

# **AGREEMENT**

**BETWEEN**

**CITY OF TROUTDALE**

**AND**

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

**2021-2024**

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## 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, limited term employees 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 (6) 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 forty (40) hours per week.

Part-Time Regular Employees: Employees who have successfully completed the trial service period and are scheduled to work at least twenty (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 twenty (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, whether by the City or through a temporary agency, not to exceed 1040 hours in a calendar year on peak work load, coverage for FMLA/OFLA absences or project basis.

1. A temporary/seasonal employee that has or will exceed the 1040-hour limitation may be reappointed to provide coverage for a regular status employee who is on an approved leave of absence, provided notice has been given to the Union.
2. If the employee works more than 1040 hours in a calendar year, but the conditions of Article 1.B.1 were not met, and the employee is working in the same position, the employee will become a member of the bargaining unit and will be entitled to benefits as set forth in this Agreement. The parties agree that temporary/seasonal employees shall not be used consecutively even with the calendar year demarcation, in the same position, or performing similar duties in order to avoid hiring additional regular employees.

Limited Term Employees: The City may hire limited term employees for a duration of up to two (2) years. In the case of grant or bond funded positions or positions where an employee is employed under an Intergovernmental Agreement (IGA), the City may hire limited term employees for a period that extends to the date the funding source is depleted. Limited term employees may be employed beyond these duration limits, if mutually agreed by the parties.

**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” as used in this Agreement is defined as a registered domestic partner under applicable law. Registered domestic partners will be eligible for all benefit insurance options available to “spouses” of employees, to the extent required by applicable law and as provided in carrier eligibility rules. 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 and to provide verification of domestic partnership status.

**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 via email of the intended pay range for the new classification and shall attach 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) calendar 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 in accordance with ORS 243.698.

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. **Union Rights Framework:** The Public Employee Collective Bargaining Act (PECBA), ORS 243.650 - 243.806, establishes a collective bargaining and dispute resolution process for Oregon's public employers and unions representing public employees.

PECBA provides protection by law of the right of employees to organize and negotiate collectively and safeguards employees and the public from injury, impairment and interruptions of necessary services, and removes certain recognized sources of strife and unrest, by encouraging practices fundamental to the peaceful adjustment of disputes.

The Union, as exclusive representative of public employees to effectively carry out their statutory duties, may have direct access to represented employees, including communicating with the employees at the workplace in accordance with PECBA, as it may be amended.

The City recognizes that ensuring meaningful communication between labor organizations and supports the development of harmonious and cooperative relationships between the City and its employees, and increases the effectiveness of public employees' work performance, which is most compatible with the greatest public good.

- B. **Reasonable Access:** The City agrees that representatives of the American Federation of State, County and Municipal Employees (AFSCME), 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.

For purposes of this Article, "designated representatives" shall include Union executive board officers, Union Stewards, building representatives, and their designees. The Union shall provide the City with a list of the names of authorized Union designated representatives.

The Union representatives shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

The Union representatives shall be permitted to meet with employees during regular work hours at their regular work location to discuss complaints, and other workplace related matters on unpaid time before or after the employees' regular work hours, during meal periods and during any other break periods.

Employees who are designated Union representatives will also be granted reasonable time during their regularly scheduled working time (40-hour workweek) to attend disciplinary interviews, grievance meetings, due process hearings and new hire orientations, and engage in other union activities in accordance with applicable law. The City and Union agree that employees can be adequately represented by one (1) Union representative during disciplinary interviews, grievance meetings, due process proceedings and new hire orientations. Union activities must not interfere with operations or the employees' performance of their job duties

and must not cause the City to incur overtime. To assure adequate staffing and avoid interference with operations, such time must be approved by the employee's supervisor in advance. All paid time spent engaging in union activity must be reported on City timesheets.

The Union shall have the right to use the City's facilities to conduct Union meetings.

- C. **Email Communications:** The Union and its employees recognize that, in accordance with existing City policies, all computing resources are the property of the City which include, but are not limited to, computers, network equipment, software, electronic mail, voice mail systems, and any files that reside on any City electronic system. As a result, there should be no expectation of privacy on the part of employees or the Union.

The City's electronic mail system may be used by the Union during unpaid time before or after the employees' regular work hours, during meal periods and during any other break periods, for Union related communications including, but not limited to, collective bargaining, grievance or other dispute investigations, and governance of the Union.

- D. **New Hires:** The City will notify the Union of new employee orientation meetings and allow Union representatives thirty (30) minutes to meet with new employees to discuss the Union. The City will, within thirty (30) days from their first day of work, provide the Union with an editable Excel spreadsheet containing the new employee's name, date of hire, job title, salary and work site location, and available contact information including personal mailing address, cellular, home and work telephone numbers and personal and work electronic mail addresses.
- E. **Employee Information Reporting:** The City will provide the Union with an editable Excel spreadsheet containing information for each employee in the bargaining unit with the employee's name, employee identification number, date of hire, job title, salary, and work site location, and available contact information including personal mailing address, cellular, home and work telephone numbers, and personal and work electronic mail addresses. The report shall include each employee in the bargaining unit currently employed on an effective date of January 1<sup>st</sup>, May 1<sup>st</sup>, or September 1<sup>st</sup>, of each calendar year of this Agreement, and will be provided with 30 days of the report effective date. The first report provided under this Agreement shall be for the effective date of January 1, 2022.
- F. **Authorized Payroll Deductions:** Employees in bargaining unit positions may choose to join the Union and agree to pay dues, fees, and assessments or other authorized deductions. Application and resignation of Union membership shall be handled solely by the Union.

The City agrees to deduct dues and other authorized deductions for Union members for payment to AFSCME Council 75 through payroll deduction from 24 pay periods per calendar year. Deductions shall be made in the amount certified by the Union and authorized in writing by the employee on Authorization for Payroll Deduction forms provided by the Union.

The City agrees to remit the aggregate of the deductions to the treasurer of the Union on behalf of the employees involved within 14 days of the payday from which the deductions were applied, together with an Excel spreadsheet which shall include the employee name,

identification number, deduction pay date, and the amount of dues and other authorized amounts. Current authorizations from employees shall remain in full force and effect unless revoked in writing in accordance with the terms of the written authorization for payroll deduction between the employee and the Union.

The Union agrees to promptly submit new Authorization for Payroll Deduction cards to the City, as well as any written revocations of employee authorizations to deduct Union membership dues, to the City. The City agrees that membership dues will be deducted, as authorized under any new or changed Authorization for Payroll Deduction cards, from the employee's next pay period issued paycheck. For purposes of this Agreement the term "paycheck" shall also include direct deposit payment of wages.

The City and Union agree to provide each other information necessary to maintain employee's requested Union membership status.

- G. **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 payroll deduction errors arising out of acts of the Union, including any reasonable attorney fees the City may incur.
- H. **Bulletin Boards:** The City will allow the Union reasonable space on designated bulletin boards for posting Union materials.
- I. **Negotiations:** Two (2) City employees designated by the Union shall be allowed time off during their regularly scheduled working time (40-hour workweek) with continuation of pay at straight time rates while at the bargaining table. The two (2) employees may also utilize reasonable time during their regularly scheduled working time (40-hour workweek) to prepare for bargaining, provided they have obtained advance approval from their supervisor. Reasonable time for bargaining preparation and/or bargaining debriefing shall be limited to two (2) hours each for both of the two (2) employees for each bargaining and/or mediation session. All paid time spent engaging in any such union activity must be reported on City timesheets. Supervisors may also adjust employee schedules to accommodate bargaining preparation which would otherwise occur outside the employee's regularly scheduled work time for the purpose of avoiding overtime. Employees are subject to being called away from bargaining for urgent duty without receiving extra pay for Unscheduled Call Back Time (Article 4, Section 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 their exercise of these 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, sexual orientation, gender identity, 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 all employees.

## ARTICLE 4 - HOURS OF WORK

A. **Regular Hours:** The regular hours of each workday shall be consecutive with interruptions for meal and rest periods.

B. **Workweek:** The City's workweek for full-time employees shall consist of a seven (7) day schedule. The regular workweek for full-time employees who are working one of the schedules listed below shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday.

1. Five (5) consecutive eight (8) hour days with two (2) consecutive days off;
2. Four (4) consecutive ten (10) hour days with three (3) consecutive days off; or
3. Any other type of ongoing alternative schedule agreed to in writing by the affected employee(s) and the City.

The regular workweek for full-time employees who are working a 9-80 schedule shall be four (4) consecutive nine (9) hour days with three (3) consecutive days off in one week followed by four (4) consecutive nine (9) hour days and one eight (8) hour day with two (2) consecutive days off. The regular workweek for full-time employees working a 9-80 schedule shall commence half-way through the employee's eight (8) hour workday.

The City reserves the right to change an employee's workweek at its discretion with ten (10) calendar days' written notice. For schedule changes due to an unforeseeable or extraordinary event, or critical conditions, the City shall not be subject to the ten (10) days' notice requirement. However, the City will notify employees whose schedules are changed due to unforeseeable or extraordinary events, or critical conditions as soon as practicable.

C. **Work Shift:** Each employee shall be scheduled to work on a shift with regular starting and ending times, unless the employee has an approved flex schedule. Flex schedules may be requested by the employee or management for a limited duration not to exceed thirty (30) calendar days and will be implemented only upon mutual agreement and reduced to writing. Flex schedules shall allow employees to adjust their start/stop times within the parameters agreed upon between the employee and supervisor (such as start/stop times may be adjusted within one (1) hour of normal start/stop time) for designated period. Flex schedules that result in "built in" overtime will not be granted. However, employees who are working flex schedules or alternative work schedules, will be paid overtime for hours worked in excess of forty (40) hours in a workweek.

The City reserves the right to discontinue or modify flex schedules or alternative work schedules, at its discretion with ten (10) calendar days' written notice to the employee. Employees who do not acknowledge their agreement with the modified flex schedule or alternative work schedule, in writing prior to the expiration of the ten (10) day period will be returned to a normal work schedule with fixed start/stop times. An employee may request

review of a denied or rescinded alternative work schedule in accordance with City policies and procedures.

**Flex work schedule:** A fixed schedule of a limited duration, lasting one (1) to thirty (30) calendar days wherein an employee's schedule is temporarily changed to accommodate an employee request or for departmental needs. Flex schedules will not result in overtime, except to the extent that they exceed 40 in a workweek. Flex schedules are subject to approval of the supervisor, or initiated by the supervisor to accommodate departmental needs.

**Alternative work schedule:** An alternative work schedule of a long-term nature that may be requested by the employee, or set by the supervisor at the supervisor's discretion and as dictated by departmental needs. Alternative work schedules are subject to cancellation by the supervisor at any time with ten (10) calendar days' notice. Alternative work schedules will not result in overtime, except to the extent that hours worked exceed forty (40) in a workweek.

**Teleworking:** Teleworking is defined as a working arrangement in which the workplace is located at an alternate location other than the employee's regular office. Employees may request in writing a schedule which allows them to telework from a remote location, other than the office. The request should be submitted in writing to the employee's supervisor with a required copy to Human Resources. Teleworking schedules are subject to approval solely at the City's discretion and are subject to cancellation at any time by the City, with or without reason. Not all employees and positions are eligible for teleworking. There are two teleworking schedule types allowed:

- Intermittent Teleworking requests are occasional and limited to a few hours to a few days for a temporary and non-reoccurring need. The supervisor may approve written intermittent teleworking requests by email to the requesting employee with a required copy to Human Resources, subject to cancellation at any time by the City, with or without reason. The supervisor may assign an employee to telework surrounding an expected inclement weather event.
- Hybrid Telework requests are a combination of working onsite in a City building/office and at a telework location on a regular reoccurring established schedule for in office hours and telework hours. Hybrid teleworking is subject to a written approval by of the supervisor and Human Resources and is subject to cancellation at any time by the City, with or without reason. However, the City will endeavor to notify employees of a change in hybrid schedules as soon as practicable.

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 (2) 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 meal period during each work shift which shall be scheduled as near the middle of each shift as is feasible. The current length of meal 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. On-Call Status and Unscheduled Call Back:**

To qualify for on-call rotation, employees are required to demonstrate the ability to respond to the SCADA system via electronic remote response (i.e. iPhone/iPad, smartphone, computer, etc.). On-call status is defined as any time an assigned employee is required to be available outside of the employee's normally scheduled working hours to physically respond to City facilities.

An employee assigned on-call duty that is contacted by SCADA outside of their scheduled shift who responds by means of electronic remote response and is able to resolve the issue shall be paid for a minimum of thirty (30) minutes at the rate of time and one-half of the employee's regular pay rate, and in fifteen (15) minute increments thereafter, rounded to the nearest quarter hour. If the critical conditions cannot be adequately addressed by means of electronic remote response and a physical call back is required, the employee will be eligible for call back pay in lieu of the thirty (30) minute electronic remote response pay, or pay for actual time worked, whichever is greater.

An employee who is physically called back more than one (1) hour before their regularly scheduled shift, or after completing their shift to perform work of a critical conditions nature shall be paid for a minimum of three (3) hours at the rate of time and one-half, and in fifteen (15) minute increments thereafter, rounded to the nearest quarter hour. The employee is expected to perform any work or repairs arising from the call back which they are qualified and able to safely perform during the three (3) hours. For the purposes of this Section, a critical condition is defined as an unexpected situation related to municipal infrastructure, facilities or services that, which in the City's determination, demands immediate attention. The City shall not be arbitrary or capricious in making such determinations.

Employees who are on-call are required to promptly respond to the SCADA system and other on-call duty communications. In the event a physical call back is necessary, the employee is required to respond to the site within thirty (30) minutes.

Responding to phone calls, emails or other means of contact which do not require an employee to remotely respond electronically to SCADA or physically report to work are compensated through on-call pay and do not trigger electronic remote response pay or physical call back pay.

**G. Unscheduled Call Back When NOT Assigned On-Call Status:**

An employee NOT assigned on-call duty who is contacted and is able to assist with a critical condition is required to respond to the site as soon as possible. A critical condition is defined as an unexpected situation related to municipal infrastructure, facilities or services that, which in the City's determination, demands immediate attention.

An employee NOT assigned on-call duty who is physically called back more than one (1) hour before their regularly scheduled shift, or after completing their shift to perform work of the critical condition nature shall be paid for a minimum of three (3) hours at the rate of two (2) times their regular hourly rate, and in fifteen (15) minute increments thereafter, rounded to the nearest quarter hour. The employee is expected to perform any work or repairs arising from the call back which they are qualified and able to safely perform during the three (3) hours.

In the event an employee who is not on-call is required to respond to telephone calls during their off-duty hours, they shall be paid for such time rounded to the nearest quarter hour, provided a supervisor has authorized the off-duty work for that employee.

- H. **Overtime:** Except as provided in Section I., below, employees will be paid overtime compensation at the rate of one and a half (1½) their regular hourly rate for all hours worked in excess of their regularly scheduled full-time work shift (8, 9, or 10 hour shift) hours, as set forth in Section B, above or for regular part-time employees when they exceed forty (40) hours of work in a workweek. There shall be no pyramiding of overtime.

For the purposes of this Section only hours worked will be considered for the purpose of computing overtime pay. Vacation hours, holiday hours, paid personal days, jury duty hours, and compensatory time hours, sick leave, bereavement leave, and other non-worked paid time will not be considered hours worked for computing overtime pay.

At no time shall any type of paid leave hours be paid out such that an employee receives pay for more hours than their regularly scheduled straight-time working hours (40-hour workweek for full-time employees and regularly scheduled hours of work for part-time employees). Paid leave hours may not be stacked or sequenced to generate leave pay out to obtain additional straight-time pay or overtime pay. Attempts to do so shall be considered paid leave abuse and will subject an employee to discipline up to discharge.

- I. **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 next regular payday.
- J. **Scheduled Return to Work:** Employees who are scheduled to return to work after their regular workday, for example a night meeting, may choose 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.

- K. Essential employees, such as Parks and Facilities Maintenance and Public Works employees, shall be required to report to their workplace or the critical condition response site within sixty (60) minutes of being called.

## ARTICLE 5 - WAGES

**Rate of Pay:** Each employee shall be paid at one of the steps in the range prescribed for their classification set forth in Appendix A of this Agreement.

Effective July 1, 2021 employee base hourly wages shall be increased by four and a half percent (4.5%). For the first year of the Agreement, the four and a half percent (4.5%) increase shall be made retroactive to July 1, 2021.

Effective July 1, 2022 the straight-time base hourly wage rates and ranges of employees shall be increased by an amount equal to the annual percentage increase, rounded to two decimal places, of the West – Size Class A of the Consumer Price Index for All Urban Consumers (CPI-U), (data Series Id: CUURS400SA0) of the Annual index value of calendar year 2021 compared to the prior Annual index value of calendar year 2020, with a minimum increase of three percent (3%) and a maximum increase of five percent (5%).

*[As an example the Annual 2020 value was 283.961 compared to the Annual 2019 value of 279.102. Calculated as  $(283.961 - 279.102) / 279.102 = 1.74\%$  Resulting in a minimum 3% increase.]*

Effective July 1, 2023 the straight-time base hourly wage rates and ranges of employees shall be increased by an amount equal to the annual percentage increase, rounded to two decimal places, in the West – Size Class A of the Consumer Price Index for All Urban Consumers (CPI-U), (data Series Id: CUURS400SA0) of the Annual index value of calendar year 2022 compared to the prior Annual index value of calendar year 2021, with a minimum increase of three percent (3%) and a maximum increase of five percent (5%).

- A. **First Six Months of Service with the City:** A new employee is eligible for an increase to the next step of the salary range for their classification at the beginning of the pay period following completion of the trial service period. (See Article 13, Trial Service Period, for criteria.)
- B. **Step Increases:** An employee is eligible for an additional step increase twelve (12) months after their last step increase and every consecutive twelve (12) months thereafter, until the employee reaches the top step in that range.
- D. **Step Increase Dates Upon Promotion, Transfer, Reclassification or Reduction in Grade:** An employee's step increase (**merit**) date will change upon competitive and non-competitive promotion or reclassification to become the date of promotion or reclassification.

In the event of a lateral transfer (same pay grade) or a reduction in pay grade, the employee will have a new step increase (merit) date effective the end of their new six (6) month trial service period (unless the employee has previously held the position in the lateral transfer or reduction in grade).

- E. **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 holiday. In the event an employee works after the time sheet used to compute their pay has been submitted due to a

holiday, the necessary pay adjustment will be included in the employee’s pay in the next pay period.

- F. **Final Paychecks:** In all cases of voluntary or involuntary separation, final paychecks will be issued on the City’s next regular payday by direct deposit.
  
- G. **On-Call Compensation:** Employees assigned to be available by phone and/or carry a device during nonworking hours shall be compensated either by receiving one and a half (1½) hour of compensatory time for every day or ten and one half (10.5) hours a week they are on on-call duty or shall receive three hundred fifteen dollars (\$315.00) for each full week (forty-five dollars \$45.00 per day) of on-call duty. Employees shall designate the means of compensation desired prior to the period of on-call duty. If the week of on-call duty includes a designated holiday (but not a personal day) as identified in Article 8, Section A, Subsections 1-10, the on-call compensation for that day shall be increased by fifty dollars (\$50) to ninety-five dollars (\$95.00) or an additional one and one half (1½) hour of compensatory time for that holiday. For the purposes of this Section, Thanksgiving and the day after Thanksgiving shall count as one holiday. Also, for the purposes of this Section the day on-call duty begins is the day the employee becomes eligible for on-call pay. The day on-call duty ends the employee is not eligible for on-call pay. Increases in on-call compensation shall become effective the first pay period following ratification of the Agreement by the bargaining unit and approval by the City Council.
  
- H. **Hourly Rates:** The Hourly Rate Schedules in Appendix A represents the hourly rates in effect for fiscal year 2021-2022 of this Agreement. Appendix A rates shall be in standard dollars and cents, limited to two places to the right of the decimal (*i.e.: changed from 28.0318 to \$28.03*).
  
- I. Effective July 1, 2021, the salary grade for the Public Works Laborer and the Wastewater Laborer and Parks Maintenance Worker 1 positions shall be Grade 8. Employees will move to the new salary grade at a lettered step resulting in no more than a 5% hourly rate increase, but no less than Step A of the new grade. Employees resulting position pay rate increase and step increase date shall be made retroactive to July 1, 2021, and subsequent step increases shall be made pursuant to section D of this Article. Retroactive pay shall only be due to employees still employed following the employee ratification and City Council adoption of this successor Agreement.
  
- J. **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	3% at Current Step
10	4% at Current Step
15	5 % at Current Step
20	6% at Current Step
25	7% at Current Step

The Stability Pay Rate increase shall be made retroactive to July 1, 2021.

- K. **Job Descriptions:** All employees of the City shall receive a job description with their duties and responsibilities outlined from Human Resources. The City reserves the right to update job descriptions as necessary. The City will notify the employee and the AFSCME representative and Local Union President via email when the minimum qualifications and/or essential functions in a job description is updated and will attach a copy of the updated job description.
- L. **Out of Class Pay:** Employees who are assigned substantially all of the duties of a higher classification for ten (10) consecutive working days or more 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.
- M. **Payroll Taxes:** All compensation pursuant to this Article is subject to payroll taxes.
- N. **Position Reclassifications:** Employees may request position reclassifications as outlined in the City's Employee Handbook, Section IV(E). In the event the City determines that a position reclassification is appropriate, the City will notify the AFSCME representative and Local Union President of the wage rate proposed for the reclassification. The Union shall have the right to bargain over the wage rate to be paid in accordance with ORS 243.698.

## **ARTICLE 6 - RETIREMENT**

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 and Eligibility:** 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 and their eligible family members, as set forth in CIS Benefit Rules. Effective July 1, 2021 “eligible family members” shall include only spouses, registered domestic partners under ORS Chapter 106 and their eligible children, except as permitted by CIS “grandfathering” Benefit Rules. Domestic partners submitting an affidavit are no longer eligible for coverage.

Coverage begins on the first day of the month following thirty (30) calendar days of continuous employment, provided the employee has timely completed their on-line enrollment.

The City will maintain at least two health insurance options, one Kaiser and one non-Kaiser option. 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 Co-Pay Plan F and Vision Service Plan VSP-A, and Alternative Care;
- or
2. CIS Kaiser Deductible A Plan and Vision , and Alternative Care.

Existing medical insurance plan options will remain in effect with no changes through December 31, 2021 or the last day of the month following sixty (60) days’ notice to CIS. The above medical plan options shall commence January 1, 2022 or the first of the month following sixty (60) days’ notice to CIS.

Dental insurance shall be provided by either Willamette Dental or Delta Dental with orthodontia.

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

For the duration of the Agreement, the City will pay ninety percent (90%) of the premium cost for eligible full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours per week and the employee will pay ten percent (10%) of the premium cost. 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. **Voluntary Employee Benefit Account (VEBA):** The City has established a VEBA plan for employees who are participating in CIS BlueCross BlueShield Co-Pay Plan F. All VEBA contributions shall vest immediately in participating employee's individual VEBA accounts.

The amount of annual contributions to employees VEBA accounts shall be calculated based on the employee's tier of coverage and plan selected as follows:

1. The City will contribute \$250 for Employee-only participants.
2. The City will contribute \$500 for Employee + Spouse or Employee + Child participants.
3. The City will contribute \$750 for Employee + Children or Employee + family participants.

The VEBA contributions set forth above will be made to individual employee VEBA accounts during the month of January or within thirty (30) days of the date the employee begins participating in Co-Pay Plan F, if participation commences midway during a plan year. The amount of the annual VEBA contribution will not be prorated for employees who are hired or start participating in Co-Pay Plan F midway during the plan year. Such employees will receive the full amount of the contribution.

In the event an employee increases their tier of coverage midway during the plan year, the City will contribute the amount necessary to match the contribution for the higher tier of coverage. Reductions in employee's tiers of coverage will not affect previous VEBA contributions, but the employee's VEBA contribution will be adjusted to the correct amount effective the next January 1<sup>st</sup>.

The employees VEBA accounts may be used in compliance with Internal Revenue Code (IRC) section 213(d). Any unused amount may be carried forward for use in subsequent years. All contributions shall be made in accordance with the Voluntary Employees' Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (VEBA) Plan Document, Summary of Health Benefits Coverage and Summary Plan Description.

The VEBA will be sponsored by the City but will be administered externally by an independent third party claims administrator.

- 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 \$4,333 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 Section 125 Flexible Spending Account (FSA) (i.e. ASIFlex), for eligible medical and dependent care expenses.
- 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, personal days, sick leave and compensatory time) or during the time they are on OFLA/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 OFLA/FMLA leave expires, whichever occurs later, except as otherwise required by law or mutually agreed upon in writing.
- H. If the medical, vision or dental insurance carrier at its sole discretion changes benefits or claims administrators during the term of this Agreement, the Union and its employees waive all rights to bargain or grieve the change.

## ARTICLE 8 - HOLIDAYS

A. **Recognized Holidays**: 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. Employees who work alternative work schedules and part-time employees must utilize vacation, compensatory time or paid personal days to cover the difference between their eight (8) hours of holiday pay and regular work shift.

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. Day after Thanksgiving
10. Christmas Day

In addition to the above holidays, regular and trial service employees shall receive three (3) paid personal days equal to twenty-four (24) hours per calendar year. Full-time regular and trial service employees shall receive compensation of twenty-four (24) hours regular pay and part-time employees working a minimum of twenty (20) hours per week shall receive compensation on a pro-rated FTE basis. These holidays are not cumulative and must be used by the end of the calendar year or they are forfeited. Paid personal days are selected by the employee. Requests for paid personal day usage shall not be unreasonably denied. Upon hire, employees will receive a pro-rated portion of twenty-four (24) hours. Each January 1<sup>st</sup> thereafter, employees will be credited with twenty-four (24) hours of paid personal days. Upon a mid-year change in an employee's FTE status, credited hours will be adjusted accordingly to reflect the new FTE status. Upon termination, unused paid personal days for that calendar year will be paid out on a pro-rated basis (1/12<sup>th</sup> for each full 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 listed above shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday. This Section does not apply if the employee works on a day that has been scheduled as a paid personal day off. This pay rate is in addition to holiday pay.

## ARTICLE 9 - VACATION

A. **Vacation Accrual:** All regular and trial service full-time employees shall accrue paid vacation leave according to the following schedule:

1. One-week (40 working hours) shall be accrued from first day of employment through six (6) months of continuous employment.
2. Six and two-thirds (6 2/3rds) hours shall accrue during each month after the first six (6) months for the next thirty months (i.e., two weeks each year through the third year of employment).
3. After three (3) 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 (5) 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 (10) years of employment, four weeks (160 hours) shall accrue per year (i.e. four weeks during the eleventh through fifteenth years).
6. After fifteen (15) years of employment, four weeks and three days (184 hours) shall accrue per year.
7. After twenty (20) years of employment, five weeks (200 hours) shall accrue per year.
8. After twenty-five (25) years of employment, five weeks and two days (216 hours) shall accrue per year.

Part-time employees working a minimum of twenty (20) hours per week shall be eligible for vacation accrual on a pro-rated 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 payment for up to sixty (60) hours of accrued vacation once per fiscal year. Payment will be made by direct deposit on the City's next regular payday following receipt and processing of the request.

D. **Vacation Scheduling:**

1. Vacations shall be scheduled by mutual agreement between employees and their supervisor, consistent with the other provisions of this Article.
2. 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 their choice

by April 1 shall be given their 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.

3. Employees must submit their leave requests by March 1<sup>st</sup> of each year thereafter, for April 1<sup>st</sup> of the current year through March 31<sup>st</sup> of the following year 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<sup>st</sup>. Leave requests submitted after April 1<sup>st</sup> shall be considered on a first-come, first-served basis and responses to those requests shall be made in writing within thirty (30) 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 their vacation period shall be paid for actual hours worked at the rate of time and one-half (1½) their 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 for the unused vacation they have accumulated at the time of separation. Payment shall be made in accordance with Article 5, Section G.
- G. Statements of vacation accruals shall be itemized on employee paychecks.
- H. If a holiday occurs during the workweek in which a vacation is taken by an employee, the holiday will not be charged against vacation.
- I. Vacation time off should be used during the year in which it is earned. An employee with less than five (5) years of service may accrue a maximum of one hundred seventy (170) hours vacation. Employees with more than five (5) years of service may accrue a maximum of two hundred sixty (260) hours.

## ARTICLE 10 - SICK LEAVE

- A. **Sick Leave Accrual:** All full-time regular and trial service 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. **Use and Misuse of Sick Leave:** The intent of sick leave is to permit employees to use their accrued sick leave to make themselves whole for their regular scheduled working hours (40-hour workweek), not to permit employees to use their sick leave to obtain additional straight-time pay or overtime pay. Employees who have completed sixty (60) calendar days of employment 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 a nonwork-related illness, injury, medical appointment or dental appointment. And also only if they are unable to work remotely when following medical direction to quarantine. Appointments should be prescheduled when possible, so as to minimize the impact on operations. Employees should report scheduled appointments to their supervisor, as soon as they have knowledge of the anticipated absence.
  2. When an employee's attendance is required to care for an immediate family member. For the purpose of this paragraph, "immediate family member" shall include all family members as defined by the Oregon Family Leave Act, as well as additional family members as follows: 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, registered domestic partners as defined under Oregon law, children, grandchildren and grandparents of a registered domestic partner and other relatives who reside in the employee's household. In the event the definition of "immediate family" is expanded by the Oregon Legislature or United States Congress to require the use of sick leave to care for additional relatives, the above definition shall be automatically revised in accordance with the change and the Union and employees will be given written notice.
  3. When an employee who is eligible for OFLA/FMLA is absent for an OFLA/FMLA qualifying reason.
  4. For any other reason, as required by law.

However, sick leave pay may only be used to allow a full-time employee to receive pay up to their regularly scheduled straight-time hours of work (40-hour workweek) and a part-time employee to receive pay up to their regularly scheduled hours of work. At no time shall sick leave pay be paid out such that an employee receives pay for more hours than their regularly scheduled straight-time working hours (40-hour workweek for full-time employees and regularly scheduled hours of work for part-time employees). Sick leave hours may not be stacked or sequenced to generate sick leave pay out. Attempts to do so shall be considered sick leave abuse and will subject an employee to discipline up to discharge.

Employees should be familiar with the reasons for which sick leave can be used and must request sick leave only for absences that they believe fall within the usage rules described above. Questions regarding sick leave eligibility, in particular questions about OFLA/FLMA qualifying reasons and the use of sick leave for any other reasons as required by law, should be directed to Human Resources, the City's Personnel Officer or their designee in order to assure sick leave is used only for absences authorized under this Agreement.

Any of the following may indicate a questionable pattern of sick leave abuse and may be grounds for the City to require verification of the need to be absent, as set forth in Section C, below: a high incidence of sick leave usage on "prime days" (Fridays, Mondays and/or days adjacent to a holiday or vacation; a high incident of usage in conjunction with other days off; other questionable patterns of usage; calling in sick on a previously denied day off, and/or other evidence which indicates potential abuse.

C. **Reporting Absences:** Employees who are unable to report to work because of any of the reasons set forth in paragraph Section B above must report the reason for the absence to their supervisor via the method of communication directed by their supervisor (e.g. personal phone call, text message, etc.) at least sixty (60) minutes prior to their scheduled starting time, unless there is a Department or Division directive instructing employees to do otherwise or the employee is unable to report their inability to report to work due to incapacitation or emergency. In case of extended illness or injury, employees shall contact their supervisor via the designated method of communication at least once per week. Employees may be required to provide sufficient information to Human Resources regarding the reason for their absences to allow the City to determine which absences qualify as protected under FMLA, OFLA and/or the Oregon Sick Leave Statute. Employees must also cooperate with all City investigations and inquiries regarding potential sick leave abuse.

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. The employee's absence exceeds three (3) consecutive workdays, excluding scheduled days off, consistent with applicable law;
2. The employee is absent on an intermittent basis for a chronic condition or other OFLA/FMLA qualifying reason as permitted by applicable law; or
3. The City can articulate facts giving rise to a good faith concern that misuse of sick leave has occurred (i.e., questionable patterns of usage, calling in on a previously denied day off, etc., as set forth in Section B, above).

In the interest of not delaying an employee's return to work, the City will make a reasonable effort to notify the employee in advance that certification will be required.

Abuse of sick leave privilege will 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 may apply for donated leave, as described in Article 11, Section J.
- F. **Workers' Compensation:** Employees who are off work due to an on-the-job injury or occupational illness shall receive their workers' compensation time loss checks. An employee's accrued sick leave may be utilized for the following:
1. for the three (3) day waiting period before workers' compensation time loss checks begin;
  2. for medical appointments for the on-the-job injury or occupational illness which occur during the employee's regularly scheduled working hours; and
  3. to supplement the employee's workers compensation time loss checks in the amount of the differential between such checks and the employee's regular net pay.

In the event employees do not have sufficient sick leave to cover the waiting period, or medical appointments, they must utilize accrued compensatory time, paid personal days or vacation pay. In the event the employee does not designate which paid leave bank they wish to utilize, compensatory time will be utilized first, followed by paid personal days, 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, paid personal days, compensatory time or vacation pay or is otherwise entitled to continuation of benefits under applicable law.

If an employee's workers' compensation claim is disputed, the employee will be eligible to receive sick leave or other paid leave 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 they suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits.

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 they 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 their 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 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 absence with pay, not chargeable to any accumulated leave. Employees may also use their accrued sick leave for bereavement leave in accordance with OFLA. Both bereavement leave that is not charged to any accumulated leave and OFLA bereavement leave ends sixty (60) calendar days after the employee's knowledge of the death of the immediate family member. This leave is noncumulative. Employees who either do not qualify for OFLA leave or have depleted their OFLA leave will be granted time off with advance approval from their Department Director and the City Personnel Officer or designee. In the event approval is granted, the employee must utilize accrued compensatory time, paid personal days or vacation pay. In the event the employee does not designate which paid leave bank they wish to utilize, compensatory time will be utilized first, followed by paid personal days, then vacation pay.
- C. **Witness/Jury Duty Leave:** When a City employee is called for jury duty or is subpoenaed as a witness in connection with their City employment, there shall be no loss of regular City compensation during such absence. Witness and jury duty pay will be made on the City's next regular payday by direct deposit. Time not worked because of such duty shall not affect vacation or sick leave accrued. 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. 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 employee's supervisor or department head 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. 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 they travel to work. If travel to or from a training or conference occurs outside an employee's

normal work schedule, the employee may be required by their supervisor to work a flex schedule that day or workweek. Actual time spent traveling to and from training or conferences that requires an overnight stay and occurs within an employee's work schedule will be paid at the applicable straight-time or overtime rate.

- 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 Personnel Officer. Employees will not accrue sick leave or vacation pay while on unpaid leave of absence.
- 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 eighty (80) hours in a fiscal year. No more than two Union employees may be on a granted unpaid leave of absence at the same time.

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the employer. The employees must request approval of time off in advance and must use accumulated compensatory time, personal holiday, or vacation leave.

- H. **Oregon Family Leave Act/Federal Family Medical Leave Act:** The City will comply with the FMLA and OFLA. Employees who are absent from work for FMLA and/or OFLA qualifying reasons but have depleted their available sick leave benefits or are not eligible for sick leave benefits will be paid from their accrued compensatory time, paid personal days, and/or vacation pay for their absence. In the event an employee does not specify whether they prefer to utilize compensatory time, vacation pay, or paid personal days, compensatory time will be utilized first, then paid personal days, then vacation pay.

Employees on medical leave are prohibited from intentionally exerting themselves beyond their medical restrictions that results in a further delay in their recovery to return to work.

- I. Employees will continue to accrue vacation, paid personal days 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 continue to receive the City's contribution toward their health insurance, including medical, dental, vision, and life, disability coverage, as well as voluntary supplemental benefits through payroll deduction, while they are actively working or on any type of paid leave of absence, including catastrophic leaves of absence 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 or the employee's continued eligibility for OFLA and/or FMLA is exhausted, whichever occurs later.

**J. Donations for Catastrophic Illness or Injury:**

The donated leave policy is intended to give employees an opportunity to contribute donations of paid leave to other City employees who have applied for and are eligible to receive FMLA/OFLA coverage and have been absent from work for a prolonged period due to their own catastrophic illness or injury or the need to care for spouse, domestic partner or child (including stepchildren, foster children, domestic partner's children and adopted children) with a catastrophic illness or injury.

Leave may be donated to designated City employees who:

- Have exhausted all their paid leave banks (e.g., vacation, holiday, compensatory and sick leave)
- Have been continuously absent from work for a period of at least fourteen (14) calendar days due to their own catastrophic illness or injury or the need to care for their spouse, domestic partner or child (including stepchildren, foster children, domestic partner's children and adopted children) with a catastrophic illness or injury. "Catastrophic illness or injury" is defined as a significant, incapacitating medical condition.
- In the case of absences for an employee's own catastrophic injury or illness, the employee must have applied for Long Term Disability (LTD) insurance and must not have enough paid leave to cover until Social Security disability or PERS disability benefits become available, whichever date occurs first.

Donations of accrued vacation, holiday and compensatory time hours are subject to the following conditions:

1. Any employee seeking to donate benefits must maintain a minimum of forty (40) hours of accrued vacation.
2. Paid leave donation requests must be submitted to the City Personnel Officer or their designee in writing and must specify the amount and type of paid benefits being donated.
3. Paid leave donations are made voluntarily and donors will remain anonymous.
4. Paid leave donations will be converted to a dollar amount based on the hourly wage of the person donating the leave. This amount will then be converted back to hours based on the hourly wage of the employee receiving the donated leave.
5. Donations will be removed from the donor's paid leave banks and deposited in a City sponsored leave bank for use by other City employees who are eligible to receive paid leave donations.
6. Donations of compensatory, vacation or paid personal days are irrevocable. In the event the employee designated to receive the leave does not use all the donated leave, the donated leave will remain in the leave bank for use by non-designated employees who qualify to receive donated leave.
7. Donations shall not be available for any period an employee is receiving STD, LTD, Social Security, PERS disability benefits or Oregon Paid Family and Medical Leave Insurance (PFMLI).

## **ARTICLE 12 - TRAINING/EDUCATIONAL OPPORTUNITIES**

A. **Mandatory Training:** Mandatory training is defined as training that is required by state law or specialized training for job assignments as directed by the Department Director or their 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 are not 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). However, mileage will not be paid under circumstances where the employee travels directly to and from their home to the training, except to the extent that such travel exceeds the employee's daily commute.
2. When requested, the City will make an effort to distribute budgeted funds for discretionary training equitably, however the final allocation shall be at the City's sole discretion and judgment.
3. The City shall allow the 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. All training classes must be authorized, in writing, by the Department Director. Such authorization must be in advance.

B. **Tuition Reimbursement for Voluntary Courses:**

1. All classes must be authorized, in writing, by the Department Director if the class is to be reimbursed in any portion. Such authorization must be made in advance. The City shall reimburse an employee for one-half (50%) of the actual tuition cost incurred by them and not payable by another source for courses the City determines, at its discretion, are directly related to the employee's current position with the City, and/or a position which the City reasonably believes the employee could be promoted to which would benefit the City. All such courses must also be offered at accredited colleges or universities (i.e., MHCC, PSU, OSU, or UP) and conducted outside the employee's regular working hours, provided that:
  - a. Funds for such expenditures are budgeted by the City;
  - b. The employee has made application for and has received written approval of the course and tuition reimbursement from the City Personnel Officer or designee at least ten (10) days prior to the registration for such course;
  - c. The employee has completed their probationary period before the course commences, and the employee has not received any form of disciplinary action beyond a documented oral reprimand within the twelve (12) months preceding course

commencement;

- d. The employee submits evidence of satisfactory completion of the course; and
- e. The employee satisfactorily completes the course (receives at least a “C” grade or a passing grade in a pass-fail class) and submits verification of that grade.

A further stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a minimum of one (1) year following completion of the course. Voluntary separation from employment with the City prior to that time will require that the employee reimburse the City a portion of the amount received for tuition. The employee will be credited one-twelfth (1 1/12<sup>th</sup>) of the amount received for each full calendar month of completed service after they complete the course for which reimbursement was made. The City may recover any unpaid portion of the reimbursement as a deduction from the employee’s final paycheck pursuant to ORS 652.610(3)(d).

- 2. Courses which are only offered during regular working hours may be approved by the City Personnel Officer, provided time off can be arranged conveniently.
- 3. The cost of textbooks, fees and expenses required for such courses shall be the responsibility of the employee.

## **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 regular part-time employees. In the event a trial service employee does not work the minimum number of hours specified during their first six (6) months of service, the employee's trial service period will be automatically extended through the day in which they complete the minimum number of hours required to complete the trial service period. In addition, an employee's trial service period may be extended at the discretion of the City one time only per employee for an additional ninety (90) days. The City shall not be arbitrary or capricious in making such determinations. The City shall notify the Union of any such extensions of trial service prior to it being extended and the rationale as to why the extension is needed. If the City feels that a longer extension is required, the City may submit a request to the Union. With agreement by the Union the trial service period may be extended beyond ninety (90) days.

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. **Definition of Seniority:** 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 their 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. **Breaks in Seniority:**

Seniority shall be broken and employment is terminated by any of the following events:

1. Voluntary resignation or retirement.
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 fourteen (14) calendar days of mailing except as set forth below.
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 seven (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.

Employees who are recalled to a position less than their previous FTE or to a position of half their previous salary may decline the recall and remain on the layoff list.

- 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 a supervisory or management position returns to the bargaining unit within twenty-four (24) months, their 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 email to all employees (and external ads, as the City deems appropriate). Successful applicants will be placed on a new trial service period for a period of six (6) 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, provided the employee has satisfied all of the conditions set forth for promotion under Appendix B of this Agreement.

For the purposes of this Article, the types of promotions that will be considered noncompetitive promotions are identified in Appendix B.

3. Employees who are promoted to a position in a higher pay range through the competitive or noncompetitive process and have not reached the top step in their range will be eligible for consideration for a merit step increase after serving twelve (12) months in that position.
4. In the case of competitive promotions, the promoted employee may be demoted at any time during the trial service period to their 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 employee's merit date will revert to their merit date in their former position.

B. **Competitive Promotional Opportunities:** It is the City's general policy to promote qualified regular employees who are in good standing (meaning the employee must not have received a documented oral reprimand, written reprimand, demotion or suspension within six (6) months prior to submitting the application. The City will 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 emailed to all employees with a closing date. All postings will be open 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 bargaining unit seniority will be selected.

- C. **Transfer**: A transfer is defined as the change of an employee from one position to another position in the same or lower pay grade within the City. Transfers to the same or lower pay grade position will result in a new six (6) month trial service period.
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 Director and referred to the appropriate Department Director and the Personnel Officer.
  2. Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which they do not possess the minimum qualifications. No requests for transfer under this section will be denied for arbitrary or capricious reasons.

## 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. **Layoffs:** 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. **Layoff Procedures:** 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 who have an FTE reduction by half or more have the option of accepting the reduction or triggering their bumping rights. Employees shall have the following options:
  - 1. Accept the layoff and be placed on the recall list for twenty-four (24) months from date of layoff.
  - 2. Request assignment to a vacant position within the bargaining unit for which they possess the mandatory skills, qualifications, and special requirements, certifications/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 a formerly held position in the City or in the same or lower pay range within the job families as set forth in Appendix E, provided that employee currently possesses the required certifications/licenses or can renew certification at the next certification opportunity and has 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 thirty (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, within job families as set forth in Appendix E. Employees shall be recalled according to such lists as positions equal to or below their previous pay grade become available within the same job family or formerly held position. Recall rights will continue for twenty-four (24) months from date of layoff, unless the employee's seniority is broken and employment is terminated as set forth in Article 14, Section D.
2. All employees on the layoff list have priority over outside hiring provided the employee possesses the mandatory skills, qualifications and special certifications/licenses and can perform the duties of the job.
3. Upon recall to a position in the City, a recalled employee shall have all unused accruals of sick leave, vacation accrual rate, and seniority in effect on the date of layoff restored.
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 an employee is recalled to their former position or another position within the same noncompetitive group, the employee will serve no trial service period. The employee will return to the same grade 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, email 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 fourteen (14) calendar days of mailing shall result in forfeiture of all recall rights.

**F. Placement:**

Employees who are placed in a lower pay range shall be paid the salary closest to their current/previous salary on the pay range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned in the higher pay range prior to placement.

## 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 their 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 Personnel Officer or their designee.
- B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or their designee, and by the City Manager or their designee, the Personnel Officer, 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. The parties agree that personnel records may be used in arbitration, administrative and other legal proceedings.
- C. Upon receipt of material, the employee may respond, in writing, within thirty (30) calendar days, to any item placed in their 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 their 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:** 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 date the disciplinary action is issued, 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 may include any or all of the following: documented oral reprimand, written reprimand, suspension for one or more days without pay, reduction in current pay step, placement on a Last Chance Agreement or a Rehabilitation and Return to Work Agreement and other actions designated to correct unsatisfactory employee performance or unacceptable conduct, as well as demotion and discharge. Notice of any discipline will be given in writing. Regular employees are subject to discipline or discharge for just cause. Temporary, limited term and trial service employees are subject to discipline or discharge at the will of the City.
- B. The City will apply the principles of progressive discipline to address concerns related to a regular employee's tardiness, excessive absences, unsatisfactory performance or failure to comply with City policies, procedures and other expectations. However, the City reserves the right to determine the type and level of discipline to be issued to an employee and may skip steps and utilize any of the forms of disciplinary action referenced in Section A above, based on the severity of the infraction, subject only to just cause standards.
- C. 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.
- D. In the event an employee is being interviewed or participating in a hearing which the employee reasonably believes may lead to disciplinary action, the affected employee shall have the right to have a Union representative present during such procedures. However, the right to Union representation does not apply during routine supervisory-employee communications, such as when an employee is being given instructions or direction, being trained or being informed of job duties, assignments or the need for correction. The right to Union representation also does not apply when an employee is being notified of disciplinary decisions, unless the City agrees to allow a Union representative to be present at its discretion. The Union representative shall observe, clarify and assist the employee, but may not interfere with the proceeding or answer for the employee. Union representatives may, however, provide additional information to support the employee at the end of the interview or hearing.

## ARTICLE 19 - DISPUTE RESOLUTION PROCESS

- A. **Problem Solving:** During working hours and without loss of pay, an employee covered by this Agreement may participate in their own problem-solving discussions with their supervisor. Employees and supervisors are encouraged to use the problem-solving step to informally resolve issues prior to utilizing the grievance process.
- B. If the problem is unable to be resolved by discussion with the employee's immediate supervisor, the employee is encouraged to meet with the supervisor's Department Director in an attempt to informally resolve the issue.
- C. Employees and supervisors are encouraged to use these problem-solving steps to resolve issues prior to utilizing the grievance procedure set forth in Section D, below.
- D. To promote better relations, the parties agree to settle all disputes as to the meaning, interpretation, or application of this Agreement by the following procedure:

**STEP 1 - Supervisor:** If the parties chose to utilize the Problem Solving step to attempt to resolve the issue, but were unsuccessful the Union or an employee may claim a breach of this Agreement by filing a grievance with the employee's immediate supervisor with a copy to the City Personnel Officer. Grievances must be in writing and must be submitted to the immediate supervisor with a copy to the City Personnel Officer within thirty (30) calendar days from the occurrence of the alleged violation, or the employee's knowledge of the incident giving rise to the grievance, or from the time the employee should reasonably have become aware of the incident, whichever occurs later. The written grievance shall include:

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

The immediate supervisor shall respond to the grievance in writing within ten (10) calendar days after receipt.

**STEP 2 - Department Director:** If, after ten (10) calendar days from the date of the supervisor's response the grievance remains unresolved, the grievance may be appealed to the Department Director (or directly to Step 3- City Manager for employees within the Executive Department) with a copy to the City Personnel Officer. Such submission must occur within ten (10) calendar days after receipt of the response from the immediate supervisor. The Department Director may meet with the employee, who may be represented by a City paid Union representative at the meeting. At the City's option, the employee's immediate supervisor and/or City Personnel Officer and/or Human Resources may also be present. The Department Director shall respond to the grievance in writing within ten (10) calendar days after the grievance is submitted to them or, in the event a meeting is conducted, within ten (10) 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 - City Manager:** If, after ten (10) days from the date of the Department Director's response, the grievance remains unresolved, the grievance may be appealed to the City

Manager or a person designated by the City Manager with a copy to the City Personnel Officer. All appeals to the City Manager or designee must be made in writing with a copy to the City Personnel Officer. Such submission must occur within ten (10) calendar days after receipt of the response from the Department Director. The City Manager or their designee may meet with the employee, who may be represented by the Union at the meeting. The City Manager shall respond to the grievance in writing within ten (10) calendar days after the grievance is submitted to him/her. If the City Manager responded in STEP 2, this STEP 3 shall be bypassed, and the employee may go directly to STEP 4.

**STEP 4 - Arbitration:** If the grievance is not resolved by the completion of STEP 3, the Union may submit the grievance to arbitration. Such a submission must be made in writing within fourteen (14) calendar days after receipt of the response from the City Manager. The arbitrator may be selected by mutual agreement of the parties. In the event the parties do not mutually agree on the selection, the arbitrator will be selected 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 and will be grounds to advance the grievance to the next step. 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.
- E. 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.

## **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 their 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 - SAFETY COMMITTEE**

The Safety Committees will normally meet monthly, but no less than quarterly. Members representing the bargaining unit shall suffer no loss of wages for participating in the safety committee. Safety committee shall explore safety related issues and shall recommend a course of action to Division Managers and/or the City Manager.

There shall be a Safety Committee member elected from each division. Half of the Safety Committee members shall be elected by their peers in the month of January in odd numbered years, the other half shall be elected in the month of January in even numbered years. All members shall be elected for two (2) year terms. In the event no one volunteers from each division, management may appoint a representative. The Chair of the Committee is elected by the Committee. Official note taker shall be elected by the Committee and responsible for posting the minutes on the intranet.

## **ARTICLE 22 - OUTSIDE EMPLOYMENT**

Employees shall be able to work in other jobs than City employment so long as such jobs do not present a conflict of interest, affect the performance of their work duties for the City or interfere with the employee's work schedule or standby duties. However, should the employee take a leave of absence, the employee agrees that the status quo for outside employment shall be maintained. In addition, employees on medical leaves are responsible for being informed of their medical restrictions and are prohibited from performing work in their outside employment which involves intentionally exerting themselves beyond their medical restrictions.

If an employee takes a second job, that employee will notify Human Resources in writing (e.g., email, etc.) within seven (7) calendar days.

## **ARTICLE 23 - MAINTENANCE OF STANDARDS**

All terms and conditions of employment not covered by the Agreement except those that were proposed in bargaining and were not made a part of the Agreement, but which are mandatory subjects for bargaining under Oregon law, shall be subject to mid-term bargaining 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, technology, 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 provision of this Agreement, including provisions of Appendices, MOAs and MOUs, is held to be unlawful by a court or administrative agency, or compliance with any such provision should become prohibited by statute or regulation, that provision shall become null and void. The parties shall promptly enter into negotiations for the purpose of agreeing to replacement language and/or otherwise addressing the impact of the unlawful provision in accordance with ORS 243.702 and ORS 243.698. The remaining provisions of the Agreement shall remain in effect.

## ARTICLE 27 - CLOTHING

- A. The City will continue to supply to all bargaining unit employees with OSHA/OR-OSHA required safety equipment, raingear, rubber boots, insulated coveralls, winter coats or jackets and required uniform shirts, both long and short sleeve.
- B. **Eligible Field Employees:** The City will reimburse up to three hundred dollars (\$300.00) for pants, thermal undergarments and approved boot/shoe replacement for work purposes each fiscal year, throughout the term of this Agreement to eligible “field” employees. Employees must provide original receipts for the item to receive reimbursement. Employees providing receipts totaling less than \$300.00 will receive only the amount on their receipts. Employees have the full fiscal year beginning each July 1<sup>st</sup> to receive the full \$300.00 reimbursement for field clothing and approved boot/shoe replacement.

For the purposes of this Article, “eligible field employees” are in positions which are substantially performed outdoors, and include Public Works Operators and Laborers, Wastewater Operators and Laborers, Mechanics, and Parks & Facilities Workers.

- C. **Other Designated Employees:** The City will reimburse up to two hundred dollars (\$200.00) for approved boot/shoe replacement, for work purposes per fiscal year throughout the term of this agreement to other designated eligible employees. Employees must provide original receipts for the item to receive reimbursement. Employees providing receipts totaling less than \$200.00 will receive only the amount on their receipts. Employees have the full fiscal year beginning each July 1<sup>st</sup> to receive the full \$200.00 for approved boot/shoe replacement.

For the purposes of this Article, “other designated eligible employees” are in positions which are substantially indoors and have secondary duties requiring some field examination or inspection activities, and include Building Inspectors, Code Compliance Officers, Civil Engineers, Engineering Associates, Engineering Technicians, Environmental Specialists, and Assistant, Associate or Senior Planners.

**D. Other Conditions of Reimbursement:**

All eligible probationary employees will be reimbursed on a pro-rated portion based on their date of hire.

Boots/shoes must be supervisor approved and comply with OSHA standards and/or SAIF recommended practices, if applicable.

## **ARTICLE 28 - DECLARATION OF EMERGENCY**

In the event of a natural disaster (flood, earthquake, volcanic eruption, etc.) wildfire/smoke condition, public health exigency or terrorist attack, the City Manager, or designee, may declare a state of emergency. In such an event the City may adjust employee work schedules without providing employees ten (10) calendar days written notice as required by Article 4.B; cancel leaves unless the leave has already commenced; assign employees to perform duties within reason outside of their job classifications and take other action as it deems necessary to restore and maintain City services. Employees will not be required to perform an assignment which poses a hazard to the employee's safety or welfare. The City's right to respond to declarations of emergency temporarily supersedes contrary provisions of this Agreement. The City's adjustment of an employee's work schedule, cancellation of an employee's leave that has not already commenced or temporary assignment of duties to employee outside of their job classification initiated in response to declarations of emergency shall not be considered a violation of this Agreement. The City will confirm the status of the emergency every thirty (30) days.

## 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 non-essential employees regarding closure of City services on inclement weather days. On days when such weather conditions occur, the City Manager will make a determination as to whether or not the City will be open to the public. The message on the “Employee Weather Line” will be updated by 6:30 a.m. Unless the City Manager or their designee 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:** On an inclement weather day when the City Manager has determined that the City will remain open non-essential employees (those whose positions are not essential to perform road, maintenance or other necessary services as determined and designated in writing by the City) should use their good judgment to determine whether they can safely get to and from work. Non-essential employees who determine that they cannot safely travel to or from work on an inclement weather day when the City is open, may utilize compensatory time, paid personal days or vacation pay, to cover missed hours. In the event an employee does not specify which paid time off bank they prefer to use, compensatory time will be used first, followed by paid personal days, then vacation pay. Non-essential employees are required to notify their supervisor of anticipated delays or inability to report to work as soon as possible, but no later than thirty (30) minutes before their scheduled start time.

Non-Essential employees with a telework schedule as provided in Article 4, during an inclement weather event, shall be required to work their regular agreed upon shift from their telework location.

- C. **Reporting Expectations for Essential Employees:** The City shall post a list of positions that are designated as essential by October 1 of each year; the City reserves the right to revise the list as necessary. Employees in a designated essential position on any inclement weather day will be expected to report to their work location or reporting location as designated by the City within (60) sixty minutes as directed by the City. The City reserves the right to change the work schedules of essential employees as it deems necessary to assure City services are restored and maintained during inclement weather events, including preparation for the event and follow-up after the event. Such changes in employee work schedules will not be subject to the ten (10) calendar days’ written notice required under Article 4.B.

Essential employees who are directed by their supervisor to telework during inclement weather shall be compensated at straight-time rates for actual hours worked, which shall not exceed a total of the hours they are regularly scheduled to work that day. Essential employees who telework during an inclement weather event shall not be eligible for inclement weather pay.

Essential employees who fail to report as set forth above are not eligible for inclement weather pay for that day and are required to use any accrued unused paid time off (compensatory time, paid personal days or vacation pay). Again, in the event an employee does not specify which paid time off bank they prefer to use, compensatory time will be used first, followed by paid personal days, then vacation pay. Failure to timely report when required as an essential employee may also result in disciplinary action.

D. **Compensation in the Event of Closure:** In the event the City Manager determines that the City 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, vacation pay or paid personal days. Inclement weather pay will not be counted as hours worked for the purpose of computing overtime.
2. Inclement weather pay will only be paid to non-essential employees for the hours they miss from work during their regularly scheduled work due to an inclement weather event.
3. Non-essential employees who are scheduled to work eight (8) hours shall receive inclement weather pay, which in combination with actual hours worked shall not exceed a total of eight (8) hours of straight time pay for the day.

Non-essential employees who work a part time schedule, or an alternative work schedule, and are scheduled to work less than eight hours that day shall receive inclement weather pay, which in combination with actual hours worked which shall not exceed a total of the hours they are regularly scheduled to work that day.

4. Non-essential employees who work an alternative work schedule and are scheduled to work more than eight hours on an inclement weather day, shall receive inclement weather pay up to the number of hours City Hall was closed, less an hour for lunch break if applicable, combined with actual hours worked, the total of which shall not exceed the straight time hours the employee would be scheduled to work that day. Such employees shall backfill the shortfall of any hours less than the hours they are scheduled to work that day from compensatory time, vacation pay or paid personal days.
5. Non-essential employees who the City has determined are able to telework are not eligible for inclement weather pay, irrespective of whether they are on a telework schedule, unless a power outage prevents them from teleworking during their regular scheduled work hours.
6. Except as set forth below, essential employees working during inclement weather events shall be paid for actual hours worked at either straight or overtime rates in accordance

with Article 4.

Essential employees who work during inclement weather events shall receive overtime for all hours worked between 10:00 p.m. and 6:00 a.m. notwithstanding any other provision of this Agreement. However, there will be no pyramiding of overtime, i.e., overtime will not be paid twice for the same hours worked.

7. Full-time essential employees who are required to report to work during an inclement weather event shall receive additional inclement weather pay at straight time for the number of hours City Hall was closed by the City Manager, up to a maximum of eight (8) hours of inclement weather pay per day. For part-time essential employees, inclement weather pay will be prorated based on the hours the employee was regularly scheduled to work that day. An essential employee's hours worked need not overlap the operational hours of City Hall to be eligible for up to eight (8) hours of inclement weather pay. Inclement weather pay will not be counted as hours worked for the purpose of computing overtime.

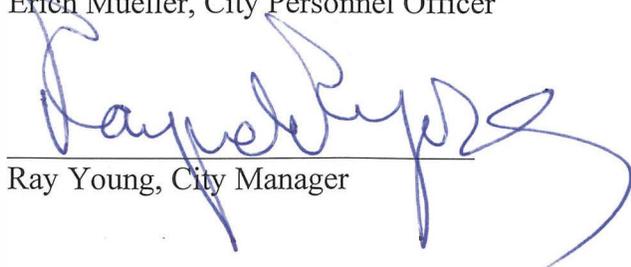
## **ARTICLE 30 - DURATION**

- A. This Agreement shall commence on July 1, 2021 and remain in full force and effect until June 30, 2024.
  
- B. The Union shall notify the City in writing not later than January 15<sup>th</sup> 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.

**CITY OF TROUTDALE, OREGON:**

  
\_\_\_\_\_  
Erich Mueller, City Personnel Officer

11/9/2021  
Date

  
\_\_\_\_\_  
Ray Young, City Manager

11-9-21  
Date

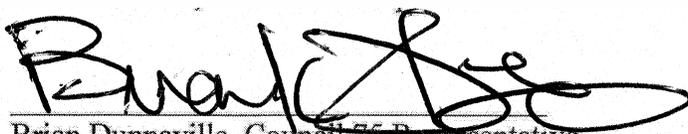
**CITY OF TROUTDALE EMPLOYEES UNION LOCAL 3132  
AFSCME COUNCIL 75, AFL-CIO:**

  
\_\_\_\_\_  
Timothy Shoop, Local 3132 Representative

11-15-2021  
Date

  
\_\_\_\_\_  
Marlee Boxler, Local 3132 Representative

11-10-2021  
Date

  
\_\_\_\_\_  
Brian Dunnville, Council 75 Representative

11-20-2021  
Date

**APPENDIX A – WAGE SCALE**

**4.50% Increase 2021-2022**

**EFFECTIVE DATE: JULY 1, 2021 THROUGH JUNE 30, 2022**

	<b>HOURLY RATE</b>				
<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>8</b>	20.23	21.24	22.30	23.42	24.59
<b>9</b>	21.24	22.30	23.42	24.59	25.82
<b>10</b>	22.30	23.42	24.59	25.82	27.11
<b>11</b>	23.42	24.59	25.82	27.11	28.47
<b>12</b>	24.59	25.82	27.11	28.47	29.89
<b>13</b>	25.82	27.11	28.47	29.89	31.38
<b>14</b>	27.11	28.47	29.89	31.38	32.95
<b>15</b>	28.47	29.89	31.38	32.95	34.60
<b>16</b>	29.89	31.38	32.95	34.60	36.33
<b>17</b>	31.38	32.95	34.60	36.33	38.15
<b>18</b>	32.95	34.60	36.33	38.15	40.06
<b>19</b>	34.60	36.33	38.15	40.06	42.06
<b>20</b>	36.33	38.15	40.06	42.06	44.16
<b>21</b>	38.15	40.06	42.06	44.16	46.37
<b>22</b>	40.06	42.06	44.16	46.37	48.69
<b>23</b>	42.06	44.16	46.37	48.69	51.12
<b>24</b>	44.16	46.37	48.69	51.12	53.68
<b>25</b>	46.37	48.69	51.12	53.68	56.36
<b>26</b>	48.69	51.12	53.68	56.36	59.18
<b>27</b>	51.12	53.68	56.36	59.18	62.14
<b>28</b>	53.68	56.36	59.18	62.14	65.25
<b>29</b>	56.36	59.18	62.14	65.25	68.51

**APPENDIX B - NONCOMPETITIVE PROMOTIONS**

Individuals can be promoted into positions in the noncompetitive job groups set forth in the boxes below without a job posting.

<p><b>Public Works Shop</b> Public Works Operator II to Public Works Operator III Public Works Operator I to Public Works Operator II Public Works Laborer to Public Works Operator I</p>	<p><b>Wastewater Services</b> Wastewater Operator II to Wastewater Operator III Wastewater Operator I to Wastewater Operator II Wastewater Laborer to Wastewater Operator I</p>
<p><b>Community Development</b> Associate Planner to Senior Planner Assistant Planner to Associate Planner Planning Technician to Assistant Planner</p>	<p><b>Public Works Management</b> Engineering Associate to Civil Engineer Engineering Technician to Engineering Associate</p>
<p><b>Finance</b> Accounting Technician II to Accounting Technician III Accounting Technician I to Accounting Technician II</p>	<p><b>Facilities and Parks</b> Facilities/Parks Maintenance Worker II to Facilities/Parks Maintenance Worker III Facilities/Parks Maintenance Worker I to Facilities/Parks Maintenance Worker II</p>
<p><b>Building Safety</b> Building Inspector 1 to Building Inspector 2</p>	

**Career Ladder - Noncompetitive Promotions**

All Career Ladder advancement criteria is as follows:

**General Advancement Criteria:**

1. Department Directors will determine the number of I, II and III's needed in each department.
2. Department Directors must verify that there is an operational need for incumbents to perform a higher-level of duties. Operational and/or financial need determines the opportunity – advancement is not guaranteed.
2. Incumbent must have previously demonstrated the ability to successfully perform all of the duties in the higher level classification, as determined by their supervisor with the written approval from the Department Director.
4. Incumbent must have demonstrated a willingness to lead in their own professional development by taking on new challenges when they are identified and offered.

5. Incumbents must have completed all mandatory training for any certifications as required by the higher classification, and any trainings identified by their supervisor.
6. Incumbents must not receive any disciplinary action higher than a documented oral reprimand in the six (6) months immediately preceding the date of the posting for the promotion; and
7. Incumbents must receive a satisfactory overall rating in their last performance evaluation.

The most senior incumbent who has met all the above criteria shall be offered the first opportunity for advancement when it is available.

An incumbent may request to be considered for advancement at any time.

**Career Ladder Criteria Language to Specific Levels:**

Associate to Senior: Advancement from the Associate classification to the Senior classification may occur depending on the operational needs of the department and the qualifications of the employee.

Incumbent is required to serve a minimum of one (1) year in the Associate level classification. However, three (3) years represents the typical amount of time needed for incumbent to fully demonstrate the ability to advance from the Associate level classification to the Senior level classification.

**APPENDIX C - MEMORANDUM OF UNDERSTANDING**  
**WAGE REVIEWS**

This Memorandum of Understanding is hereby incorporated into the Agreement between the City of Troutdale and the City of Troutdale Employees' Union, Local 3132, AFSCME Council 75:

The parties agree to review wages for three (3) positions in the City per calendar year. These positions shall be chosen randomly, in the presence of the Union and City Management representatives. Once selected for review that position shall be removed from the list until all bargaining unit represented positions have been reviewed, unless otherwise agreed by the parties. Inactive positions (vacant positions the City has no intention to fill) will not be included in the positions chosen for review.

In the event that the Union determines that the mid-point of the wage rate range paid for the positions selected is five percent (5%) or more below the average of the mid-point of the wage rate range agreed upon for the same or substantially equivalent position in comparable cities, the Union will notify the City of its determination via email or other written communication.

Positions in comparable cities will be deemed substantially equivalent if: (1) the work is significantly similar in terms of skill, effort, and responsibilities; (2) the minimum qualifications require similar certifications, licenses, education, training, and experience; and (3) the scope of the job duties is significantly similar.

The determination of whether the positions selected are five percent (5%) or more below the average shall be based on wage rate paid, as adjusted for PERS pickup, i.e. 6% reduction in base wages for jurisdictions that do not pay the PERS pick-up. Additionally, there must be a minimum of three (3) comparator city positions which are included in the comparator city bargaining units listed below, and that are the same or substantially equivalent. If there are not at least three (3) comparator city positions from the list below, the Union and the City may consider the use of comparator cities beyond the Portland Metro area.

The Union will also provide to the City for review the data it has collected to support its view that the position(s) are underpaid by more than five (5%) percent of the average. Such data will include job descriptions from the comparable cities listed below, wages/salary schedules for selected comparable positions and the respective comparator cities' current collective bargaining agreements (including relevant wage MOU's) for reference purposes. Following the receipt of complete data the City will review the data gathered and provide a response within sixty (60) calendar days. The Union may request a meeting to discuss the results if necessary.

If the City agrees that the wage rate paid for a position selected for review, as adjusted for PERS pick-up, is five (5%) percent or more below the average base wages paid to employees for the same or similar positions in comparable cities, the wage rate for employees in that position will be adjusted upward by five (5%) percent at the beginning of the next pay period. The Union and its employees agree to waive all rights to grieve the City's determination beyond step three (3) of Article 19 - Dispute Resolution Process.

The parties agree to use bargaining unit positions in the following comparator cities of sixty percent (60%) more or less population in the Portland Metro-area for wage comparators:

<b>City</b>	<b>Population under/over Troutdale</b>
Canby	Under
Fairview	Under
Forest Grove	Over
Gladstone	Under
Newberg	Over
Milwaukie	Over
Sherwood	Over
St. Helens	Under
Wilsonville	Over
West Linn	Over
Cornelius	Under

## **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, which all employees are required to follow. Employees in commercial drivers' license (CDL) positions are also required to comply with the City's Department of Transportation (DOT) Drug and Alcohol Policy.

#### **A. PROHIBITED CONDUCT:**

The following conduct is prohibited:

1. Buying, selling, consuming, manufacturing, distributing or possessing drugs or alcohol while on City Property. City property includes all property rented, leased, owned, or controlled by the City, including parking lots. City property also extends to City equipment and vehicles on or off City property at any time.
2. Buying, selling, consuming, manufacturing, distributing or possessing drugs or alcohol while on duty, including rest and meal periods. As a narrow exception, employees may purchase on meal and rest periods, alcohol to be consumed during non-working hours provided they transport and store the alcohol in their personal vehicles.
3. Reporting for work or being at work with prohibited levels of alcohol or drugs present in the body as set forth in the "Drug and Alcohol Thresholds" table attached to this policy.
4. Failing to comply with disclosure and notification obligations, as set forth in the Medications Section, below.
5. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug related criminal offense. All drug and alcohol-related convictions and plea-bargaining agreements must be promptly (within five (5) business days) reported to the Department

Head and Personnel Officer.

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 F of this Policy.
7. Engaging in any other violation of this Policy.

For the purpose of this Policy "drugs" refers to all controlled substances regulated under the federal Controlled Substances Act, including but not limited to marijuana, synthetic and semi-synthetic opioids and designer drugs not approved for use by the US Food and Drug Administration. "Drugs" does not include lawful prescription and non-prescription medications obtained, used, transferred, possessed and reported consistently with the label, physician instructions, applicable law and Medications sections of this Policy.

**B. 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 their 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 drugs or alcohol in their 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 their system.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to or from the collection site and home. A supervisor or management employee will provide or arrange for alternate transportation. Employees will be notified of their right to have a Union representative present while they are being questioned about their conduct giving rise to reasonable suspicion testing. Testing will not, however, be unreasonably delayed pending the arrival of a Union representative.

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 their 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 a CDL employee is involved in any work-related accident, which results in a fatality or a vehicular accident in which they receive a citation for a moving violation and there is an injury which is treated away from the scene or a vehicle which must be towed away from the scene the employee will be required to submit to urinalysis testing for drugs and breath and/or blood testing for alcohol in compliance with DOT regulations.

Employees who are not in CDL positions will be tested for drugs, but not alcohol if they are involved in an accident, which results in property damages estimated to be \$2,500 or more or a fatality or an injury which is treated away from the scene while they are involved in safety sensitive activity. "Safety sensitive" activity shall include driving, operating heavy equipment or machinery and handling hazardous substances or materials. The City may waive urinalysis testing for drugs and/or oral fluid specimen testing for marijuana, if it concludes that the employee's actions or inactions were clearly not a factor causing the accident. Employees who are involved in such accidents may also be tested for alcohol if there is reasonable suspicion to believe that they had prohibited levels of alcohol present in their body when the accident occurred under reasonable suspicion testing as set forth above.

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 their 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. Last Chance Agreement – Employees will be required to submit to testing for drugs and/or alcohol as required pursuant to a Last Chance Rehabilitation and Return to Work Agreement and as recommended by the employee's rehabilitation counselors and approved by the Personnel Officer.
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 Department of Health and Human Services (DHHS) under the National Laboratory Certification Program (NLCP) to conduct DOT testing. Oral fluid specimen testing will be used to detect marijuana under circumstances where the testing is not required by the DOT. All oral fluids tested will be collected by facilities whose personnel are trained to collect fluid specimens in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs effective October 1, 2017. Additionally, all oral fluids specimen testing will be conducted by DHHS laboratories using scientifically recognized oral fluids testing procedures. In the event the Mandatory Guidelines for Federal Workplace Drug Testing programs are amended, this Policy shall be automatically adjusted to be consistent with those standards. 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 or superior testing methodology before the test result is reported as positive. Employees with positive tests will have an opportunity to discuss the confirmed results with the MRO before the result is reported to the City.

Drug test results will be reported to Human Resources 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 seventy-two (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.

#### C. **MARIJUANA:**

Marijuana is an illegal drug under the federal Controlled Substances Act. The use of marijuana which is inconsistent with the "Prohibited Conduct" listed above will be considered a violation, even if an employee has a prescription for medical marijuana or is consuming marijuana recreationally consistent with Oregon state law. Any buying, selling, consuming, possession or use of marijuana on work time or City property is prohibited. Likewise, reporting to work with prohibited levels of marijuana present in the body as set forth in the "Drug and Alcohol Thresholds" table attached to this Policy will also be considered a violation, even if the employee has authorization for the use of marijuana under state medical marijuana law(s).

Employees who believe they have a disability requiring accommodation should contact Human Resources to determine whether some other reasonable accommodation can be made that would allow them to continue being employed without violating this Policy.

#### D. **MEDICATIONS:**

This policy is not intended to prohibit the appropriate use of legally prescribed or over-the-counter medications containing controlled substances. However, employees using prescribed drugs or non-prescription medications are responsible for carefully reviewing side effects warnings (including any warnings pertinent to the effects of use of a combination of substances) and for consulting with their prescribing physician and/or the pharmacist to determine whether there are any side effects that could impair the employee's ability to safely or competently perform their job duties whether that medication is being used alone or in combination with other prescription or over-the-counter medications. If the employee or their doctor feels that the employee is experiencing any such side effects, the employee must notify Human Resources of the side effects before reporting to work or continuing to perform their job duties. The employee is not required to disclose the medical condition for which the medication is being taken unless the City determines that this is necessary to comply with its legal obligations (such as properly designating leaves and/or evaluating reasonable accommodation options). However, medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue their work assignment.

It is a violation of this Policy for an employee to use medication inconsistently with the prescription or label, to unlawfully transfer prescription medication (including but not limited to selling or giving prescription medications to another person), and to use medication that is unlawfully obtained (including but not limited to using medication prescribed to another person).

**E. CONSEQUENCES OF VIOLATION:**

Violations of the City's Drug and Alcohol Policy are considered serious. Employees who engage in any prohibited conduct will be subject to discharge, even for a first offense. 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, as well as all applicable DOT drug and alcohol laws and regulations. A violation of the City's DOT policy will also be considered a violation of this Policy.

**F. REHABILITATION:**

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 Personnel Officer 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 they may have a substance abuse problem and pursues treatment without assistance from the City.)

The employee will not be permitted to work until the employee provides written verification from a qualified healthcare provider that they can safely return to work. In addition, employees who are covered by DOT regulations will not be permitted to return to work until they have:

- Been evaluated by an SAP;
- Complied with all rehabilitation/after-care prescribed/recommended by the SAP; and
- Complied with other return to work conditions, including a verified negative drug or alcohol test as required by law.

The time an employee is off work undergoing rehabilitation is not work time. However, employees may draw their unused, accumulated sick leave, compensatory time, vacation pay and/or paid personal days. 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 being selected for testing or otherwise 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 a one-time opportunity to undergo evaluation and rehabilitation in lieu of discharge, provided the employee agrees to all rehabilitation treatment, education, testing and other conditions as set forth in a written Last Chance Rehabilitation and Return to Work Agreement provided by the City and negotiated with the Union. Any employee who violates the terms of the Agreement will be subject to immediate discharge.

The City will consider the following factors in exercising its discretion: the employee's length of service, the employee's work record, the safety-sensitivity of the individual's position, the consequences of the violation, whether the individual's behavior violated any other City policy and any other circumstances offered by the employee that mitigate against discharge.

## Drug & Alcohol Thresholds

### DRUG TESTING

The following initial and confirmatory cutoff levels (using gas chromatography/mass spectrometry (GC/MS) quantitative analysis) shall be used when screening specimens to determine whether they are positive or negative for the following drugs or classes of drugs.

#### Tests Required by DOT for CDL Holders:

<u>Initial Test Analyte</u>	<u>Initial Test Cutoff Concentration<sup>1</sup></u>	<u>Confirmatory Test Analyst</u>	<u>Confirmatory Test Cutoff Concentration</u>
<u>Marijuana metabolites (THCA)</u>	<u>50 ng/mL.....</u>	<u>THCA<sup>1</sup>.....</u>	<u>15 ng/mL</u>
<u>Cocaine metabolites (Benzoyllecgonine).....</u>	<u>150 ng/mL<sup>4</sup>.....</u>	<u>Benzoyllecgonine.....</u>	<u>100 ng/mL</u>
<u>Codeine/Morphine<sup>2</sup>.....</u>	<u>2000 ng/mL.....</u>	<u>Codeine/ Morphine .....</u>	<u>2000 ng/mL</u> <u>2000 ng/mL</u>
<u>Hydrocodone &amp; Hydromorphone<sup>2</sup>.....</u>	<u>300 ng/mL.....</u>	<u>Hydrocodone &amp; Hydromorphone.....</u>	<u>100ng/mL</u>
<u>Oxycodone/Oxymorphone</u>	<u>100 ng/mL.....</u>	<u>Oxycodone/Oxymorphone</u>	<u>100ng/mL</u>
<u>6-Acetylmorphine.....</u>	<u>10 ng/mL.....</u>	<u>6-Acetylmorphine.....</u>	<u>10 ng/mL</u>
<u>Phencyclidine.....</u>	<u>25 ng/mL.....</u>	<u>Phencyclidine.....</u>	<u>25 ng/mL</u>
<u>Amphetamine/ Methamphetamines<sup>3</sup></u>	<u>500 ng/mL.....</u>	<u>Amphetamine.....</u> <u>Methamphetamine.....</u>	<u>250 ng/mL</u>
<u>MDMA/MDA<sup>4</sup>.....</u>	<u>500 ng/mL.....</u>	<u>MDMA/MDA.....</u>	<u>250 ng/mL</u>

<sup>1</sup> For Grouped analytes (*i.e.*, two or more analytes that are in the same drug class and have the same initial test cutoff):

*Immunoassay:* The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not separate immunoassays must be used for the analytes within the group.

*Alternate technology:* either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (*i.e.*, equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>3</sup> Alternate technology (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (*i.e.*, 15 ng/mL for THCA, 100 ng/mL for benzoylecgonine).

<sup>4</sup> Methylenedioxyamphetamine (MDMA).

<sup>5</sup> Methylenedioxyamphetamine (MDA).

These drug and testing levels are intended to be consistent with DOT standards. In the event that DOT testing substances and/or testing cutoff levels change, the above list shall be automatically adjusted to be consistent with DOT standards for employees required to have a CDL for their employment.

### Tests that Apply to Non-CDL Holders:

The same initial and confirmatory cutoff levels shall be used when screening specimens to determine whether employees in non-CDL positions are positive to drugs or classes of drugs. However, for employees in non-CDL positions, a test for marijuana will not be considered “positive” by the City, unless an oral fluids specimen test for THC is reported as positive at the following initial and confirmatory thresholds:

<u>Initial Test Analyte</u>	<u>Initial Test Cutoff Concentration</u>	<u>Confirmatory Test Analyst</u>	<u>Confirmatory Test Cutoff Concentration</u>
Marijuana	4 ng/mL	THC <sup>1</sup>	2 ng/mL

<sup>1</sup> Delta-9-tetrahydrocannabinol (THC) oral fluids testing.

This drug testing cutoff level is intended to be consistent with the level proposed by the DHHS as outlined in the Mandatory Guidelines for Federal Workplace Testing Programs issued May 15, 2015. In the event that cutoff levels for oral fluid testing change under the Mandatory Guidelines for Federal Workplace Testing Programs which are ultimately adopted, this Policy will be automatically adjusted to be consistent with those cutoff levels.

### ALCOHOL TESTING

An employee is considered to be under the influence if their 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 liter of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than .02 are considered negative results.

**APPENDIX E - JOB FAMILIES**

<b>Position</b>		<b>Grade</b>
<b>Public Works</b>	Parks Maintenance Worker I	8
	Public Works Laborer	8
	WPCF Laborer	8
	Public Works Operator I	12
	WPCF Operator I	12
	Facilities Maintenance Tech.	12
	Parks Maintenance Worker II	12
	WPCF Operator II	14
	Public Works Operator II	14
	Parks Maintenance Worker III	14
	Equipment Maintenance Tech 1	15
	Public Works Operator III	16
	WPCF Operator III	16
	Equipment Maintenance Tech 2	17

<b>Position</b>		<b>Grade</b>
	Accounting Tech I (Cashier)	10
	Administrative Assistant	11
	Administrative Specialist-City Hall	11
	Administrative Specialist -Public Works	12
	Accounting Tech II	12
	Municipal Court Clerk	12
	Permit Specialist	13
	Accounting Tech III	14

Position		Grade
<b>Technical Services</b>	Planning Tech	13
	Code Compliance Officer	13
	Recreation Program Mgr.	13
	Engineering Tech	16
	Assistant Planner	17
	GIS Analyst	18
	Information Services Spec.	18
	Building Inspector 1	18
	Engineering Associate	19
	Environmental Specialist	19
	Associate Planner	19
	Building Inspector 2	21
	Economic Development Coordinator	21
	Senior Planner	21
	Civil Engineer	23