

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ALBANY

AND

**AFSCME LOCAL 2909-1
(MUNICIPAL TRANSIT EMPLOYEES)**

EFFECTIVE JULY 1, 2022 – JUNE 30, 2026

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PREAMBLE

1. This Agreement is entered into by and between the City of Albany, hereinafter referred to as the "City," and the City of Albany Employees' Local Union 2909-1, American Federation of State, County, and Municipal Employees AFL-CIO, Council 75, hereinafter referred to as the "Union" or "Local Union."
2. The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the City of Albany and the employees and/or the Union. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, maintenance of standards, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions unless and until such agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.
3. The City and the Union each waives the right and agrees that the other shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement unless such subject is specifically identified herein for future bargaining.

However, subject to the bargaining requirements of ORS 243.698, the City may change or issue rules, policies, procedures, and practices, provided they do not conflict with a specific provision of this Agreement. Should the Union believe the City has an obligation to bargain over the issuance or change in a rule, policy, procedure, or practice, it will make a demand to bargain pursuant to ORS 243.698.

4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, sexual orientation, mental or physical disability unrelated to job performance, marital status, race, color, creed, religion, national origin, union membership or non-membership, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of this Agreement.

ARTICLE 1 - BARGAINING UNIT/RECOGNITION

1. This Agreement shall apply to all regular employees of the City of Albany employed as workers for the City's municipal transit system, excluding supervisory, managerial, confidential, and other employees excluded by PECBA and further excluding temporary/seasonal or intermittent hires.

Temporary/seasonal hires may not consistently work in a position for a period that exceeds 1,040 hours in a fiscal year unless the appointment is to cover for an employee on approved leave. There shall be no restrictions on the use of a temporary hire to cover for an employee on approved leave. "Consistently," as used in this section means three (3) consecutive fiscal years.¹

No extension to these defined periods will be allowed unless they are mutually agreed upon, in writing, by the parties.

In the event that any individual hired into a temporary/seasonal position exceeds these defined periods of employment without written agreement by the Union to allow these excess hours, the City shall within sixty (60) days either eliminate the temporary position or request funding for a regular-status position from the City Council. In the event that a regular-status position is approved, the City, in its sole discretion, shall determine how to fill that position. The provisions of this article do not apply to temporary hires that are filling in for an employee on approved leave.

2. The terms "employee" and "employees" when used in this Agreement shall mean the individuals in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

1. Except as modified by a specific term of this Agreement, the City of Albany, in its sole discretion, retains and shall have: all rights related to management in the direction of its operations, resources, facilities, and services including the direction of the work force. Rights of the City include, but are not limited to: to determine the number, location, and types and use of facilities; to determine the type and/or quality of services rendered; to schedule services; to determine staffing levels; to determine safety issues; to determine workloads; to determine the methods, techniques, and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer, and recall the workforce; to assign work and change, combine, create, or abolish job classifications and job content; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

¹ Footnote: Temporary services workers are not and have never been considered part of the bargaining unit.

2. Any of the rights, powers, authority, and functions the City of Albany had prior to the negotiation of this Agreement are retained by the City and the expressed provisions of this Agreement constitute the only limitations on the City's right to manage its business. The City by not exercising rights, powers, authority, and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority, and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

ARTICLE 3 - UNION SECURITY

1. Employees covered by this agreement shall have the right to pay dues as a means to participate in the Union through the application to the Union. Application and resignation of membership shall be handled solely by the Union. The City agrees to remain neutral with respect to an employee's decision about union membership.

No employee shall be required to become or remain a member of the Union as a condition of employment. Each Union member shall have the right to freely retain or discontinue membership in the Union. No employee shall be discriminated against on account of membership or non-membership in the Union.

2. The Union Treasurer shall notify the City of the amount which shall be deducted monthly from each union member's compensation and remitted monthly to the offices of AFSCME Council 75 in Salem. Such amounts as the Union Treasurer certifies, as described in paragraph 7 below, to the City shall be the amount to be deducted hereunder.
3. Employees terminating with fewer than ten (10) shifts worked in any calendar month will not be subject to dues deduction.
4. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability, and all costs of defending against such claims, including attorney fees, that may arise out of or by any action taken by the City for the purpose of complying with the provisions of this article. The Union has the right to retain legal counsel to defend the City in such a dispute, and the Union is responsible for all such defense costs including, but not limited to, attorney fees, investigation costs, and all other costs.
5. The City will provide the Union with a semi-monthly report containing the following data in electronic format (preferably Microsoft Excel) regarding bargaining unit employees: employee names (first and last name in separate columns), employee ID number, applicable dues amounts, FTE status, hire date, job title, work site, phone number, city email address, home mailing address, period pay, union membership status, pay period begin and/or end date, and mailing address. The City will also provide a semi-monthly

report that includes the terminating bargaining unit employee(s) name, job title and termination date, if applicable.

6. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the list from the Union as an accurate list of employees that have authorized such deductions. The Union will provide to the City a list of members from whom to deduct dues and any newly signed union membership cards no later than the 15th of each month. The City will direct all Union membership questions or requests to change membership status to the Union.

ARTICLE 4 - UNION ACTIVITIES

1. The Union agrees that its members will not solicit membership in the Union, or otherwise carry on Union activities or business during regularly scheduled work hours, except as specifically provided in paragraph two, below.
2. Subject to supervisor approval which will not be unreasonably denied, bargaining member employees who are designated as union representatives shall be granted reasonable paid time during their regularly scheduled work hours without a loss of pay to engage in the following activities:
 - A. Investigate and process grievances and other workplace-related complaints on behalf of the Union;
 - B. Attend investigatory meetings for subject of the investigation and due process hearings involving represented employees (one designated representative in addition to an AFSCME Council 75 representative will be entitled to be present, except as otherwise agreed);
 - C. Participate in or prepare for PECBA and grievance-arbitration proceedings;
 - D. Participate in grievance meetings (Representation during these meetings shall be permitted as defined within Article 29, Grievance Procedure.)
 - E. Act as a representative of the Union for purposes of successor bargaining agreements (per paragraph five, below);
 - F. Attend labor-management meetings (per paragraph eight, below);
 - G. Provide information regarding the Agreement to newly hired employees per paragraph three, below); and
 - H. Engage in other union activities in accordance with ORS 243.798.

Reasonable paid time shall not result in overtime to the employee without the City providing written approval in advance of accruing overtime per Article 23. Notwithstanding Article 23, the parties agree that the City may adjust the employee's hours or work schedule to account for the reasonable paid time under this section. In addition, it is agreed and understood that the parties will schedule meetings provided in this paragraph so as to not interfere with operations.

3. The City will notify the Local Union President of the date, time, and location of new employee orientations when such orientations including bargaining unit employees. This notification will include each new employee's name, department, classification title, FTE, and salary. The City will allow up to a total of two (2) duly certified Union representatives from the bargaining unit thirty (30) minutes to speak to new employees at a City-scheduled New Employee Orientation about the Union.

If the Union representative is an employee of the City, such time speaking at New Employee Orientation shall be without loss of pay. However, the City shall not incur an overtime obligation if the employee makes the presentation on nonwork time.

Subject to the City's operational needs, if the Union is not able to meet with a new employee at a City-scheduled New Employee Orientation, designated Union representatives will be able to schedule thirty (30) minutes to meet with the employees on paid City time.

4. Within thirty (30) days of the execution of this Agreement, the Union will send the Human Resources Director written confirmation of the names of the designated representatives, as outlined above. It is the Union's responsibility to keep the list current. Except as otherwise agreed to, employees whose names are not on the list shall not be provided any rights accorded to designated Union representatives by this Article.
5. Negotiation Team.
 - A. This bargaining unit's negotiating team shall be composed of not more than two (2) members plus the Local President. However, no more than one (1) Transit Operator shall participate in negotiations. Bargaining team members shall be permitted to attend negotiating meetings with the City without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during regularly scheduled work hours of the members so attending. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.
 - B. The Union and City may agree to conduct joint negotiations between this bargaining unit (AFSCME Local 2909-1), the general AFSCME unit of employees working for the City of Albany (AFSCME Local 2909), and the City. Engaging in joint negotiations does not in any way impact Local 2909's standing as a strike-permitted unit, Local 2909-1's rights as a strike-prohibited unit, or the City's rights as defined in ORS 243. The

Union's joint negotiating team is to be composed of not more than seven (7) employees, two (2) of whom shall be Transit Services employees represented by Local 2909-1. However, no more than one (1) Transit Operator shall participate in negotiations.

6. Bulletin Boards and Equipment Use. The City agrees to furnish bulletin boards in convenient places in each reporting area available for use by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City shall continue to allow the Union the use of City equipment and resources for Union business provided permission has been sought and approved in advance of their use. This includes, but is not limited to computers, e-mail, faxes, and copy machines. When use of City equipment has been approved, the Union shall be charged the same rate for such use as would be charged to any non-City user of that equipment.
7. Union Job Site Access. The City agrees that accredited representatives of the American Federation of State, County, and Municipal Employees Union, whether local Union representatives, Council 75 representatives, or international representatives shall upon reasonable notification and proper introduction to the Human Resources Director have full access to the premises of the City during working hours to assist in the administration of this Agreement, unless such access would cause disruption to the performance of work or result in an unsafe condition. In such situations, the City will make arrangements for the Union to have access to the employees as soon as practicable.
8. Union-Management Communication/Special Meetings. In order to facilitate communication between the parties on matters of mutual concern, special meetings may be agreed to between the Union representatives and the City representatives upon request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the meeting is requested. Local union representatives, the number to be agreed upon by the parties, shall be permitted to attend such meetings without loss of pay to the extent such meetings are scheduled during regularly scheduled work hours of the members so attending. Any meeting which requires an employee to be away from their assigned duties must receive prior permission from their supervisor before the meeting may be scheduled.

These meetings shall be held on a meet-and-confer basis and shall not be construed as having the authority to negotiate. Participants at these meetings shall have no authority to contravene any provisions of this Agreement or to resolve issues or disputes pertaining to the implementation or administration of the Agreement. Discussion or review of matters at these special meetings shall not affect time frames related to the grievance process.

9. Union Membership on Committees. The parties agree that the Union shall be provided the opportunity, within the extent permitted by law, to appoint bargaining unit members of its choosing to the City committees established to develop recommendations on issues of interest to its members (for example, department safety and citywide training committees). Such committees shall not serve as a substitute for collective bargaining and by establishing or participating in such a committee neither party shall waive any rights under the PECBA.

10. Reports. Upon request of a Union Officer, the City shall provide the Union with a list of bargaining unit employee promotions, demotions, reclassifications, and terminations. The City may charge the Union the actual cost of producing such reports.

ARTICLE 5 - CITY SECURITY

1. The Union will not initiate or engage in and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement.
2. Should a strike or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing.
3. Upon receiving notice of a strike or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.
4. In the event employees participate in a strike or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action which may include discharge.
5. Actions for monetary damages arising from alleged violations of this article shall be enforceable in accordance to the decision reached in Circuit Court and shall not be subject to any grievance and/or arbitration provision set forth in this Agreement.
6. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 6 - LOCKOUTS

1. The City will not lock out employees during the term of this Agreement provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

ARTICLE 7 - SAVINGS CLAUSE

1. Should any section or portion thereof of this Agreement be held invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, declared invalid by a final, unappealable order of the Employment Relations Board, or made illegal through the enactment of a federal or state law or through government regulations having the full force and effect of law, such action shall apply only to the specific section or portion thereof, directly specified in the action and shall not invalidate the entire Agreement. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
2. The invalidated provision(s) shall be subject to renegotiation by the parties conditioned upon either party notifying the other in writing of its desire to enter into such negotiations within thirty (30) days of the date the parties became aware of the invalidating action.

ARTICLE 8 – TERM OF AGREEMENT

1. This Agreement shall be effective upon ratification by both parties unless a specific article has a different effective date and shall remain in full force and effect through June 30, 2026. This Agreement shall automatically be reopened for negotiations for a successor agreement on February 1, 2026. It is the intent of the parties to commence such negotiations no later than March 1, 2026.
2. Upon opening negotiations for a successor agreement, this Agreement shall remain in full force and be effective during the period of negotiations, until, as provided in ORS 243.712, either party declares impasse. At such time that impasse is declared, the parties shall have all rights accorded by ORS 243.712.

ARTICLE 9 - VACATION

1. Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire. Consistent with City policy and applicable law, when an employee has a bona fide need to use leave accruals for medical leave, as documented by a physician, during their first six (6) months of continuous service with the City, the six-month waiting period shall be waived.
2. Vacation allowances shall accrue based on the following schedule:

| Months of Continuous Service | Semi-monthly Accrual Rate | Annual Total (hours) | Maximum Accrual (hours) |
|------------------------------|---------------------------|----------------------|-------------------------|
| 1 through 48 months | 4.0 hours | 96 | 192 |
| 49 through 96 months | 5.0 hours | 120 | 240 |
| 97 through 144 months | 5.5 hours | 132 | 264 |
| 145 months through 168 | 5.75 hours | 144 | 288 |
| 169 through 228 months | 6.5 hours | 156 | 312 |
| 229 months and over | 7.0 hours | 168 | 336 |

However, the City may hire a new employee at a higher accrual rate, if necessary in the City’s judgment, based on the new employee’s relevant education and experience.

Vacation accruals shall not be used until the pay period after they are earned.

3. Employees who have 169 months through 228 months or 229 months or more of continuous service with the City shall be eligible to annually elect to receive the additional vacation accrual rate above 5.5 hours per pay period (accrual tier of 97-144 months) as indicated above, or they may elect to receive the salary increase indicated in Article 18, Wages, Section 6.

Effective July 1, 2023, current Section 3 will be considered deleted, and vacation allowances shall accrue based on the following schedule:

| Months of Continuous Service | Semi-monthly Accrual Rate | Annual Total (hours) | Maximum Accrual (hours) |
|------------------------------|---------------------------|----------------------|-------------------------|
| 1 through 48 months | 4.0 hours | 96 | 192 |
| 49 through 96 months | 5.0 hours | 120 | 240 |

| | | | |
|------------------------|------------|-----|-----|
| 97 through 144 months | 5.5 hours | 132 | 264 |
| 145 months through 168 | 5.75 hours | 138 | 276 |
| 169 through 228 months | 6.0 hours | 144 | 288 |
| 229 months and over | 6.25 hours | 150 | 300 |

4. Full-time employees shall earn a full vacation accrual for any pay period-in which they are in paid status for at least half-time. Part-time employees who are in paid status an average of at least-fifty percent (50%) of their budgeted FTE per week per pay period shall earn prorated vacation benefits.
5. A full-time or part-time employee who is in paid status for less than fifty percent (50%) of their budgeted FTE in any pay period shall not receive a vacation accrual for that pay period.
6. The rate of vacation pay shall be the employee's regular straight time rate of pay.
7. Vacations will be granted for the time period as requested by the employee, subject to reasonable operational requirements. If the City is compelled by such operational requirements to limit the number of vacations at the same time, the employee with the greater seniority within the job classification within the employee's work group shall be given preference of choice for vacation period.
8. During the month of October, employees shall be allowed to schedule vacations for the following calendar year. The bidding shall occur as follows:
 - a. Employees will be allowed to bid for vacation so long as they will have the necessary accrued hours at the conclusion of the pay period within which the requested days off occur. It is the responsibility of the bidding employee to make sure that they have the necessary hours at the time the requested days off occur.
 - b. There will be two vacation selection rounds based on seniority. The employee with the greatest seniority will select first and each employee who requested time off will make their selection of the remaining available dates in order of descending seniority. During each selection round, an employee can select up to two consecutive weeks except for the period of November 5 – January 5 when only up to one consecutive week can be selected each round.
 - c. Subsequent to the October scheduling process, additional vacation requests shall be considered on a first-come, first-served basis. The City shall respond to such requests in writing within five (5) days of the requested date(s) off.

9. Subsequent to the October scheduling process, additional vacation requests shall be considered on a first-come, first-served basis. The City shall respond to such requests in writing within five (5) days of the requested date(s) off.
10. A regular employee who has completed six full months of service and who is laid off, discharged, retired, or terminated from the service of the City for any reason prior to taking their vacation, shall be compensated by check for all earned but unused vacation they accumulated at the time of separation.
11. An employee's earned but unused vacation credits shall not be allowed to accumulate beyond two times their yearly accrual rate unless such accumulation is the result of a denial by the City in writing of the employee's vacation request.
12. No division shall require more than two (2) months' prior notification of requested vacation time.
13. It is understood that from time to time there will be unforeseen schedule changes that will be implemented by management. In such instances, affected employees will be afforded the opportunity to modify their vacation requests subject to other provisions of this article. In no event other than an emergency shall an employee's scheduled vacation be canceled with less than one (1) month notice. If the City cancels an employee's approved vacation request, the City will reimburse the employee for nonrefundable deposits for travel (e.g., air, rail) and lodging if the employee confirms with written documentation that the deposits were made after the City approved the vacation and the employee made a good faith effort to cancel and seek refunds of the nonrefundable deposits.

ARTICLE 10 – HOLIDAYS

1. The following holidays shall be recognized and observed as guaranteed paid holidays:

| | |
|------------------------------|-------------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King, Jr., Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | Twenty-four (24) hours of |
| Labor Day | “floating holidays” |

2. Eligible employees shall receive one day's pay, up to a maximum of eight (8) hours, for each of the holidays listed above on which they perform no work. If such compensation is for less than the equivalent of full-time hours, the holiday pay shall be prorated by the regularly scheduled FTE (full-time equivalency). Part-time employees who are in paid status an average of at least 20 hours per week per pay period shall earn prorated holiday benefits. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday. Employees must be in paid status the workday prior and the workday following the City-observed holiday in order to receive holiday pay.
3. When the observed holiday falls on a day on which the full-time employee is not scheduled to work, the employee shall receive eight (8) hours of straight-time holiday pay or compensatory time at the discretion of the employee. Such choice will be made prior to time sheets being turned in.
 - A. If a holiday is observed during an employee's paid vacation period, the employee shall receive holiday pay for the day; and the employee will not be charged vacation leave for that workday.
 - B. If any employee is on paid sick leave and a holiday is observed, the employee shall receive holiday pay for the day; and it shall not count against the employee's accumulated sick leave.
 - C. If a holiday is observed during a period in which the employee is on unpaid leave, the employee shall not receive holiday pay.
4. If an employee is required to work on any of the observed holidays listed above, except floating holiday, the employee shall, in addition to the holiday pay, be paid time and one-half for all hours worked. Whenever an actual holiday is observed by the City on a different day, employees who work either, but not both, shall, in addition to the holiday pay, be paid time and one-half for all hours worked. If an employee works both the observed holiday and the actual holiday, the employee shall receive the holiday pay and the time and one-half pay for only one of those days.
5. When a holiday occurs on a day on which an employee is regularly scheduled to work more than eight (8) hours (such as for an employee working four 10-hour days), and the employee has scheduled paid time off, the employee may choose of one of the following options:
 - A. Receive eight (8) hours of holiday pay and charge two (2) hours against any of the employee's accrued leave except sick leave;
 - B. Receive eight (8) hours of holiday pay and charge two (2) hours to leave without pay;

- C. Change to a work schedule of five 8-hour days for the entire work week. To select this option, the employee must notify the supervisor at least seven days in advance of the start of the work week and receive the supervisor's approval; or
 - D. With the supervisor's approval, work two extra hours during the same work week. Notwithstanding Article 23, Overtime, paragraph 2, these extra hours of work will be paid at straight time.
6. Twenty-four hours of paid leave in the form of "floating holidays" shall be granted subject to the following conditions:
- A. The floating holidays would be days/hours off with pay to be taken at the discretion of the employee with the supervisor's prior approval.
 - B. Floating holiday shall be accrued according to the following table:

| Earliest Month on Active Payroll | Number of Floating Holiday Hours |
|----------------------------------|----------------------------------|
| January | 24 hours |
| February, March, April, May | 16 hours |
| June, July, August, September | 8 hours |
| October, November, December | 0 hours |

- C. Floating holiday hours not used may not be carried over and are not subjected to being paid out.
- D. These floating holidays can be used during an employee's training period.

ARTICLE 11 - SICK LEAVE

1. The City intends to comply with its obligations under the Oregon Sick Time law (ORS §§ 653.601-653.661). Except where otherwise agreed to, this Article will be interpreted consistent with the Oregon Sick Time law.
2. Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month of service which may be accumulated to a total of 950 hours. Part-time employees covered under this Agreement shall accrue sick leave proportionate to the number of hours in their regularly scheduled workweek divided by forty (40) hours. Sick leave shall not be used until the pay period after it is earned.

Sick leave shall be accrued as follows:

| 1st through 15th Accrual Rate (hours) | 16th through end of month Accrual Rate (hours) | Annual Total (hours) | Maximum Accrual (hours) |
|---|--|-------------------------|-------------------------------|
| 4.0 | 4.0 | 96 | 950 |

All sick leave accrued prior to January 1, 1995, shall be banked and be available for the employee's use if required. It shall not be counted as a portion of the 950 maximum accrual listed in the above paragraph.

3.
 - A. An employee may utilize sick leave for a doctor or dental appointment, but a minimum of one-half (½) hour will be charged.
 - B. An employee may utilize sick leave for the employee's own mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventive medical care.
 - C. An employee may also utilize sick leave to provide care for a member of the employee's immediate family who is needing care for their own health conditions as described above in B, or as otherwise provided under the law. (Immediate family for this provision shall be defined as: the employee's spouse, domestic partner, parent, stepparent, parent-in-law, stepparent-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, child—including stepchild or foster or adopted child of the employee, spouse—or child's spouse, grandparent, step-grandparent, step-grandparent-in-law, grandchild, any person in the employee's household or any other person with whom the employee was or is in a relationship of in loco parentis, and equivalent relationships from a domestic partnership where in-laws are referenced.)
 - D. Employees who are absent from work due to their own health condition, the health condition of a family member, or other qualifying condition, as described in paragraphs B and C A above must charge the absence to their accrued leave banks (sick, vacation, compensatory time, floating holiday) if sufficient accrued leave exists.
 - E. If hours are subtracted from an employee's sick account for any reason, PERS requires that it also be subtracted from their PERS sick account.
4. An employee who returns following a layoff or an unpaid leave of absence shall have reinstated sick leave credits previously accrued.
5. Earned but unused sick leave shall not be compensated upon termination. However, upon the death of an employee, all unused sick leave will be paid to the surviving spouse or the employee's estate. Unused sick leave shall continue to be credited to an

employee's final average salary computation in accordance with the provisions of the Oregon Public Employees Retirement System as permitted by law.

6. Sick leave will be allowed only when an employee is unable to work because of illness or injuries or family and medical leave as adopted by this Agreement and applicable law but not when receiving payment for disabilities resulting from outside employment. Willful violation of sick leave use is recognized as grounds for discipline.

Consistent with applicable law, the City reserves the right to require that an employee provide a written statement from a health care provider regarding an employee's sick leave usage. The City shall not be arbitrary in exercising its right to require medical verification as described here. The City may also require an employee to submit to a physical examination at the City's cost in order to determine the employee's fitness for duty should the need arise, and such examination is permissible under state and federal laws.

If the City exercises its rights to require an employee to provide a written statement from a health care provider, the City will reimburse the employee for out-of-pocket or VEBA costs for the office visit upon the employee providing a bill.

7. If an employee is absent due to illness or injury for worker's compensation insurance, the employee's compensation will be in accordance with Article 20, Worker's Compensation Insurance, paragraph 3.
8. Employees who are prevented, due to a nonwork related illness or injury, from performing their regular duties shall maintain employee status at least until all accrued sick leave, compensatory time, and vacation leave time have been depleted. The City agrees to continue its contribution for insurance benefits for employees on such leave while employee status is continued.
9. It is agreed that employees may donate any part of their accrued sick leave to any other bargaining unit employee who has a bona fide need for such a donation if agreed upon by the City. Each request will be examined on a case-by-case basis as to the allowance and amount. Departing employees may not donate their unused sick leave to another employee within the City. The City will not deny such donation in an arbitrary or capricious manner. Any amount of sick leave donated will be deducted from the account of the employee making the donation. Employees requesting sick leave donations must initiate a request for donations through the Human Resources Department before payroll has been posted for the pay period in which they are seeking the donation(s).
10. The City shall provide up to six (6) months of ongoing or intermittent leave status, which includes health benefits while the employee is in paid status, to employees who are unable to return to work because of an illness or injury not covered by workers' compensation. Any available leaves under OFLA, FMLA, or other applicable law shall run

concurrently with this six- (6) month leave. The six-month period shall begin with the effective date of the employee's FMLA (or OFLA) event. The employee must use available accrued sick leave, compensatory time, vacation, and floating holidays during this period. At the conclusion of this period, if the employee has not been released to return to work by their treating physician, and is not currently eligible for further family medical leave or other protected leave, the employee will be placed on layoff status and given the opportunity to continue health benefits under COBRA.

11. Upon an employee's retirement as defined in Article 19, Retirement, Section 4, the City will make available the value of one-quarter (25 percent) of the employee's OLD and NEW sick leave balances or one-half (50 percent) of the employee's sick leave balance with a 850-hour maximum, whichever is most beneficial to the employee or at the employee's discretion, for use as a credit toward the purchase of the City's health insurance premium should the employee choose this health insurance option as defined within ORS 243.303.

The sick leave value as described above shall be transferred to the VEBA for the employee's use for acceptable uses as stipulated by IRS and VEBA regulations.

ARTICLE 12 - FAMILY MEDICAL LEAVE

1. The City shall comply with its obligations under the Oregon Family Medical Leave (OFLA) and the federal Family and Medical Leave Act (FMLA).
2. In the event that paid family leave is or may be triggered, the parties agree to reopen Article 12 for negotiations. However, in the event that paid family leave is not ultimately triggered, Article 12 shall continue in effect.

ARTICLE 13 - LEAVE OF ABSENCE

1. A regular status employee with at least 12 months of consecutive service may, at the discretion of the Human Resources Director and the City Manager, be granted a leave of absence without pay for up to six (6) months. Requests for such leaves must be in writing and must establish reasonable justification for approval by the Human Resources Director and the City Manager. An employee shall not accrue benefits or seniority during such leave, except as otherwise required by law. A leave of absence may be extended with the approval of the Human Resources Director and the City Manager.

ARTICLE 14 - BEREAVEMENT LEAVE

This article applies to City-paid bereavement leave and how it interfaces with the Oregon Family Medical Leave (OFLA) when applicable.

1. City-Paid Bereavement Leave

- A. In the event a regular, full-time employee suffers a death in their immediate family, they shall be granted up to forty (40) hours of leave with pay per occurrence to grieve the death of a family member and for making arrangements or attending the funeral which shall not be deducted from the employee's accrued leave or comp time.
- B. Regular, part-time employees are entitled to a prorated amount of leave, based on the employee's FTE, for bereavement purposes. For example, an employee whose FTE is 0.5 would be eligible for twenty (20) hours of bereavement leave – the hours equivalent to the employee's work week.
- C. Immediate family shall be defined in City Policy and shall include but is not limited to: spouse, domestic partner, parent or stepparent, parent-in-law or stepparent-in-law, brother or brother-in-law, stepbrother, sister or sister-in-law, stepsister, child (including step, foster, or adopted child of employee or spouse) or child's spouse, grandparent, grandparent-in-law, step-grandparent, grandchild, uncle, aunt, nephew, niece, first cousin, or any other person with whom the employee was or is in a relationship of in loco parentis (which means in the place of a parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.) For purposes of this Article, "immediate family" shall include pregnancy loss to either parent when accompanied by documentation from the parent-employee's healthcare provider.
- D. At the employee's option, bereavement leave may be supplemented by use of sick or vacation leave or comp time with the supervisor's approval.
- E. Bereavement leave must be used within sixty (60) days of the family member's death. However, in extenuating circumstances, such as a delayed memorial service or particular religious observances, where the employee has informed the City of the death at the time of the event that the need for bereavement leave will be delayed, the employee has up to twelve (12) months from the date of the death to use their forty (40) hours of City bereavement leave.

2. OFLA-Qualifying Bereavement Leave (see OFLA regulations)

- A. Bereavement leave under paragraph 1 of this article will run concurrently with bereavement leave provided by the Oregon Family Leave Act (OFLA) when applicable. However, OFLA bereavement leave must be used within sixty (60) days

of the event. Under paragraph 1 above, up to the forty (40) hours per event will be with pay; however, if the event is OFLA qualifying, employees may charge the remaining OFLA time to their accrued leave banks; or, if no leave is available, the employee may take leave without pay. The total bereavement leave time allowable shall not exceed eighty (80) hours in aggregate per event.

ARTICLE 15 - UNIFORMED SERVICE LEAVE

1. The City shall comply with its obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA).
2. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) calendar days in the twelve- (12) month period of October 1 - September 30, as provided by law. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which the employee is entitled provided the employee receives bona fide orders to active duty or training duty for a temporary period and providing the employee returns to their position immediately upon expiration of the period for which the employee was ordered to duty.
3. Additional leave without pay shall be provided in accordance with applicable federal and state laws for employees entering uniformed service for extended or indefinite period of active duty.

ARTICLE 16 - JURY DUTY AND WITNESS LEAVE

1. An employee required to appear as a subpoenaed, disinterested witness in a proceeding shall be granted a leave of absence with pay for the required period of time provided such service is for no more than ten (10) work days per year. When service as a witness extends beyond ten (10) work days, compensation paid by the City to the employee for that period shall be reduced by any money received from other sources for the appearance as a witness except for those amounts received for mileage and meals. (This shall not apply to proceedings identified in Article 4.)
2. Employees shall be granted a leave of absence with pay for service upon a jury provided such service is for no more than ten (10) work days per year. When service on the jury extends beyond ten (10) work days, the compensation paid by the City to such employees for the period shall be reduced by the amount of money received for service from other sources, except for those amounts received for mileage and meals.

3. Employees on leave pursuant to the provisions of this article shall report for assignment immediately upon completion of their service each workday provided that they have not completed a full workday in such service.
4. The City, in its discretion, may request that an employee be excused from jury duty.

ARTICLE 17 – HEALTH AND WELFARE

1. The City shall provide \$75,000 of life insurance for employees.
2. The City shall maintain the long-term disability insurance benefit levels presently in effect for the duration of this Agreement.
3. The City shall provide medical, dental, and vision coverage for eligible employees and their dependents. Design of such benefit plans are within the City’s discretion; however, the City will seek input from the City’s Benefits Committee. An AFSCME Council 75 representative may attend Benefits Committee meetings as an observer.

During the life of this Agreement, the Union waives the right to bargain changes or file a grievance on changes in the current insurance plan benefits and levels of coverage when the change is made solely at the discretion of the carrier. If the insurance plan is canceled by the carrier during the term of this Agreement, the City will seek a recommendation from the City’s Benefits Committee regarding replacement benefits. Such recommendation will not be binding on the City. The City shall secure replacement benefits at a similar level to the canceled plan in a timely manner.

Additionally, the parties acknowledge that it is in the best interest of the public for the City to periodically go out to bid on its medical, dental, and vision insurance plans and agree that the City may make a determination to do so at its discretion.

4. Effective July 1, 2022, health insurance premium contribution rates will be as follows:

| Employee Only Coverage | | | | | |
|-------------------------------|---------------------------------------|--|--|----------------------------------|------------------------------|
| Plan | Employee 1st-15th Contribution | Employee 16th-End-of-Month Contribution | Employee Total Monthly Contribution | City Monthly Contribution | Total Monthly Premium |
| PacificSource Medical | \$ 20.10 | \$ 20.10 | \$ 40.20 | \$ 763.87 | \$ 804.07 |
| MODA Vision | \$ 0.61 | \$ 0.61 | \$ 1.22 | \$ 23.32 | \$ 24.54 |
| MODA Delta Dental | \$ 1.70 | \$ 1.70 | \$ 3.40 | \$ 64.85 | \$ 68.25 |
| Willamette Dental | \$ 1.26 | \$ 1.26 | \$ 2.52 | \$ 47.82 | \$ 50.34 |

| Plan Choices | 15th Paycheck | End-of-Month Paycheck | Monthly Total |
|-------------------------------------|----------------------|------------------------------|----------------------|
| Medical, Vision & MODA Delta Dental | \$ 22.41 | \$ 22.41 | \$ 44.82 |
| Medical, Vision & Willamette Dental | \$ 21.97 | \$ 21.97 | \$ 43.94 |

| Employee & Spouse Coverage | | | | | |
|---------------------------------------|---------------------------------------|--|--|----------------------------------|------------------------------|
| Plan | Employee 1st-15th Contribution | Employee 16th-End-of-Month Contribution | Employee Total Monthly Contribution | City Monthly Contribution | Total Monthly Premium |
| PacificSource Medical | \$ 43.28 | \$ 43.28 | \$ 86.56 | \$ 1,644.94 | \$ 1,731.50 |
| MODA Vision | \$ 1.08 | \$ 1.08 | \$ 2.16 | \$ 41.42 | \$ 43.58 |
| MODA Delta Dental | \$ 3.02 | \$ 3.02 | \$ 6.04 | \$ 114.77 | \$ 120.81 |
| Willamette Dental | \$ 2.72 | \$ 2.72 | \$ 5.44 | \$ 103.36 | \$ 108.80 |

| Plan Choices | 15th Paycheck | End-of-Month Paycheck | Monthly Total |
|-------------------------------------|----------------------|------------------------------|----------------------|
| Medical, Vision & MODA Delta Dental | \$ 47.38 | \$ 47.38 | \$ 94.76 |
| Medical, Vision & Willamette Dental | \$ 47.08 | \$ 47.08 | \$ 94.16 |

| Employee & Child Coverage | | | | | |
|--------------------------------------|---------------------------------------|--|--|----------------------------------|------------------------------|
| Plan | Employee 1st-15th Contribution | Employee 16th-End-of-Month Contribution | Employee Total Monthly Contribution | City Monthly Contribution | Total Monthly Premium |
| PacificSource Medical | \$ 35.50 | \$ 35.50 | \$ 71.00 | \$ 1,349.06 | \$ 1,420.06 |
| MODA Vision | \$ 1.16 | \$ 1.16 | \$ 2.32 | \$ 44.24 | \$ 46.56 |
| MODA Delta Dental | \$ 3.55 | \$ 3.55 | \$ 7.10 | \$ 134.89 | \$ 141.99 |
| Willamette Dental | \$ 2.22 | \$ 2.22 | \$ 4.44 | \$ 84.62 | \$ 89.06 |

| Plan Choices | 15th Paycheck | End-of-Month Paycheck | Monthly Total |
|-------------------------------------|----------------------|------------------------------|----------------------|
| Medical, Vision & MODA Delta Dental | \$ 40.21 | \$ 40.21 | \$ 80.42 |
| Medical, Vision & Willamette Dental | \$ 38.88 | \$ 38.88 | \$ 77.76 |

| Employee & Family Coverage | | | | | |
|---------------------------------------|---------------------------------------|--|--|----------------------------------|------------------------------|
| Plan | Employee 1st-15th Contribution | Employee 16th-End-of-Month Contribution | Employee Total Monthly Contribution | City Monthly Contribution | Total Monthly Premium |
| PacificSource Medical | \$ 58.28 | \$ 58.28 | \$ 116.56 | \$ 2,214.73 | \$ 2,331.29 |
| MODA Vision | \$ 1.63 | \$ 1.63 | \$ 3.26 | \$ 62.30 | \$ 65.56 |
| MODA Delta Dental | \$ 4.86 | \$ 4.86 | \$ 9.72 | \$ 184.86 | \$ 194.58 |
| Willamette Dental | \$ 3.66 | \$ 3.66 | \$ 7.32 | \$ 139.23 | \$ 146.55 |

| Plan Choices | 15th Paycheck | End-of-Month Paycheck | Monthly Total |
|-------------------------------------|----------------------|------------------------------|----------------------|
| Medical, Vision & MODA Delta Dental | \$ 64.77 | \$ 64.77 | \$ 129.54 |
| Medical, Vision & Willamette Dental | \$ 63.57 | \$ 63.57 | \$ 127.14 |

- The City agrees that for the term of this agreement the maximum out-of-pocket will not exceed two thousand dollars (\$2,000) for employee only and four thousand dollars (\$4,000) for employee plus dependent(s). Additionally, the City agrees to maintain the current four-tier structure.

6. The City contribution for the medical insurance premium for regular, full-time employees will be ninety-five percent (95%) of the total combined premiums for medical, dental, and vision insurance. Employees shall pay the remaining five percent (5%) of the premiums through payroll deduction.
7. On January 1, 2023, and on January 1 of each subsequent year of the contract, the City will contribute one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage and two thousand dollars (\$2,000) for each employee who elects coverage for employee plus dependent(s).

Should an employee who elected employee-only coverage add a dependent during the plan year due to a qualifying condition, an additional amount equal to the difference between employee-only coverage and employee-plus-dependent(s) coverage for the respective plan year shall be added to the employee's VEBA.

Newly hired employees shall receive full VEBA contributions with their first regular paycheck. Employees who resign, are terminated, or otherwise separate from City employment and return within the same insurance plan year (calendar year) shall not be entitled to an additional VEBA contribution for that year.

The City will request that the VEBA provider not impose fees for employees seeking reimbursement of expenses.

8. The combined, cumulative out-of-pocket employee monthly premium costs for medical, dental, and vision insurance shall be limited to one hundred fifty (dollars (\$150.00)). This provision expires June 30, 2026.
9. The City shall make the Flexible Spending Account under Section Number 125 of the IRS Codes available for all bargaining unit members.
10. Part-time employees who are regularly scheduled to work an average of at least 20 hours per week per pay period shall be eligible for benefits with the City paying a prorated portion of the cost based on the FTE assignment of the employee. A part-time employee who pays a portion of the benefits' cost has the option to waive coverage in accordance with the insurance carrier's policy requirements. Part-time employees regularly scheduled to work less than an average of 20 hours per week are not eligible for benefits.

Part-time employees in positions budgeted between 0.75 FTE and 0.999 FTE shall receive City-paid health insurance premium contributions at the same level as full-time employee. Part-time employees in positions budgeted between 0.50 FTE and 0.749 FTE shall receive City-paid health insurance premium contributions at seventy-five percent (75%) of the full-time employee rate. The employee shall pay the remaining twenty-five percent (25%) through payroll deduction. A part-time employee who pays a portion of

the benefits' cost has the option to waive coverage in accordance with the insurance carrier's policy requirements. Part-time employees in positions budgeted at less than 0.50 FTE are not eligible for benefits.

Employees who are not in paid status for at least half time per month, based on FTE, will be required to pay the City's portion of health insurance premiums unless the employee is on an approved medical leave (FMLA/OFLA), covered under an agreement due to layoff, or otherwise as subject to applicable law.

11. The parties agree that should state or federal statutes, rules, or regulations impose any type of tax, fees, surcharges, or similar cost on the City as a result of the City providing employees with health insurance benefits or due to the level of benefits provided, the parties will negotiate the sharing of those costs among employees and the City pursuant to ORS 243.698.

ARTICLE 18 - WAGES

1. Effective and retroactive to July 1, 2022, bargaining unit employees shall receive a salary increase of two percent (2.0%).
2. Effective January 1, 2023, bargaining unit employees shall receive a salary increase of two percent (2.0%).
3. Effective July 1, 2023, bargaining unit employees shall receive a salary increase of two percent (2.0%).
4. Effective January 1, 2024, bargaining unit employees shall receive a salary increase of two percent (2.0%).
5. Effective July 1, 2024, bargaining unit employees shall receive a salary increase of two percent (2.0%).
6. Effective January 1, 2025, bargaining unit employees shall receive a salary increase of two percent (2.0%).
7. Effective July 1, 2025, bargaining unit employees shall receive a salary increase commensurate with the change in the National CPI-W between January of the prior calendar year and January of the current calendar year with a minimum of zero percent (0%) to a maximum of three percent (3%).

8. Longevity Pay

- A. Employees who are continuously employed by the City for ten (10) years or more shall receive an additional two percent (2%) longevity increase.
 - B. Employees who are continuously employed by the City for twenty-two (22) years shall be granted forty (40) hours of longevity leave. This leave must be used within the following 12-month period. If these longevity leave hours are not used during the following 12-month period, it will be cashed out. The employee may request to cash out the leave at any time during that 12-month period.
 - C. Employees who are continuously employed by the City for twenty-seven (27) years shall be granted another two percent (2%) longevity step.
9. In Lieu of Vacation Accrual (ILOVA) Pay – Employees who have been continuously employed with the City for at least 169 months shall be eligible to elect to receive an additional three percent (3%) increase in salary in lieu of the additional vacation accrual above that which is provided for 97 months through 144 months of continuous service. Additionally, employees who have been continuously employed with the City for at least 229 months shall be eligible to elect to receive an additional three percent (3%) increase in salary in lieu of the additional vacation accrual above that which is provided for 169 through 228 months of continuous service. Employees may elect to receive the additional compensation in lieu of higher vacation accruals for one or both ILOVA steps, not to exceed a total of six percent (6%) additional compensation at the 229-month step. Eligible employees must give written notice for the beginning of each fiscal year by December 31 of the prior fiscal year. The option selected by the employee will continue from year to year under this Agreement unless the employee requests a change in writing by December 31 of the prior fiscal year. The effective date for implementation of the employee's elected option shall be triggered by the month in which the employee completes the applicable months of continuous service; the option will be effective the first of that month.

Effective July 1, 2023, current Section 9 will be considered deleted, and Section 8 will be revised as follows:

8. Longevity Pay

- A. 120 months: Employees will receive two percent (2.0%) of their base rate of pay per pay period upon completion of 120 months (10 years) of continuous employment with the City provided the employee has performed satisfactorily during the prior twelve (12) months.
- B. 168 months: Employees will receive five percent (5.0%) of their base rate of pay per pay period upon completion of the 168 months (14 years) of continuous

employment with the City provided the employee has performed satisfactorily during the prior twelve (12) months.

- C. 228 months: Employees will receive eight percent (8.0%) of their base rate of pay per pay period upon completion of 228 months (19 years) of continuous employment with the City provided the employee has performed satisfactorily during the prior twelve (12) months.
 - D. 264 months: Employees who are continuously employed by the City for twenty-two (22) years shall be granted forty (40) hours of longevity leave. This leave must be used within the following 12-month period. If these longevity leave hours are not used during the following 12-month period, it will be cashed out. The employee may request to cash out the leave at any time during that 12-month period.
 - E. 324 months: Employees who are continuously employed by the City for 324 months (27 years) will receive ten percent (10.0%) of their base rate of pay per pay period upon completion of 324 months (27 years) of continuous employment with the City provided the employee has performed satisfactorily during the prior twelve (12) months.
 - F. Longevity pay is not cumulative for different years of service.
10. The City shall arrange for all bargaining unit employees to participate in the Mission Square Deferred Compensation Program or the Nationwide Deferred Compensation Program. In addition, the City will contribute one-half of one percent (0.5%) of the employee's base pay.

Employees who select a Roth (after-tax) option for their deferrals, shall receive the City's one-half of one percent (0.5%) contribution as a pre-tax investment contribution.

When an employee is receiving working-out-of-class (WOC) or acting-in-capacity (AIC) compensation, the City's deferred compensation contribution will be calculated off of the employee's regular base pay, not the elevated pay inclusive of WOC or AIC pay.

11. Shift differential shall apply to all eligible employees in the bargaining unit.
- A. Employees who work the majority of their shift Monday through Friday after 6:00 p.m. or before 8:00 a.m., shall receive an additional eighty cents (80¢) per hour for all hours worked during the assigned shift.
 - B. Employees who work on Saturday or Sunday shall receive an additional eighty-five cents (85¢) per hour for all hours worked during the assigned shift.

- C. Employees assigned a split-shift as defined within Article 24, Hours of Work, shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each hour worked of the regularly scheduled shift.

The following are examples of situations that are not considered a split shift and shall not be eligible for split-shift premium pay:

- a) An employee is scheduled to work special events later in the day/evening after working their regular shift.
 - b) An employee who is released from duty for reasons beyond the City's control, such as inclement weather or a vehicle is not available due to mechanical failure, is called back to work later that day.
12. The City agrees to review regular, part-time employees' actual hours worked at least twice per calendar year for the purpose of a needs assessment (if the employee is regularly working over the position's assigned FTE, and whether the department considers it an ongoing need), with a copy provided to the Local Union President.

13.

- A. All employees shall receive their step advancement annually on their Step Advancement Date. The City shall continue to advance all current employees covered by this Agreement one step on the salary schedule for each year of satisfactory service. However, an employee may not exceed the maximum rate for their salary range.

An employee's Step Advancement Date shall normally be as follows:

For an employee whose first day of work is between the 1st – 15th of the month, the step advancement date shall be the 1st of that month.

For an employee whose first day of work is between the 16th – 31st of the month, the step advancement date shall be the 16th of that month.

- B. An employee who is promoted or reclassified upwards, shall receive a one-step increase effective with the reclassification or promotion, or move to the first step on the higher classification, whichever is greater. Thereafter, the first of that month shall become the employee's new Step Advancement Date.
14. Working-out-of-class (WOC) compensation. An employee assigned the duties and responsibilities of a higher-rated position shall receive WOC compensation at five percent (5%) above their current regular rate of pay or the first step on the salary range of the higher-rated position, whichever is greater. Such an assignment must be in writing and must be authorized by the Human Resources Director. Verbal field assignments shall not

be valid under this article unless confirmed in writing by the Human Resources Director within two (2) working days of the assignment. Compensation under this article shall be payable only in the event the assignment lasts forty (40) consecutive hours or longer. Such compensation shall be retroactive to the first day of the assignment. An employee will be deemed to have been assigned WOC duties and responsibilities of a higher-level position when the employee has been assigned the responsibility and accountability for the essential functions as outlined in the job description of the higher-rated position. Notwithstanding the above language, an employee who voluntarily accepts lead work duties as a developmental assignment to develop supervisory and management skills will not receive the five percent (5%) addition to wages. Such developmental assignment will be for no more than six months and must be in writing and approved by the Department Director and Human Resources Director.

Acting-in-Capacity (AIC) compensation. An employee assigned in writing by the Department Head or their designee to perform the duties of a supervisor or lead worker position in that supervisor or lead worker's absence shall receive AIC compensation at five percent (5%) above their current regular rate of pay for all hours worked in the assignment provided the assignment lasts forty (40) consecutive hours or longer. For AIC assignments lasting longer than three weeks (120 hours), the employee shall receive AIC compensation at ten percent (10%) above their current regular rate of pay for all hours worked in the AIC assignment.

15. Training differential. The City will make reasonable efforts to assign the transit operator assigned to a specific shift, if they are available, to provide training on that shift for new operators. A Transit employee who is assigned, in writing, the responsibility to train or line drive with employees shall be compensated at a rate of ten percent (10%) of their regular base wage for each hour or major portion of an hour spent training or line driving with the employee. To the extent reasonably possible, and subject to operational needs, the City will assign a transit operator to assist in the development of new routes and timetables in order of seniority.
16. Standby is defined as a period of time a designated employee is required to be available for immediate recall.
 - A. When an employee is required to be on standby, the employee shall receive one (1) hour of pay at the regular rate for each eight (8) hours of standby time. Employees required to be on standby in their regular department shall have the option of receiving one (1) hour of pay or accruing one (1) hour of compensatory time.
 - B. Double Standby Pay on Holiday. When an employee is assigned to standby time on a holiday which would otherwise be regularly scheduled work time, the employee shall receive two (2) hours of pay or compensatory time, at the employee's election, at the regular rate of each eight (8) hours of standby time. Double Standby Pay shall apply on the City-recognized holiday or actual holiday, but not both.

- C. The standby person will be expected to respond to all calls as quickly as possible, but in all instances, shall respond within one (1) hour or less. Response is defined as being at the job site if a City vehicle was driven home or at the City shops if a City vehicle was not driven home.
 - D. An employee assigned stand-by duties may not consume alcohol products or become incapacitated. Failure to respond to the on-call supervisor or failure to respond to a callout in a condition able to perform work may be grounds for disciplinary action. Standby compensation will then be prorated based on the remaining assignment period.
 - E. If an employee working in a Lead Capacity in the Supervisor's call pool, should have any one phone call that exceeds 59 minutes, the call would be treated as callback.
17. With approval of the Department Director and Human Resources Director, a supervisor may recognize an employee's outstanding performance and contributions with a direct or indirect monetary benefit in the form of a lump-sum payment, generally not to exceed three percent (3%) of the employee's base salary; additional time off with pay, generally not to exceed twenty-four (24) hours; or other similar award. The awarding of such benefits is solely at the discretion of the City. Such awards may be granted without expectation of continuation. The City will not be obligated to negotiate the implementation, form, value, or cessation of such benefits.
18. Employees who are assigned bilingual duties, such as interpreting for Spanish-speaking customers of the City, translating written material into Spanish, or providing outreach services to or programming for the Spanish-speaking community, shall receive a differential of three percent (3%) added to their base pay when such duties are assigned on an ongoing basis as evidenced by being added to the employee's job description. Assignment and removal of such duties shall be at the City's discretion and is not grievable.
19. In the event weather considerations cause the City Manager, or their designee, to curtail all but essential operations, any Transit employee required to remain on duty during the curtailment period that occurs and closes City offices during regularly posted hours of operation shall receive an additional one-half (1/2) hour of compensatory time or pay, in accordance with Article 23, Overtime, for each hour or major portion thereof for work performed after the time that nonessential services are curtailed until such time as regular hours of operation would have otherwise ended. After that period, overtime will be provided in accordance with Article 23, Overtime.

Should the employee be at the maximum accrual of compensatory time, as defined in Article 23, Overtime, paragraph 5B, the employee will be paid for the additional time worked.

ARTICLE 19 - RETIREMENT

1. The City shall continue to participate in the present retirement program or its successor.
2. The City shall continue to participate in the sick leave program administered by PERS in accordance with the law.
3. In lieu of six percent (6%) in wage, the City shall pick up, assume, or pay the six percent (6%) contribution for employees to the Public Employees Retirement System (PERS). The full amount of the required employee contribution picked up by the City on behalf of the employee shall be considered as wages only for the purpose of computing an employee member's final average wage as allowed by PERS regulations.
4. To qualify for retirement, an employee must meet the PERS and/or OPSRP definition of being eligible to retire and immediately begin receiving benefits under Oregon PERS and/or OPSRP. [See Article 11, Sick Leave, Section 11, for information regarding health insurance relating to retirement.]

ARTICLE 20 – WORKERS’ COMPENSATION INSURANCE

1. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City. When an employee is absent from work because of an on-the-job injury or occupational illness, the time off will not be charged to sick leave or other paid leave except as provided below.
2. In addition, eligible employees may qualify for supplementary payments under the disability insurance plan currently in effect.
3. Except as set forth below in section 20.4 (below) for employees who decline light duty positions, employees prevented from performing their normal duties due to a work-related illness or injury shall be compensated as follows:

A. First 120 Days

For the first 120 calendar days of time loss employees will receive their regular paycheck from the City minus any workers’ compensation time loss benefits from the City’s workers’ compensation carrier. Employees will receive their workers’ compensation time loss benefits from the City’s workers’ compensation carrier (time loss benefits with the insurance carrier begin after a 3-day waiting period as defined in ORS 656.210 and ORS 656.212). Any workers’ compensation time loss payments will be deducted from the employee’s paycheck and adjusted in the next available payroll cycle, or subsequent payroll cycles if the employee’s paycheck is insufficient

to permit recovery. No sick leave will be deducted from the employee's sick leave or other leave banks for 120 days following the first day of an on-the-job injury or occupational illness or aggravation of any such injury or illness during this initial 120 calendar day period.

FMLA leave shall run concurrently. The FMLA period shall begin with the effective date of the employee's FMLA event.

B. Following First 120 Days

At the conclusion of this 120-calendar day period and for any period of time loss following the initial 120 calendar days that relates to the same work-related injury or illness, employees may be required to have their sick leave benefit coordinated with their worker's compensation time loss benefits to receive their regular gross pay. The employee will receive a time loss payment directly from the workers' compensation carrier for 66-2/3 percent of wages, but not more than 133 percent of the average weekly wage as defined in ORS 656.210-.212. The employee's sick leave bank will be charged for only the differential between the time loss payments and regular gross wages. In the event an employee's sick leave benefits are depleted, the employee shall use available compensatory, vacation and floating holiday pay to receive their regular gross wages. In the event the employee does not specify which bank is preferred, compensatory time will be used first, followed by floating holiday then vacation pay.

Once an employee's sick leave bank is depleted, they may choose to only receive Workers' Compensation time loss payments. Notification of this choice must be provided in writing to the Human Resources Department.

4. Employees who are offered light-duty assignments that comply with their limitations as provided by their treating physician must accept that assignment, or compensation from the City under this Article will not be paid. Continuation of workers' compensation benefits shall be in accordance with applicable law.
5. The City further agrees to provide six (6) additional calendar months of insurance benefits, at the level of coverage currently in effect for employees in the bargaining unit, once the employee on such compensable leave has exhausted accrued leave benefits and has not returned to work. Such additional benefits shall cease should the employee terminate or be terminated from employment.

ARTICLE 21 - MILEAGE

1. The City shall reimburse employees for use of their personal vehicle for authorized City business at the IRS-established rate per mile. No employee shall use her/his personal vehicle for City business without the specific authorization of her/his supervisor. The City may require employees to provide a personal vehicle to fulfill the requirements of their position. Reimbursements will be processed in accordance with City policy.
2. The City shall reimburse reasonable actual costs for other expenses incurred while on authorized City business when substantiated by receipts.

ARTICLE 22 - EDUCATION INCENTIVE BENEFITS

1. Subject to the conditions outlined below, the City agrees to reimburse for the tuition and book fees for employees who successfully complete preapproved, job-related college courses or a job-related institutional approved degree program. Job-related courses or degree programs refers to the employee's current position or that which could serve to further the employee's future advancement opportunities within their current department, with such determination being at the sole discretion of the City.
 - A. The employee must provide a preliminary request for education reimbursement benefits to the Department Director by December 31 for classes to be taken during the next fiscal year. Approvals are not automatic. Each request will be considered individually and must be approved by the Department Director. Approval for reimbursement will be considered conditional until a formal request has been approved by the Department Director and Human Resources Director, subject to availability of funds. Timelines may be waived by the employee's Department Director and Human Resources Director.
 - B. Prior approval must be obtained from the employee's Department Director and the Human Resources Director for each course or degree program. The City may require employees who are in programs lasting longer than a quarter or semester to seek reapproval each quarter/semester or academic year as the City judges appropriate.
 - C. Reimbursement may be denied if the employee holds a master's degree or higher degree.
 - D. Employees must successfully complete their new-hire training period prior to utilizing this benefit.

2. Conditions for Reimbursement

- A. The rate of reimbursement shall be seventy-five percent (75%) of the actual tuition rate, as approved by the department director, but in no event shall it be more than seventy-five percent (75%) in-state tuition at Oregon State University. Book fees shall also be reimbursed at the seventy-five percent (75%) rate.
- B. College transcripts and proof of expenses for tuition and books incurred shall be required in order to obtain reimbursement.
- C. An employee shall be limited to twelve (12) credit hours of this benefit per fiscal year.
- D. Reimbursement may also be denied if the employee receives compensation for attendance from another source.
- E. The Employee must receive a grade of a "C" grade or better for associates or bachelor's degrees, a grade of "B" grade or better for masters degrees, or a "Pass" in a pass/fail college course subject to the limitations of this section.
- F. Employees who receive reimbursement for tuition and book fees will sign an agreement that they will remain employed at the City for twenty-four (24) full calendar months following the completion of the course or have the full cost of the reimbursement deducted from their final paycheck subject to Bureau of Labor & Industries regulations or other applicable law. When personal hardship arises that is beyond the employee's control, such as a medical separation of employment, the City may, in its discretion, relieve or reduce the obligation for the employee to repay.

ARTICLE 23 - OVERTIME

1. Overtime for full-time, FLSA nonexempt employees working a regular work schedule is time worked in excess of forty (40) hours per workweek. Work schedules will not be changed solely for the purpose of avoiding overtime.

Time worked beyond regular schedules for part-time employees is at straight time until the hours worked exceed forty (40) hours per workweek.

3. Overtime shall be earned for the actual hours of overtime worked and paid at a rate of time and one-half the nonexempt employee's regular rate of pay. For the purposes of computing overtime, all paid vacation leave, compensatory leave, floating holiday, and

sick leave hours shall be counted as hours worked. Overtime shall be offered on a voluntary rotating basis to qualified employees within their classification, starting initially with the most senior. Acceptance of overtime assignments of less than one hour will not result in the employee rotating to the bottom of the list. Employees accepting a voluntary overtime assignment shall accept the entire assignment being offered. An employee who refuses a voluntary overtime opportunity shall be rotated to the bottom of the list and shall relinquish their rights to the next overtime assignment. If sufficient qualified personnel do not accept overtime work on a voluntary basis or in the event of an emergency, any or all employees deemed necessary by the City shall be required to work overtime on an assigned basis. In those cases where the mandatory overtime is not a result of an emergency, on a rotating basis, the least senior qualified employee shall be assigned the overtime. Nothing in this section limits the City's right to use a temporary or intermittent employee to avoid the need for overtime.

4. FLSA-exempt employees are not eligible for overtime pay. However, FLSA-exempt employees shall receive eighty (80) hours of professional leave frontloaded each fiscal year (July 1 – June 30).
 - A. Employees who are hired, transferred, promoted, or reclassified into an FLSA-exempt position midway through a fiscal year shall have their professional leave prorated at the rate of 3.34 hours for each pay period remaining in the fiscal year.
 - B. Professional leave hours not used by end of the fiscal year may not be carried over and are not subject to being paid out.
5. Callback is defined as work time assigned by the employee's supervisor after the employee has left work for the day or is called in on a scheduled day off, unless the time extends to their work shift. For FLSA nonexempt employees, callback shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay, except that a minimum of one (1) hour's pay at the rate of two (2) times the employee's regular rate of pay shall be earned in the instance of callback.
 - A. It is further agreed that there shall be no more than one callback period paid for any one-hour block of time, which shall be counted as having begun with the arrival of the called back employee at the City's premises or designated worksite.
 - B. When the City deems it necessary to call back employees, such callback shall be considered a condition of employment. Employees who fail to respond to callback are subject to disciplinary action as defined in Article 28, Discipline and Discharge.
6. Employees may choose the method of compensation for overtime in accordance with the following:
 - A. Overtime pay computed at one and one-half the employee's regular hourly rate of

pay. If the FLSA work week breaks across two timesheet periods, the employee will receive the hours worked in excess of their regular schedule that week at straight time. The additional half-time portion of overtime pay shall be paid in the next regular pay period following the time sheet period in which the FLSA work week was completed.

- B. Compensatory time off earned at the rate of one and one-half hours for each hour of overtime. The accrual of compensatory time shall be limited to a maximum accrual of one hundred (100) hours. An employee who has one hundred (100) hours of compensatory time accrued shall receive pay for additional overtime worked. An employee who elects to receive overtime compensation as compensatory time off may not cash out the compensatory time. However, such unused time will be paid upon the employee's termination.
7. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or this Agreement. Additionally, all differentials and premiums shall be calculated on the employee's base wages. There shall be no compounding of such differentials and premiums.

ARTICLE 24 - HOURS OF WORK

1. Work Hours and Workweek

A. A full-time workweek shall consist of forty (40) hours. A work schedule is defined as the time of day and days of the week an employee is assigned to work. The workweek shall normally consist of consecutive days. However, based on operational needs, the City may assign employees to split shifts or flexible schedules as defined below.

(1) The regular work schedule for full-time employees is a work schedule on five (5) consecutive eight (8) hour days with two consecutive days off or four (4) consecutive ten (10) hour days with three consecutive days off; exceptions to this regular work schedule may be made should such changes be deemed as necessary by the City based on operational requirements. These exceptions will not normally require employees to work more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days except for emergency situations and then only for the duration of such emergency.

(2) The City may establish regularly scheduled split shifts. Employees may be assigned to such shifts in accordance with Article 24A, Shift Vacancies. A split shift is when the employee's regularly scheduled shift includes an unpaid break of two hours or more (e.g., an employee may be scheduled to work 6:30 a.m. – 10:30 a.m. and 2:30 p.m. – 6:30 p.m.).

supervisor will remedy the situation. Such remedy may include allowing the employee to leave fifteen (15) minutes prior to the end of the employee's work day.

- B. Employees assigned work periods of six (6) continuous hours or more shall be allowed unpaid meal periods which shall not be less than thirty (30) minutes, nor shall be more than one (1) hour in duration. Those employees specifically required to remain at their work site and perform work in lieu of a duty-free, unpaid meal period shall be paid for such time at their regular hourly rate of pay, unless this required non-duty-free meal period causes them to exceed forty (40) hours of work within their workweek in which case they shall be compensated as having worked overtime for all hours in excess of forty (40). Meal periods shall be scheduled by the employee's supervisor as close as possible to the middle of the shift.

During continuous shift operations that prohibit employees from being duty free during their lunch break, employees shall take a half-hour lunch break as well as their agreed to 15-minute rest break before and after lunch without loss of pay.

Employees who are required to work beyond the normal eight- (8) or ten- (10) hour workday, shall receive rest and meal periods at the same intervals as described in A and B above.

- C. The parties agree that the Fair Labor Standards Act requires that rest and lunch breaks may not be skipped or saved up in order to allow an employee to leave work early or in any other manner modify their assigned work period, except as noted in Article 24, Section 3A, above.

ARTICLE 24A - SHIFT VACANCIES

1. When there is a shift vacancy that the City intends to fill, the City shall notify all employees in the classification of the vacancy. Employees who desire to work that shift may express that preference to their supervisor. The most senior qualified employee will be assigned to that shift.
2. Nothing in this agreement limits the City's ability to establish and/or modify shift times.

ARTICLE 25 - SENIORITY

1. Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. Seniority accrued as a member of AFSCME Local 2909 shall be included in the employee's seniority if there was no break in service prior to the employee moving into Local 2909-1. Seniority shall not accrue during an unpaid leave of absence. Seniority shall apply in the matters of vacation, layoff, and overtime as specified

in each respective article. A single seniority list shall be kept for full-time and part-time employees.

2. Seniority shall be lost when an employee resigns, is discharged for cause, accepts a City position outside of an AFSCME bargaining unit, or fails to report for work within ten (10) days after the employee has been recalled following a layoff. For the purpose of this section, notification of a request to return from layoff shall be written notification mailed to the employee's last address provided to the City.
3. A position vacant for any reason shall only be declared an official vacancy by the City in its discretion. If a position is deemed vacant, the City shall post the opening on the City website for a period of up to ten (10) working days. Such notice shall include a statement of all essential functions required for the position by the City. Any bargaining unit employee who applies for a vacant bargaining unit position who meets the qualifications for that position, and is in good standing in their current position, shall receive an interview and be considered for the position.
4. Computation. Employees shall be credited with one seniority point for each full month of service. For the purpose of computing seniority, all authorized, paid leave shall be considered as time worked. For service through June 30, 2012, part-time employees shall accrue seniority points proportionate to the number of hours paid in a month according to payroll records divided by 173.33.

Seniority points accrued on or after July 1, 2012, shall be proportionate to their Full-Time Equivalency (FTE) rather than the number of hours paid in the month. That is, a full-time employee shall be credited with one (1) seniority point; a 0.75 FTE employee shall be credited with three-quarters (0.75) of a point; a 0.5 FTE employee shall be credited with one-half (0.5) of a point; etc.

5. The City will provide the Local Union President with a copy of the seniority list at the beginning of each fiscal year.

ARTICLE 26 - LAYOFFS

1. Layoffs: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their bargaining unit classification. A layoff out of the inverse order of classification seniority may be made if in the City's judgment retention of special job skills and/or certifications are required provided, however, that any employee who is laid off while a less senior employee is retained in their classification shall receive severance pay equivalent to two (2) months' salary. In cases of a tie in seniority, seniority to the City shall break the tie; otherwise a tie shall be broken by lot.

- A. Employees who have not completed their new hire initial training period shall not have the right to be recalled under the provisions of this article.

- B. Employees who are laid off will have the option of being added to the Transit Unit's temporary employee pool. The City shall make a good faith effort to ensure these employees are given preference when assigning work to the temporary employee pool. Accepting such a position does not affect the recall rights of the employee as described below.
- 2. Notice: The City shall make a good faith effort to provide the Union and affected employees with as much notice as practicable.
 - 3. Health Insurance: When an employee is laid off, the City shall pay for the first three months of health insurance benefits under COBRA, if the employee chooses COBRA coverage. The City's obligation will cease if the employee becomes employed by an employer who provides insurance during the three- (3) month period. Upon completion of this three- (3) month period, individuals covered under this section shall be entitled to remain in the group plan on a self-pay basis as provided under federal law (COBRA) for the remainder of the employee's COBRA entitlement.
 - 4. Recall:
 - A. Employees shall be called back from layoff according to seniority within the classification from which the employee was laid off, unless, in the City's judgment, special skills are required. No new employees shall be hired in a classification that has employees on recall status until all employees on layoff status in that classification have had an opportunity to return to work. Employees on layoff who have been offered reappointment to a position as described above and have refused shall be removed from the recall list.
 - B. The City will notify all employees on the layoff list of all bargaining unit vacancies not filled by recall. Employees who notify the City within five (5) working days will be offered an opportunity for recall by City seniority to any bargaining unit vacancy, at the same or lower salary range from which the employee was laid off, for which the employee clearly meets the qualifications of the job description. An employee may decline recall to another classification without forfeiting the right to recall to the classification held at time of layoff. An employee on recall status who applies and is hired for a vacancy in the City other than in the classification from which the employee has been laid off shall remain on the recall list for their former classification, unless the employee has been hired into a position at a higher salary range from which the employee has been laid off.
 - C. Employees who are placed on layoff status through the provisions of Article 11, Sick Leave, Section 9, shall not be offered recall until they have provided the City with a full release for duty from their attending physician. However, this time shall be part of the employee's maximum eligibility for recall of two years. Upon receipt of a full

release, the employee shall be offered recall in accordance with the provisions of this article and shall be subject to all provisions of this article.

D. Seniority and benefits shall not accrue during layoff. All seniority rights and benefits to which an employee was entitled at the time of layoff shall be restored upon recall.

E. Recall status shall not extend for more than two (2) years.

F. Salary Placement upon Recall

(1) Upon recall into a position in the same classification or salary range from which the employee was laid off, the employee shall be paid at the step at which the employee was being paid at the time of layoff.

(2) Upon recall into a position in a lower salary range from which the employee was laid off, the employee shall be placed at a step equal to or closest to the rate at which the employee was being paid at the time of layoff. Should the employee's salary at time of layoff exceed the maximum rate for the position into which the employee is being recalled, the employee shall be placed at the top step of the range.

ARTICLE 27 - JOB CLASSIFICATIONS & RECLASSIFICATIONS

1. Reclassifications. Reclassification requests may be submitted by employees or their managers to the Human Resources Director for review.

An employee may request a reclassification review by submitting a written request to the Human Resources Director or their designee. The written request shall clearly identify to what classification the employee is requesting the reclassification and what duties the employee is performing that the employee believes justifies a reclassification. The request shall not be deemed properly filed without this information.

Human Resources shall review the employee's request, consult with the employee and the employee's supervisor, and review any other information it believes is pertinent to making a decision. Human Resources will make a determination approving or denying the employee's reclassification and notify the employee in writing within sixty (60) days of receiving a properly filed request. If the reclassification is approved, it shall be effective the first of the month following receipt of the employee's properly filed request. The department in which the employee is employed will promptly submit the reclassification to the City Council for approval, if necessary.

Although the City may deem it appropriate to create a new classification, the City is not obligated to do so. The City's decision to not create a new classification shall not be grievable.

If Human Resources finds a reclassification is appropriate based on the employee performing higher level duties, the City may remove such duties and deny the reclassification. In this situation, or if the City Council does not approve the reclassification, the employee will be granted work-out-of-class compensation retroactive to the date of the properly filed request until the duties are removed.

If a reclassification is approved, the employee shall receive a one-step increase in their rate of pay or be placed at Step A of the higher classification, whichever results in a greater increase for the employee. The employee's salary increase date shall be changed to the effective date of the reclassification. That is, the employee's next step increase, if any, shall be one year from the date of the reclassification.

In situations where the employee is reclassified to a lower salary range, the employee shall maintain their current rate of pay. The employee's salary shall be frozen at this rate until the employee's salary range exceeds their rate of pay.

Should an employee disagree with the City's determination of a reclassification review, the employee and union representative may request a meeting with the Human Resources Director and/or designee, within fifteen (15) days of the initial decision, to discuss that decision. The Human Resources Director shall consider any new information provided by the employee and render a final decision within twenty-one (21) days of the meeting. This final decision may be grieved to the City Manager within ten (10) days of the employee receiving the decision. The City Manager's decision shall be final and binding on the parties and not subject to the arbitration provisions of this Agreement.

2. New or Changed Job Classifications. When the City makes substantial changes to an existing classification in which bargaining unit employees are employed or creates a new classification for which it is anticipated that a bargaining unit employee will be hired, the City will designate a salary range for the classification. The City shall notify the Union, in writing, of the changes and shall include the designated salary range and a copy of the position description. The City may implement the changed or new classification and salary range immediately; however, the Union shall have the right to negotiate the salary range pursuant to the provisions of ORS 243.698. Changes to the salary range resulting from such negotiations shall be retroactive to the implementation of the new or changed classification.

ARTICLE 28- DISCIPLINE AND DISCHARGE

1. No employee shall be disciplined or discharged except for just cause and with due process with the exception of a training period employee who shall serve at the pleasure of the City.

If a supervisor has reason to discipline an employee, the supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

2. Discipline. The principles of progressive discipline shall normally be used. Disciplinary action shall include, but not be limited to, the following:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Economic Sanctions: Demotion, Reduction in Salary, Loss of Accrued Vacation Leave, or Suspension without Pay
- D. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or which is a direct hindrance to the effective performance of City functions shall be considered just cause for disciplinary action. Such just cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, theft, the willful giving of false information or the withholding of information with intent to deceive when making application for employment, willful violation of department rules, or political activities forbidden by state law.

Serious violations, as determined by the City, may be dealt with by any of the above disciplinary measures on the first offense or subsequent offenses.

The City will notify the Union of all disciplinary actions under B, C, or D, above.

3. A training period employee shall serve at the pleasure of the City.

An employee having satisfactorily completed their training period shall not be reprimanded, demoted, suspended, or discharged without just cause.

Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being considered shall be allowed to have one Union representative present at the discussion.

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

- A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline;
- B. The employee shall be notified in writing of the disciplinary sanctions being considered;
- C. The employee, with assistance from a Union representative, if requested, will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and

- D. At their request, the employee will be given an opportunity to be accompanied by a fellow employee or a representative of the Union at the informal hearing. Such hearing shall not be scheduled without five (5) working days' prior notice.
 - E. Pending completion of a disciplinary investigation, the City may suspend an employee without loss of pay or benefits. In such instances, the City will notify the employee, in writing, within seven (7) days of the facts, charges, and complaints as known at that time.
 - F. Notwithstanding Paragraph E, above, in instances where the employee has been indicted by a Grand Jury or has had criminal charges filed by a jurisdiction's prosecuting attorney, and such conduct is either connected to the employee's job, reflects discredit upon the City, creates a hindrance to the effective performance of City functions, or otherwise renders the employee unfit to perform the functions of their job, the City may suspend the employee without pay pending completion of the criminal proceedings or the City's employment investigation, whichever occurs first.
 - G. At the City's discretion, an employee who has been suspended, whether with pay or without pay, may be required to return all City equipment and supplies in their possession, including keys.
5. An employee shall receive a copy of any disciplinary action at or above a written reprimand, and it shall be made part of their personnel file.

A written reprimand will remain in effect for two years. A written reprimand may be extended beyond two years if the employee commits the same or similar offense within the two-year period.

An economic sanction issued for attendance or work performance will remain in effect for five years, and the retention period may be extended beyond five years if the employee commits the same or similar offense within the five-year period.

A disciplinary action which has reached its expiration date, as outlined above, will be removed from the City personnel file and maintained in a sealed, confidential Human Resources file accessible only by the Human Resources Director, their designee, or the City Attorney. Such discipline may be used to establish the employee's notice of a rule, policy, or expectation.

6. Material reflecting adversely on the employee shall be signed by the employee prior to the material being placed in the employee's personnel file maintained by Human Resources. Such adverse material will include the statement that the employee's

signature does not indicate agreement with the material's content. These provisions do not apply to supervisory or department files.

ARTICLE 29 - GRIEVANCE PROCEDURE

1. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of specific language contained within this Agreement or regarding an alleged violation of this Agreement. For purposes of this Article, "business days" refers to Monday through Friday, exclusive of City holidays.

Grievances shall be initiated within fifteen business days of the time the grievant or Union had knowledge or should have known of the alleged grievance. The grievance must be reduced to writing.

Notwithstanding the following procedure, it is the intent of the City and the Union that the grievant attempt to resolve the grievance informally with their supervisor prior to using the grievance procedure. A designated union representative shall be allowed to be present at these discussions in order that they may fully understand the alleged grievance. At the employee's request, the designated union representative may assist in the informal resolution. The parties agree that these meetings shall be scheduled on nonwork time whenever possible.

2. Grievances shall be processed in the following manner except that grievances challenging the termination of an employee shall be filed directly at Step 3 within fifteen business days of the notice of termination:

A. Step I

The employee shall present the grievance in writing to their immediate supervisor within the appropriate time limit. The written grievance shall include:

- (1) A statement of the grievance and the relevant facts;
- (2) Specific provision(s) of this Agreement alleged to be violated; and
- (3) The remedy sought.

The supervisor shall investigate the grievance and shall respond to the employee in writing within ten (10) business days of the receipt of the grievance.

B. Step II

If the grievance is not settled at Step I, the appeal must be presented by the employee or their representative to the appropriate Department Director within ten (10) business days after the supervisor's response is received or was due. The appeal must include the original grievance statement and a statement of why the supervisor's response at Step I does not resolve the grievance.

The Department Director shall respond to the employee in writing within ten (10) business days of receipt of the appeal.

C. Step III

An unsatisfactory decision at Step II shall be appealed by the employee or their representative to the City Manager within ten (10) business days of receipt of the response from the Department Director, or the date the response was due. Such appeal shall be in writing and shall include the original grievance as well as a statement why the response at Step II did not resolve the grievance.

The City Manager, or their designee, may meet with the employee and one local Union representative or one Council 75 representative to try to resolve the grievance. The City Manager shall respond in writing to the employee with a copy to the Union within ten (10) calendar days of receipt of the appeal.

D. Arbitration

If the grievance is not resolved within fifteen (15) business days after receipt of the response of the City Manager, or the date the response was due, the grievance may be submitted to arbitration in the following manner:

(1) The Union shall request a list of five (5) Oregon and Washington arbitrators from the State Mediation and Conciliation Service within five (5) business days following the end of the fifteen (15) business days after receiving the City Manager's grievance response. Within five (5) business days of receiving the list, the parties shall choose an arbitrator by alternately striking one name from the list until only one name is left. The one remaining shall be the arbitrator. The arbitrator shall be contacted within ten business days of the selection to schedule a hearing date. A coin toss will determine whether the Union or the City shall strike the first name.

(2) The arbitrator shall render a decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if the specific article(s) and section(s) referenced in the grievance have been violated. The arbitrator shall have no power to alter, modify, amend, change, or add to the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

(3) The costs of arbitrators shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

3. Any or all time limits specified in the grievance procedure may be waived by mutual written consent (email) of the parties. Failure to submit the grievance in accordance with these time limits without waiver shall constitute withdrawal of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Union or employee to advance the grievance to the next step in the procedure. A grievance will be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

4. The employee shall have the right to be represented by one designated Union representative and one Council 75 Representative at any level of the grievance procedure including attempts at informal resolution prior to the filing of a formal written grievance. As described in Article 4, up to two (2) designated Union representative(s) shall be granted reasonable paid time during their regularly scheduled work hours without a loss of pay to investigate a grievance or attend provided proper appointments for meetings have been made in advance and have been approved by the affected supervisor as not causing an operational conflict.

ARTICLE 30 - TRAINING AND PROBATIONARY PERIODS

1. Initial Training Period.

- A. An employee is considered at-will and employed on a trial basis during the first year of employment. Initial training period employees shall be given a performance evaluation after approximately six (6) months of employment. However, as noted in paragraph 2 below, this provision does not guarantee the employee six months of employment.
- B. Initial training period employees may be terminated from employment, at any time, when in the judgment of the City, the employee's dependability and/or work habits do not merit continued employment or the employee is unable or unwilling to perform their duties satisfactorily.
- C. Any removal from employment during the initial training period is not subject to the grievance and arbitration provisions of this Agreement.

2. Promotional Probationary Period.

- A. Employees promoted into a classification with a higher salary range shall serve a probationary period of twelve (12) full months with performance evaluations given in accordance with the City's performance evaluation policy. The City, in its judgment, may shorten the promotional probationary period.
- B. Employees not passing probation or who voluntarily demote prior to the completion of their probationary period shall be returned to their former or equivalent position if available.

- C. This action is not subject to layoff language.
- 3. An employee who promotes with an accompanying wage increase will have their salary anniversary date reset to the promotion or transfer date.
- 4. If an employee who promotes or who laterally transfers returns to their former position, they will be required to complete any previously uncompleted training or probationary period. In addition, the employee will return to their former wage rate.

ARTICLE 31 - DRUG AND ALCOHOL TESTING

- 1. Employees in the bargaining unit may be required to undergo testing on “reasonable suspicion” when objective facts and observations are brought to the attention of a supervisor. Based upon the reliability and weight of such information, the supervisor can reasonably infer or suspect that the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts as defined in City policy, which may include but are not limited to: reports and observations of the employee’s drug-related activities; observations of the employee’s behavior or work performance; an observed impairment of the employee’s ability to perform their duties.

Standards and procedures of testing will be the same as those used for reasonable suspicion testing under the Commercial Driver’s License drug and alcohol policy.

- 2. Drug and alcohol testing for employees required to hold a Commercial Driver’s License (CDL) and/or required to be subject to such testing under Federal Transportation Authority (FTA) will be in accordance with City policies. The City agrees to give the Union 30-days’ advance notice for any change in City policy.
- 3. An employee who tests positive and seeks treatment shall be responsible for all costs incurred for such treatment which are not covered by the employee’s medical insurance.
- 4. An employee who voluntarily acknowledges a substance abuse problem prior to being notified that they have been selected for testing and enters a substance abuse treatment program approved by the City shall be reimbursed up to \$350.00 for out-of-pocket costs related to such treatment. Reimbursement is conditioned upon the employee successfully completing treatment as evidenced by written documentation from the substance abuse professional.
- 5. Notwithstanding any other provision of this article, the City may, at its discretion, impose disciplinary action, up to and including dismissal, for a positive drug and/or alcohol test or an employee’s refusal to take such a test.

ARTICLE 32 - COMMERCIAL DRIVER'S LICENSE (CDL) TESTS AND RENEWALS

1. The City agrees to reimburse employees for the Department of Motor Vehicle (DMV) costs associated with obtaining and maintaining a valid Commercial Driver's License (CDL) when the City requires that license. Such costs will be limited to the fees charged by DMV for a license and the work time it takes to obtain or renew the CDL.

In addition, when the City requires a CDL license, the City will pay the third-party costs for the employee to attend any required Entry-Level Driver Training by a trainer designated on the FMCSA Training Provider Registry. As a condition of the City advancing these training costs to attend Entry-Level Driver Training, the employee will be required to sign a written agreement that they will remain employed by the City for twenty-four (24) full months after obtaining their CDL or have the full cost of the Entry-Level Driver Training deducted from their final paycheck subject to ORS 18.385 (Wage Exemption), ORS 652.610, and other applicable law. The employee will also be expected to make arrangements with the City to reimburse any remaining balance after the final paycheck has been garnished. Should the employee resign, retire, or otherwise voluntarily separate from employment with the City within the 24-month period stated above, the repayment provision shall be triggered.

New hires who have a valid CDL at the time of hire will only be eligible for reimbursement of renewal fees.

New hires who do not have a valid CDL at the time of hire must obtain one within a specified time period set by the supervisor. The City agrees to reimburse for all the DMV costs associated with obtaining it including work time.

2. There will be no reimbursement of the fees charged by DMV for tests that are not passed.
3. The City will pay for required physical (medical) examinations when conducted by the medical provider under contract with the City to provide such services. CDL physical examinations performed by other physicians will be at the expense of the employee.

ARTICLE 33 - SAFETY PROMOTION

1. The City shall continue to make provisions for the safety and health of its employees during the hours of their employment. Protective devices, work apparel presently provided by the City, and other equipment necessary to properly protect employees from injury shall be provided by the City. The Union and the City agree to cooperate to the fullest extent in the promotion of safety and in the maintenance of safe working conditions and practices including the preservation of City property and equipment.

2. The employees in the bargaining unit shall have one (1) representative and one (1) alternate on the Public Works Safety Committee. The primary bargaining unit representative on the committee will be a transit operator or transportation assistant with the alternate being another bargaining unit member. The parties will make an effort to ensure participation of transit operators or transportation assistants on the committee, and consistent with operational needs, will rotate participation on the committee among bargaining unit members who hold those classifications. If an issue raised by that representative is not addressed by the Public Works Safety Committee, the issue may be raised to the Citywide Safety Committee.
3. Safety issues shall be an agenda item at staff meetings. Additionally, the City agrees to provide periodic training for Transit employees on topics such as but not limited to: dealing with hostile passengers, diffusing volatile situations, and avoiding confrontation.

ARTICLE 34 - FITNESS FOR DUTY

1. It is in the interest of the City and the Union to ensure that all employees in the bargaining unit do not put themselves or others at risk. Should an employee be found medically unfit to drive or otherwise becomes incapable or unable to safely perform the functions of their position, the employee shall notify their supervisor.
2. The employee shall be afforded all rights and provisions of FMLA/OFLA/ADA and this labor agreement, as eligible.

ARTICLE 35 – UNIFORMS AND PROTECTIVE EQUIPMENT

1. If any employee is required to wear a uniform or personal protective equipment (PPE) as a condition of employment, such uniform and PPE shall be furnished to the employee by the City and all rules governing uniform(s) shall be defined in departmental policy. Supplied uniforms and PPEs shall remain the property of the City.

Purchases shall not be made for any items defined herein without prior approval of the employee's supervisor. In addition, the parties agree that the City shall have the right to require that items covered by this paragraph be repaired prior to their being replaced.

The parties set their hands this 18th day of October 2022.

AGREEMENT RATIFIED BY AFSCME LOCAL 2909 ON SEPTEMBER 13, 2022.

AGREEMENT RATIFIED BY THE CITY OF ALBANY ON SEPTEMBER 14, 2022.

FOR THE UNION:

FOR THE CITY:



Brandon Curry, President



Holly Roten, Human Resources Director



Lisa Kirk, Vice President



Chris Bailey, Public Works Director



Sherry Dixon, Union Representative



Matthew Ruetters, Community Development Director



Kim Daniels, Union Representative



Sean Park, Information Technology Director



John Bohatch, Union Representative



Kristin Preston, Public Works Operations Manager



Monica Rogers, Union Representative



Rose Lacey, Recreation Manager



Monica Bielski-Boris, Council 75 Representative

APPENDIX A - SALARY SCHEDULE
Effective July 1, 2022 - 2% Salary Adjustment

| CLASSIFICATION | GRADE | STEP | HOURLY RATE | SEMI-MONTHLY | ANNUAL SALARY |
|--------------------------|--------------|-------------|--------------------|---------------------|----------------------|
| Transportation Assistant | AT10 | 1 | \$ 17.54 | \$ 1,520.44 | \$ 36,490.59 |
| | | 2 | \$ 18.42 | \$ 1,596.50 | \$ 38,316.07 |
| | | 3 | \$ 19.29 | \$ 1,672.16 | \$ 40,131.83 |
| | | 4 | \$ 20.24 | \$ 1,754.48 | \$ 42,107.45 |
| | | 5 | \$ 21.28 | \$ 1,844.33 | \$ 44,263.81 |
| | | 6 | \$ 22.33 | \$ 1,935.25 | \$ 46,446.05 |
| Transit Dispatcher | AT11 | 1 | \$ 19.51 | \$ 1,690.99 | \$ 40,583.82 |
| | | 2 | \$ 20.41 | \$ 1,769.00 | \$ 42,456.06 |
| | | 3 | \$ 21.43 | \$ 1,857.24 | \$ 44,573.81 |
| | | 4 | \$ 22.54 | \$ 1,953.54 | \$ 46,885.04 |
| | | 5 | \$ 23.66 | \$ 2,050.93 | \$ 49,222.29 |
| | | 6 | \$ 24.84 | \$ 2,152.61 | \$ 51,662.64 |
| Transit Operator | AT12 | 1 | \$ 20.06 | \$ 1,738.24 | \$ 41,717.84 |
| | | 2 | \$ 21.04 | \$ 1,823.71 | \$ 43,769.11 |
| | | 3 | \$ 22.07 | \$ 1,912.99 | \$ 45,911.83 |
| | | 4 | \$ 23.16 | \$ 2,007.17 | \$ 48,172.14 |
| | | 5 | \$ 24.34 | \$ 2,109.52 | \$ 50,628.44 |
| | | 6 | \$ 25.56 | \$ 2,215.28 | \$ 53,166.63 |