

CITY OF SWEET HOME

AND

AFSCME COUNCIL 75 - LOCAL 3337

(General Employees)

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2019 through June 30, 2023

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PREAMBLE

This Agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 - RECOGNITION

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the police, department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, functions and authority connected with, or any way incident to, its statutory responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive rights and functions of the City shall include the rights:

To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.

To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.

To determine the need for a reduction or an increase in the work force.

To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.

To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

To enforce the City's rules and regulations, and any operational procedures and guidelines.

To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension or discharge, or the reasons therefore.

To control the City and department budgets.

To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

ARTICLE 3 - UNION SECURITY

3.1 Representatives The Union will select certain of its agents as Union representatives and certify in writing their names to the City Manager.

3.2 Visits Union Representatives, upon notification to the City Manager, will be allowed to visit the work areas of the employees during work hours, however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded thirty (30) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

3.3 Business The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department head or designee.

3.4 Grievance Meetings and Negotiations Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The union shall certify in writing the names of officers and stewards that would attend such meetings.

3.5 Meetings The Union will be permitted the use of City facilities without charge to hold membership meetings to the same extent as the public use of facility and subject to availability and in accordance with Oregon State law.

3.6 Bulletin Boards Bulletin board space shall be provided the Union for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting and shall not be derogatory or inflammatory in nature.

3.7 Dues The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions.

3.8 Hold Harmless 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 any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City shall coordinate to correct dues collection errors, payroll errors, including the erroneous over/under payment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Workweek and Workday The normal workweek shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. The normal work schedule for "full time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for alternative work schedules will be filled based on operational needs and employee preferences in order of classification seniority. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the PECBA.

4.1 Scheduled Workdays/Work Hours.

- A. Work Shift. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation.
- B. Workday - Changes in work schedules. The City shall provide notice to employees affected and to the Union President at least five (5) business days (excluding weekends) notice except in an emergency as determined by the City, of changes in scheduled work days/ work shifts. In the event notice is required and is not provided within five (5) business days (excluding weekends), the affected employee(s) first shift shall be paid at the overtime rate for their respective position, except when such change is necessitated by an emergency as determined by the City or when an Employee is asked to work in place of an Employee who has given five (5) or less business days of notice, (excluding weekends), that she or he will not be able to work as scheduled, other employees' work schedules may be adjusted to provide coverage with whatever notice is feasible under the

circumstances and with the option for flex scheduling.

C. Flex Scheduling. Requests by employees for work schedules other than their normal schedule and flex time variations to the normal work week will be considered based on operational and staffing needs by the City and employees in a spirit of cooperation and will not be unreasonably denied. Flex time arrangements will adhere to the following:

1. The option to flex hours is voluntary, except under the circumstances in 4.1(B);
2. When the employee and supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
3. The hours actually worked on each day shall be noted accurately on the time sheet or in the payroll system; and,
4. In no case shall flex time be applied to avoid compensation at the overtime rate for hours worked in excess of forty (40) in a workweek, except under the circumstances in 4.1(B).

The consequences of flex time arrangements are that daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate and no premiums will be paid for change made in accordance with this flex time arrangement

D. Special Events. The City may schedule with at least fourteen (14) days' notice overtime required to support a community event permitted by the City and sponsored by an independent organization. The City may schedule employees to support a City sponsored civic event and alter the scheduled workdays of the workweek with at least fourteen (14) days' notice.

4.2 Rest and Meal Periods Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15 minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15 minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15 minute paid rest break, unless otherwise mutually agreed. Any employee who is required to remain at work in excess of his/her regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.

4.3 Overtime All actual work performed by a full time employee in excess of his/her regular work schedule as identified in Article 4.1 above, shall be compensated through the payment of overtime pay at the rate of time and one-half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time employees shall be paid at the overtime rate only for hours worked in excess of ten (10) hours per work day or eight (8) hours per day for unscheduled shifts.

4.4 Form of Compensation Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one half. Compensatory time is accrued at the end of the payroll period at the 1.5 overtime rate. The combined accruals of compensatory time accrued for overtime hours worked and “on-call in lieu” accruals described in Article 4.7 of this agreement shall not exceed eighty (80) hours. Any accrual beyond eighty (80) hours shall be paid. Compensatory time used shall be scheduled with and approved by the Department Head or a designee.

4.5 Callback Premium Callback to work from off-duty status will be compensated by payment for a minimum of two (2) hours at the overtime rate of pay as a callback premium. Employees called back to work may be required to remain in order to accomplish necessary work. Such time including the callback premium may be compensated as compensatory time as described in this Agreement. Callback premium does not apply when an employee is held over at the end of a shift.

4.6 No-Pyramiding In no event shall compensation be received twice for the same hours.

4.7 On Call Employees required to be on-call are deemed waiting to be engaged and therefore on call time is not “hours worked” for overtime computation purposes. During periods of compensated on-call, the employee shall remain within a 45-minute response area of the City, and available to call by cell phone. Employees assigned by the City to on call status will earn one (1) hour for every sixteen (16) hours assigned to be paid as on-call premium computed based on the employee’s base rate of pay and paid in addition to wages earned in the payroll period, or accrued and posted to a separate “on-call in lieu back,” as the employee may elect. The City will distribute on-call assignments equitably among the employees in eligible job classifications who the City determines qualified. City eligibility criteria will be determined based on operational and anticipated emergency needs and requirements.

Employees’ time sheets shall reflect the employee’s election to be paid or accrue on-call in-lieu time, which shall be posted and taken off work at the straight time rate. Ability to earn and accrue on-call in-lieu time is subject to the comp time cap which limits the combined total of on-call and comp time accrual of hours.

4.8 Part-Time. Employees that work less than forty (40) hours but more than twenty (20) hours per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement.

4.9 The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee’s regular work duties and outside of the employee’s regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time or flex time and shall be the employee’s choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

ARTICLE 5 - MILEAGE AND PER DIEM

To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when the employee is required to use a personally owned vehicle to perform their duties or to conduct City business or to travel in connection with City business or required training. All vehicle use will be per city policy.

Meal reimbursements shall be:

- Breakfast \$ 10.00 if gone from the City before 6:00 am. If the establishment offers breakfast, then breakfast is not reimbursable per City policy.
- Lunch \$ 15.00 if gone from the City between 11:00 am and 3:00 pm.
- Dinner \$ 20.00 if gone from the City after 6:00 pm. maximum

Meal reimbursements are taxable unless an employee is away from their home overnight on official city business in accordance with IRC Section 162(a)(2).

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

ARTICLE 6 - COMPENSATION

Employees covered under this Agreement shall receive a one-time cash bonus of \$1,000 on June 30, 2020 and shall not be deemed compensation earned for hours of work during June 2020.

Effective July 1, 2020, salary schedules shall be adjusted in accordance with the compensation study such that wages equal a minimum of 95% of average. Subsequent cost of living adjustments (COLA) shall be equal to that given to non-represented management staff in both salary adjustment and timing.

Effective July 1, 2021 through June 30, 2022, salary schedules shall be adjusted using the annual change in the All US CPI-W for the twelve months of the prior calendar year, not less than 1.25% and not more than 3.25%.

Effective July 1, 2022 through June 30, 2023, salary schedules shall be adjusted using the annual change in the All US CPI-W for the twelve months of the prior calendar year, not less than 1.25% and not more than 3.25%.

The City agrees to complete a compensation study prior to the start of bargaining in 2023.

SALARY SCHEDULE
July 1, 2019-June 30, 2020
(no salary increase)

CLASSIFICATION	A	B	C	D	E
Utility Billing Specialist 1 Court Clerk 1 PW Secretary Office Specialist – Bldg. Dept	2,949	3,096	3,251	3,349	3,449
Maintenance Worker 1 Parks Maintenance 1	2,949	3,096	3,251	3,349	3,449
Court Clerk 2 Utility Billing Specialist 2	3,121	3,277	3,441	3,544	3,650
Accounting Technician Planning Assistant Municipal Maintenance Worker Permit Technician	3,171	3,330	3,496	3,601	3,709
Plant Operator 1 Plant Operator 2	3,358	3,526	3,702	3,813	3,928
Crew Leader - Streets Mechanic	3,606	3,786	3,976	4,095	4,218
Crew Leader – Distribution Crew Leader – Collections Engineering Technician 1	3,619	3,800	3,990	4,110	4,233
Plant Operator 3 Maintenance Lead Worker Engineering Technician 2	3,859	4,052	4,255	4,382	4,514
Library Assistant Code Enforcer	17.03	17.88	18.78	19.34	19.92
Building Inspector Janitor	4,756	4,994	5,243	5,401	5,563
	12.41	13.03	13.68	14.09	14.52

SALARY SCHEDULE
July 1, 2020-June 30, 2021
(COLA TBD)

CLASSIFICATION	A	B	C	D	E
Utility Billing Specialist 1 Court Clerk 1 Office Spec. – Bldg. Dept Maintenance Worker 1 Parks Maintenance 1	2,949	3,096	3,251	3,349	3,449
Library Assistant	17.03	17.88	18.78	19.34	19.92
Municipal Maint. Worker	3,330	3,497	3,671	3,782	3,895
Utility Billing Specialist 2	3,339	3,506	3,681	3,791	3,905
Planning Assistant	3,432	3,603	3,784	3,897	4,014
Court Clerk 2 Communications Specialist	3,483	3,657	3,840	3,955	4,074
Accounting Technician Permit Technician	3,504	3,680	3,864	3,980	4,099
Code Enforcer	3,530	3,707	3,892	4,009	4,129
Crew Leader	3,746	3,933	4,130	4,253	4,381
Crew Leader – Streets	3,758	3,946	4,144	4,268	4,396
Plant Operator 1	3,462	3,635	3,817	3,931	4,409
PW Administrative Assistant	3,814	4,005	4,205	4,331	4,461
Plant Operator 2	3,897	4,092	4,296	4,425	4,558
Mechanic	4,098	4,294	4,508	4,644	4,783
Plant Operator 3	4,262	4,475	4,699	4,840	4,985
Engineering Technician 2	4,438	4,660	4,893	5,040	5,191
Building Inspector	4,756	4,994	5,243	5,401	5,563

6.1 Compensation. If the City levies fail to pass, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.

6.2 Promotions. When an employee is promoted, he/she shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).

6.3 Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive an early merit step increase (not subject to the grievance procedure).

Employees will generally be eligible for step increases on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance. In the event a step increase is denied, the employee may protest the action through the grievance procedure.

Merit increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

6.4 Longevity Merit Pay. City employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) "Longevity Merit Pay" increase above the Step "E" pay scale. This pay is subject to all the provisions of Article 6.4, Schedule Movement and is based upon merit.

6.5 Certification Pay

Public Works employees assigned to perform water distribution and/or wastewater/storm water collection duties and/or Streets/Facilities Maintenance will be eligible effective July 1, 2020 to receive certification pay as follows:

Upon acquiring a ORDEQ or OHD Level 2 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ORDEQ or OHD Level 3 Certification – four percent (4%) of the employee's current step base rate of pay – in lieu of, (not cumulative with) Level 2 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification – three percent (3%) of the employee's current step base rate of pay – in lieu of, (not cumulative with) Level 1 Certification pay.

A Public Works employee who obtains the Oregon Department of Agriculture pesticide public applicator license and one additional endorsement will be paid one percent (1%) of the employee's current step base rate of pay, which shall be paid only to employees regularly assigned to perform pesticide application work.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay.

Crew Leaders are eligible for Direct Responsibility Charge pay upon earning the appropriate qualification in Water Distribution or Wastewater Collection as determined by OHA or DEQ and will be paid as one percent (1%) of the Crew Leader's current base rate of pay.

Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive his/her certification pay beginning the pay period immediately following the month the certificate is provided to the Department Head. Certifications must be kept current and in good standing in order to continue receiving certification pay.

Nothing in this section is intended to affect the agreements concerning who bears the costs of acquiring initial credentials required for job classifications set forth in Article 14.

ARTICLE 7 - HEALTH AND WELFARE

For the remainder of the calendar year 2019, the City will maintain the current health insurance plan and premium cost sharing in effect on January 1, 2019.

The City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

The City will extend to eligible part-time employees the same medical, dental and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

During the remainder of 2019 and through 2023, the City and Union agree to participate in a joint Labor-Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director and an AFSCME representative as an observer) to evaluate other insurance options, select a plan and address cost sharing issues for insurance coverage for the second and third year of this agreement.

In the event the Committee is unable to reach a timely consensus regarding the insurance coverage for the second and third year of this Agreement, the Plan selected for the first year of the Agreement will remain for the remainder of the contract.

ARTICLE 8 - VACATIONS

8.1 Accrual All full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment.

1 month to 4 years 11 months = 96 hours. Accumulated at the rate of 8 hours per month.

5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.

10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.

15 years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

8.2 Maximum Accrual An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of 190 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of 230 hours.

Accrual balances will be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3-Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire twelve (12) months from the month in which the vacation was canceled, if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep him/her under the maximum accrual.

8.3 Scheduling Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, he/she may not exercise seniority of choice of the second, third, etc., vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-quarter (1/4) hour.

8.4 Part-Time Employees Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees will accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

8.5 New Employees New employees shall accumulate vacation leave from date of hire.

8.6 Vacation Cash Out. Employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a forty (40) hour vacation in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.

8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave the City shall meet with the employee to discuss potential financial impacts of the revocation.

ARTICLE 9 - RETIREMENT

The City shall, in accordance with the ICMA retirement plan documents and rules (as of 01/01/2020), contribute on behalf of eligible employees, (12%) of salary contributed to the ICMA Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.

Eligible employees may participate in the City's deferred compensation programs section 457 plan administered by ICMA.

All represented employees shall be vested at fifty percent (50%) after completion of one (1) year of service; seventy-five percent (75%) after completion of two (2) years of service; and one hundred percent (100%) after completion of three (3) years of service.

Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours. Benefits are not provided under the article until after six (6) months of employment with the City.

ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays The following paid holidays will be recognized and observed by the dates so recognized and approved by the City.

New Year's Day	Veterans Day
Presidents Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
The day after Thanksgiving	
(2) Employee personal holidays (10.4)	

10.2 Holiday Pay

- A. Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on a Sunday, the employee's next regularly scheduled workday shall be observed as a

holiday except for employees in continuous operation. When a holiday falls on a regularly scheduled day off, the employee shall observe the holiday on that day which is nearest to the last regularly scheduled workday for the employee.

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

- B. Plant Operators are considered as working in continuous operations. Continuous operation employees shall receive eight (8) hours of additional pay per month in lieu of holidays. Employees who prefer to receive compensatory time off rather than pay may apply to their department head for approval.

10.3 Holiday Work Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City,

Compensation received under this section shall not be pyramided with any other form of compensation.

10.4 Personal Holiday Full-time employees will receive two (2) personal holidays with pay at the employee's regular rate of pay. This holiday may be taken any time during the year but must be coordinated with management to be taken at a time that is convenient to both the employee and to the staffing needs of the department. The personal holiday shall be paid if not taken within the calendar year.

10.5 Part-Time Employees Part-time employees will be compensated for holidays on a pro-rated basis based on their regularly scheduled shift hours. Part-time employees will not be eligible for personal holiday.

ARTICLE 11 - SICK LEAVE

11.1 Accrual Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Employees who work less than full time will accrue a pro-rated amount of sick leave. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.

11.2 Vacation Leave Donation Employees may donate vacation to be used by co-workers, as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and are off work due to catastrophic or chronic illness, hospitalization, operation, or accident or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate. Donations shall be administrated as described in City policy as of 01/01/2020.

11.3 Utilization Employees are eligible for sick leave as defined by law, including but not limited to:

- A. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury, or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits:
 - 1. "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner and the domestic partner's child, sibling, or parent, the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of In loco parentis and the employee's biological adoptive or foster parent, sibling, sibling-in-law or child.
- B. If the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law:
- C. If the employee's place of business is closed or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency:
- D. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official of a licensed health care provider who is primarily responsible for providing health care to the family member.
- E. If the City is required by law to exclude the employee from work for health reasons: or
- F. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

11.4 Utilization Upon Death, Retirement, or Lay-Off Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due to illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an Employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the Employee's death.
- B. Upon an Employee's retirement: A portion of the value of accrued and unused sick leave at retirement, unless the employee is facing discharge, computed by the employee's base wage rate, as specified below. To be eligible for this retirement benefit, the employee shall have met the continuous service years requirement listed below or attained age 55, whichever is less.

- Completion of 20 years continuous City service – 30%
 - Completion of 25 years continuous City service – 40%
 - Completion of 30 years continuous City service – 50%
- C. Upon an Employee's layoff In the event an employee is laid off by the City, the employee shall have one of the following options:
- Receive thirty percent (30%) of unused sick leave in a cash payment at the time of lay-off at the employee's regular rate of pay which shall result in a zero sick leave balance; or
 - Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 21.3, which would only be available to the employee in the event of recall.

11.5 Part-Time Employees Accrued sick leave of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned sick leave and shall be entitled to use the full amount earned. Part-time employees will accrue sick leave on a pro-rated basis based on their paid hours.

11.6 Workers' Compensation Employees are insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.

- A. During periods of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement related to sick leave, STD and LTD, if any, in accordance with DTD and LTD plan documents.
- B. When an employee must take a leave due to a job-related disability, they will receive time loss benefits from the City's worker compensation insurer. The time loss benefit is computed by the workers' compensation insurer, based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
- C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the workers' compensation insurer and the employees net regular salary.
- D. Under no circumstances may an employee use accrued paid leave to exceed the employee's net regular salary. An employee may notify the City that the employee does not

want the leave charged against accrued leave and the employee will remain in time loss and/or other appropriate protected leave status.

- E. While the employee is out on worker's compensation, the employee shall be entitled to accrue full holiday, vacation, sick leave, and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

11.7 Misuse The parties recognize that the ability to attend work regularly and reliably is an essential job function. Misuse of sick leave is grounds for disciplinary action up to and including discharge.

11.8 Medical Verification The City may, as allowed by law, require the Employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their job. The City agrees to pay any costs associated with obtaining medical evaluations and certifications that are not covered by the insurance provided to employees under Article 7. In the event that an Employee uses unpaid leave as provided by OFLA or FMLA, medical verification may be required and obtained in accordance with law.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Leaves of Absence Without Pay - Criteria and Procedure The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and his/her position shall be declared vacant; unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 21.3 – Recall.

12.2 Jury Duty Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.

12.3 Military Leave Military leave shall be granted in accordance with Oregon and Federal law.

12.4 Family and Medical Leave Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.

12.5 Inclement Weather Closure In the event inclement or hazardous conditions which, in the judgement of the City, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices the Employer will publish an announcement by posting on the City's website and social media and attempting to contact each employee via text message or by phone.

Employees may request and the City may grant the use of vacation leave, personal holiday time, leave without pay, or utilization of flex time (in accordance with flex time language in the contract) to cover time lost under these situations.

When in the judgement of the City, inclement or hazardous conditions require the closing offices or facilities prior to the beginning of the normal work shift, employees who report to work prior to the decision to close the office of facility shall be paid for the remainder of the shift.

If an employee chooses to remain home during an inclement weather event and the City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, with the Department Head's permission, make up lost time due to inclement weather by working additional hours within the said pay period, provided that such adjusted work schedule does not result in additional overtime payments.

12.6 Compassionate Leave In the event of a death in the immediate family of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. Immediate family shall be any person defined within FMLA and/or OFLA expectations as a qualifying "family member" including the following: spouse, parent, child, siblings, grandparent, step parent, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

ARTICLE 13 - UNIFORMS AND EQUIPMENT

Required uniforms and equipment will be furnished by the City to employees. Repair or replacement through ordinary wear and tear will be at the City expense.

The City will also furnish at no cost to the employee all required safety equipment as well as approved boots/shoes, gloves, rain gear and an insulated jacket, and other items deemed appropriate by the City, which will be maintained or replaced when necessary as determined by the Department Head or designee.

City furnished safety equipment and uniform items will be provided and used exclusively on duty and shall be designated as inappropriate for off-duty wear.

The City may provide cell phone(s) (or other relevant communication device) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee issued cell phone or relevant device shall be responsible for and use them according to established City policy and government ethics and public records requirements.

ARTICLE 14 - EDUCATION AND TRAINING

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City encourages and provides training and education for employees based on the availability of funds and operational necessity and priorities education and training opportunities and City policies.

14.1 Required Education/Training.

- A. All costs of initially acquiring required credentials of a job classification shall be borne by the employee.
- B. All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the job classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs reimbursement in amounts consistent with City policy.
- C. Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, or compensatory time, or offset as flex time on an hour for hour basis within the same workweek, at the employee's discretion.

14.2 In-service Training The City encourages "In-service" training by utilizing the training skills and resources of City employees, trainers with relevant expertise, video/audio tapes, and other resources available.

14.3 Professional Conferences The City will pay for the registration, meals, lodging and related expenses for an employee to attend pre-approved conferences directly related to the employee's job duties, subject to availability of budgeted funds with authorization by the Department Head. Travel time and time at conference constituting "hours worked" as defined by the FSLA shall be compensated in accordance with Article 14.1c of this Agreement.

14.4 Training Time Which Need Not Be Compensable The City encourages employees to take advantage of continuing education, conferences and training activities outside of the city, which may be beneficial to the employee and his/her career development, job knowledge and productivity and not otherwise identified in this Article. An employee may initiate a request to attend trainings which is not sponsored, and which is not provided by the City. In the case of such an employee request, which is strictly voluntary, the employee and the city may agree to any mutually acceptable arrangement in order that the

employee may attend the training. Such arrangements may consist of any combination of city paid expenses, employee paid expenses, partial expense reimbursement, partial travel reimbursement, and treatment of hours of travel and training attendance as hours worked, leave accruals or unpaid leave or offsetting flex time, without incurring overtime expenses.

- 14.5 Higher Education Opportunities The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhance an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an Employee, the City will provide reimbursement for college level courses, up to a maximum of 6 credits per term, offered by institutions of higher education in the State of Oregon.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended, and the City Manager approved, the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase has been approved by the employee's supervisor and books become the property of the City. The City will not pay for any higher educational courses or training in advance.

ARTICLE 15 - SAFETY

The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of four (4) management representatives designated by the City and one (1) bargaining unit representative from each City facility.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

ARTICLE 16 - FILLING OF VACANCIES

Procedures to fill job openings shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities of two bargaining unit employees competing for the same opportunity are deemed equal, as determined solely by the City in its discretion, bargaining unit seniority will generally be the determining selection factor.

Job openings and promotion or transfer opportunities shall be posted in house for two weeks and may be advertised as the City elects. Internal applicants will be considered before consideration is given to external applicants. Internal candidates qualified by virtue of the posted job description will be afforded an interview prior to interviews of external applicants.

With promotional and transfer probation, in the event the employee or City determines that the employee is not performing satisfactorily in the new position, then the employee may return to his/her former or lower classification position for which the employee is qualified based upon related skills and knowledge testing only if it is vacant and the employee has remained in good standing.

ARTICLE 17 - WORKING OUT OF CLASS

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work "Out of Class" as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee's signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

17.1 Employee-initiated out of class work: The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and properly trained employee be assigned "Out of Class" work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all "Out of Class" work shall be made by City in its sole discretion.

ARTICLE 18 - JOB DESCRIPTION

When a bargaining unit job description is revised and the qualifications, responsibilities and/or complexity of the job are meaningfully increased, employee(s) and the Union Council Representative shall be provided the revised position description and afforded an opportunity to bargain a salary adjustment upon request which adjustment, if any, shall be effective retroactively to the effective day of the reclassification.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline and Discharge No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

19.2 Investigation/Due Process The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At his/her request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

19.3 Just Cause Standards For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation;

The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 21.5.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Resolution Process The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor and the affected employee, with or without a Union Representative, shall

informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

A description and date of the circumstances that led up to or are the cause for the grievance;

A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;

The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and

A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), notify the management team they are proceeding to arbitration and shall

simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within fourteen (14) workdays of the receipt of the list of arbitrators, or otherwise if the parties agree, the parties will select an arbitrator from the list by alternately striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. A date for arbitration must be set within twenty-one (21) days of the date of selection of the arbitrator. If not by the parties collaboratively, then by either party and the selected arbitrator jointly unless the parties otherwise agree.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to interpreting and enforcing this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

20.2 Time Limits All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included. The parties may agree in writing to extend or shorten any time period specified in this Article.

ARTICLE 21 - SENIORITY

21.1 Definition City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous

length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 21.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

21.2 Reduction in Force If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

21.3 Recall Any employee covered by this Agreement who may be

on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

21.4 Notice It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

21.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

21.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

21.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

21.8 Process The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain

notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.

ARTICLE 22 - STRIKES

22.1 No Strike 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, or slowdown, picketing, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

22.2 Union Obligation In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 22.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

22.3 Lockout There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

ARTICLE 23 - PERSONNEL RECORDS

23.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file at a mutually convenient time upon request. Employees may receive a copy of their personnel file in accordance with ORS 652.750.

23.2 Grievances No grievance material shall be kept in employee personnel files after the grievance has been resolved excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.

23.3 Signature Requirement No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record.

23.4 Written Responses If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein. This response shall be included as part of their personnel file until the material is removed.

23.5 Other Inclusions The City may, at its option, include favorable materials in an employee's file that are related to his/her duties. Employees shall be treated equally and requests shall not be unreasonably denied.

23.6 Removal The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations, but may be used to establish forewarning or for litigation defense.

ARTICLE 24 - SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

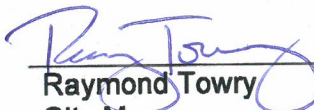
ARTICLE 25 - TERM OF AGREEMENT

25.1 Term This Agreement shall be effective on July 1, 2019, and shall remain in full force and effect until June 30, 2023.


25.2 Renewal This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

CITY OF SWEET HOME

AFSCME COUNCIL 75

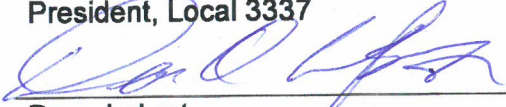
 02 SEPT 2020

Raymond Towry
City Manager



Tim Riley
President, Local 3337

C. Akin Blitz
Of Counsel, City Labor
Representative/Negotiator



Dean Lebret
Treasurer, Local 3337

Date



Laci Hegge
Local 3337



Connie DeBusschere
Local 3337



Molly Laycock
Local 3337



Randy Ridderbusch
AFSCME Council 75 Representative



Aug 14, 2020
Date

APPENDIX A

Introduction

The City of Sweet Home has a strong commitment to providing a safe workplace for its employees, and to establishing programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

Prohibited Conduct

The following conduct is strictly prohibited:

- A. Buying, selling, transporting distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
- B. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set for in the Department of Transportation "DOT" regulations.

The rules governing reporting to work with prescribed medication present in the body are set forth below:

- A. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense to the extent it impacts the employee's ability to perform his/her job. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the City Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
- B. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing.
- C. Giving false, diluted, or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
- D. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

“Drugs” refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

Mandatory Testing

The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol where:

- A. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.
- B. Reasonable suspicion shall be defined as suspicion based on observations by qualified management employees who can describe the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy. Except in emergency circumstances, said management employees shall be accompanied by an equally trained Union representative employed by the City when assessing reasonable suspicion. The City will select and fully pay for, a training program to qualify management employees and Union representatives to determine if a reasonable suspicion exists in a given instance.
 - i. The City will prepare an incident report describing the circumstances that prompted the request for an alcohol and/or drug test which will be made available to the employee and/or the Union upon request.
 - ii. In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.
- C. An employee is involved in any work-related accident which results in death or bodily injury to the employee, a coworker or another person or which results in any property damage beyond damage determined by the City to be more than trivial (de minimis). In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.
- D. Required by DOT or other applicable laws or regulations.
- E. Required pursuant to a rehabilitation agreement imposed by the City.

Prescribed Medication

Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job. This report may be a general description of the treatment. The name of the drug is not required.

Searches

The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions carried into the workplace or brought onto City property. If the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. If the employee desires, he/she may request that a union representative be present during a search of the employee's personal belongings. The city will not request or require any employee to submit to a search of his/her body.

Safeguards

All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and the Department of Transportation. Positive drug test results will be reported to the City Manager. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies which are not covered by the group insurance policy.

Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

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 and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient rehabilitation treatment as recommended by the rehabilitation counselors.

The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be subject to immediate discharge, irrespective of such dependencies.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family and Medical Leave Act.

In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.