking drugs (excluding prescribed drugs consistent with a physician’s instructions) between the time of the accident and testing.

3. *Rehabilitation Treatment* – Where testing is required pursuant to a Rehabilitation Agreement (See sample Rehabilitation and Return to Work Agreement attached) as recommended by the employer’s rehabilitation counselors and approved by the City Administrator.
4. *DOT Testing* – CDL drivers and other employees who are covered by DOT regulations requiring drug and alcohol testing will be subject to testing as required by law.

All testing will be conducted at a laboratory certified by the DOT in accordance with the standards disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirming test from the same sample using GCMS testing methodology before the test result is reported as positive.

Drug test results will be reported to the Human Resources Manager and will be considered medical records and released only on an “as needed” basis.

An employee who tests positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result. The cost of the retest shall be borne by the employee, unless the retest shows the original positive result was in error.

The time spent by an employee in traveling to and from the collection site as well as time spent in testing shall be treated as hours worked for pay purposes.

Employees who are required to submit to reasonable suspicion or post-accident testing are prohibited from driving themselves to or from the collection site. A management or supervisory employee will be designated for transport.

D. MEDICAL MARIJUANA

Employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to discipline or discharge for reporting to work with medical marijuana present in their system. However, such employees are required to disclose any use which would constitute “prohibited conduct.” If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representatives of Human Resources and/or management staff to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed in his/her current position or a light duty position without violating this Policy and other City standards.

E. CONSEQUENCES OF VIOLATION

1. *Employees Who Report Dependencies and Seek Assistance Before Committing a Policy Violation (Rehabilitation)*

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Human Resources Manager and seeks assistance *before* violating this policy, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient or outpatient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP). (This section is not intended to address situations whereby the employee feels (s)he may have a substance abuse problem pursues treatment without assistance from the City.)

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees (s)he:

- Has been evaluated by a Substance Abuse Professional (SAP); and

- If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- Has a verified negative drug or alcohol test (as applicable).

The time an employee is off work undergoing rehabilitation is not work time. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with City contributions as required under Article 7 – Health and Welfare and, as required by the Family Medical Leave Act.


Being engaged in treatment for a substance abuse problem will not relieve an employee from normal performance, safety, or attendance standards, nor will it relieve an employee from the obligation to comply with this Policy. Any violation of this drug and alcohol policy will result in discipline up to and including termination.

2. *Employees Who Report Dependencies and Seek Treatment After Committing a Policy Violation.*

Employees who claim drug or alcohol dependencies *after* violating this Policy or other City standards may be subject to discharge, irrespective of such dependencies.


The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in Section C.3, above and signs a Rehabilitation and Return to Work Agreement drafted by the City. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation and any other circumstances offered by the employee that mitigate against discharge.

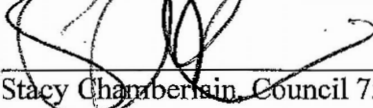
FOR THE CITY OF TROUTDALE:

 7/30/09
 Dave Nelson, City Administrator Date

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 Cynthia Doyle, Local 3132 Representative Date

 7-30-09
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 Stacy Chamberlain, Council 75 Representative Date