

**RESOLUTION NO. 2824**


**A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503 (SEIU).**

WHEREAS, the City of Wilsonville and SEIU Local 503, OPEU have negotiated a one year Collective Bargaining Agreement effective July 1, 2020 through June 30, 2021.

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

1. The City Manager is authorized on behalf of the City to execute the negotiated and ratified the Collective Bargaining Agreement with SEIU Local 503, OPEU attached here as Exhibit A as if fully set forth herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 15<sup>th</sup> day of June, 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
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 Tim Knapp, Mayor

ATTEST:

DocuSigned by:  
  
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 Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

Exhibit:

- A. Collective Bargaining Agreement between the City of Wilsonville and SEIU Local 503, OPEU

FULLY RECOMMENDED TENTATIVE AGREEMENT 05-06-2020



## **Collective Bargaining Agreement**

**Between  
City of Wilsonville  
and  
SEIU Local 503, OPEU**

**Effective July 1, 20~~2017~~ through June 30, 20~~21~~<sup>20</sup>**

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**PREAMBLE**

This Agreement is entered into between the City of Wilsonville, hereinafter referred to as the "City", and the Service Employees International Union Local 503, 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.**

**Transit Unit.** Transit employees as defined in ORS 243.738, Transit Drivers, Mechanics, Transit Dispatchers, and Fleet Hostlers of the City of Wilsonville, excluding supervisory and confidential employees as defined by ORS 243.650(6) and (23), interns and/or students. This unit shall be subject to the collective bargaining dispute resolution process accorded to non-strikeable units according to Oregon law.

Fleet is considered a division of the Transit Department.

**1.3 Employee Descriptions.**

**Regular Full-Time** employees shall be defined as employees who are regularly scheduled to work forty (40) hours a week, and are part of the bargaining unit.

**Regular Part-Time** employees shall be defined as employees who are regularly scheduled to work twenty (20) or more hours per week. Employees working less than twenty 20 hours per week are not part of the bargaining unit.

**Extra Board** transit drivers on the extra board will be guaranteed twenty-five (25) hours pay per week. To receive the guarantee, employees must be available for assignment and accept said assignment unless they call in sick in the morning and have available sick leave time in their accrual bank. In this event, the employee will receive compensation for all hours worked plus the requested sick leave hours for a total of at least twenty-five (25) hours for the week. Hours worked beyond the twenty-five (25) hours are paid at the applicable straight time rate. These employees are considered regular part-time employees who do not have regularly scheduled work hours, and are part of the bargaining unit.

**On Call Transit Driver:** Transit drivers who work intermittently are not part of the bargaining unit.

**Seasonal or Temporary** employees shall be defined as employees who are hired to work for

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1040 hours or less during a calendar year and are part of the bargaining unit. Seasonal or temporary employees are not eligible for any employee benefits or accrual of employee benefits, including but not limited to holidays, insurance, retirement, or paid leaves. Notwithstanding the above, a seasonal or temporary 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 calculation of the allowable 1040 hours shall begin when the employee is first hired. For example, if an employee is hired March 1, 2010 and works 1040 hours by September 1, 2010, he/she will not be eligible for rehire as a seasonal or temporary until January 1, 2011.

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 fourteen (14) days and the parties shall negotiate over the wage rate under ORS 243.698. The City shall not be precluded from filling the position during negotiations.

**ARTICLE 2 – NON-DISCRIMINATION**

There shall be no discrimination by the City against any employee because of age, race, marital status, mental or physical disability, national origin, sex, religion, or any other protected class, in accordance with applicable law. Neither will the Employer discriminate based on gender identity or sexual orientation. 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 judgment 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

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bargaining obligation arising from ORS 243.650-672 and the Status of Agreement article (Article 23) 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 Check-off.** The City agrees to deduct the uniformly required Union membership dues and other authorized fees, contributions or assessments ~~once each month~~ from an employee's pay, upon written, electronic, or recorded oral request of the employee to the Union, and remit those deductions to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for union dues and/or other deductions or dues cancellations which the City receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic, and recorded oral authorization records and will provide copies to the employer upon request. Any written, electronic, or recorded oral dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.

~~**4.2 Fair Share.** Fair share shall be deducted from the wages of non member 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 fifth (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 fifteen (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 fifteen (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 fifteenth (15th) day, the City shall resume dues or fair share deductions until such notice is provided.~~

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**4.24 Electronic Membership Data.** The City will furnish the Union, on a monthly basis, using an electronic medium, the following information for each bargaining unit employee: name; employee identification number; home address; home phone number; work email; work phone number; cell phone number; fair share/member status; amount of dues withheld; classification; work location; base pay rate; hire date; and full-time/part-time status, if the City has this information in its records.

**4.3 Notice of New Hires.** Within ten (10) days of the date of hire within the bargaining unit, the City shall provide the information listed in 4.2, if the City has the information in its records.

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**4.45 Indemnification.** The Union agrees to indemnify and hold harmless the City, its Council members, agents, as provided under law, and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any reasonable attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising from the application and enforcement of Article 4.

**ARTICLE 5 – UNION BUSINESS**

**5.1 Representatives.** The Union will notify the City, in writing, of the names of its representatives within thirty (30) days of any changes.

**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 without loss of pay and access to employee work locations during working hours to investigate and process grievances through the arbitration step and as otherwise required by ORS 243.798.

**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 biennial semi-annual General Council.

The City shall reasonably grant unpaid release time, defined as a leave of absence from the employee's regular public employment to conduct labor organization business, as required by ORS 243.802. Requests for and approval of release time shall be governed by Article 17.

**5.4 Bulletin Board.** Bulletin board space in each building of the City shall be provided to 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 three (3) employees off, without loss of pay, for the purpose of collective bargaining. Two (2) employees from operations and one (1) employee from Fleet.

City of Wilsonville & SEIU 503, OPEU Collective Bargaining Agreement (202017-20210)

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**5.6 Use of the City Email.**

The parties recognize that the City email system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public’s business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Union activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

Employees elected/appointed to official positions and/or representatives may use the City’s email system to conduct Union business, defined as: for the limited purposes of:

- 1) Collective bargaining, including the administration of collective bargaining agreements;
- 2) The investigation of grievances or other disputes relating to employment relations; and
- 3) Matters involving the governance or business of the labor organization, which includes:
  - A. Notifying Union members of meetings and scheduling meetings (date, time, place, and agenda);
  - B. Scheduling meetings among Union officers and/or representatives (date, time, place, and agenda); and
  - C. Filing official correspondence with the City (e.g., grievance documents).

Such email communications may only be prepared and sent during non-work time, which is limited to before and after work, and during meal and rest periods.

Misuse of the City email system will be subject to the disciplinary process.

**5.7 New Employee Presentation.** A Union representative shall have the right to meet with new employees within thirty (30) days of their date of hire for a minimum of thirty (30) minutes and maximum of one hundred and twenty (120) minutes without loss of pay for either the Union Representative or the new employee. A Union representative shall have the right to conduct the meetings at a City facility. The representative shall work with the City to choose the meeting time and place, so that the meetings do not interfere with the City’s operations.

**ARTICLE 6 – HOURS OF WORK**

**6.1 Workweek.** Except as provided in Section 6.3, the workweek shall begin on Sunday at 12:01 A.M. and end at midnight the following Saturday.



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**6.2 Transit Driver Work Hour Limitations** No employee shall be required or allowed to drive without a minimum of eight (8) consecutive hours off duty between shifts.

**6.3 Regular Work Schedule.** The regular schedule for regular full-time employees shall consist of five (5) consecutive eight (8) hour days in a workweek with two (2) consecutive days off between regular work weeks.

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.

**6.4 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. An employee may apply in writing for authorization to work a flexible work schedule, for example, four/ten (4/10) hour days.

As long as the schedule meets the operational and service needs of the City, no employee will be denied a flexible work schedule. Flexible work schedules may be modified, revised, and/or eliminated consistent with Section 6.4 below.

In the event the City grants a flexible work schedule, the City reserves the right to modify the workweek.

**6.5 Work Schedules.** Regular employees shall be notified of their work schedule, including the employee's workdays and hours. Work schedule changes shall be provided to the employee ten (10) work days in advance. If a ten (10) day 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.

Notwithstanding the above, the ten (10) day notice is not required in the following circumstances:

- A. In the case of an emergency and for the duration thereof;
- B. Mutual agreement between the City and the employee; or
- C. Additional or substituted hours assigned to part-time employees.

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. Emergency work schedule changes will be discussed with the Union upon request, but such discussions are not a precondition to implementing the changes.

Employees may exchange days, shifts, or hours of work with supervisor approval provided such change does not result in the payment of overtime or presents a disruption to the normal routine of

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duties. Such exchanges shall not be considered as schedule changes necessitating the ten (10) day notice.

**6.6 Rest and Meal Periods.** All employees working more than six (6) consecutive hours in any workday shall receive at least a one-half (1/2) hour unpaid lunch break and a fifteen (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.

All **full-time transit drivers** will be entitled to either one (1) fifteen (15) minute paid break or two (2) ten (10) minute paid breaks each half shift depending on operational necessity.

**Modification of State Law.** The provisions of this Section regarding appropriate meal periods and rest periods are intended to modify state law concerning meal periods and rest periods as allowed under OAR 839-020-0050.

**6.7 Work Hours Generally.** The purpose of this Article is to provide general guidelines for work hours and schedule changes.

**ARTICLE 7 - OVERTIME**

**7.1 Waiver.** The City and the Union agree to waive application of ORS 653.268 and shall utilize the following provisions in determining compensation for overtime.

**7.2 Definition.** Except for those employees working a flexible schedule identified in Article 6, Hours of Work, above, overtime shall be compensated for time worked in excess of eight (8) hours in any one day or forty (40) hours per workweek at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. For the purposes of calculating overtime, paid leaves do not count as hours worked.

For those employees working a flexible schedule, overtime shall be compensated for time worked in excess of the daily scheduled shift or forty (40) hours per workweek (which may be modified pursuant to Section 6.3, Flexible Work Schedules, above).

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

**7.3 Assignment.** Overtime work must be authorized by management. 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.

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

**7.4 Form of Compensation.** The employee may receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1-1/2) times the regular rate. Compensatory time shall not accrue beyond forty (40) hours. Compensatory time off shall be taken by mutual consent and as approved by the direct supervisor consistent with the needs of the City. This Section shall not preclude the parties from mutually agreeing to temporarily exceed the 40-hour cap for an employee due to special circumstances up to two-hundred forty (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.** Fleet employees called back to work outside of their regular work hours shall be compensated with a minimum three (3) hours of overtime. The calculation of overtime starts when the Fleet employee arrives at work and ends when the work is completed. This callback shall not apply if a Fleet employee is called back within three (3) hours of the beginning of his/her callback shift. Callback will apply on a Fleet employee's regular day off if overtime is not scheduled in a single block of time. As provided above in Section 7.5, Pyramiding, the City will not be required to compensate a Fleet employee twice for the same hours. Specifically, a Fleet 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 a Fleet employee is called back two (2) or more times between 8:00 pm and 11:00 pm. However, if the last callback takes the Fleet employee beyond 11:00 pm, the hours that go beyond shall be compensated at the normal overtime rate. Operations employees, excluding Extra Board drivers, who are called back to work outside of their regular work hours shall receive compensation for a minimum of three (3) hours. Overtime shall be compensated for time worked in excess of eight (8) hours in any one day according to Section 7.2.

**7.8 Pager Time.** "Pager time" is defined as the period of time a Fleet employee is required to be ready and available for work outside of his/her regular work hours. During the pager time, the Fleet employee shall be required to respond to work calls and shall be required to comply with the City's Drug-Free Workplace & Anti-Drug and Alcohol policy. During the pager time, employees generally will be required to report to work within forty-five (45) minutes of the pager call. Fleet employees unable to report to work within forty-five (45) minutes, due to circumstances beyond their control, must communicate with their direct supervisor immediately; if the direct supervisor is unavailable, the Fleet employee must communicate with a Transit Supervisor. 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.

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Fleet employees assigned to carry the pager will be compensated one and one-half (1.5) hours of straight time for each twelve (12) hour period assigned. If Fleet employees carry the pager on a holiday as defined in Article 13.1, they will be compensated an additional four (4) hours of straight time.

Fleet employees may trade pager assignments with another qualified Fleet employee. The Fleet employee initiating the trade must immediately notify the Fleet manager of the trade.

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 administrative fees and the basic DOT examination 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.

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

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Hard hats, ANSI-approved safety-toed boots (up to \$150.00 for boots) (or an amount determined by the supervisor), gloves (rubber and regular), safety vests (safety and surveyor's), rubber boots, rain gear, safety glasses, hearing protection, masks and respirators.

**8.4 Clothing.** The City will provide clothing and reimbursements to regular full-time employees and regular part-time transit employees as provided below:

**Insulated coveralls** as needed.

**Standard coveralls** as needed.

**Shirts** - Transit (3), Fleet (5) annually on October 1, or as determined by the supervisor.

**Uniform Pants** – Transit (3) annually.

**Jeans** - Fleet, not to exceed \$180 per fiscal year. This benefit is taxable to the employee and will be dispersed in monthly payments.

**Jackets** - 1 jacket each for: Transit, as needed.  
1 Spring and 1 Winter jacket for: Fleet, as needed.

Clothing and laundry service will be provided as follows:

**Fleet** - Standard coveralls

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

**8.5 Physical Examination.** When an employee is required by the City to undergo a physical exam for licensing or certifications, such as DOT and/or FTA examinations, the City shall bear the expense for the basic examination. Employees shall be required to see the City's choice in physicians. The City shall provide three (3) different choices in physicians one of which will be female and one of which will be male. Employees receiving notice of loss of CDL or medical card must report such to the supervisor immediately.  
The City shall not use these exams as fitness-for-duty exams.

**8.6 Tool Allowance.** The tool allowance for Mechanics has been incorporated into the salary schedule.

**ARTICLE 9 – PROBATIONARY PERIOD**

**9.1 Original Appointments.** All original appointments, including temporary appointments, shall be tentative and subject to a probationary period of not more than six (6) consecutive months from

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the date of initial employment. In the event the probationary period is interrupted, it may be extended by the period of the interruption.

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 in the sole discretion of the City; however, no probationary period shall be extended beyond nine (9) months. The employee and the Union shall be notified in writing of any extension and the reasons therefor. Upon the employee's request, a meeting will be scheduled where the employee will be able to discuss the extension with their supervisor. If the employee is not notified of the intent to extend probation within the first six (6) months, probation will be considered completed thereafter.

If an employee's probationary period is being extended for the purposes of obtaining a certification or license, the probationary period will end upon the employee achieving the necessary certification or license.

During the initial probationary period (including any extension thereof, but not after a promotion), the employee shall not be eligible for vacation benefits, but shall earn vacation credit to be taken at a later date. Upon request, the City may allow an employee to use earned vacation hours during probationary periods.

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, and shall gain regular status.

**9.2 Promotional.** Current non-probationary employees who are successful in their bid for a promotion within 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 level 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 (6) months is for anything other than disciplinary reasons. Time spent outside the bargaining unit will not accrue toward bargaining unit seniority.

**ARTICLE 10 – GENERAL PROVISIONS**

**10.1 Seniority.** The City shall provide the Union with a seniority list annually. There shall be the following two types of seniority: City and Division. For the purposes of this Agreement, Divisions are Operations and Fleet.

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“City Seniority” is the length of continuous employment with the City in a regular status position.

“Division Seniority” is the length of continuous employment in a division of the Transit Department, and begins on the employee’s first working day within the bargaining unit and the Division.

City seniority will be used for determining vacation accrual.

Division seniority will be used for run bidding in Operations. Division seniority will also be used for vacation bidding in Operations and may be used for vacation bidding in Fleet.

Bidding in Operations will be done according to the bidding process in SMART’s Bidding Policy.

When there is a non-temporary vacant shift in Fleet, current Fleet employees in the classification of the vacancy will have the opportunity to select the vacant shift based on Division seniority by classification. This paragraph does not apply to temporary shift assignments.

Seniority for Operations employees within the bargaining unit on the date of ratification of the agreement, who have the same hire date, shall be determined by their hours worked within the Division. Seniority for employees who begin working in a Division after ratification of the agreement, who have the same hire date, shall be determined by the flip of a coin.

If an employee has a break in service for a voluntary reason and returns to employment within twelve (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 twelve (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, Reduction in Force.
- d) Is laid off work for a period of time greater than two (2) years.
- e) Is retired.

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

**10.2 Outside Employment.** Notice of outside employment while an employee of the City shall be given to the City Manager or his/her designee. 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.

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**10.3 Contracting Out.** If contracting work out results in the layoff or demotion of current bargaining unit employees, the City shall notify the Local Union President/designee no less than seventy days (70) prior to the issuance of any request for proposals or consideration of proposals to contract out work presently and regularly performed by bargaining unit employees. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the supporting reasons the City deemed pertinent to its decision. If there were financial reasons underlying the decision, the supporting reasons will include economic rationale. During the seventy (70) day period, the Union shall have the opportunity to submit an alternate proposal.

The Union shall have forty-five (45) days from the receipt of such notice to request bargaining over the impact on the employee of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall meet with the Union and enter into bargaining pursuant to ORS 243.698. Parties retain arbitration rights as under ORS 243.698(4) only over the impacts of the contracting out decision.

For the purpose of this Article, effects bargaining shall only be required if the decision to contract out work will create a layoff or demotion of current bargaining unit employees. In the event of a bona fide emergency, notice may be less than seventy (70) days.

**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. There will be an equal number of management and bargaining unit employees on the team.

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

**10.5 Job Vacancies.** Except for reclassifications, the City agrees to post all newly-created positions, promotional opportunities, and/or job openings within the bargaining unit on departmental bulletin boards for five (5) 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. If the duties of the newly created job are currently being performed by a bargaining unit member, the job will be posted internally only. 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 (5) 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.



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**10.6 Labor/Management Meetings.** The parties will meet regularly to discuss labor- management issues regarding the administration of this Agreement or other issues of concern. Up to three (3) employees may attend these meetings without loss of pay - up to two (2) employees from operations and one (1) employee from Fleet.

**10.7 New Contract Update.** The City and Union will jointly develop and provide to all employees a new contract summary update of changes within sixty (60) days of implementation of the contract.

**10.8 New Written Policies and Procedures.** Whenever a new written procedure or policy is developed or a change is made to an existing written procedure or policy, the City will provide a copy to the Union President, or designee, for review fourteen (14) calendar days prior to implementation. In the event the change is determined to be a mandatory subject of bargaining and the Union makes a demand to bargain within this time, the City shall enter into bargaining pursuant to ORS 243.698. In addition, all employees in the affected division will be provided a copy of the policy or procedure prior to implementation. In the event the change is based on urgent circumstances, the City may implement upon notice to the Union. The PECBA process otherwise applies.

Transit employees and the Local Union President, or designee, will be provided a copy of all current policies and procedures annually.

**10.9 Position Description.** Employees will be provided a copy of their position description at the time of hire. A copy of the position description, containing signatures of both the employee and supervisor, will be placed in the employee's personnel file. Each employee's position description will be reviewed annually during their annual review. If the review results in a modification of the position description, or if a change is made to the position description between annual reviews, the employee will be given an updated copy containing signatures of both the employee and supervisor. A signed updated copy shall also be placed in the employee's personnel file.

Whenever the City desires to change a job description, it shall provide a copy of proposed changes to the Union fourteen (14) business days prior to the proposed implementation date.

**10.10 Transfer of Bargaining Unit Work.** Nothing prohibits the City from assigning non-bargaining unit employees, including but not limited to employees, supervisors, and managers, work presently and regularly performed by bargaining unit employees in cases of emergencies as determined by the City, absences, relief, training employees, or other incidental amounts of bargaining unit work.

**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.

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All temporary and seasonal 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.

An employee shall be given notice of a layoff with as much notice as reasonably possible, but no less than fourteen (14) calendar days before the effective date. Notice of the layoff will be given to the Local Union President, or designee, and to the employee.

Employees shall be laid off in a division 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 or consider alternatives to layoff by the Union.

Within individual division, a bargaining unit employee scheduled for layoff may bump the least senior employee at the same or lower salary range occupying a position the employee previously held in the employee's present department. An employee wishing to bump must exercise his or her right within five (5) calendar days from the date he or she receives his or her layoff notice. 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 does not currently have the relevant certification/license, the employee is still eligible to exercise this bumping right provided the pertinent certification/license is and can be obtained within six (6) months.

An employee who bumps another employee must complete probation in the position. Failure to make probation within six (6) months will result in the employee's termination. 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.

**11.2 Recall.** Employees who were laid off 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 two (2) years.

**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 five (5) calendar days 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.

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**ARTICLE 12 – COMPENSATION**

**12.1 Wages.**

Effective July 1, ~~2017 or upon ratification and City Council approval, whichever is later~~, each employee base wage will be increased by ~~two~~ one point five percent (1.5%).

~~Effective July 1, 2018, each employee base wage will be increased by two and one quarter percent (2.25%).~~

~~Effective July 1, 2019, each employee base wage will be increased by two and one quarter percent (2.25%).~~

Trainee Driver Pay - During their training period, drivers will be paid \$1.00 above current minimum wage per hour.

**12.2 Merit Increases.** Movement within the employee's salary range will be granted to regular full-time and regular part-time employees annually based on satisfactory performance and continuous service. Part-time employees will be granted step increases upon either reaching 2,080 hours or the employee's anniversary date (whichever comes first). If the part-time employee reaches 2,080 hours first, then that date will become their ~~his or her~~ new anniversary date.

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. Discretionary increases above four percent 4% and bonuses are not grievable. In the event movement within the City'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, at the contribution levels outlined in Section 12.4, Insurance, below, while on Workers' Compensation for up to one (1) 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.**

~~Effective January 1, 2015,~~ The City will contribute no more than ninety percent (90%) of the monthly premium per regular full-time employee toward either the Kaiser plans or Copay plans

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with accompanying dental options. The employee will pay the difference and will pay the monthly amount through a payroll deduction.

Regular part-time employees and Extra-Board employees will pay a percentage of the selected health insurance plan premiums on a prorated basis as determined by actual hours worked, including paid leaves approved and taken, divided by 173.33 hours per pay period. The City's contribution will not exceed ninety percent (90%) of the monthly premiums.

The City will also continue to maintain CIS Life Plan 5 (\$50,000) and the matching accidental death and dismemberment benefit.

The City shall not be obligated to increase its contributions to the plans after ~~June 30, 2017~~ November 30, 2020, unless otherwise mutually agreed or negotiated by the parties.

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

**12.5 City's Right to Modify Plans and/or Benefits.** The Employer retains the right to change the plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the City's current healthcare plan set forth in Section 12.4, Insurance.

**12.6 Retirement.** The City shall continue to participate in the Public Employees Retirement System(PERS)/Oregon Public Service Retirement Plan Pension (OPSRPP) or any successor plan as required by the governing statutes and administrative rules and will continue to pick-up the employee's contribution of six percent (6%). In the event it is determined by the Legislature, courts, or initiative that the City cannot pick up the employee's contribution, the six percent (6%) shall revert to salary.

The City will continue to participate in the program for use of unused accumulated sick leave as an "option" choice for employees as provided by statute and administrative rule.

**12.7 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. When so assigned for more than four (4) hours in the workday, the employee shall be compensated at five percent (5%) above their current salary for each hour worked in the higher classification.

The City will not change assignments to avoid payment on work out of class, unless such change is an operational necessity.

**12.8 Promotion.** Employees that are promoted shall receive at least a five percent (5%) pay increase. Reclassifications are not subject to Section 12.8.

**12.9 Reclassification.** In order to provide easy access for employees, the City will place the City's employee handbook and all classification descriptions for the bargaining unit on the City's intranet. The City will acknowledge receipt of reclassification requests within ten (10) calendar

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days. Whenever requests for reclassification are made under this appendix, the City will notify the Union President.

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 two and one-half percent (2½%) apart, the employee will receive a two and one-half percent (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.

**ARTICLE 13 - HOLIDAYS**

**13.1 Holidays 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. | Veterans' Day - November 11th         |
| Presidents' 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         |

All regular full-time City employees shall be paid eight (8) hours at their regular straight-time hourly wage for all holidays referred to under this Section. 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.

Regular part-time employees with a fixed route shall receive holiday pay on a prorated basis, as determined by their FTE, not to exceed eight (8) hours.

Extra Board employees shall receive holiday pay on a prorated basis, as determined by their paid hours in the pay period during which the holiday falls, including approved paid sick, vacation, and comp time, divided by the number of hours in the pay period, minus eight (8) hours per holiday, not to exceed eight (8) hours.

Eligible employees must work their scheduled days immediately before and immediately after the holiday in order to receive holiday pay, unless they provide a note from a healthcare professional excusing their absence on the scheduled day immediately before or immediately after the holiday. The employee must provide such note from a healthcare professional to his/her supervisor or manager no later than 5:00 p.m. on the third business day following the employee's return to work. The day of the employee's return to work shall count as the first business day.

**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

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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 (3) 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 (3) 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 for all hours worked at time and one-half the regular rate of pay plus regular holiday pay. The time and one-half pay specified above shall occur only on the actual holiday.

**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 (other than temporary and seasonal employees) shall be assigned on a rotational basis by inverse seniority.

FULLY RECOMMENDED TENTATIVE AGREEMENT 05-06-2020**ARTICLE 14 - VACATION****14.1 Accrual.**

Vacation leave shall accrue monthly and may be taken when earned. Full-time employees will accrue vacation according to the following accrual schedule:

<u>Months of Service</u>	<u>Accrued Leave Hours (rate)</u>
0-60	8 hours / 12 days
61-120	11.33 hours / 17 days
121-180	13.33 hours / 20 days
181+	16 hours / 24 days

Part-time employees shall accrue vacation leave on a prorated basis, as determined by their paid hours in each pay period, including approved paid leaves, divided by the number of hours in the respective pay period, not to exceed the maximum monthly accrual for full-time employees.

**14.2 Eligibility.** New employees shall not be eligible for vacation leave during probation, although vacation leave shall accrue from the beginning of employment. Up to 40 hours of vacation may be taken after satisfactory completion of probation. Upon request, the City, may allow an employee to use earned vacation days during probationary periods.

**14.3 Maximum Accrual.** Employees shall be required to take one (1) week of vacation per year, but may only accrue up to 240 hours 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 (1) 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 Division seniority provided, however, that each employee may only exercise their seniority for vacation bidding once per calendar year, notwithstanding the vacation bidding process for Operations employees.

Operations employees will bid twice annually for vacation leave based on their Division seniority. Each Operations employee will have two (2) business days once they receive notification to place their bid. Once the most senior Operations employee places a bid, the next senior employee will be allowed to bid and so on. If an Operations employee misses the deadline for their bid, the next senior Operations employee will be allowed to bid.

The first round of vacation bidding will begin on the first business day in November and will not extend beyond the last business day in December. The bid will encompass the calendar year immediately following the completion of the first round of vacation bidding and the first week of the subsequent year. Vacation bids will be for a single specified vacation period.

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The second round of vacation bidding will begin immediately following the conclusion of the first round of bidding, based on Division seniority. Each Operations employee will have two (2) business days once they receive notification to place their bid. Once the most senior Operations employee places a bid, the next senior employee will be allowed to bid and so on. If an Operations employee misses the deadline for their bid, the next senior Operations employee will be allowed to bid. The second round of bidding will not extend beyond the last business day in February and will encompass May 1 through December 31 of the calendar year during which the second round of vacation bidding is completed. Vacation bids will be for a single specified vacation period.

After the first round of vacation bidding is complete, all requests for vacation leave between January 1 and April 30 will be evaluated on a first-come first-served basis, subject to the City's operational needs. After the second round of vacation bidding is complete, all requests for vacation leave between May 1 and December 31 will be evaluated on a first-come first-served basis, subject to the City's operational needs. Management will notify employees at the conclusion of each round via department bulletin board.

**14.5 Pay Upon Separation.** Upon termination of employment, unused vacation benefits earned will be paid out with the final paycheck.

**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 have a leave sharing plan that will allow employees to transfer accumulated vacation leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer "a medical emergency," including serious injuries or illnesses as defined by FMLA, and who have exhausted all paid leaves are eligible to receive leave donated by a coworker into the leave sharing bank. The employee shall request leave donations in writing to the Human Resources Department.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

**ARTICLE 15 – SICK LEAVE**

**15.1 Accrual.** All regular full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Sick leave shall accrue from the date of employment.

Part-time employees shall accrue sick leave on a prorated basis, as determined by their paid hours in each pay period, including approved paid leaves, divided by the number of hours in the respective pay period, not to exceed eight (8) hours.



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Seasonal and temporary employees shall accrue sick leave at the rate of one (1) hour accrued for every thirty (30) hours worked.

**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 of an immediate family member requiring the employee to remain at home. For the purposes of this Section, immediate family member shall include spouse, domestic partner, parents (including step-parents and in loco parentis), children (including step-children and foster children), current father-in-law and mother-in-law, grandparents, grandchildren, and other relatives living in the employee's household.

d) Necessity for medical or dental care.

~~e)~~ For any reason defined in the Oregon Paid Sick Leave Law, ORS 653.601-653.661.

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

Written proof of the need for sick leave from the attending physician may be required at the City's discretion for absences in excess of three (3) consecutive work days, or if the City has reason to believe that the employee is abusing sick leave privileges. Misuse of sick leave benefits will be subject to disciplinary action.

**15.3 Notification.** An employee who is unable to report for work as scheduled shall report the reasons for absence to ~~their his/her~~ supervisor, when possible, one (1) hour prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made or unless special circumstances existed to justify the failure to report. Additionally, the employee must call in to report any continuing need to be absent to ~~their his/her~~ immediate supervisor prior to the start of each subsequent shift to be eligible for sick leave benefits on these workdays. No daily notice will be required when the employee has submitted a doctor's slip which specifically states ~~they he/she~~ will be unable to return to work until a certain date.

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, etc.).

**15.5 Family Medical Leave.** Employees shall be granted twelve (12) weeks leave upon request pursuant to ORS 659a.150-186. Employees must use accrued vacation, sick leave, compensatory time, and/or leave without pay while on Family Medical Leave. The employee shall submit ~~their his/her~~ request for Family Medical Leave in writing.

**15.6 Physician Evaluation.** The City may require an employee to see a physician of the employee's choice whenever it objectively believes the employee may be unable to safely perform their job. The employee will bear the cost of the physician's visit. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union

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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. If concerns regarding the employee's ability to safely perform ~~their his/her~~ job continue, the City may require the employee to see a physician of the City's choosing. The City will bear the cost of the physician's visit. 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.

**15.7 Transfer.** The City shall have a leave sharing plan that will allow employees to transfer accumulated sick leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer "a medical emergency," including serious injuries or illnesses as defined by FMLA, and who have exhausted all paid leaves are eligible to receive leave donated by a coworker into the leave sharing bank. The transferring employee must maintain a sick leave balance for ~~their his/her~~ own use of at least 480 hours. The employee shall request leave donations in writing to the Human Resources Department.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

**15.8 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.

**15.9 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.

**15.10 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 will reimburse an employee for 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 written approval from the City Manager/designee for reimbursement prior to registration for such course.

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- 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. Studying or preparing for classes, lectures, conferences, or conventions shall not be allowed on work time.

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, consistent with Oregon Administrative Rule 839-020-0045. 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 forty (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. However, if it is foreseeable that the travel time will cause the employee to exceed forty (40) hours in a workweek, the employee must receive the City's approval of the overtime. Meals shall be re-reimbursed according to the City's Travel Policy. 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 employee must receive written approval from the City Manager/designee and make prior arrangements with his/her supervisor. In that event, the City Manager/designee will:

Pay for the cost of the course and related tests in advance, provided that the 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

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.** The cost of textbooks and technical publications required for courses for an employee's current position shall be the responsibility of the City. Upon completion of such courses, the textbooks and technical publications shall remain City property.

**ARTICLE 17 – OTHER LEAVES**

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**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 Agreement, entitled to its non-economic benefits such as access to the grievance procedure. Unless required by law or otherwise specified in this Agreement, employees on leave without pay shall not accrue any economic benefits, including seniority.

**17.5 Bereavement Leave.** Full-time employees may be granted up to forty (40) hours of paid leave in the event of the death of an immediate family member. The leave is intended to allow the employee time to attend the funeral and make necessary arrangements. Part-time employees may be granted bereavement leave on a pro-rata basis. An immediate family member includes: spouse, domestic partner, parent or step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal grandparents, paternal grandparents, grandchildren, or a person with whom the employee was in a relationship of in loco parentis. Upon application and mutual agreement with the employee's supervisor, the employee may use accumulated leave after the forty (40) hours of compensated leave. Such request for additional leave shall not be unreasonably denied.

Deviations from the definition of immediate family shall not be allowed; however, the City will consider other leave for employees that wish to take time off as a result of some other person that is significant to him/her.

Bereavement leave under this section will be counted as OFLA leave to the extent allowed by law.

**17.6 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 will not suffer any loss of regular City compensation he/she would have earned during such absence. Employees are required to waive the jury/witness fee provided by the court. Employees must either waive the juror/witness compensation or must sign the funds over to the City.

**17.7 Military.** Military leave is granted to all employees absent from work due to service in the U.S. uniformed services in accordance with the Uniformed Services Employment and

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Reemployment Rights Act (USERRA) and state law. Generally, advanced notice is required prior to taking military service or training leave.

**17.8 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 (2) hours of work.

**ARTICLE 18 – DISCIPLINE**

**18.1 Discipline and Discharge.** No covered employee shall be disciplined or discharged except for just cause. Oral warnings, even if reduced to writing, are not considered to be discipline and may not be protested through the grievance procedure. Disciplinary actions include, but are not limited to: written reprimands, suspensions, demotions and discharge. Whenever an employee is disciplined the employee shall sign the notice of disciplinary action as specified in Section 20.4, Signature Requirement, unless the employee refuses to do so.

Informal discipline and corrective actions, such as counseling, specific directives, work improvement plans, oral warnings (even if reduced to writing) and other similar actions are not considered discipline and will not be placed in the personnel file as such. Informal discipline and corrective actions are not subject to the grievance procedure. Informal discipline and corrective actions may be used for notice of progressive disciplinary sanctions and are subject to review in yearly evaluations. Employees may provide written rebuttal within ten (10) calendar days, to be placed with the informal discipline or corrective action.

**18.2 Excluded Employee.** Probationary employees (as defined in Section 9.1, Original Appointments), less-than-half-time, temporary, and seasonal 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.

**18.3 Imposition.** If a supervisor has reason to discipline an employee, ~~they he/she~~ shall make a 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. The Union/employee representative will have a reasonable amount of time, without the loss of pay, not to exceed a cumulative total of ~~thirty (30)~~45 minutes before and/or after an interview, to consult with 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

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recording will be obliged to provide a copy of the recording if requested by the other party. If a copy of the recording is requested, a reasonable fee may be imposed.

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

**18.5 Investigations.** The City will conduct investigations in a timely, reasonable manner. Notice of the investigation to the employee will include the alleged conduct and the applicable alleged policy violation(s).

The City will advise the employee who is the subject of an investigation and the Union at least every fifteen (15) calendar days of the status of the investigation until the investigation is completed. Following the completion of an investigation that does not result in discipline, the City will advise the employee and the Union that the investigation is complete. Employees can ask the City not to advise the Union under this paragraph, in which event the City shall not advise the Union.

**18.6 Due Process.** Prior to imposition of an economic disciplinary sanction, the following procedural due process shall be followed:

- a) The employee shall be given advance 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) calendar days' notice of any informal hearing, unless mutually agreed to schedule it earlier.

**18.7 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?<sup>1</sup>
- 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?

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<sup>1</sup> The parties agree that there are some offenses that are so egregious that forewarning of consequences is not necessary.

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- 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?

**18.8 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.

**18.9 Discovery Materials.** In the event the Union or employee requests a copy of the disciplinary investigation or related materials, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

**ARTICLE 19 – GRIEVANCE PROCEDURE**

**19.1 Grievance Defined.** A grievance is any dispute concerning the application, interpretation or enforcement of this Agreement.

**19.2 Grievance Procedure.** This shall be the exclusive procedure and remedy involving any alleged violation of this Agreement.

Step 1. The employee, with or without a Union representative, shall first take up the grievance with his/her immediate supervisor within fourteen (14) calendar days immediately following the date the employee had or should have had knowledge of the grievance. A union representative at this step is intended to provide support and clarification for the employee and normally will not present the grievance. The supervisor will then issue a response within fourteen (14) calendar days immediately following the date the employee discussed the grievance with his/her immediate supervisor.

Step 2. If the grievance is not resolved at Step 1, the affected employee(s) shall present the grievance in writing to the Transit Director with a copy to Human Resources within ten (10) calendar days immediately following the date his/her immediate supervisor's response was received or communicated to the affected employee. 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

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- d) The name and signature of the affected employee(s), except in the case of a group grievance. In such case, an officer of the local union will sign.

Within ten (10) calendar days of receipt of the Step 2 grievance, the Transit Director and Human Resources will meet with the grievant and, if the grievant requests, a representative of the Union. In the event a meeting cannot be scheduled because of the unavailability of any party, the parties shall then mutually agree to another date. In any event, the grievant/Union will be given at least twenty-four (24) hours' notice of such meeting. Grievances filed by the City shall be initiated at Step 2 and filed with the Union's President.

The Transit Director shall render a written decision within ten (10) calendar days following the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, the affected employees(s) shall present the grievance in writing to the City Manager within ten (10) calendar days following the Transit Director's response.

Within ten (10) calendar days of receipt of the Step 3 grievance, the City Manager will schedule a meeting to discuss the grievance with the grievant, and if the grievant requests, with a Union representative. In the event a meeting cannot be scheduled because of the unavailability of any party, the parties shall then mutually agree to another date. In any event, the grievant/Union will be given at least twenty-four (24) hours' notice of such meeting. The City Manager shall render a written decision within ten (10) calendar days following the Step 3 meeting.

Step 4. (Optional) Mediation. In the event the grievance is not resolved at Step 3, and within ten (10) calendar days of the City Manager's response at Step 3, either party, the Union or the City, may request mediation in writing. Mediation will occur only if the City and the Union mutually agree to mediation in writing. The parties will agree to a mutually acceptable mediator. Costs for the mediator will be shared equally. The period of mediation will be no longer than sixty (60) calendar days after the date of the initial request for mediation (the mediation period). The parties agree to act in good faith to resolve the grievance. If the grievance is not resolved at Step 4, either party may move the grievance to Step 5, Binding Arbitration, within ten (10) calendar days after the end of mediation. The parties may mutually agree to extend the mediation period in writing before the end of the mediation period.

Step 5. If the grievance is not resolved at Step 3 or 4 and if the Union or the City wishes to pursue the grievance further, the party shall submit the grievance to arbitration by written notice to the City Manager or Union President within ten (10) calendar days following the due date for the Step 3 response or the date the Step 3 response was received, whichever date is sooner, or as described in Step 4.

Unless the parties mutually agree upon an arbitrator, the party requesting arbitration shall, within fourteen (14) calendar days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board for a list of the names of seven (7) arbitrators with their principle place of residence in Oregon or Washington. Upon receipt of the list, the parties shall

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determine by the toss of a coin who will strike first, and the parties shall then continue to alternate strikes until only one (1) 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 thirty (30) calendar 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. The non-prevailing party shall pay arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the non-prevailing party for such purpose.

**19.3 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 advance the grievance to the next step in a timely fashion, the right to binding arbitration of the grievance shall be waived.
- b) If the City or the Union, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by written mutual agreement of the parties.

**19.4 Discovery Materials.** In the event the Union requests materials for review, such as for processing a grievance, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

## **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

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with the items being purged, will also be removed from the file. Documents removed from the personnel file shall be placed in a confidential file maintained by the Human Resources Department. Such purged document will not be used against an employee for the purpose of progressive discipline. Purged documents may be used in any civil or arbitration proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating or extenuating circumstances and compliance with legal obligations. The Union will have equal access, upon request, to these files for the same purposes.

**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.** Pursuant to PECBA, this unit is Strike Prohibited. In the event of a 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 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 thirty (30) days, unless the parties mutually agree to extend such time frame.

**ARTICLE 23 – STATUS OF AGREEMENT**

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**23.1 Complete Agreement.** This Agreement 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 fourteen (14) calendar days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.698. 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 upon execution. The Agreement shall remain in full force and effect through June 30, ~~2020~~2021, 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 ~~sixty thirty~~(360) days from that notice.

This Agreement is hereby executed on this \_\_\_\_ of \_\_\_\_\_, 20~~2017~~ by:

The City of Wilsonville

SEIU Local 503, OPEU

\_\_\_\_\_  
Bryan Cosgrove  
City Manager

\_\_\_\_\_  
~~Brian Rudiger~~Melissa Unger  
Executive Director, SEIU Local 503, OPEU

\_\_\_\_\_  
~~Joseph Cartino~~Madison Hibler  
~~Senior Bargaining~~ Organizer, SEIU Local 503,  
OPEU

\_\_\_\_\_  
Jeanette Patton~~Daniel Gonzalez~~, Bargaining Team  
Member

\_\_\_\_\_  
Michael Ortega~~Michael Ortega~~, Bargaining Team  
Member

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FULLY RECOMMENDED TENTATIVE AGREEMENT 05-06-2020**APPENDIX A – SALARY SCHEDULE**

Effective July 1, 2020 (COLA 1.50%)

Range Position	Hourly		Biweekly (Full-Time)		Annual (Full-Time)	
	Low	High	Low	High	Low	High
120 Fleet Hostler	\$ 17.41	\$ 22.20	\$1,392.80	\$1,776.00	\$ 36,212.80	\$ 46,176.00
125 Equipment Mechanic I	\$ 19.71	\$ 25.10	\$1,576.80	\$2,008.00	\$ 40,996.80	\$ 52,208.00
125 Transit Driver	\$ 19.71	\$ 25.10	\$1,576.80	\$2,008.00	\$ 40,996.80	\$ 52,208.00
128 Dispatcher	\$ 21.21	\$ 27.05	\$1,696.80	\$2,164.00	\$ 44,116.80	\$ 56,264.00
133 Equipment Mechanic II	\$ 24.72	\$ 31.51	\$1,977.60	\$2,520.80	\$ 51,417.60	\$ 65,540.80