CITY OF MILWAUKIE

and

AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES

COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2010 - JUNE 30, 2013

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ARTICLE 1 – RECOGNITION

This CONTRACT is entered into between the CITY OF MILWAUKIE, an Oregon municipal corporation, hereinafter referred to as "CITY", and AFSCME LOCAL 350-5, AFSCME COUNCIL 75 hereinafter referred to as "UNION"

The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purposes of negotiations with the CITY for all regular and regular part-time employees that are or will come under the jurisdiction of the City of Milwaukie, with the exception of employees in the police bargaining unit, confidential or supervisory employees as defined by ORS 243.650 and employees who work less than 20 hours a week or temporary employees. Temporary employees are those working up to six (6) months duration or who work for up to 1039 hours in any calendar year.

A. Limited Term Employees

Any employee appointed to a position designated by mutual agreement between the CITY and the UNION as a "limited term" position. Limited term appointments shall not exceed two years. Limited term employees are covered by all provisions of this bargaining agreement except Article (10) Seniority and Article (15) Layoff.

B. Purpose

It is the purpose of this CONTRACT to maintain and increase individual productivity and quality of services, to prevent any interruptions of work and interference with the efficient operation of the CITY; and to set forth the full and complete agreement between the parties concerning wages, hours of work and conditions of employment.

C. Negotiations

The CITY agrees to negotiate only with the UNION through its negotiating agent or agents officially designated by the UNION to act in its behalf. The CITY further agrees that neither it nor any of its officials or agents will attempt to negotiate privately or individually with any member or members.

The UNION recognizes the CITY as the duly elected representative of the people and agrees to negotiate only with the CITY through the negotiating agent or agents officially designated by the City Council to act in its behalf. The UNION agrees further that neither it, nor any of its members or agents, will attempt to negotiate privately or individually with any Council member, manager or other person or persons.

D. New classifications

In the event the CITY establishes a new classification in the unit, the classification title, classification specification and proposed salary range shall be forwarded to the UNION for review and comment. If the UNION agrees with the salary range, it shall so notify the CITY within ten (10) calendar days. If the UNION disagrees with the proposed salary range, it shall notify the CITY within ten (10) calendar days and the parties shall meet to discuss this issue. If the UNION does not notify the CITY of its agreement or disagreement within ten (10) calendar days, it shall be considered that the UNION agrees with the salary range.

ARTICLE 2 – MANAGEMENT RIGHTS

A. Responsibilities

It is recognized that the CITY has and will continue to retain the exclusive right and responsibility to operate and manage the CITY, its departments, facilities, properties and the work related activities of its employees. Rights of employees and the UNION are limited to those rights set forth in the CONTRACT and provided by the United States and Oregon Constitutions, and the Charter of the City of Milwaukie.

Except as limited by the terms of this CONTRACT, the CITY's managerial and operational authority includes, but is not limited to, the right to determine the location of facilities and work stations; the right to establish, relocate or close existing facilities; the right to subcontract; the right to maintain discipline and control; the determination of safety, health and property protection measures; the right to direct all working forces, including the right to hire, suspend, discharge and transfer employees; the determination of the size of the working force, the allocation and assignment of work; the creation, combination, modification or elimination of positions, and the determination of work schedules and hours of work. The CITY's right to subcontract shall not be used for the specific purpose of undermining or discriminating against the UNION.

B. Contracting out

The UNION recognizes that the CITY retains the right to contract and subcontract work as it determines; provided that as to work presently and regularly performed by members of the bargaining unit, the CITY agrees to afford an opportunity to the UNION to meet and discuss the effect of such action on the employment level prior to finalizing and implementing its decision. The CITY agrees to give consideration to alternatives such as work force reduction by attrition, transfers to open vacancies and preferential rehiring when such contracting action will affect the employment level. Such considerations shall be within the CITY's primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.

ARTICLE 3 – EMPLOYEE RIGHTS

A. Fair share

The terms of this CONTRACT have been made for all employees in the bargaining unit and not only for members of the UNION. It is therefore fair that each employee should bear a lawful fair share of the costs incurred by the UNION in meeting its responsibilities to negotiate and administer this CONTRACT for all members of the bargaining unit. Therefore, in accordance with applicable State law, the following provisions are agreed to:

1. Payments-in-lieu-of-Dues

Any employee in the bargaining unit who has not joined the UNION within 30 days of signing this CONTRACT or 30 days of becoming an employee shall pay the UNION an amount equal to each employee's share of the cost of negotiating and administering the contract. The UNION will identify the "payment-in-lieu-of-dues" amount to the CITY in the same manner it identifies dues.

2. Religious Objection

Any individual employee who has objection to the above, based on a bona fide religious tenet or teaching of a church or religious body, of which the employee is a member, shall inform the CITY and UNION of the objection. Such employee shall be allowed to contribute an amount equal to the payment-in-lieu-of-dues to a non-religious charity mutually agreed upon between the employee and the UNION. The employee shall furnish proof to the CITY and the UNION that this has been done.

3. Not Subject to Grievance Procedure

Any dispute between an employee, the UNION or the CITY concerning the amount of the payments in-lieu-of-dues or a religious objection is not subject to the grievance procedure. Such disputes are solely between the UNION and the affected employee and no recourse shall be available through this CONTRACT. The UNION agrees to indemnify, defend and hold the CITY harmless against any claims made or suits begun against the CITY as a result of this Section A.

B. Job posting

The CITY when it determines to fill a vacancy in the Career Service through competitive examination will send a copy to the following:

1. Each CITY facility with AFSCME UNION employees; and
2. The AFSCME UNION President.

The CITY shall post such job announcements on all bulletin boards for not less than seven (7) calendar days.

C. Part-time fringe benefits

Fringe benefits for part-time employees will be calculated based upon the budgeted full-time equivalency (FTE) of the position using the chart below.

FTE	Prorated Benefit
1.0 to .90 FTE	100%
.89 to .66 FTE	75%
.65 to .50 FTE	50%

Fringe benefits include sick leave, vacation leave, holiday leave, medical insurance, deferred compensation, shift differential, vision coverage, dental insurance and life insurance.

ARTICLE 4 – UNION RIGHTS

A. Officers & representatives

The UNION shall certify to the CITY Human Resources Director the names and addresses of UNION officers and representatives. The CITY may refuse to recognize such officers and representatives until so certified.

Payroll deduction of dues or payments-in-lieu-of-dues shall be made by the dispersing officer for the CITY each month to the Treasurer of the UNION without any requirement of specific authorization by the affected employee and shall continue for the life of the CONTRACT as long as the employee is employed in the bargaining unit. The amount of dues shall be indicated by the UNION to the CITY in writing and shall be effective on the date indicated by the UNION.

B. Access

UNION representatives shall be accorded reasonable access to CITY premises for the purpose of UNION business, provided that such access does not interfere with the performance by CITY employees of their duties and further provided that if such access is during work hours, such representatives shall give reasonable notice to the Human Resources Director of their intent to exercise the privileges of this section.

C. Interference of work

1. Duties

Duties required by the UNION of its officers, excepting attendance at meetings with the CITY or with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their or other employees' regular work assignments as employees of the CITY.

2. Approval

No UNION officer shall leave a duty or work station for purposes connected with the UNION office without the specific approval of the supervisor or other authorized management official.

3. Outside working hours

UNION activities will normally be carried on outside of working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of UNION notices and distribution of literature which do not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they are authorized and may be done without loss of pay to the employees involved. The UNION officer performing such union activities during working hours must give notice to and receive approval from the supervisor or other authorized management official to ensure the UNION officer is not disrupting employee work performance.

D. Strike/lockout

Neither the UNION, its officers or agents, nor any of the employees covered by this CONTRACT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position or the stoppage of work during the term of this CONTRACT. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined as the CITY deems necessary.

There will be no lockout of employees in the unit by the CITY as a consequence of any dispute arising during the period of this CONTRACT.

E. Bulletin Boards

The CITY agrees to provide the UNION bulletin board space, in mutually agreed locations, for the use of the UNION in communicating with bargaining unit employees.

1. Union representatives (those persons holding positions as officers within the UNION and/or AFSCME Council 75 Representatives) may use the CITY e-mail system to communicate concerning collective bargaining.

a) "Collective bargaining" means any of the following:

1) Union announcements to the union membership (such as meeting subjects, dates and times);

2) The meaning, interpretation or application of this contract:

3) Grievances proposed in accordance with Article 16 of the contract;

4) Matters related to the collective bargaining relationship between the CITY and the UNION.

2. Union members may use the CITY e-mail system to contact UNION representatives and or the Council 75 representatives regarding collective bargaining, including any of the following purposes:

a) To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this CONTRACT.

b) To ask a question regarding the meaning, interpretation, or application of this CONTRACT.

c) To present a grievance pursuant to Article 16 of this CONTRACT, regarding the meaning, interpretation or application of this CONTRACT.

d) To request union representation in matters concerning the meaning, application or interpretation of this CONTRACT.

It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the CITY e-mail system, and that the CITY reserves the right to access and disclose all messages sent over the CITY e-mail system for any purpose. It is expressly understood that there are no expectation of confidentiality concerning communications sent over the CITY e-mail system concerning grievances processed pursuant to Article 16 of this CONTRACT or negotiations between the parties to this CONTRACT.

The CITY e-mail system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the e-mail system listed above. "Political purposes" shall include matters in support of or opposition to candidates or measures in any election, including UNION elections.

The CITY negotiating committee shall meet at mutually convenient times with the UNION negotiating committee. The UNION negotiating committee shall consist of not more than four (4) members selected by the UNION. Union negotiating committee members will suffer no loss of pay for their attendance at bargaining. Attendance will not result in any overtime obligations on the part of the City. Negotiation preparation meetings shall be conducted on the employees' own time, however, this does not apply to the UNION'S bargaining teams preparations directly before or after a negotiation meeting with the CITY.

ARTICLE 5 – NON-DISCRIMINATION

A. Not interfere

The CITY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, by the CITY or any CITY representative against any employee because of UNION membership or because of any employee activity in an official capacity on behalf of the UNION, provided such activity does not interfere with CITY operations in serving and carrying out its responsibility to the public and is consistent with the terms of this CONTRACT.

B. Apply equally

The provisions of this CONTRACT shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, mental or physical disability (subject to the individual's ability and qualifications to perform the duties of the classification), or political affiliation and other protected class as outlined by Federal or State law or City policy. The UNION shall share with the CITY the responsibility for applying this provision of the CONTRACT.

The UNION recognizes its responsibility as the bargaining agent for all bargaining unit employees and agrees to represent itself as a bargaining unit without discrimination, interference, restraint, or coercion, whether or not those members of the bargaining unit belong to said UNION.

C. Cooperation

Cooperate with investigation of complaints: In the event a discrimination complaint is made against either party, both parties agree to cooperate by providing information relative to the complaint.

D. Not apply to grievance/arbitration article

In recognition of the various state and federal laws and regulations dealing with and providing remedies for discrimination, the parties agree that the provisions of this article shall not be subject to Step 4 of the grievance procedure.

E. Gender reference

All references to employees in this CONTRACT designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 – HOURS OF WORK

A. Work week

The workweek of full time employees shall be forty (40) hours. The workweek shall normally consist of five (5) consecutive days. However, the CITY reserves the right to determine the workweek based on the needs of the CITY and services to the public.

B. Workday (Split shift)

In the case of a split shift, the time an employee works in a day, after twelve (12) hours from the time an employee initially reports for work, shall be considered overtime.

C. Workshift

All shifts shall have a starting and quitting time established by the CITY.

D. Lunch & breaks

All employees who are scheduled to work six (6) or more consecutive hours shall be granted an unpaid lunch period of thirty (30) to sixty (60) minutes. Such lunch periods shall be scheduled as near as possible to the midpoint of the work schedule consistent with the CITY's need to provide service to the public.

All employees shall receive a fifteen (15) minute rest period for each four hours worked consecutively. If possible, such rest period shall be scheduled near the midpoint of the four-hour work period.

E. Changes

The CITY agrees it will not change the workweek to a four day work week, ten hour day schedule for any employee more than once per calendar year. If the CITY wishes to change the workweek for any employee to a four day work week, ten hour day schedule more than once per calendar year, the consent of the UNION shall be required. Return from the four day work week, ten hour day schedule to the original work week shall not count as a change in the work week.

Notice of seasonal changes in the work schedule shall be posted three (3) working days prior to the effective date of the change. At least three (3) working days notice shall be given to an employee prior to a temporary change for situations such as training or meetings outside of normal working hours.

F. Emergency Schedule Changes

If there is an emergency situation such as inclement weather that requires 24-hour operations the City may convert to a 24-hour operation immediately. In that instance anyone who is currently working will be allowed to finish any portion or all of their shift or go home unless that is the shift they are scheduled to fill for emergency situations. If an employee goes home they may either take the time off as LWOP or any accrued leave other than sick leave. If an employee works a swing or graveyard shift within the first 24 hours of the activation that employee will receive double time (call back rate) for that shift. Any subsequent shifts will be at straight time. If the emergency operation is called off by midnight all employees will resume their normal work schedule the following day and return to their normal straight time rate of pay for hours worked. If an emergency operation is called off between midnight and 7 a.m. those that have worked swing shift will be given the option of working the day shift at straight time, or taking LWOP or using any accrued leaves other than sick leave to cover the absence. Those that are working the graveyard shift will be given the option of staying up to six (6) hours more on the day shift at time and ½ for any hours over eight (8) in a shift. Those scheduled to normally work the day shift will be expected to report to work as already scheduled at a straight time rate of pay. This section also applies to work at the Emergency Operations Center.

G. Flex-arrangements

The grievance procedures set forth in this agreement shall not apply to flex arrangements.

1. Flex-time on infrequent basis

Employees may request flexible scheduling which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees the ability to adjust the hours of a work shift. Such a modification is not automatic and is subject to approval of the supervisor and must meet the business needs of the City. A flexible work schedule shall still total forty (40) hours per week. Utilization of flexible scheduling must meet the following criteria:

1) Not exceed three (3) hours variance per day
2) Be mutually beneficial to employees and the City
3) Not negatively affect other employees
4) Not impede customer service or normal work process
5) Not generate additional labor costs or overtime
6) Occur during the same work day

Employee requests for flexible scheduling must be submitted to the supervisor at least twenty-four (24) hours in advance and in writing or by e-mail, unless the City waives said requirements. The supervisor must respond in writing or by e-mail.

2. Flex-time – Regular change to schedule

Employees may request a flexible schedule, which permits a modification to the regular work hours per day or days of work per week. Such a modification is not automatic and is subject to approval of the supervisor and must meet the business needs of the City. A flexible work schedule shall still total forty (40) hours per week. Adjustments to hours of work must:

- Not exceed ten (10) hours of work per day
- Be mutually beneficial to employees and the City of Milwaukie
- Not negatively affect other employees
- Not impede customer service or normal work process
- Not generate additional labor costs or overtime

a) Requesting a modified work schedule on a regular basis.

b) Employee requests for flexible scheduling on a regular basis must be submitted at least two (2) weeks in advance and in writing or e-mail, unless the City waives said requirements. The supervisor must respond in writing or by e-mail and provide a copy of the request and response to Human Resources. Any approved changes will be documented in the employee's personnel file.

c) A regular change to schedule to permit flextime may only be requested once in a twelve-month period of time. However an employee may have their schedule reverted back to a five (5) day eight (8) hour day during the same twelve months at either the request of the City or the employee.

d) Either the City or the employee may revert back to a non-flex work schedule with two (2) weeks notice to the other party.

3. Impact on Overtime

When an employee requests a modified work schedule, that would result in the employee working more than eight (8) hours in a day, the City will not be responsible for overtime until the hours worked exceed ten (10) hours in any given workday or forty (40) hours in a work week. When the City requests an employee scheduled for an eight hour workday to work over eight (8) hours in a day or forty (40) hours in a week, the overtime provisions outlined in Article 9 of this contract will still apply.

4. Job share

At the CITY's discretion, more than one employee may occupy a single authorized position, as job share employees each working no less than .5 FTE.

a) The conversion of a position from full time to Job Share status must originate with a written request from the employee occupying that full time position to the Human Resources Director. The CITY shall notify the employee requesting the job share of the CITY's decision in writing. Current employees in the department in which the position is created will have the first opportunity to apply for the job share position(s).

b) Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked.

c) Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full time position based on a prorate of regular hours scheduled per week or month, whatever is appropriate (Reference Article 3, Section C). In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee.

H. City Closure

1. Emergencies

Jointly, we recognize that in times of emergency, employees will perform best if they know that their families are safe and secure. We will provide reasonable time for employees to contact their family and make necessary arrangement for their families safety and security, so long as the lives and property of Milwaukie residents are not placed in jeopardy. Off-duty labor or management personnel will do what they can to assist families of on-duty workers as much as possible.

Employees in "Operations" are considered to be essential personnel, and unless otherwise excused, must report to work in emergencies and in inclement weather situations.

2. Procedures

If an employee is advised by the City Manager or a department head not to report to work for other than a layoff or is sent home prior to the end of the shift for other than disciplinary reasons, the employee shall be paid his regular rate of pay.

If an employee is unable to come to work due to inclement weather conditions, the employee may request to: 1) make up the time during the week of absence; 2) take the time as leave without pay or 3) use accrued leave banks, other than sick leave, to cover the time off of work. If the employee elects to make up the time, it is subject to the approval of the supervisor consistent with the needs of the CITY so as not to incur overtime costs. In the event the employee does not select one of the above options, the absence shall be treated as unpaid leave.

It is the employee's responsibility to check the CITY'S inclement weather line to see if they are to report for work. It is the CITY'S responsibility to have the inclement weather line updated by 6 a.m. on the morning of any CITY closure.

In emergency operations situations, the department head or designee shall be responsible for assignments of duties, as needed, to perform the tasks necessary for service continuance. Staff assignments, to the extent possible, shall be rotated through qualified personnel and posted in the JCB lunchroom and available through each Operations Supervisor.

Essential employees required to work after the City Manager closes city buildings and sends non-essential employees home will receive time and one-half(1 ½) pay for hours worked during this closure that would have been during normal business hours of the City (Monday through Friday, excluding weekends and holidays), but not for any time that the employee receives double time pay under Section F of this Article. Compensation shall not be paid twice for the same hours.

ARTICLE 7 – WAGES

A. Salary schedule

Wage rates for all classifications covered by this contract are contained in Appendices A of this CONTRACT. Each year the negotiated cost of living increase will be added to Range 1.0 Step A; from there the remainder of the schedule is developed with 5% differences between ranges and steps.

B. General Increases

Effective on the first day of the pay period of July 1, 2011 all AFSCME members will receive a cost of living wage increase of one and a half percent (1.5%).

Effective on the first day of the pay period of July 1, 2012 all AFSCME members will receive a cost of living wage increase in the amount of the CPI-U Portland, annual average, for the previous calendar year with a minimum of 2% and a maximum of 4%.

C. Longevity Pay

To recognize the importance of employee retention and reward employees for their dedication to the City, employees will receive one (1%) of their base pay added to base pay after ten (10) years of service. After fifteen (15) years of service, an employee will receive a total of two (2%) additional to base pay. After twenty (20) years of service an employee shall receive a total of three (3%) of base pay.

ARTICLE 8 – ADDITIONAL COMPENSATION

A. Assignment

1. Working Out of Class (WOC)

Employees assigned by the department head or his designees to perform the duties of a higher paid position within the bargaining unit shall be paid for all such work at a higher rate. If an employee is acting in capacity for a supervisor for one full work day or more the employee will be eligible for working out of class. The higher rate shall be the first step in the higher range that allows for a five (5%) increase but in no case shall the working out of class pay exceed ten (10%).

2. Stand-by

Nothing in this section shall be construed to abridge management's right to assign supervisory staff to these assignments. Supervisory staff must be qualified for the respective standby assignment.

Insofar as practical, all qualified Public Works personnel will be afforded the opportunity to participate an equal number of times in the standby program for which they are qualified to be assigned. During standby periods, employees shall be compensated:

a) Compensation

1.25 hours of compensation per day, to be paid to the employee at 2007/10 their hourly rate of pay; or to be taken as compensatory time off. The rate of holidays will be 2.50 hours per holiday spent on call.

If an employee is WOC during the day and required to carry a Pager after regular work hours, the employee will receive both WOC and standby pay.

b) General Standby Assignment

Qualified Public Works personnel may be requested to participate in a standby program to provide twenty-four (24) hour staffing in response to emergency situations. If stand-by is assigned, the personnel assigned must be qualified by having received adequate cross training in the assigned specialty. No employee may be on stand-by while on vacation or sick leave.

To qualify, one must be employed in any one of the following classifications:

> Utility Worker I, Utility Worker II, Utility Specialist I, Utility Specialist II, Water Quality Coordinator, Facilities Maintenance Coordinator, Mechanic and any other non clerical bargaining unit positions that may be created in public works.

c) Telemetering/SCADA Response Assignment

To qualify for the Telemetering/SCADA response assignments employees must be adequately trained on the Telemetering (SCADA) system and be SCADA trained. Employees who do not qualify for either standby program under the provisions above, but who feel they are capable of making judgments in emergency situations without back-up, can apply to the Operations Director in writing for an exception to the qualifications. The Operations Director will respond in writing as to the decision and the reason for the decision. Employees may be withdrawn from any standby assignments if they demonstrate they are unable to handle the responsibilities involved.

3. Specialty Pay

The CITY may assign employees who provide knowledge, skill or ability to the CITY that is not a part of their regular job description and is not considered "working out of class" to a specialty assignment. Employees who have a specialty assignment are eligible for specialty pay for hours worked as part of that assignment.

a) Approval

An employee may be placed on a specialty assignment by a written request of the employee's department head. This request must be approved by the Human Resources Director prior to the commencement of the specialty assignment. The Human Resources Director will consider requests for specialty assignments based on the following criteria: (1) the CITY needs and will use a special skill, ability or knowledge of the employee; (2) the special skill, ability or knowledge the employee uses outside the job classification of the employee; and (3) the special skill, ability or knowledge of the employee may be acknowledged by a certification or degree program. The Human Resources Director will reach a decision within fourteen (14) calendar days from receipt of the written request of the employee's department head.

b) Rate

Employees who have been placed on a specialty assignment shall be compensated at the first step in the higher range that allows for a five (5%) increase but in no case shall the specialty pay exceed ten (10%) more than the employee's regular rate for the actual hours worked on the specialty assignment. The actual rate of pay will be determined by the Human Resources Director as part of consideration of the request. The amount of training required to acquire the special skill, ability or knowledge of the employee will be considered in determining the actual rate of pay.

c) Time limit

An employee may not be placed on a single specialty assignment that exceeds 4,000 hours in any five-year period. Should the department head require that the specialty assignment continue beyond this limit, then the department head will work with Human Resources to consider reclassification of the employee's position.

4. Coach

Employees will receive five (5%) of base pay rate for the work period that they are designated, in writing, by the department head, as a coach.

It shall be the responsibility of management to determine when and if an employee will be assigned a coach, who that coach will be, and the duration of the assignment.

Coaching includes the full responsibility for training an employee. A training schedule will be developed in advance. The coach will be responsible for a daily, weekly, and monthly evaluation. The coach will be responsible to the employee's supervisor for the performance evaluation of the trainee. The coach will be held responsible for satisfactory performance as a coach.

5. Appeals for WOC and Coach

If an employee believes they should be considered for working out of classification, specialty pay, or coaching pay for a temporary assignment (Sections 1,3, and 4 above), the employee may make a written request of their supervisor. If the employee does not receive an answer within fourteen (14) calendar days from making their request of their supervisor or if the employee does not agree with the supervisor's response, the employee may request that the Human Resources Director investigate the request. The request to the Human Resources Director shall be within fourteen (14) calendar days of knowledge of the above inaction by the supervisor or receipt of supervisor's decision. The Human Resources Director will make a decision within fourteen (14) calendar days of receipt of said request.

6. Shift Differential

The CITY agrees to pay twenty dollars ($20.00) per month shift differential to those library employees covered by this CONTRACT who are required to work on evening shifts.

B. Incentives

1. Fitness / wellness

In order to reward the extraordinary health record achiever, employees shall be allowed to accrue eight (8) hours of fitness/wellness time for each calendar quarter during the fiscal year that accrued sick leave is not used. Any increment of sick leave taken, except bereavement leave, shall disqualify an employee from earning this benefit.

a) Maximum accrual of Fitness/Wellness time earned is 80 hours at any given time. If your bank has reached 80 hours, you must take Fitness/Wellness time off in order to earn the additional 8-hours earned at the end of any quarter. You will not be credited for any time earned over the 80-hour cap.

b) Requests for Fitness/Wellness time off shall be approved or denied in the same manner as requests for vacation time off.

c) Upon separation from the City, accrued fitness/wellness will be paid to the employee.

ARTICLE 9 – OVERTIME AND CTO IN LIEU OF OVERTIME

A. Pay

Except as otherwise provided in this article, time and one half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours per week or eight (8) hours per day. In the case of a four (4) day work week ten (10) hour day schedule, all work performed in excess of forty (40) hours per week or ten (10) hours per day shall be paid at time and one half.

B. Regular day off:

1. Call-back

All call backs will be double time for actual time worked. The CITY agrees to guarantee a minimum of two (2) hours on all call backs. This means that if an employee is called back and works less than two hours he will be paid double time for two hours, and if he works more than two hours he will be paid double time for actual time worked. Time towards call back begins when the employee arrives at the CITY facility or job site (whichever is first) and ends when the employee leaves the CITY facility or job site (whichever is last). This section does not apply to clerks, secretaries, planners and others whose duties require them to attend meetings in the evening such as arraignments and CITY meetings.

If an employee is called back more than once during the initial two (2) hour call back, he will not receive an additional two (2) hour minimum call back for the additional call backs as long as the employee is still out on a call.

A call back is defined as a call back that requires the employee to respond to the site. It does not include situations that are resolved via a telephone/email response, etc.

2. IST Electronic Remote Response

An electronic remote response is defined as authorized work, by an IST employee, where the employee does not physically report to a work location but performs an authorized work function through electronic access.

An IST employee who is called to work outside of his/her scheduled shift and responds by means of an electronic remote response shall be paid for a minimum of thirty (30) minutes at the rate of time and one-half the employee's normal pay rate, but such compensation shall not be paid twice for the same hours.

C. Compensatory Time Off (CTO)

1. Provision

Employees shall be compensated for overtime either in the form of cash or compensatory time off (CTO), if the employee so chooses.

2. Cap

An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time off during the fiscal year and the amount must be reduced to no more than sixty (60) hours by the end of the fiscal year. After eighty (80) hours of compensatory time accumulation, The CITY will pay out any additional overtime earned. By the last day of the last pay period for the fiscal year, June 23rd, the employee must reduce their compensatory time off bank to sixty (60) hours or the CITY will pay out any hours over sixty (60).

3. Sell back

An employee may "sell back" for cash payment up to forty (40) hours of accrued compensatory time off per fiscal year. The employee may sell back twice per fiscal year, only in December and June, and must submit a request to Administration/Payroll by the 1st working day of the month or per Payroll instructions

ARTICLE 10 – SENIORITY AND PROBATIONARY PERIOD

A. Seniority

1. In class

Seniority for both full time and part time employees shall mean length of an employee's service within the job classification. Unpaid leaves of absence shall not be included in determining length of service. Termination of employment, except by reason of staff reduction, shall result in loss of seniority. If an employee should subsequently be hired again by the CITY, his most recent date of hire shall become the date from which seniority is determined.

B. Probation

1. Length

All Employees will serve initial six (6) month probation when newly hired and when placed in a new classification through a selection process. The CITY may extend the six month probationary period for up to three additional consecutive months when, in its judgment, such is necessary to fairly evaluate the employee's performance.

2. Initial Probation

Employees who have not completed the initial six (6) month probationary period shall be covered by all terms and conditions of this CONTRACT except that the CITY may terminate the employee without just cause.

3. Subsequent Probation Periods

If an employee has completed one full initial probationary period or a full (six) 6 months of employment if promoted prior to the end of the initial probationary period then the following will apply.

The City may demote an employee on promotional probation if the employee is unable to successfully complete the probation of the higher-level classification due to performance issues. If these performance issues would not impact the employee's ability to perform the duties of the lower level position, the employee shall be returned to a position in the employee's former classification if such position is budgeted and approved for filling and if the employee has more seniority than any other employee in the former classification who would be laid off as the result of such action. If the actions of the employee warrant discipline, provisions of Article 15 and 16 shall apply.

ARTICLE 11 – VACATIONS AND HOLIDAYS

A. Vacations

1. Eligibility

Employees shall be permitted to use accumulated vacation benefits after six (6) months of employment. If an employee becomes ill while on vacation, the time off shall be counted as vacation unless their illness requires seeing a doctor in an emergency room or being admitted to a hospital. If an employee leaves City employment for any reason prior to completion of six (6) full months of employment, vacation time will not be paid to the employee.

2. Vacation Scheduling

Approval of vacation leave requests shall be at the discretion of the CITY. After an employee requests leave, the supervisor shall have ten (10) calendar days to respond in writing. No response shall indicate the leave request is granted.

Vacations will be scheduled by seniority within work units whenever feasible. However, employees may only use seniority bidding one time per year.

For the library staff the following shall apply:

For the library staff seniority bidding does not apply. Instead the first one, either Library Aide 1, Library Aide 2 or Librarian, to request a day off will have the request approved. See Appendix C for further details.

3. Accrual rate

Full-time employees shall accrue vacation at the rates shown below, divided between the first day of the month and the fifteenth day of each month, for each preceding full calendar month worked:

a) 1-48 months service.....8 hours/month b) 49-108 months service....10 hours/month c) 109-168 months service...12 hours/month d) 169-228 months service...14 hours/month e) 229 + months service.....16.67 hours/month

4. Unpaid leave accrual rate

Employees having unpaid leave during a calendar month shall accrue paid vacation leave at the following rates:

a) 0-39 hours unpaid leave.....100%

b) 40-79 hours unpaid leave.....75%

c) 80-119 hours unpaid leave.....50%

d) 120-159 hours unpaid leave.....25%

e) 160 or more hours unpaid leave...0%

5. Maximum accrual

Employees may accrue vacation leave to a maximum of two times the annual accrual rate. Employees may not accrue more than the maximum. Employees who will lose vacation accrual because of a denied vacation request may request review of the denial by the City Manager or his designee.

6. Off-Season Vacation Bonus Program

The CITY wishes to encourage selected Public Works and Building regular full-time employees [Utility Worker I, Utility Worker II, Utility Specialist I and II, Water Quality Coordinator, and Permit Specialist] to utilize their vacation time throughout the fiscal year in order to reduce overtime. The program will be implemented, at the discretion of the CITY, ensuring that customer service needs are met, productivity is maintained, and there is no overtime expense, paid or compensatory time off. Therefore, this bonus program for off-season vacation scheduling is not available when the minimum staffing needs, as determined by the CITY, are unmet and there is overtime cost associated with approving the requested bonus vacation.

The CITY offers eight (8) hours bonus vacation time off with pay for every thirty-two (32) consecutive vacation hours off taken between November 1 and April 30, excluding the period from December 15 through December 31. No more than two-eight hour blocks of vacation bonus hours (16 hours) can be earned and taken each fiscal year. The eight (8) vacation bonus hours off, must be taken consecutive to a block of thirty-two (32) consecutive vacation hours off, for a minimum total of forty (40) consecutive vacation hours off and a maximum total of eighty (80) consecutive vacation hours off. There is no carry forward to another fiscal year.

7. Part-time employees

Part-time employees in budgeted positions of .5 FTE or greater shall accrue prorated vacation leave based on the budgeted FTE of the position and in the amount calculated based on the chart set forth in Article 3, Section C. Vacation leave maximum accrual shall also be prorated.

B. Holidays

1. Eligibility

a) Holidays off

1) Listing of holidays:

The following days shall be recognized and observed as paid holidays:

(a) *New Year's Day - January 1.*

(b) *Martin Luther King Day - Third Monday in January.*

(c) *President's Day - Third Monday in February.*

(d) *Memorial Day - Last Monday in May.*

(e) *Independence Day - July 4.*

(f) *Labor Day - First Monday in September.*

(g) *Veteran's Day - November 11.*

(h) *Thanksgiving Day - Fourth Thursday in November.*

(i) *Day after Thanksgiving - Fourth Friday in November.*

(j) *Christmas Day - December 25.*

(k) *One (1) Floating Holiday -- Employee's choice (8 hours accrued leave).*

(i) In the event of layoff, an employee shall be compensated for an unused floating holiday.

(ii) In the event an employee has requested to use his floating holiday on at least two (2) occasions during the fiscal year and has been denied such use by his supervisor, the employee shall receive a cash payment for this holiday on his first paycheck of the following fiscal year.

(iii) Upon termination of employment (discharge or quit), employees shall not receive payment for unused floating holiday.

2. Falling on Sat. or Sun. or Other Regular Day Off

It is the policy of the CITY that for 5 day a week operations, if a holiday falls on a Saturday, it shall be taken on the preceding Friday; and if the holiday falls on Sunday, it shall be taken on the Monday after the holiday. For seven (7) day a week operations, the facility will be closed and the holiday observed on the actual day of the holiday.

When a full–time employee is unable to observe a holiday because the holiday falls on the employee's day off, the employee may request to receive eight (8) hours compensatory time at a straight time rate in lieu of the holiday off or take an alternate day off within the same week. This is subject to the approval of the supervisor and consistent with the business needs of the City so as not to incur overtime costs.

3. Holiday work

Work performed on holidays as defined in this article shall be considered as overtime and shall be compensated at the rate of time and one-half (1-1/2) in addition to the employee's normal rate of pay.

4. Part-time employees

Part-time employees in budgeted positions of .5 FTE or greater shall be eligible for paid holiday leave listed in Paragraph A prorated based on the budgeted FTE of the position. See Article 3, Section C for formula.

In situations where the holiday will cause the part time employee to lose hours, the employee may request one of the following: 1) make up the time during the week of the holiday; 2) take the time as leave without pay; or 3) use accrued leave banks, other than sick leave, to cover the time off of work. If the employee elects to make up the time, it is subject to the approval of the supervisor and consistent with the business needs of the City so as not to incur overtime costs.

ARTICLE 12 – LEAVES

A. Sick Leave

1. Eligibility/use

Sick leave may be taken only for actual illness or disability or medical / dental appointments, of the employee; or illness, disability or death of a member of the employee's immediate family as specified in this article. Every effort will be made to schedule medical and dental appointments outside normal work hours especially when working a 4-10 work week.

The employee may use his accumulated sick leave in the event of his illness or if his presence is required during the illness of a member of his immediate family. Immediate family normally shall be defined as spouse, spousal equivalent, parent, grandparent, child, stepchild, foster child, grandchild, brother or sister, mother-in-law and father-in-law.

Verification of the necessity of absence from work and use of sick leave may be required from the attending physician or other physician designated by the CITY at the CITY's expense when the CITY has reason to believe the employee may be abusing sick leave privileges.

2. City required medical examination

In the event the CITY has reason to believe that an employee is not able to perform his duties for medical reasons, the CITY may require a medical examination at the CITY's expense, and if the exam dictates, may place the employee on sick leave until the employee is medically released to return to work, or may move to a medical layoff if the employee is unable to return to work and a physician is unable to determine a likely date for return to work that is within six (6) months of date of medical exam. Should an employee become eligible to perform the duties of the position, as documented by a medical professional, within thirty (30) months of date of layoff the employee may be placed on the layoff list for the remainder of that thirty (30) month period. A person on a medical layoff who is determined to be fit to return to duty within the thirty (30) month time period is eligible to bump a temporary or probationary employee.

3. Accrual rate

Full-time employees shall accrue sick leave at the rate of eight (8) hours per month worked, for a total of ninety-six (96) sick leave hours accumulated per calendar year.

Part-time employees in budgeted positions of .5 FTE or greater shall accrue sick leave in the same proportion that the budgeted FTE of their position bears to a full time employee, and in the amount calculated based on the chart in Article 3, Section C. The maximum shall also be prorated.

4. Unpaid leave time accrual rate

Employees having unpaid leave during the calendar month shall accrue paid sick leave at the following rates:

a) 0-39 hours unpaid leave 100%

b) 40-79 hours unpaid leave 75%

c) 80-119 hours unpaid leave 50%

d) 120-159 hours unpaid leave 25%

e) 160 or more hours unpaid leave 0%

5. Maximum accrual

There shall be a maximum of 960 accumulated sick leave hours. Part-time employee maximum shall be prorated. Proration shall be calculated based on Article 3, Section C.

6. PERS conversion

The CITY agrees to participate in the Public Employees Retirement System's 50% sick leave conversion program as provided in ORS 238.350.

B. On the job injury

1. Eligibility/pay

The CITY shall provide workers' compensation insurance as required by state law. Employees who become eligible for CITY workers' compensation benefits shall be allowed up to twelve (12) months leave if they are unable to perform the duties of their position for a temporary period. At the employee's request, the CITY shall pay the difference between payments received from worker's compensation or other CITY-sponsored programs and the employee's net salary. If this difference would not be enough to cover medical premiums or other voluntary deductions, the employee may opt to use accrued sick leave to cover the cost.

2. Use of sick and other leaves

"Withholding " shall be done according to applicable federal and state requirements, and a pro rata charge shall be made against the employee's sick leave or vacation banks of time, in that order to cover the amount paid out to the employee

3. Not job-related

In the event it is determined that the injury or illness was not job-related, the total leave time shall be deducted from any accumulated time off.

4. Benefits

While on such leave the employee shall continue to receive benefits as if he were working except that no sick leave will accrue and, if the employee never returns to work, vacation and holiday accumulations will be reduced by the amounts accrued since the beginning of the job-related injury or illness leave.

C. Bereavement

1. Eligibility and amount

In the case of death in the employee's family, the employee shall be granted leave as follows in subparagraph a) and b) for the purposes of attending the funeral(s) and making necessary arrangements.

a) For immediate family members the employee will be granted five (5) day's bereavement leave with pay. Immediate family is defined as spouse and the following relatives of the employee, spouse, or spousal equivalent: children, stepchildren, parents, stepparents, and any relative living in the employee's immediate household. Spousal equivalent is defined as a person living in a committed co-habitional relationship where both parties share responsibilities for finances and other major decisions, with a duration of at least one-year.

b) For other eligible family members, the employee will be granted three (3) days bereavement leave with pay. Other eligible relatives include the following relatives of the employee, spouse or spousal equivalent: siblings, grandparents, grandchildren, step siblings, aunt, uncle, niece and nephew.

c) Bereavement leave must be used within sixty (60) days of the event of the death of the relative unless a memorial service is planned after the sixty (60) days.

2. Additional leave

Any allowance of time off for bereavement over the time allowed in Section C.1 or any bereavement leave for the death of a family member other than immediate or other eligible family members must be recommended by the employee's supervisor and approved by the Human Resources Director. The time used will be deducted from the employee's accumulated time off, and the employee may choose to deduct this additional leave from his or her vacation, compensatory time off, or sick leave banks.

3. Special Circumstances

The CITY recognizes that employees may have family members whose relationship transcends the blood relationship and who are not covered as immediate family members. In the event of the death of a family member whose relationship with the employee transcends the blood relationship, the employee may request that his or her supervisor grant three (3) days of bereavement leave with pay. The supervisor will forward a recommendation approving or denying the request for a special circumstance to the City Manager or his designee for final decision on the request.

D. Sick Leave Donation

Employees may participate in the Sick Leave Donation Program established by the CITY. The CITY will annually review the use of this program to ensure that it is used fairly and poses no threat of liability to the CITY. The sick leave donation program will be added to and administered within the City Personnel and Administrative Policies and Procedures; it is included as Appendix D to this Agreement for reference purposes.

E. Personal

Leave of absence for not more than ninety (90) days without pay may be granted for justifiable reasons (e.g., child care or to care for an ill family member) at the CITY's discretion, provided the leave does not seriously disrupt CITY operations. Personal leaves are not granted until all unused vacation, compensatory time off, administrative leave days, floating holidays and any other paid leaves have been exhausted. A department head may grant a leave of absence without pay not to exceed ninety (90) calendar days.

F. Extended Leave of Absence without Pay

Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Manager or designee and will not be in excess of 18 months.

G. Jury Duty and Other Related Duties

1. Jury Duty

Any employee shall be granted a leave of absence with pay for service with a jury provided that the employee submit copy of summons, note jury duty on time sheet, turn into the City any pay for jury duty (less mileage), and provided that the period of absence is only for actual time required for such service and reasonable travel time. Compensation received for mileage shall not be included in determining salary due the employee.

2. Other Related Duties

Any employee shall be granted a leave of absence with pay for an appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided that the salary paid to him shall be reduced by an amount equal to any compensation received as witness fees and provided that the period of absence is only for actual time required and reasonable travel time. Employees shall not be eligible for this compensation if such subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant or is for a dispute between the CITY and the employee. Compensation received for mileage shall not be included in determining salary due the employee.

H. Education Leave

Employees may be granted leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the CITY. Subject to budgetary limitations, education leave opportunities will be available to all employees. When an employee's request for education leave is denied, the CITY shall inform the employee in writing of the reasons for denial.

1. Driving Time

Driving time outside of the normal work shift including on days off will be considered commute time and will not be compensated if it is considered local. Local is 30 miles or less from place of work.

I. Parental Leave

The CITY will comply with the provisions of State and Federal law. In recognition of various State and Federal laws addressing and providing remedies for violations of parental leave requirements, the parties agree that the provisions of this paragraph are not subject to the grievance procedures.

J. Unauthorized Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence approved by the employee's supervisor shall be deemed to be an absence without leave. Any such absence shall be without pay and may be grounds for disciplinary action including termination.

ARTICLE 13 – BENEFITS

A. Insurance

1. Health (including Medical and Vision) and Dental

a) Premium payment

(1) *Health Insurance*

The City will offer the Kaiser medical insurance plan including vision coverage and the Blue Cross/Blue Shield (BC/BS) Plan VBPPP (Preferred Provider Option). The City will pay eighty-five (85%) of the monthly premium cost and the employee will pay fifteen (15%) of the monthly premium cost for the BC/BS Plan. The City will pay up to the amount of premium contribution that it pays for the BC/BS plan for any employees that choose the Kaiser medical and vision plan.

(2) *Dental Insurance*

The CITY will offer ODS, Kaiser and Willamette dental plans each including orthodontia. The CITY will pay 85% of the monthly premium cost and the employee will pay 15% of the monthly premium cost for the ODS plan. The CITY will pay up to the amount of premium contribution that it pays for the ODS plan for any employees that choose the Kaiser or Willamette dental plan.

b) Premium only conversion plan

The City may provide, within the guidelines of the IRS Code Section 125, a premium conversion plan which allows the employee contributions toward medical and dental and vision premium to be paid in pre-tax dollars.

a) Carrier changes

The CITY agrees to meet and confer with the UNION before any insurance carrier change is made. In the event the CITY shall change insurance carriers the CITY shall continue to provide coverage that is equal to or better to the than current coverage unless the UNION agrees to a different level of benefits. If the CITY does not voluntarily change plans, rather the health insurance carrier or benefits administrators change terms of a plan, the CITY and the UNION agree to accept those changes or go to the next best available-plan until such time as the UNION and the City can meet and renegotiate that portion of the contract. The UNION acknowledges that insurance premium cost increases are a serious problem and agrees to participate in any study or cost containment program in an effort to reduce insurance costs.

2. Life

The City shall provide life insurance benefits included in the amount of one times the employee's annual salary with a maximum of $50,000 with accidental dismemberment clause, at no cost to the employee.

3. Long Term Disability (LTD)

The CITY will continue to provide long-term disability insurance.

4. Insurance for Part-time Employees

Part-time employees in budgeted positions of .5 FTE or greater shall be eligible to participate in the health, dental, vision, life and disability insurance programs. The CITY will pay a portion of the premium the CITY pays for full time employees which is equal to the proportion the budgeted FTE of their position bears to a full time position and calculated based on the chart set forth in Article 3, Section C. In order to participate in these programs, these employees must pay their portion through payroll deduction. See Appendix B for premium rates.

B. Retirement

1. PERS

The City agrees to participate in the Oregon State Public Employees Retirement System and to pay the employer's contribution. The City will also pay the six percent employee's contribution to the Oregon State Public Employees Retirement System to be deposited in the retirement account, annuity, or fund to which the employee's contribution is to be provided under applicable law. Employee compensation will not be reduced as a result of the City's payment of employee contributions.

2. Deferred Compensation

The CITY shall provide two percent (2%) of the employee's base salary to a CITY sponsored deferred compensation program. (*The additional .5% increase to the deferred compensation program will be effective on the first day of the pay period of the date of execution of this Agreement.)

Effective July 1, 2012, the City shall provide and additional one-half percent (.5%) of the employee's base salary to a CITY sponsored deferred compensation program, for a total contribution of two and one-half percent (2.5%).

C. Clothing & Equipment

1. City purchased, provided, repaired

a) Eligibility

Employees in the Public Works Department who engage in field work necessitating the wearing of rubber boots shall be issued one pair of calf length boots for an the job use only. Such boots shall be replaced by the CITY when no longer serviceable provided this was caused by fair wear and tear and not by carelessness on the part of the employee.

b) Safety

The CITY agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act. (ORS 654.001 to 654.295 and 654.991). The CITY shall agree to meet and confer at the request of the UNION on matters of safety.

2. Allowance

a) Boot

The CITY will reimburse employees in all classifications that require boots for safety as determined by the safety committee, a boot allowance totaling $240 in a two (2) year period of time. This boot allowance must be used within that time period to purchase and/or repair leather work boots which are for safety purposes and are to be used only for work. An original receipt must be presented to the CITY for payment.

D. Flexible Spending Account

The CITY shall make available a flexible spending account program for dependant care and health care expense reimbursement. Participation in the program is at the option of the employee.

E. HRA VEBA

The CITY shall make available an HRA VEBA program to fund unreimbursed current or future medical expenses. The UNION as a unit may elect to have $ per pay period contributed to the members' individual HRA VEBA accounts in lieu of actual wage payment. The UNION members must elect if they want to exercise this option and inform the CITY of their choice for contributions for the upcoming fiscal year by May 31 or date designated by Human Resources.

ARTICLE 14 – LAYOFF AND RECALL

A. Layoff

1. Order of Layoff

In the event of a staff reduction, the CITY will lay off employees based upon inverse order of seniority in the classification in which the reduction is occurring. Seniority shall mean length of an employee's service within the job classification. Unpaid leaves of absence shall not be included in determining length of service. Termination of employment, except by reason of staff reduction, shall result in loss of seniority. If an employee should subsequently be hired again by the CITY, his most recent date of hire shall become the date from which seniority is determined.

2. Notice

Employees shall receive thirty (30) days written notice of layoff, provided that if the City Council determines an emergency situation exists, employees shall receive a minimum of fourteen (14) days notice.

3. Demotion in lieu of Layoff

In the event of a workforce reduction, regular employees to be laid off from a job classification may elect within ten (10) calendar days to bump into a lateral or a lower classification in the bargaining unit so long as:

a) The employee has previously served in such classification and completed the probationary period.

b) the employee is qualified to perform job duties of the lower classification as determined by the CITY, and

c) a vacancy exists or the employee subject to layoff has more seniority in service than an employee in the lower classification, and

d) satisfactory performance in a probationary status to the lower or lateral classification which is not to exceed three (3) months.

Employees who are notified that they are eligible for demotion in lieu of layoff must indicate their preference for such demotion within ten (10) calendar days of receipt of such notice. Failure to respond in the time period will be deemed an agreement to accept layoff.

B. Recall

An employee who is laid off shall have preference for recall for any subsequent vacancy in the classification from which the employee was laid off. Recall shall be in order based upon seniority with the CITY. Employees will be removed from the recall list only under the following circumstances:

1. Terms of removal from Recall List

a) Upon written request of the employee.

b) Upon acceptance of reappointment from the recall list.

c) Retirement.

d) Upon loss of physical or other qualifications for the job.

e) Upon failure to respond to a certified recall letter sent to the employee's last known address within ten (10) calendar days of its having been mailed and/or to report to work within fourteen (14) calendar days if employed elsewhere.

f) Upon a finding of just cause for discipline. g) Upon expiration of thirty (30) months from the effective date of the layoff.

Recalled employees shall be reinstated with seniority rights accumulated as of the date of the layoff. Sick leave accrued at the time of layoff will be reinstated when an employee is recalled.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

A. Cause

Discipline may be imposed only for just cause. Any disciplinary action, other than an oral reprimand, may be processed as a grievance under Article 16.

B. Normally progressive

Disciplinary action shall normally be progressive, and may include but is not limited to:

1. **Oral reprimand**
2. **Written reprimand**
3. **Suspension without pay**
4. **Discharge**

C. Manner imposed

If the CITY has reason to discipline an employee, the CITY shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

D. Due process

The CITY shall hold a due process hearing before imposing any discipline that will result in loss of pay or discharge.

E. Union representation

An employee has the right to have a UNION officer present at any interview when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

A. Grievance Procedure

Any dispute between the CITY and any employee covered by this CONTRACT concerning the CITY's interpretation or application of this CONTRACT, or a claim by such employee of breach or violation of the express terms of this CONTRACT, shall be deemed a grievance and shall be processed in accordance with the following procedure:

1. **Step 1**

   The employee shall discuss the grievance on an informal basis with the employee's supervisor within fourteen (14) calendar days from the date the employee knows or should have known of the alleged violation. The employee may have a UNION representative assist him in presenting his case to his supervisor. If the grievance is not resolved within

fourteen (14) calendar days by discussion with the supervisor, then the UNION representative may submit the grievance in writing to the supervisor within fourteen (14) calendar days on a UNION grievance form. Each statement of the grievance, at a minimum, shall contain the following information:

a) A statement of the grievance and the relevant facts to support it; and

b) The article and sections of the CONTRACT that have been breached; and

c) A description as to exactly how this provision was breached; and

d) A statement of the remedy or resolution being sought by the employee and the UNION; and

e) Union president or representative signature.

The immediate supervisor shall respond to the employee and the UNION, indicating why the immediate supervisor denied the grievance, within fourteen (14) calendar days from receipt of the written grievance from the UNION.

2. Step 2

If the grievance is unresolved after Step 1, the UNION representative shall, within fourteen (14) calendar days from the time the UNION representative receives the written answer in Step 1, submit the grievance in writing to the department head together with a written statement indicating why the supervisor's response did not resolve the grievance. Within fourteen (14) calendar days the department head shall call a meeting with the employee and the UNION representative to discuss the grievance. This meeting may be waived by mutual consent of both parties. Within fourteen (14) calendar days after the meeting or from the date both parties agree not to hold a meeting, the department head shall submit his written decision to the employee and the UNION indicating why the department head denied the grievance.

3. Step 3

If the grievance is unresolved after Step 2, the UNION representative shall within fourteen (14) calendar days of receiving the written answer in Step 2 submit the grievance in writing to the City Manager, together with a written statement indicating why the department head's response did not resolve the grievance. Within fourteen (14) calendar days, the City Manager or his designee shall call a meeting of the parties to discuss the grievance. The City Manager shall give a written answer to the employee and the UNION, indicating why the City Manager denied the grievance, within fourteen (14) calendar days from the date of the meeting

4. Step 4

If the grievance remains unresolved after Step 3, then the UNION shall notify the City Manager within fourteen (14) calendar days that arbitration procedures in Section C will be invoked.

B. Grievance Procedure Rules

Rules governing the grievance procedure shall be as follows:

1. Time limit waived

Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.

2. Failure of UNION

Failure of the UNION to submit the grievance in accordance with the time limits without waiver by both parties shall constitute abandonment of the grievance.

3. Failure of CITY

Failure by the CITY to submit a reply within the time limits specified in the CONTRACT will automatically move the matter to the next step in the procedure provided that arbitration shall not be invoked unless and until both parties are fully aware in writing.

C. Arbitration Procedures

1. Procedure

a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of five arbitrators shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. A flip of a coin shall determine which party strikes first. The final name remaining shall be the sole arbitrator.

b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

2. Rules Governing Arbitration

In connection with any arbitration proceeding held pursuant to this CONTRACT, it is understood by both parties as follows:

a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this CONTRACT. His power shall be limited to interpretation or application of the express terms of this CONTRACT, and all other matters shall be excluded from arbitration.

b) The decision of the arbitrator shall be final, conclusive and binding upon the CITY, the UNION and the employees involved.

c) Any necessary expenses for the services of the arbitrator shall be paid by the losing party. If the arbitrator determines that there is no prevailing party, the arbitrator may apportion each party's cost as is equitable. Each party shall bear the cost of presenting its own case.

d) The CITY and UNION agree that the arbitrator's decision should be in writing and should be made in thirty (30) days.

e) The arbitration shall be limited to the specific issues raised in the written grievance filed by the UNION.

f) All three levels of the grievance procedure shall have first been exhausted unless the parties invoke Section B (3) of the grievance procedures.

ARTICLE 17 – EFFECT OF PERSONNEL RULES

Articles in this CONTRACT contain provisions which may also be covered in the CITY Personnel and Administrative Policies and Procedures. The parties agree that in such cases the CONTRACT shall govern and the parties waive any and all rights and remedies granted by the CITY Personnel and Administrative Policies and Procedures.

ARTICLE 18 – SAVINGS/WAIVER OF BARGAINING

A. Savings

Should any article, section or portion thereof in this CONTRACT be held unlawful, invalid or unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific article, section or portion thereof, directly specified in said decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute, if possible, for the invalidated article, section or portion thereof.

B. Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this CONTRACT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this CONTRACT. Therefore, the CITY and the UNION, for the life of this CONTRACT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this CONTRACT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this CONTRACT.

Upon mutual consent of the parties, special conferences may be held upon any subject.

ARTICLE 19 – FUNDING/BUDGET REDUCTIONS

A. Funding

The parties recognize that revenue needed to fund the compensation provided by this CONTRACT must be approved by established budget procedures and in certain circumstances by vote of the citizens.

B. Budget Reductions

In the event of the failure of the CITY budget to receive approval, the CITY and the UNION agree to discuss the economic provisions of this CONTRACT. The purpose would be to consider reductions and procedures for effecting them. The CITY retains its right to make final determinations on all levels of service, consistent with the provisions of this CONTRACT.

Appendix C: Library Vacationing Scheduling Procedures

These procedures apply to Library Aide 1's (LA1) , Library Aide 2's (LA2) and Librarians, however each draws from their respective on call lists. These procedures apply to all paid time off except for sick leave, jury leave and bereavement leave, i.e. these procedures also cover compensatory time, fitness/wellness time and floating holidays. Management will accommodate vacation schedules to the best of their ability.

1. The first one, either LA 1, 2 or librarian, to request a day off will have the request approved. Other vacation requests will be approved contingent upon business needs considering such things as staffing levels on that particular day.
2. Vacation requests will be considered and approved in order of receipt for any particular day.
3. Once a vacation request is submitted, the employee shall receive a yes or no answer within ten days. Per the AFSCME union contract, if no answer is received within 10 days then the employee's vacation request is granted.
4. Once a time off request is granted, the request will not be affected by hours or staffing changes.
5. An employee requesting vacation time off shall put the request in writing or e-mail to his or her supervisor.
6. Vacation requests should be submitted ten days in advance in order for management to be able to find a replacement if one is needed. If the request is submitted ten days in advance, the following will apply:

   a) The supervisor will review the vacation request for that period and determine whether or not there is a need for additional coverage during the period in which the vacation was requested. If there are any shifts, which will require additional coverage, then the employee will be given the option of finding someone to trade hours with if they want to minimize the amount of vacation time used. If this is not a concern, the employee may have his or her supervisor arrange for coverage. If the supervisor arranges for coverage the requesting employee will use accrued leave for his or her time off.

   b) The supervisor will notify staff of a need for coverage to determine whether or not there are any interested employees. Regular status employees may only take additional hours to the extent that it does not impact their overall FTE status. If there are no employees who want the additional time, the supervisor will then contact on-call employees to meet the scheduling needs.

   c) If a vacation request is made with less than ten days notice, management will still try to accommodate the request to the best of its ability. However, management may not be able to guarantee finding a replacement with that short notice.

      i. An employee using sick leave will not be asked to find a replacement. Per the AFSCME contract, however, the employee should make every attempt to schedule doctors appointments during off work hours, particularly if the employee is working part-time and has some day time hours off work to schedule appointments.

      ii. In order to allow different library staff to take vacations during the last two weeks of the year, and spring break week (as designated by the N. Clackamas School District) preference will be given to staff that did not receive time off during the respective period the previous year.

a) Staff members who were granted vacation time during the last two weeks of the previous year may apply for time off during the last two weeks of the current year on or after September 1 of the current year. Those who did not use vacation time during the last two weeks of the previous year may apply for the corresponding weeks of the current year prior to September 1.

b) Staff members who were granted vacation time during Spring break of the previous year may not apply for time off during spring break of the current year until on or after January 1 of the current year. Those who did not use vacation time during spring break of the previous year may apply for the corresponding week of the current year prior to January 1.

APPENDIX D: SICK LEAVE DONATION PROGRAM

SUBJECT: Sick Leave Donation Program
Effective Date: July 1, 2003

Purpose

To prevent a loss in income to an employee because of a serious personal or family medical issue.

Scope

Any employee meeting the following criterion is eligible to participate in this program.

1. Eligible recipient:

To be eligible to receive donated sick leave from other employees, an employee must:

a) Have applied for and been approved by the HR Director for a leave of absence due to a serious medical condition under the Family and Medical Leave Act (FMLA).

b) Have exhausted his or her own sick leave bank such that the balance in the employee's sick leave bank is zero.

c) Have no more than twenty (20) hours of a combination of accrued vacation, administrative, holiday, and fitness/wellness leave. The employee may retain up to sixty (60) hours of comp time.

2. Eligible donor:

To be eligible to donate sick leave to another employee, an employee must:

a) Have a minimum of two hundred fifty (250) hours of sick leave in their own bank after the donation. This minimum level will be prorated for part time employees.

b) Donate sick leave in one (1) hour blocks.

Policy

It is the policy of the City of Milwaukie to permit donation of sick leave to employees to prevent a loss in income because of a serious personal or family medical issue. The sick leave transfer program is a voluntary program that allows employees to donate excess sick leave to any

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2007/10 employee who experiences a serious health condition that would cause that employee to have a loss in income. The intent of the sick leave donation program is to aid employees with a serious personal or family medical condition, where they otherwise would not have enough leave balances to cover that period of absence from work.

Note: This is to cover a serious health condition of the employee or family member. For these purposes serious health condition and family member will be defined the same as under Family Medical Leave (FMLA).

Guidelines for Use

City employees may not directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right such employee may have with respect to donating, receiving, or using accrued sick leave under this program.

Tax Liability:

The tax liability associated with donated leave will be the responsibility of the recipient, in compliance with IRS Revenue Ruling 90-29. Paid time will be subject to all tax liability associated with regular pay including Federal, State and FICA withholding.

Donor Notification: See attachment for sample announcement

Procedures

1. **Application**

   Eligible recipients may request sick leave transfer by filling out a Sick Leave Transfer Request form, which will include the date the employee qualified under FMLA and the date at which the employee's leave banks will qualify them for transfer as outlined in B.1. If the eligible recipient is not capable of making the request, a personal representative of the eligible recipient may make the request on his or her behalf. This form is submitted to Human Resources. An employee may request to have his or her name omitted from the e-mail notification to potential donors.

2. **Review**

   The HR Director will review the application, verify the leave balances and notify the employee of the approval or denial of the request within three (3) business days of receipt. If the application is denied, the reason(s) for the denial will be provided to the applicant in writing.

3. **Notification of Donor(s)**

   Within three (3) business days of approving a Sick Leave Transfer request, the HR Director will notify City employees.

4. **Donations**

   Any employee may donate sick leave hours per the requirements outlined under "eligible donor." Donors must submit a signed copy of the donation form.

5. **Anonymity**

   Donors shall remain anonymous.

6. **Leave Bank Changes**

   The Human Resources staff will work with payroll to credit the recipient's bank and reduce the amount of the donor's bank. The HR Director will maintain a file separate from the personnel file with the donated hours information. The hours donated will be multiplied by the donating employee's rate of pay to calculate a total dollar value of the donated leave. That total value of the donated leave will then be divided by the receiving employee's current hourly rate of pay and applied to their accrual bank to cover any time off that would have otherwise been time without pay.

7. **Accruals**

While an eligible recipient is on leave created through Sick Leave Donation, the recipient will accrue vacation and sick leave as if the recipient were using his or her own leave. The recipient shall use his or her own accrued leave up to the point of eligibility (20 hours or less of vacation, administrative and fitness/ wellness leave) before using donated sick leave.

8. **Unused Leave**

If there is more time donated than is needed, the donated time will be returned to the donating employee on a last donated first returned basis.

9. **Notification to the recipient**

The HR Director or designee will notify the eligible recipient if the amount donated will or will not cover the anticipated leave.

Responsibilities

Human Resources Director:

1. Will review the Sick Leave Donation Program each year at the end of the calendar year to ensure that it is used as intended. In its review, the City will examine the number of employees who received Family and Medical Leave; the number of employees who requested sick leave donation; the characteristics of these employees, which may include, but is not limited to protected class status, the number of employees who received donations of leave from donors; and the characteristics of those recipients. The City will also review the program with regards to any liability it has or may pose to the City.
2. Will advise and confer with any employee unions if it proposes changes to this Program on the basis of that review.