

RESOLUTION NO. 1845

**A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF WILSONVILLE AND OPEU/SEIU LOCAL #926.**

WHEREAS, the City of Wilsonville and the OPEU/SEIU Local #926 have negotiated a three-year collective bargaining agreement effective July 1, 2003.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:


1. The City Manager is authorized on behalf of the City to enter into a three-year collective bargaining agreement with OPEU/SEIU Local #926, effective July 1, 2003, which will expire on June 30, 2006. A copy of the agreement has been marked Exhibit A, and is attached and incorporated by reference herein.
2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of August, 2003, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:
Mayor Lehan Yes
Councilor Helser Yes
Councilor Kirk Yes
Councilor Holt Yes
Councilor Scott-Tabb Yes



Expiration – June 30, 2006

TABLE OF CONTENTS

PREAMBLE	1	ARTICLE 13 – HOLIDAY	14
ARTICLE 1 – RECOGNITION	1	13.1 Holiday Observed	14
1.1 Union Recognition	1	13.2 Holidays Falling on Scheduled Days Off	14
1.2 Covered Employees	1	13.3 Holidays During Leave	14
1.3 Employee Descriptions	1	13.4 Holiday Pay	14
1.4 New Classifications	2	13.5 Holiday Work	14
ARTICLE 2 – NON-DISCRIMINATION	2	ARTICLE 14 – VACATION	15
ARTICLE 3 – MANAGEMENT RIGHTS	2	14.1 Accrual	15
ARTICLE 4 – UNION SECURITY	2	14.2 Eligibility	15
4.1 Checkoff	2	14.3 Maximum Accrual	15
4.2 Fair Share	2	14.4 Scheduling	15
4.3 Religious Objection	3	14.5 Pay Upon Separation	15
ARTICLE 5 – UNION BUSINESS	3	14.6 Vacation Cancellation	15
5.1 Representatives	3	14.7 Vacation Transfer	15
5.2 Access	3	ARTICLE 15 – SICK LEAVE	16
5.3 Union Leave	3	15.1 Accrual	16
5.4 Bulletin Board	3	15.2 Utilization	16
5.5 Collective Bargaining Activities	3	15.3 Notification	16
ARTICLE 6 – HOURS OF WORK	3	15.4 Use of Other Accrued Leave	16
6.1 Workweek	3	15.5 Family Medical Leave	16
6.2 Regular Work Schedule	3	15.6 Transfer	16
6.3 Flexible Work Schedule	4	15.7 Required Leave	16
6.4 Work Schedules	4	15.8 Return to Work	16
6.5 Rest and Meal Periods	4	15.9 Long Term Disability Insurance	16
6.6 Work Hours Generally	5	ARTICLE 16 – EDUCATIONAL OPPORTUNITIES	17
ARTICLE 7 – OVERTIME	5	16.1 Tuition Reimbursement	17
7.1 Definition	5	16.2 Leave and Expenses	17
7.2 Waiver	5	16.3 Work Related Courses	17
7.3 Assignment	5	16.4 Cost of Textbooks	17
7.4 Form of Compensation	5	ARTICLE 17 – OTHER LEAVES	18
7.5 Pyramiding	5	17.1 Criteria and Procedure	18
7.6 Payment Upon Termination	5	17.2 Approval	18
7.7 Callback	5	17.3 Termination of Leave	18
7.8 Standby	6	17.4 Employee Status	18
ARTICLE 8 – SPECIAL ALLOWANCES	6	17.5 Bereavement Leave	18
8.1 Use of Personal Vehicle	6	17.6 Voting	18
8.2 Licenses	6	17.7 Witness and/or Jury Duty	18
8.3 Safety Equipment	7	17.8 Military	18
8.4 Clothing	7	17.9 Inclement Weather	19
8.5 Physical Examination	7	ARTICLE 18 – DISCIPLINE	19
8.6 Tool Allowance	8	18.1 Discipline and Discharge	19
ARTICLE 9 – PROBATIONARY PERIOD	8	18.2 Probationary Employee	19
9.1 Original Appointments	8	18.3 Imposition	19
9.2 Promotional	8	18.4 Representation Rights	19
ARTICLE 10 – GENERAL PROVISIONS	9	18.5 Due Process	19
10.1 Seniority	9	18.6 Just Cause Standards	19
10.2 Outside Employment	9	18.7 Notice of Discipline	20
10.3 Contracting Out	9	ARTICLE 19 – SETTLEMENT OF DISPUTES	20
10.4 Health and Safety	10	19.1 Procedure	20
10.5 Job Vacancies	10	19.2 Time Limits	22
10.6 Physician Certification	10	ARTICLE 20 – PERSONNEL RECORDS	22
10.7 Labor/Management Meetings	10	20.1 Access	22
10.8 New Transit Procedures	10	20.2 Disciplinary Records	22
ARTICLE 11 – REDUCTIONS IN FORCE	11	20.3 File Purging	22
11.1 Layoff	11	20.4 Signature Requirement	22
11.2 Recall	11	ARTICLE 21 – STRIKES	22
11.3 Notice	11	21.1 Prohibition	22
ARTICLE 12 – COMPENSATION	12	21.2 Union Obligation	23
12.1 Wages	12	21.3 Lockout	23
12.2 Step Increases	12	ARTICLE 22 – SAVING CLAUSE	23
12.3 Workers' Compensation	12	ARTICLE 23 – STATUS OF AGREEMENT	23
12.4 Insurance	12	23.1 Complete Agreement	23
12.5 Retirement	13	23.2 Amendments	23
12.6 Work Out of Classification	13	ARTICLE 24 – TERM OF AGREEMENT	24
12.7 Promotion	13	ATTACHMENT – OPEU COMPENSATION PLAN	
12.8 Reclassification	13		
12.9 Relief/Extra Board	13		

PREAMBLE

This Agreement is entered into between the City of Wilsonville, hereinafter referred to as the "City", and the Oregon Public Employees Union, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 Union Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this collective bargaining agreement.

1.2 Covered Employees. All employees of the City of Wilsonville, excluding supervisory and confidential employees as defined by ORS 243.650 (6) and (23), and interns and/or students. Grant funded position will generally be included in the bargaining unit except as mutually agreed by the City and the Union to exclude. The City and the Union will discuss status of a grant position prior to filling the position.

In the event a bargaining unit employee moves to fill a grant funded position, the employee will be entitled to return to their former position.

1.3 Employee Descriptions. Regular Full-Time employees shall be defined as employees who are regularly scheduled to work 40 hours a week.

Regular Part-Time employees shall be defined as employees who are regularly scheduled to work 20 or more hours per week. These employees shall receive all benefits provided under this contract on a prorated basis as determined by their actual hours worked.

The City may schedule a less than 20 hour employee to work more than 20 hours in a given week without paying pro-rata benefits to allow for vacation relief, sick leave relief or emergency situations, but in no case shall employees be worked in excess of 20 hours per week for more than 4 consecutive weeks, or if not consecutive, for an average of more than 20 hours per week in three consecutive pay periods without receiving pro-rata benefits. The pro-ration of benefits will begin upon the conclusion of the applicable 4 week or three month period so long as additional hours above 20 hours per week continue to be assigned.

Less than ½ time employees shall be defined as employees who are scheduled to work less than 20 hours per week. These employees shall not be entitled to any accrual of benefits except that any employee who is required to work on a recognized holiday will be compensated at time and one-half for all hours worked on the holiday.

Seasonal or Temporary employees shall be defined as employees who are hired to work for 1040 hours or less. These employees shall not be entitled to any accrual of benefits except that any employee who is required to work on a recognized holiday will be compensated time and one-half for all hours worked on the holiday.

The parties understand that if a seasonal or temporary employee works in excess of 1040 hours the employee shall then be considered a regular status employee, but would still be subject to the regular probationary period.

1.4 New Classifications. Whenever the City develops a new classification, they shall develop a job description for the position and assign a wage rate. Once this procedure is completed the City shall notify the Union in writing. In the event the Union does not agree with the assigned wage rate, the Union shall notify the City within 30 days and the parties shall negotiate over the wage rate. The City shall not be precluded from filling the position during negotiations.

ARTICLE 2 NON-DISCRIMINATION

There shall be no discrimination by the employer against any employee because of age, race, national origin, sex or religion and the provisions of this agreement shall be applied without discrimination to all employees.

ARTICLE 3 MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgement and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; 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, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to sub-contract or contract projects or works it deems appropriate. Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the Status of Agreement article contained herein is satisfied. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 Checkoff. The City agrees to deduct the uniformly required union membership dues and other authorized fees, contributions or assessments once each month from the pay of those employees who have authorized such deductions in writing.

4.2 Fair Share. Fair share shall be deducted from the wages of nonmember employees in accordance with ORS 243.666(1) and 243.672(1)(c). Fair share deductions shall be made for the month in which the employee was hired. The aggregate deductions of all fair share payers shall be remitted

together with an "itemized reconciliation" to the Union no later than the 5th working day of the month following the month for which the fair share deductions were made.

4.3 Religious Objection. Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the City within 15 calendar days of the time dues or fair share payment would have been taken out of the employee's paycheck. The City shall, within 15 calendar days of its receipt, send a copy of such certification to the Union. If an employee fails to provide certification to the City by the 15th day, the City shall resume dues or fair share deductions until such notice is provided.

ARTICLE 5 **UNION BUSINESS**

5.1 Representatives. The Union will notify the City, in writing, of the names of its representatives.

5.2 Access. Representatives of the Union shall have reasonable access to the City's facilities to visit employees when necessary during working hours. Notice of such visits to non-public areas shall be given to the department head and the visits shall be conducted in a way that minimizes any work disruption.

A union steward shall be granted reasonable time off and access to employee work locations during working hours to process grievances through the arbitration step.

5.3 Union Leave. Subject to reasonable operational requirements of the City, official Union delegates and members of the Union Board of Directors shall be allowed to use accumulated leave time (other than sick leave) or leave of absence without pay at their request to attend the Union's semi-annual General Council.

5.4 Bulletin Board. Bulletin board space in each building of the City shall be provided the Union for the posting of meeting notices and other information directly related to the union affairs of the employees covered by this contract.

5.5 Collective Bargaining Activities. The City will allow up to four employees off, without loss of pay, for the purpose of collective bargaining.

ARTICLE 6 **HOURS OF WORK**

6.1 Workweek. The workweek shall begin on Sunday and end on Saturday.

6.2 Regular Work Schedule. The regular schedule for regular full-time employees shall consist of five (5) consecutive eight (8) hour days in a workweek in addition to an unpaid meal period.

Based on specific bona fide operational needs, the City may assign a work schedule that has a break in consecutive hours or days. If an assignment to a non-consecutive work schedule becomes necessary, the affected employee/s shall meet with their supervisor and may suggest alternatives. Once the work schedule change is made, employees will be given an opportunity to bid for the schedule based on their seniority. The parties have adopted this provision for the purpose of encouraging full-time employment while accommodating the operational needs of the City. However, this section is not intended to create any obligation of the City to guarantee any level of work hours or days.

6.3 Flexible Work Schedule. A flexible work schedule is a schedule which varies from an eight (8) hour work day and/or varies in consecutive days worked. Examples of flexible schedules now being used by the City are:

Four (4) – ten (10) hour days

Eight (8), nine (9) hour days and one (1), eight (8) hour day in a two (2) week period (36/44).

An employee requesting authorization to work a flexible work schedule shall have that request accommodated whenever reasonably possible.

Annotation: This section was changed in 2003, to clarify the current flexible schedules being utilized and to update the City's position regarding flexible schedules. The parties also felt it was important to clarify how "whenever reasonably possible" is defined. The parties agreed the measurement for this term is based on operational and service requirements.

6.4 Work Schedules. Except in an emergency and for the duration thereof, work schedule changes shall be posted 10 working days in advance, and discussed with the Union upon request, but such discussions are not a precondition to implementing the changes.

An emergency shall be defined as a situation beyond the City's control that requires a schedule change to meet operational needs, e.g., impact of inclement weather, natural disasters, illness or injury.

Whenever a work schedule change is made that is not a result of an emergency or mutually agreed between the employee and his/her supervisor and 10 days notice is not given, the employee shall be compensated at the overtime rate for all hours worked outside the regular schedule until the notice requirement is met. Additional hours may be offered to part-time employees without notice and such increase in their schedule shall not be considered a schedule change.

Each department may develop policy for emergency situations.

6.5 Rest and Meal Periods. All employees working more than five (5) consecutive hours in any workday shall receive at least a one-half hour unpaid lunch break and a 15 minute paid break during each four (4) consecutive hour work period. Part-time employees working at least four (4) hours in a workday shall receive a ten (10) minute paid break period. Employees who already have longer lunch periods by prior arrangement shall not have those lunch periods reduced.

For the purpose of **part-time transit drivers**, when working more than six (6) consecutive hours in any workday they shall receive at least a one-half hour unpaid lunch break.

All **full-time transit drivers** will be entitled to one (1) 15 minute paid break or two (2) ten minute paid breaks each half shift depending on operational necessity.

Annotation: In 2003, the parties discussed this section's application to State law and concerns about breaks being combined with an unpaid lunch. The City determined there were no associated risk management issues with this practice. Based on this, the parties have agreed to continue to allow the practice of combining breaks and lunch based on mutual agreement of the employee and his/her supervisor or manager. The parties also agreed that paid breaks cannot be used at the end of the shift to leave early.

6.6 Work Hours Generally. The purpose of this article is to provide general guidelines for work hours and schedule changes.

ARTICLE 7 **OVERTIME**

7.1 Definition. For employees working a regular schedule, overtime shall be compensated for time worked in excess of eight (8) hours in any one day and shall be compensated at a rate of one and one-half (1-½) times the employee's regular rate of pay.

Overtime shall be computed to the nearest 15 minutes, either way. Personal clean-up time shall count for purposes of overtime compensation.

7.2 Waiver. The parties agree that the provisions of ORS 279.340 shall be waived and overtime will be paid for all hours worked in a workweek in excess of 40 hours for all employees who voluntarily agree to accept such waiver. The Union has obtained NLRB certification to adopt the Section 7 (b) (1) exemption provided for in the Fair Labor Standards Act.

7.3 Assignment. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. However, the City shall first assign overtime to qualified bargaining unit volunteers when available. The City shall equally offer overtime assignments among those bargaining unit employees in the department who volunteer for the time and are qualified to perform the necessary work. Overtime work normally performed by bargaining unit members shall not be assigned to non-bargaining unit employees when qualified bargaining unit members are available.

Relief/Extra Board drivers are hired for the purpose of minimizing overtime liability. The above paragraph will not apply when relief/extra drivers are available or to holdover assignments.

7.4 Form of Compensation. The employee shall have the option to receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1-½) times the normal rate. Compensatory time shall not accrue beyond 40 hours. This section shall not preclude the parties from mutually agreeing to exceed the cap up to 240 hours.

7.5 Pyramiding. There shall be no pyramiding of overtime. Time for which overtime or premium compensation may be paid under any provision of this Agreement shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other provision, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

7.6 Payment Upon Termination. Upon termination of employment, an employee shall be paid for unused compensatory time at the employee's final regular rate of pay.

7.7 Callback. Employees called back to work outside their work hours shall be compensated with a minimum three (3) hours of overtime. This callback shall not apply if an employee is called back

within three (3) hours of the beginning of his/her shift. Callback will apply on an employee's regular day off if overtime is not scheduled in a single block of time. As provided above in 7.5 Pyramiding, the City will not be required to compensate an employee twice for the same hours. Specifically, an employee called back more than once in a three (3) hour period shall only receive compensation for one callback. For example, one callback shall apply if an employee is called back two or more times between 8:00 pm and 11:00 pm. However, if the last callback takes the employee beyond 11:00 pm, the hours that go beyond shall be compensated at the normal overtime rate.

Annotation: This section was modified in 2003, to clear up risk management issues related to an employee traveling to and from work on City time. With this change the parties clarified that an employee is not on City time until they arrive at work and are off City time when their work is completed. Additionally, clarification was added to qualify scheduled overtime as callback if the City fails to schedule the time in a single block.

7.8 Standby. The City will maintain its voluntary system for standby. However, if there are no volunteers, management will be responsible to carry the pager if available. However, if management is unavailable, the City may require employees to be on standby on a rotational basis.

Employees who carry pager units for one week will be compensated at the rate of eight (8) hours straight time for each seven (7) day assignment. If a holiday falls during the week on pager duty, the employee will be compensated at the rate of 12 hours straight time for that week. Employees may trade days within their week with other qualified employees. Employees that are placed on standby for less than a week will be compensated on a prorated basis.

No overtime shall be paid unless the employee is required to return to work.

ARTICLE 8 **SPECIAL ALLOWANCES**

8.1 Use of Personal Vehicle. Whenever an employee is authorized to use a personal vehicle in the performance of official City duties, the employee shall be compensated at the rate established by the IRS as the maximum allowable rate for business travel. All mileage compensated shall be as a result of authorized personal vehicle use. "Authorized" means approved by the employee's Department Head or the City Manager/designee.

The City will verify and announce the allowable IRS rate as of January 1 of each year.

Employees who are required to use a personal vehicle for City use must provide proof of insurance as required by state statute when requested by the City.

8.2 Licenses. The City shall pay the fees associated with obtaining and maintaining a SMV/CDL license, when required by the City to perform the duties of an employee's job excluding the regular driver's license.

The City will continue to maintain required certificates, licenses and memberships at no cost to employees. In the case of a required CDL, the City will pay the associated fees for obtaining and maintaining the license for any cost above that of maintaining a regular driver's license. The City will offer opportunities for desired certificates, licenses and memberships on an available funds basis. Whenever an employee can obtain or retain a higher certification that is pertinent to their job, the City will maintain that higher level of certification so long as there is no additional cost to the City and certification of the same nature at a lower level is a requirement of his/her job.

Funds permitting, employees who have current job related certifications, licenses, or memberships will receive first priority for maintaining these and then employees interested in obtaining job-related certifications, licenses or memberships will be allowed to receive opportunity for licenses, memberships or certifications based on a rotational system beginning with the most senior of those who volunteer.

Employees who voluntarily transfer or are promoted to another classification that has a requirement for certifications or licenses may be required to cover the cost of obtaining those certifications or licenses.

8.3 Safety Equipment. The City shall provide required safety equipment as defined below and the City will replace this equipment as necessitated by wear and tear on the job.

Hard hats, steel-toe boots, gloves (rubber and regular), vests (safety and surveyor's), rubber boots, rain gear, safety glasses, coveralls/pants/shirts/jackets (laundry service for plant operations), hearing protection, lab coats, masks and respirators.

8.4 Clothing. The City will provide clothing and reimbursements as provided below:

Insulated coveralls as needed.

Shirts - Transit (3, *Relief* - 2), Operations (5), Stormwater Tech (5), Industrial Pretreatment Tech (5)

Uniform Pants - Transit (3, *Relief* - 2)

Jeans - Operations (\$160), Stormwater Tech (\$160), Industrial Pretreatment Tech (\$160). This is a reimbursement based on receipts and is a maximum amount annually (fiscal year).

Jackets - 1 jacket each for: Transit, Planners, Engineering Inspectors, Building Inspectors.

1 Spring and 1 Winter jacket for: Stormwater Tech, Industrial Pretreatment Tech, and Operations

Clothing and laundry service will be provided as follows:

Wastewater - Jackets, shirts, pants, labcoat, standard coveralls

Engineering - Standard coveralls

Fleet - Shirts, pants, standard coveralls

Where no monetary allowance is provided, employees will be required to turn in clothing and will receive new clothes on an as needed basis.

8.5 Physical Examination. When an employee is required by the City to undergo a physical exam, the City shall bear the expense. Employees shall, at their option, be entitled to payment in advance, or direct billing by the health provider to the City.

8.6 Tool Allowance. Effective July 1, 2003, the tool allowance for Mechanics was incorporated into the salary schedule.

ARTICLE 9 PROBATIONARY PERIOD

9.1 Original Appointments. All original appointments, including temporary appointments¹, shall be tentative and subject to a probationary period of not more than six (6) consecutive months from the date of initial employment, except that employees hired as less than ½ time will remain on probation for 1040 hours. Employees hired as less than ½ time will receive an increase in pay at the completion of their probation and at 2080 hours from their date of hire. In the event the probationary period for full time employees is interrupted, it may be extended by the period of the interruption, but not to exceed six months total.

In cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended by mutual Agreement; however, no probationary period shall be extended beyond 12 months. The employee shall be notified in writing of any extension and the reasons thereof.

During the initial probationary period, the employee shall not be eligible for vacation benefits, but shall earn vacation credit to be taken at a later date.

During the initial probationary period the employee shall accrue and be eligible to use sick leave.

Probationary employees may be terminated or disciplined for any reason, and such action shall not constitute a violation of this contract, nor be subject to the grievance procedure.

Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the Personnel Action form.

9.2 Promotional. Current non-probationary employees who are successful in their bid for a job vacancy in the bargaining unit, will serve a six (6) month probationary period for the sole purpose of determining whether the employee can perform the duties of the higher job. If the employee is unable to perform the higher level duties, he/she shall be entitled to return to his/her former job with all seniority and benefits.

In the event the promotional opportunity is outside of the bargaining unit, the employee will have a right to return to the bargaining unit if their failure to make probation within six months is for anything other than disciplinary reasons. Time spent outside the bargaining unit will not accrue toward bargaining unit seniority.

Annotation: Promotion is defined as an upward movement in the City that is not a result of a reclassification.

ARTICLE 10

¹ A temporary employee who achieves regular status by working more than 1040 hours will still be subject to the normal probationary period as defined in Article I - Recognition.

GENERAL PROVISIONS

10.1 Seniority. For the purpose of the Agreement, seniority shall be defined as an employee's length of service within the bargaining unit from the last date of hire with the City except as provided below. The City shall provide the Union with a seniority list annually.

In the event two (2) or more full-time employees are hired into the bargaining unit on the same date, seniority ranking shall be determined by the flip of a coin. Part-time employees shall accrue seniority on actual hours worked, less any overtime or comp time hours (2080 hours equals one year).

If an employee has a break in service for a voluntary reason and returns to employment within 12 months of the break in service, all previous seniority and rates of vacation accrual shall be restored.

Seniority shall be terminated if an employee:

- a) Resigns for voluntary reasons and does not return within 12 months.
- b) Is discharged or resigns in lieu of disciplinary action.
- c) Is laid off and fails to respond to written notice provided in Article 11.
- d) Is laid off work for a period of time greater than three (3) years.
- e) Is retired.

Seniority shall not be affected by an employee's parental leave of absence without pay

Annotation: This section was changed in 2003 to redefine seniority on the basis of time in the bargaining unit, which includes all time outside management prior to the recognition of the Union in 1990. It was agreed seniority and anniversary dates will be changed depending on when employees change from part-time to full-time employment or vice versa. Part-time hours will be converted to an equivalent amount of time to credit full-time service. When making this conversion, the City will utilize 2080 as annual hours to make one (1) year and 173.33 to equal one month. Any hours less than 173.33 will be rounded to the nearest whole day. One half day will be rounded up. Subsection d) was changed to three (3) years from 24 months to make this section consistent with 11.2 Recall.

10.2 Outside Employment. Notice of outside employment while an employee of the City shall be given to the City Manager. The City reserves the right to require termination of that employment when it:

- a) Proves incompatible with the employee's City work schedule;
- b) Detracts from the efficiency of the employee in his/her City work; or
- c) Results in a conflict of interest.

10.3 Contracting Out. The City shall notify the Local Union President/designee no less than 45 days prior to the issuance of any request for proposals or consideration of proposals to contract out work performed by bargaining unit employees. The Union shall have 30 days from the receipt of such notice to request bargaining over the effects of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall enter into bargaining pursuant to ORS 243.650-776. In any event, the Union shall be given the opportunity to discuss alternatives with the City.

For the purpose of this article, bargaining shall only be required if the decision to contract out work will create a job loss or work curtailment for current bargaining unit employees. In the event of a bona fide emergency, notice may be less than 45 days.

Annotation: In 2003, the parties clarified that this section requires the City to give the Union notice when a contracting issue arises and the City does a request for proposals or consideration for proposals. The purpose of this notice will afford the parties the opportunity to have discussion regarding bargaining unit work, potential alternatives, job loss or work curtailment and the necessity for bargaining, if required.

10.4 Health and Safety. The City policy shall be applicable for all employees. The bargaining unit shall be allowed to select their own members for the committee and representatives shall come from different work areas.

Reference to discipline in the policy may only be applied in accordance with the standard set forth in this Agreement.

10.5 Job Vacancies. The City agrees to post all job openings within the bargaining unit on departmental bulletin boards for five workdays prior to any other recruitment process occurring (unless otherwise mutually agreed by the City and Local President/designee), except that temporary positions may be filled without such notice if deemed necessary by the City. A copy of all postings will be delivered to the Local President /designee at time of posting.

Current employees will be given first opportunity to apply for promotional opportunities in the bargaining unit. In this instance, employees will be notified of the opportunity by a posting of the job announcement on departmental bulletin boards for at least five workdays prior to the City's decision whether or not to open the recruitment to outside applicants. In the event the City decides to open the recruitment to outside applicants, the City will notify each internal applicant of the reason(s) for the decision. Regardless of whether or not the City requests outside applicants, all qualified employees will be given an opportunity to interview and full consideration for the position should they participate in an interview. Applicants that are not selected for promotion will be given an opportunity to discuss how they can become a stronger candidate and the reasons for the decision.

10.6 Physician Certification. The City may require an employee to see a physician of the City's choosing whenever it objectively believes the employee may be unable to safely perform their job. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union President/designee and place the employee on paid administrative leave until the employee can be examined. The City will be required to pay the employee for the time spent traveling to and from the doctor if outside of the administrative leave time and will pay mileage.

The City agrees to seek input from the Union regarding the selecting of physicians for the purposes specified above.

10.7 Labor/Management Meetings. The parties will meet regularly to discuss labor management issues regarding the administration of this contract or other issues of concern.

The parties will develop and jointly participate in a two (2) hour training program for all employees regarding changes to the contract. This training shall occur within 60 days of implementation of the contract.

10.8 New Transit Procedures. Whenever a new procedure is developed or a change is made to an existing procedure, the City will provide a copy to the Union President for review prior to implementation. The City may implement the procedure, however, in the event it is determined to be a mandatory subject of bargaining and the Union makes a demand to bargain, the City will complete the bargaining process.

Annotation: For the purpose of this section, implementation may occur when the Union President receives a copy of the procedure.

ARTICLE 11
REDUCTION IN FORCE

11.1 Layoff. If there are changes of duties in the organization, lack of work, or lack of funds, the City Manager may lay off employees.

All temporary positions shall be laid off prior to the layoff of any regular status bargaining unit employees, so long as the temporary work falls within the usual and customary duties of the bargaining unit employee.

Employees shall be laid off in a department in the inverse order of their bargaining unit seniority within the job description affected by the layoff. The City Manager shall first make every reasonable effort to integrate those employees into another position by transfer.

Within individual departments, a bargaining unit employee scheduled for layoff may bump the least senior employee occupying a position in the department the employee previously held. To bump to the position, the employee must have completed probation in the position they are bumping to. A bump will only be allowed if the employee is still able to perform the essential functions of the job and has all the qualifications presented in the job description. In the event an employee's relevant certification/license has lapsed since leaving the former position, the employee is still eligible to exercise this bumping right provided the pertinent certification/license is and can be obtained within six (6) months. In an effort to minimize the disruption to the workforce, an employee that is bumped will not have a right to bump and will be laid off.

When layoffs occur in a part-time position, part-time seniority cannot be applied to the same full-time position in the department. This means a part-time employee cannot bump a full-time employee under any circumstances.

Annotation: The parties revised this section in 2003, to better clarify the layoff process. In so doing, it was understood the City has the right and responsibility to select the positions that need to be reduced. The parties also agreed the following areas are departments as referenced herein: Administration, Legal, Human Resources/Risk Management, Finance, Public Works, Community Development, Library, Transit, Community Services. Having named these departments, the parties retain the responsibility to maintain and update this list in the event of any reorganization.

11.2 Recall. Employees shall be recalled to the position they were laid off from, if it still exists, by inverse order of their layoff, and shall remain eligible for recall for three (3) years.

Annotation: In 2003 negotiations the parties clarified that this section is inclusive of employees that were scheduled for layoff and were integrated by the City Manager elsewhere or bumped to a position they previously held.

11.3 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 laid off employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the City. Any employee who fails to accept re-employment at his/her previous position when offered by the City in accordance with provisions of this Article, shall be deemed to have forfeited all rights hereunder.

ARTICLE 12 COMPENSATION

12.1 Wages. Effective July 1, 2003, the upgraded and revised salary schedule attached hereto shall go into effect. All employees that were previously topped out for a full year in a classification that has been upgraded will be eligible for an increase on July 1 and every July 1st thereafter within the confines of the salary schedule. All other employees will move on the salary schedule on their regular anniversary date.

Effective July 1, 2004, the above-mentioned salary schedule will be increased by 1.75%. The schedule principles of a 25% spread in the range and two and one-half percent (2½%) between ranges shall be maintained.

Effective July 1, 2005, the above-mentioned salary schedule will be increased by 1.75%. The schedule principles of a 25% spread in the range and two and one-half percent (2½%) between ranges shall be maintained.

No seasonal/temporary employee or employee that works less than half-time and is not on the classification plan will be paid less than \$6.90 per hour or whatever the minimum wage rate increases during the life of the agreement. The City will notify the Union any time increases to the rate are anticipated.

Trainee Driver Pay - During their training period, drivers will be paid \$9.50 an hour or \$.50 above current minimum wage whichever is higher.

12.2 Step Increases. Movement within the employee's salary range will be granted annually based on satisfactory performance and continuous service, except that part-time employees that are in the classification plan will be granted increases based on the completion of 2080 hours of work (current regular part-time employees who work more than 20 hours and who receive increases annually will be grandfathered). Movement within the salary range shall be at least four percent (4%) and the City will retain the right to grant employees movement greater than four percent (4%) and grant employees at the top of their range bonuses if deemed appropriate. In the event movement within the employee's salary range is denied, the employee will be entitled to appeal the decision through the grievance procedure. The employer will provide reasonable notice of deficiency prior to denial of an employee's movement within the salary range.

12.3 Workers' Compensation. Employees receiving Workers' Compensation benefits will be allowed to integrate their sick leave or other paid leave with the payments so they will receive their net salary amount each pay period. The "net" shall be defined as their salary less state and federal income taxes and FICA at the time of the injury or illness.

The City will provide employees with full benefits while on Workers' Compensation for up to one full year after the date of covered illness or injury.

The City and the Union agree that light-duty opportunities will be assigned to employees if work is available and the employee is certified by a physician to perform the duties of the position.

12.4 Insurance. The City will provide fully paid medical insurance under CCIS Plan 1B PPP (\$200 deductible) with UCR Vision or a substantially comparable plan for the life of the Agreement.

CCIS Dental Plan 3 will be maintained or a substantially comparable plan for the life of the Agreement. The City will also continue to maintain CCIS Life Plan 5 (\$25,000) and the matching accidental death and dismemberment benefit. The City shall not be obligated to increase its contributions to the plans after June 30, 2006 unless otherwise mutually agreed or negotiated by the parties.

As an option, employees may select Kaiser Medical, Dental, Drug and Vision plan offered by CCIS. In any event the City will not be obligated to contribute any more premium amount than required for the CCIS Plan 1B PPP (\$200 deductible).

The City will provide employees with the opportunity to contribute to a Flexible Spending Account.

12.5 Retirement. The City shall continue to participate in the Public Employees Retirement System and will continue to pick-up the employee's contribution of six percent (6%).

12.6 Work Out of Classification. Assignments of personnel to a higher classification on an acting basis may be made by the City. When such assignments are made, they shall be specific and placed in writing to the employee. Whenever an employee works more than one (1) day consecutively out of classification as specified above, the employee will receive pay starting on the second day of such assignment. In the event the employee is required to work five (5) or more consecutive days the employee will receive pay back to and including the first day of the assignment. Any assignment of four (4) hours or greater shall comprise a single day for purposes of this section, however, no payment will be paid for time unless the assignment is for a full day. When so assigned the employee shall be compensated at the first step in the range of the appointed position or five percent (5%) above their current salary, whichever is greater.

This section of the agreement does not apply to less than ½ time, seasonal or temporary employees. These employees will be paid at the beginning rate of the classification they are assigned to perform work in.

Annotation: This section was revised in 2003, to ease the administration of the application of work out of class. The City agreed it would not change assignments to avoid payment on work out of class, unless such change is an operational necessity.

12.7 Promotion. Employees that are promoted shall receive at least a 5% pay increase.

12.8 Reclassification. Employees that are reclassified to a higher pay range will be moved to the higher range based on the percentage difference between the two ranges. Thereafter, the employee will move on the range based upon the anniversary date that was established in their prior classification. For example, if the ranges are 2½% apart, the employee will receive a 2½% increase, so long as such increase does not exceed the range the employee is moving to. In other words, in establishing the salary for the reclassified employee, the relative position within the new pay range shall be the same as the relative position in the former range.

12.9 Relief/Extra Board. Persons on the relief/extra board will be guaranteed 25 hours pay per week. These employees are considered regular/part-time employees as defined in *Article 1 - Recognition*.

ARTICLE 13
HOLIDAYS

13.1 Holiday Observed. The City shall observe the following paid holidays:

New Year's Day - January 1st	Labor Day - First Monday in September
M. L. King, Jr.'s Birthday - 3rd Mon. in Jan.	Veteran's Day - November 11th
President's Day - 3rd Monday in February	Thanksgiving Day - 4th Thursday in Nov.
Memorial Day - Last Monday in May	Day after Thanksgiving
Independence Day - July 4th	Christmas Day - December 25th

Annotation: Paid holidays as described herein amount to an eight (8) hour benefit. All provisions in this article will be based on this. An employee has the option of using vacation, compensatory time, leave without pay, or work extra hour(s) to offset this benefit when given a day off that exceeds eight (8) hours within the pay period.

13.2 Holidays Falling on Scheduled Days Off. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be given as a holiday. If it falls on Sunday, the following Monday shall be given as a holiday. The same pattern will be followed for employees whose workweek is other than Monday through Friday. Whenever a holiday falls on an employee's first day off, the preceding day shall be considered the holiday. When a holiday falls on an employee's second day off, the following day shall be considered the holiday.

When a holiday falls on a Monday or Friday giving the majority of City employees a three-day weekend, an employee whose days off are other than Saturday and Sunday may, with Supervisor approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three-day weekend like other City employees.

13.3 Holidays During Leave. Holidays that occur during paid leave time of any type shall not be charged against such leave.

13.4 Holiday Pay. If any employee works on a recognized holiday that employee shall be paid at time and one-half regular rate of pay plus regular pay. The time and one-half pay specified above shall occur only on the actual holiday.

Annotation: Regular pay is defined as eight (8) hours as provided in section 13.1

13.5 Holiday Work. In scheduling holiday work, the City shall first solicit volunteers from the qualifying work group and give all volunteering employees equal opportunities for holiday work by rotating assignments. When insufficient numbers of people volunteer for holiday work, employees shall be assigned on a rotational basis by inverse seniority.

Annotation: In 2003 the parties clarified that this provision is only applicable when extra employees are needed to complete tasks on a holiday. Temporary and seasonal employees do not automatically have holidays off and may be scheduled outside of this section.

ARTICLE 14
VACATION

14.1 Accrual

<u>Years Completed</u>	<u>Accrued Leave</u>
0-4	11 days
5-9	16 days
10-14	19 days
15 years+	23 days

Annual vacation leave shall accrue monthly and may be taken when earned.

14.2 Eligibility. New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. One week of vacation may be taken satisfactory completion of after six (6) months of employment.

14.3 Maximum Accrual. Employees shall be required to take one (1) week of vacation per year, but may only accrue up to 30 days of vacation leave with pay.

14.4 Scheduling. Supervisors shall schedule vacation for their respective employees with due consideration for the desires of the employees and the City's work requirements. Vacation schedules may be amended to allow each supervisor to meet emergency situations. In the event that more than one employee has requested the same vacation period off and the workload does not permit all employees to have that period off, the supervisor shall first ask for any volunteers who are willing to reschedule their request. In the event there are insufficient volunteers, preference shall be granted on the basis of seniority; provided however, that each employee may only exercise their seniority for vacation bidding once per calendar year.

Transit employees will bid once annually by seniority for a single specified time period off. All other requests will be on a first come first serve basis depending on operational requirements. Bidding shall begin January 2nd and shall not extend beyond the last day in February.

14.5 Pay Upon Separation. All employees shall be entitled payment for unused vacation leave upon separation from City service.

14.6 Vacation Cancellation. In the event approved vacation leave is canceled by the City, the employee shall be notified of the cancellation in writing. Unrecoverable transportation, lodging deposits or other bona fide expenses such as hunting tags, event tickets, etc., will be paid by the City.

14.7 Vacation Transfer. Subject to the requirements above in maximum accrual, the City shall allow employees to transfer accumulated vacation to a coworker with a serious injury or illness who has exhausted all accumulated leave.

ARTICLE 15
SICK LEAVE

15.1 Accrual. All regular full-time City employees shall earn sick leave with full pay at the rate of one work day for each calendar month of service. Sick leave shall accrue from the date of employment.

15.2 Utilization. Employees are eligible for sick leave for the following reasons:

- a) Non-occupational personal illness or physical disability.
- b) Quarantine of an employee by a physician for non-occupationally related disability.
- c) Illness in the immediate family requiring the employee to remain at home. For the purposes of this section, immediate family shall include family members described in 17.5 Bereavement who live in the employee's household.
- d) Necessity for medical or dental care.

Any time utilized under this section will be utilized in increments of 15 minutes which will be rounded up to the next quarter (¼) hour on each occasion.

15.3 Notification. An employee who is unable to report for work as scheduled shall report the reasons for absence to his/her supervisor within one (1) hour from the time the employee is expected to report for work. Report shall be made, whenever possible, before the start of the employee's scheduled shift. Sick leave with pay shall not be allowed unless such report has been made.

Transit employees must call in an absence at least one (1) hour *prior to* the start of their shift.

15.4 Use of Other Accrued Leave. Once sick leave is exhausted, an employee with a serious illness or injury can use other forms of accrued leave (e.g., vacation, compensatory time, personal leave, etc.).

15.5 Family Medical Leave. Employees shall be granted 12 weeks parental leave upon request pursuant to ORS 659.470-494. Employees shall have the option to use accrued vacation, sick leave, compensatory time, and/or leave without pay while on Family Medical Leave. The employee shall submit his/her request for Family Medical Leave in writing.

15.6 Transfer. The City shall allow employees to transfer accumulated sick leave to a coworker with a serious injury or illness who has exhausted all accumulated leave, provided the transferring employee maintains a sick leave balance for their own use of at least 480 hours.

15.7 Required Leave. The City Manager/designee may require an employee to use sick leave and leave the work place if it is determined the employee is too ill to work or could transfer their illness to the public or other employees.

15.8 Return to Work. The City may require an employee to provide a note from their personal physician stating they are able to return to work when returning from sick leave. The note may only be required when the employee has been under the care of a physician.

15.9 Long Term Disability Insurance. The City will provide employees with long-term disability insurance as specified in the attachment to this contract.

ARTICLE 16
EDUCATIONAL OPPORTUNITIES

16.1 Tuition Reimbursement. The City may reimburse an employee full tuition costs for one (1) class per term, not to exceed three (3) classes per year, provided that:

- a) The class is directly related to the employee's work (or to a position to which an employee can reasonably expect to be promoted).
- b) The employee has made prior arrangement with his/her supervisor and received approval from the City Manager/designee for reimbursement prior to registration for such course.
- c) Prior to reimbursement by the City, the employee must submit evidence of satisfactory completion of the course. Satisfactory completion means the employee receives a grade of "C" or better, or a passing grade in a pass/fail class.
- d) The employee is not receiving reimbursement for tuition from any other source.
- e) The employee agrees to continue employment with the City, at least six (6) months following satisfactory completion of the course or will reimburse the City for tuition costs paid during his/her last six (6) months of employment with the City.

16.2 Leave and Expenses. The City shall allow time off with pay and shall pay all expenses of attending classes, lectures, conferences, or conventions, when attendance is on an assignment basis and approved by the City Manager/designee.

Employees who are required to attend out-of-town training, either by the department supervisor or as required by the City to maintain required job related certifications/licenses, will be paid for the travel time outside of their normal schedule. Travel time for required local training will also be paid if it exceeds the normal commute time the employee experiences traveling to and from work. If this time causes them to exceed 40 hours in a week it will be paid at the applicable overtime rate or the employee may flex their schedule to compensate for the hours. Employees who voluntarily attend training that is approved by the City during the employee's normal work schedule shall only be compensated for their normal work schedule.

16.3 Work Related Courses. When an employee wishes to take a work-related course(s) which is only offered during regular working hours, the City Manager/designee may either:

- a) Pay for the cost of the course and related tests in advance, provided that employee takes the necessary time off without pay or makes prior arrangements with his/her supervisor for alternative working hours. In the event the employee fails to pass or complete the course or tests, the employee will be required to reimburse the City for the advanced costs; or
- b) Allow time off with pay provided the employee pays his/her own tuition costs and prior arrangements are made with his/her supervisor and approved by the City Manager/designee.

16.4 Cost of Textbooks. Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee.

ARTICLE 17
OTHER LEAVES

17.1 Criteria and Procedure. All requests for an unpaid leave of absence shall be submitted in writing to the City Manager or a designee. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work.

17.2 Approval. Requests for leave will be evaluated on a case by case basis with the operational requirements of the City in mind. Subject to those requirements, approval will not be unreasonably withheld. Requests for leave to conduct union business will be evaluated in a non-discriminatory fashion.

17.3 Termination of Leave. Notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the City as a resignation when the employment or business is inconsistent with the reason leave was requested and granted. Any employee who is granted a leave of absence without pay under this section and who inexcusably fails to return to work immediately upon the expiration of said leave of absence, shall be considered as having resigned his/her position with the City.

17.4 Employee Status. Employees on leave without pay remain employees covered by this contract, entitled to its non-economic benefits such as access to the grievance procedure, but shall not accrue any economic benefits, including seniority, unless otherwise specified in this Agreement.

17.5 Bereavement Leave. In the event of a death in the immediate family or household, up to five (5) days of compensated leave per occurrence may be used by the employee in order to arrange for and attend the funeral. Upon application and mutual Agreement with the employee's supervisor, the employee may use accumulated leave (other than sick leave) after the five (5) days of compensated leave. Such request for additional leave shall not be unreasonably denied.

For the purpose of this article, an employee's family shall mean: Spouse, parent or step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, maternal grandparents, paternal grandparents, grandchildren, domestic partner as defined by law, or other family members living in the employee's household.

Annotation: The parties agreed there is a necessity for mutual support and assistance in administering this section. Deviations from the definition of immediate family shall not be allowed, however the City will grant other leave (other than sick leave) for employees that wish to take time off as a result of some other person that is significant to him/her.

17.6 Voting. Employees shall not suffer any loss of pay to vote if, because of their work schedule with the City, they could not otherwise do so. In such instance, the employee shall be allowed to take the necessary time to cast his/her ballot.

17.7 Witness and/or Jury Duty. When a City employee is called for jury duty or is subpoenaed as a witness in a criminal matter, or in a civil matter arising from their City employment, he/she shall not suffer any loss of his/her regular City compensation during such absence; however, he/she shall be required to transfer any compensation he/she receives for the performance of jury or witness duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accruals.

17.8 Military. Military leave shall be granted to employees in accordance with Oregon revised statutes.

17.9 Inclement Weather. In the event an employee is unable to make it to work because of inclement weather or the City offers to send employees home as a result of the same, the employee will have the option of using any accrued leave, except sick leave or take leave without pay.

If an employee reports for work during inclement weather and the City decides to not have the employee work, the employee shall be compensated for a minimum of two hours of work.

ARTICLE 18 **DISCIPLINE**

18.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure. Whenever an employee is disciplined the employee shall sign the notice of disciplinary action as specified in 20.4 Signature Requirement.

18.2 Probationary Employee. This article shall not apply to any employee on probation as defined in 9.1 Original Appointments.

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

18.4 Representation Rights. Upon request, an employee will be entitled to have a Union/employee representative present whenever the employee is being interviewed regarding a matter that could lead to a disciplinary action against the employee. An employee's representation rights may only be invoked in accordance with the standard set forth by the Oregon Employment Relations Board. During any interview of this nature, either party may record the proceeding. If the meeting is recorded, the party making the recording will be obliged to provide a copy of the tape if requested by the other party. If a copy of the tape is requested, a reasonable fee may be imposed.

The supervisor is encouraged to advise an employee of his/her right to Union representation on a matter that might lead to discipline.

18.5 Due Process. In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be given advanced written notice of the charges or allegations that may subject them to discipline and of the disciplinary sanctions being considered.
- b) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing prior to the implementation of any discipline. If discharge is the disciplinary sanction being considered, the employee will be given at least seven (7) days notice of the informal hearing.

18.6 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined based on the following questions:

- a) Did the City give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?²
- b) Was the City's rule or managerial order reasonably related to a) the orderly, efficient or safe operation of the City's business and b) the performance the City might properly expect of the employee?
- c) Did the City, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
- d) Was the City's investigation conducted fairly and objectively?
- e) At the investigation, did the City obtain substantial and compelling evidence or proof that the employee was guilty as charged?
- f) Has the City applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
- g) Was the degree of discipline administered by the City reasonably related to a) the seriousness of the employee's proven offense and b) the record of the employee and his/her service with the City?

18.7 Notice of Discipline. When an employee is disciplined, the Local President/designee will be given notice of the action against the employee, unless the employee declines that such notice be given.

ARTICLE 19 SETTLEMENT OF DISPUTES

19.1 Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. The employee, with or without a union representative³, shall first take up the grievance with his/her immediate supervisor within ten (10) days⁴ immediately following the date the employee had or should have had knowledge of the grievance. The supervisor will then issue a response within 10 days immediately following the date the employee discussed the dispute with his/her immediate supervisor. If this informal attempt to resolve the dispute is unsuccessful, the affected employee(s) shall present the grievance in writing to their "Management Team"⁵ within ten (10) days immediately following the date

²The parties agree that there are some offenses that are so egregious that forewarning of consequences is not necessary.

³A union representative at the informal step is intended to provide support and clarification for the employee and normally will not present the grievance.

⁴All references to days in this procedure shall be interpreted as calendar days.

⁵The employee's "Management Team" shall consist of all supervisors responsible for the employee's job performance including the City Manager. The City's personnel officer will generally be present at this level also.

the response was received or communicated to the affected employee from the immediate supervisor. If a question exists as to whether or not the employee attempted to resolve the dispute informally, the supervisor will be given an opportunity to resolve the dispute prior to a meeting of the "Management Team". At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- a) a statement of the grievance and the factual allegations upon which it is based;
- b) the section(s) of this contract alleged to have been violated;
- c) the remedy sought; and
- d) the name and signature of the individual(s) submitting the grievance, except in the case of a group grievance. In such case, an officer of the local union will sign.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will meet with the grievant and a representative of the union, if requested by the employee. In the event a meeting cannot be scheduled because of the unavailability of any necessary party, the parties shall then mutually agree to another date. In any event, the employee/Union will be given at least 24 hours notice of such meeting.

The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance is not resolved at Step 2 above and if the union wishes to pursue the grievance further, the union shall submit the grievance to arbitration by written notice to the City Manager within ten (10) days following the date the "Management Team's" response is due.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the union shall, within ten (10) days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of seven (7) Oregon arbitrators that are on the AAA list. Upon receipt of the list, the parties shall determine by the toss of a coin who will strike first, and the parties shall then continue to alternate strikes until only one name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 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.

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a 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, except that employees that are subpoenaed for the hearing shall not suffer any time loss during the time it is necessary for them to testify. The loser shall pay the arbitrator's fees and expenses and the arbitrator, as part of the award, shall designate the losing party for such purpose.

19.2 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:

- a) If the grievant or the Union fails to respond in a timely fashion, the right to binding arbitration of the grievance shall be waived. However, the grievance can be carried through the Management Team level.
- b) If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by mutual Agreement of the parties.

ARTICLE 20 **PERSONNEL RECORDS**

20.1 Access. Each employee shall have the right to review and copy (at his/her own expense) the contents of their own personnel file. In addition to the Union's rights as the exclusive representative, at his/her option and upon presentation of a signed release, an employee may authorize a Union representative to review the contents of his/her file.

20.2 Disciplinary Records. Each employee shall be given a copy of all disciplinary materials placed in his/her file. An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline if the employee chooses not to grieve such action.

20.3 File Purging. Written reprimands/warnings shall be removed from an employee's file, at his/her request, after three (3) years so long as no other disciplinary action has occurred within the three (3) year time period. Any material, other than performance evaluations, directly associated with the items being purged, will also be removed from the file.

20.4 Signature Requirement. Before any material reflecting negatively on the employee is placed in the employee's file, the employee shall sign a receipt containing the following disclaimer:

"Employee's signature only acknowledges receipt of material. The employee's signature does not necessarily indicate Agreement or disagreement."

This shall not apply to a termination notice if the employee refuses to sign the document.

ARTICLE 21 **STRIKES**

21.1 Prohibition. The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, 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.

21.2 Union Obligation. In the event of 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, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

21.3 Lockout. There shall be no lockout of employees during the term of this Agreement.

ARTICLE 22 **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 negotiate regarding the invalidated portion thereof. Negotiations shall commence within 30 days, unless the parties mutually agree to extend such time frame.

ARTICLE 23 **STATUS OF AGREEMENT**

23.1 Complete Agreement. This contract incorporates the sole and complete Agreement between the City and the Union resulting from these negotiations.

23.2 Amendments. This Agreement may be amended at any time by mutual Agreement of the Union and the City. Such amendments shall be in writing and signed by both parties.

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining which was not discussed in the negotiations that created the current Agreement, the City shall be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request. For the purpose of this section, the Union will have 30 days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.650 - 243.776. If the Union does not demand to bargain, the City may implement or change the condition it has proposed. The Union waives any right to bargain matters it raised during negotiations but which were not embodied in the Agreement.

ARTICLE 24
TERM OF AGREEMENT

This Agreement shall be effective July 1, 2003. The Agreement shall remain in full force and effect through June 30, 2006, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1, of the expiring year that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than 30 days from that notice.

This Agreement is hereby executed on this the ____ day of _____ 2003, by:

The City of Wilsonville

OPEU/SEIU Local 926

City of Wilsonville
OPEU Compensation Plan July 1, 2003

<u>Range</u>	<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	
		<u>Low Rate</u>	<u>High Rate</u>	<u>Low Rate</u>	<u>High Rate</u>
1		1,300	1,625	7.5000	9.3750
2		1,333	1,666	7.6904	9.6115
3	Library Aide	1,366	1,708	7.8808	9.8538
4		1,400	1,750	8.0769	10.0962
5		1,435	1,794	8.2788	10.3500
6		1,471	1,839	8.4865	10.6096
7		1,508	1,885	8.7000	10.8750
8	Kitchen Assistant	1,546	1,933	8.9192	11.1519
9		1,585	1,981	9.1442	11.4288
10		1,625	2,031	9.3750	11.7173
11		1,666	2,083	9.6115	12.0173
12		1,708	2,135	9.8538	12.3173
13	Fleet Hostler	1,751	2,189	10.1019	12.6288
14		1,795	2,244	10.3558	12.9462
15	Library Clerk I	1,840	2,300	10.6154	13.2692
16		1,886	2,358	10.8808	13.6038
17	Accounting Clerk I	1,933	2,416	11.1519	13.9385
18	Library Clerk II	1,981	2,476	11.4288	14.2846
19		2,031	2,539	11.7173	14.6481
20	Lube Tech Sewer Vector Operator I	2,082	2,603	12.0115	15.0173
21	Library Volunteer Coordinator/Aide	2,134	2,668	12.3115	15.3923
22	Library Clerk III Volunteer Coordinator Information Referral Specialist Transit Driver CD Permit Clerkk/Receptionist	2,187	2,734	12.6173	15.7731
23		2,242	2,803	12.9346	16.1712
24	Administrative Specialist I	2,298	2,873	13.2577	16.5750
25	Utility Worker Comm Dev Tech Rotating Clerk Nutrition Program Coordinator	2,355	2,944	13.5865	16.9846
26	Administrative Specialist II (Secretary) Accounting Technician Transit Dispatcher	2,414	3,018	13.9269	17.4115
27	Technical Services Coordinator Client Services Coordinator Engineer Technician	2,474	3,093	14.2731	17.8442
28		2,536	3,170	14.6308	18.2885
29	Recreation Coordinator Accounting Specialist Permit Specialist Court Clerk Administrative Assistant I (Sr Secretary)	2,599	3,249	14.9942	18.7442
30	Information Systems Assistant Senior Utility Worker Administrative Assistant II	2,664	3,330	15.3692	19.2115

City of Wilsonville
OPEU Compensation Plan July 1, 2003

<u>Range</u>	<u>Position</u>	<u>Low Rate</u>	<u>High Rate</u>	<u>Low Rate</u>	<u>High Rate</u>
31	<i>Transit Project Coordinator</i> Sludge Truck Driver Water Distribution Technician	2,731	3,414	15.7558	19.6962
32	GIS and Mapping Technician Mechanic	2,799	3,499	16.1481	20.1865
33	Assistant Planner Sewer Vactor Operator II Reference Librarian	2,869	3,586	16.5519	20.6885
34	Maintenance Technician II Wastewater Operator II Crew Chief (Parks, Roads)	2,941	3,676	16.9673	21.2077
35	Accountant Children's Services Librarian Adult Services Librarian Crew Chief (Water)	3,015	3,769	17.3942	21.7442
36		3,090	3,863	17.8269	22.2865
37	<i>Senior Engineering Inspector</i> Industrial Pre-treatment Tech Stormwater Management Tech Public Works Operations Chief Admin Analyst Wastewater Lab Technician	3,167	3,959	18.2712	22.8404
38	Building Inspector Wastewater Lead Operator	3,246	4,058	18.7269	23.4115
39	Senior Engineering Tech	3,327	4,159	19.1942	23.9942
40		3,410	4,263	19.6731	24.5942
41	Associate Planner <i>Project Coordinator</i> Information Systems Analyst	3,495	4,369	20.1635	25.2058
42		3,582	4,478	20.6654	25.8346
43		3,672	4,590	21.1846	26.4808
44	Plans Examiner	3,764	4,705	21.7154	27.1442

Italic not filled

City of

WILSONVILLE
in OREGON



30000 SW Town Center Loop E
Wilsonville, Oregon 97070
(503) 682-1011
(503) 682-1015 Fax
(503) 682-0843 TDD

Memorandum

To: Mayor Lehan and Members of the City Council
From: David Donaldson, Deputy City Manager
Date: August 4, 2003
Subject: Union Contract

Attached you will find a copy of the collective bargaining agreement between the City of Wilsonville and OPEU/SEIU Local 926. A resolution approving this contract is on your agenda Monday August 4, 2003. The contract is over 20 pages so I thought it might be helpful for you if I highlighted some of the major issues and changes along with a brief overview of the bargaining process that lead to its completion.

Bargaining Process

The Management and Union bargaining teams met a total of 11 days between November of 2002 and May of 2003. Most contract language issues were resolved during that time frame but the parties could not reach agreement on the key elements of health insurance and wages. A request to the State Employment Relations Board was then made for mediation assistance and sessions were held June 23 and July 11. At the end of the day July 11th a tentative agreement was reached and then presented to the union membership the following week for approval. The contract was ratified by a vote of 68-8. The union ballot was designed so that a "no" vote also meant a vote to strike.

Highlights of Contract

Length of Contract: Three years expiring July 1, 2006

Health Insurance:

The number one issue for the union in the bargaining process was to maintain fully paid health insurance. Among the cities main priorities was to gain control and limit the spiraling cost of health insurance. To a great extent both parties reached their objective. Union members will be moving to a Regence Blue Cross health Plan known as I-B PPP with the premiums fully paid by the City of Wilsonville. Without going into too much depth, the features of the plan include increasing the deductible from \$100 to \$200, decreasing coverage from 90% of the first \$5000 in claims to 80%, and going to a PPP (preferred provider plan) which restricts employees to health care providers and hospitals that have negotiated with Regence Blue Cross to be part of their plan. The net result of

these changes is that the cost to the City for health insurance this year is roughly 22% less than had we stayed with the Plan that we had been under for many years. Employees still have the option of Kaiser coverage, which is almost the same cost as the Blue Cross I-B PPP plan.

For the sake of comparison, last year the City paid \$918,000 to insure the City's 128 workers. In FY 03-04 had we stayed on the same plan fully paid by the City the cost would have exceeded \$1,055,000. With the managed care plan for Union employees and management employees sharing in the cost of insurance premiums, the cost to the City in FY 03-04 will be \$908,000.

I believe the changes made to both the union and manager's health plans will make a significant impact in containing costs for the City of Wilsonville.

Cost of Living: There is no cost of living this year for union members. In years two and three of the contract the cost of living increase will be 1.75% each year.

Merit Increases: Union employees are eligible for merit increases of up to 4% annually as long as they are not at the top of their salary ranges. A thorough review was done of the union pay plan and measured against the cities in our market area. Some adjustments were made to the pay plan to keep us competitive and for the first time we were able to restructure the pay tables so they are uniform. What this means is that there is a 2.5% difference between each range and a spread of 25% from the bottom to top of each range. As a result of the range changes several employees' ranges increased while others remained constant. Overall the average employee had their range increase about 2% which means they could receive a 2% merit increase if they are at the top of their range in the first year of the contract.

In summary, although the bargaining process was drawn out and at times quite contentious it has resulted in a contract that I believe is fair to our employees given our economic times while also being fiscally responsible in curbing our wage and health insurance costs given the pressures we anticipate to our budget over the next three years.