

**AGREEMENT**

**between**

**THE CITY OF LINCOLN CITY**

**and**

**LOCAL 3498 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES UNION (AFSCME),  
COUNCIL 75**

**JULY 1, 2018 – JUNE 30, 2021**

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## **ARTICLE 1 - RECOGNITION**

### **Section 1 - Recognition**

The City recognizes the Union as the exclusive bargaining agent for all regular full-time and part-time employees once they have worked at least five hundred twenty (520) hours for part-time and one thousand forty (1040) hours for full-time during the preceding six (6) month period ending July 1<sup>st</sup> and January 1<sup>st</sup> who are employed in one of the classifications set forth in Appendix "A" of this Agreement and have completed their probationary period. All other employees, including but not limited to those employed as supervisors, confidential employees, temporary employees, part-time other employees and seasonal employees are excluded from coverage under this Agreement.

### **Section 2 - New Classification**

- (a) In the event the City creates a new job classification and rate of pay which it believes to be outside the scope of the bargaining unit, it shall so notify the Union and provide the Union with a description of the job duties of the position. If the Union believes the position should properly be included within the bargaining unit, it may, within fourteen (14) calendar days of receipt of the job description, give notice to the City of their intent to seek inclusion under PECBA.
- (b) If the City creates a new job classification and rate of pay or modifies existing job classifications and rates of pay that it believes to be within the bargaining unit, and in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Union of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the agreement which will not apply and/or be modified with respect to that position.
- (c) Upon receipt of such notification, the Union shall have fourteen (14) days in which to notify the City of its desire to enter into negotiations, pursuant to ORS 243.650-243.782, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the City and the Union agree to enter into negotiations. The City may at its option delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

### **Section 3 - Position Descriptions**

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy shall be given to the employee upon assuming the position.

## **ARTICLE 2 - UNION RIGHTS**

### **Section 1 - Employee Organizations**

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization pursuant to the requirements of the PECBA and Section 6 of this Article.

### **Section 2 - Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, disability, sex, sexual orientation, gender identity, religion, national origin, Union affiliation, or political affiliation. The Union shall share equally with the City, the responsibility of applying the provisions of this Agreement.

### **Section 3 - Dues Deduction**

The City agrees to deduct the Union specified amount for dues payment from the paychecks of all regular full-time and part-time employees and transmit this payment to the Union. Deductions will be taken from the employee's first paycheck and each one thereafter pursuant to this Agreement. Authorization by the employee will be on forms maintained by the Union and may be revoked by the employee upon request. The Union is responsible for maintaining records reflecting who is a member and who is paying fair share.

### **Section 4 - Union Representatives**

The Union shall designate three (3) or more employees as Union Representatives and provide written notification to the City as to the employees so designated. Union Representatives shall have full authority to represent the Union in grievances and other circumstances where contract interpretation may arise. Union Representatives and other employees shall not suffer a loss of their regular pay as a result of time spent in grievance meetings with supervisors, the City Manager or other City representatives. Other Union/Management meetings may, when such is mutually convenient, be held during the regularly scheduled work hours of the employee or all of the employees involved without loss of regular pay to such employees. This section shall not be construed so as to prevent the Union Representative(s) from consulting with or obtaining direct assistance from the Union.

### **Section 5 - Bargaining Committee**

When negotiation sessions are held during the regularly scheduled work hours of one (1) or more of the Union's previously designated bargaining team members, up to three (3) of such team members shall be allowed time off from work without loss of pay for the purpose of attending such negotiation sessions. However, those on-duty employees will be expected to respond to emergency calls.

## **Section 6 - Fair Share**

(a) **Dues Deduction**

The parties agree to a fair share agreement and, in accordance with such, it is agreed that each employee who is a member of the bargaining unit herein defined but is not a member of the Union shall be liable to contribute to the Union as representation costs, an amount equivalent to the uniformly required dues paid by Union members. The City agrees to deduct an amount equal to the uniformly required monthly dues paid by members of the Union from the wages of each employee covered by this Agreement.

(b) **Religious Exemption**

If an employee certifies in writing the presence of bona fide religious tenets or teachings of a church or religious body of which such employee is a member and if such employee provides concurrently, An in-lieu-of fair share payment it will be mutually agreed between the Union and the employee to what organization the deduction will go to. In such instance, the Union and the employee shall provide written notification and/or authorization to the City as applicable.

(c) **Indemnification**

The Union agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders of judgments brought against the City as a result of the City's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the City in connection with same.



## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **Section 1 - Reserved Rights**

It is recognized that an area of responsibility and authority must be reserved to the City if City government is to serve the public effectively. Except to the extent expressly abridged by a specified provision of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the City and are not subject to negotiation or the grievance procedure. By way of illustration and not of limitation, the following are listed as such management functions:

- (a) The determination of the governmental services to be rendered to the citizens of Lincoln City.
- (b) The determination of the City's financial, budgetary, accounting and organization policies and procedures
- (c) The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.

To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. In the event the City determines it is necessary to subcontract bargaining unit work, the Union will be provided at least sixty (60) days' notice, unless such work is required to be completed on an emergency basis. The City reserves the right to subcontract out bargaining unit work which is required to be completed on an emergency basis as it deems necessary for public health, safety and welfare. The City may implement the decision to subcontract non-emergency bargaining unit work after the sixty (60) day notice. Before subcontracting out bargaining unit work that is not presently subcontracted, the City will honor its legal obligations regarding bargaining of decision and impact of the subcontracting. For the purposes of this Article, emergencies include situations arising from acts of God, unforeseen events that interrupt essential City services and equipment failures.

### **Section 2 - Consultation**

This Article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties or (2) negotiating during the open negotiation period.

### **Section 3 - New Policies**

All new personnel policies will be forwarded to the Union President and union representative for review by the Union prior to implementation. Within thirty (30) days the Union will advise the Human Resources Director or designee if the Union has any objections or input to the proposed policy. If, however, the new policy involves a change in a mandatory subject of bargaining, and the Union demands to bargain within fourteen (14) days of the above referenced notice, the parties will bargain them as required by Oregon law.

## **Section 4 - Emergency**

For purposes of this Agreement an “emergency” is an unforeseen event or circumstances, which by its nature dictates an immediate response.

## **ARTICLE 4 - FILLING OF VACANCIES**

### **Section 1 - Posting of Vacancies**

All job announcements for vacancies for the City of Lincoln City shall be posted on the City Website for two weeks before filling of vacancy and shall include the following:

- (a) Title of position open,
- (b) Brief description of duties and work to be performed,
- (c) Pay range (in dollars),
- (d) Minimum qualifications for employment and
- (e) When and where to file an application.

## **ARTICLE 5 - PROBATIONARY PERIOD & CLASSIFICATIONS**

### **Section 1 - Probationary Employees**

- (a) Initial Probationary Period:

An employee will be regarded as a probationary employee for the first six (6) months of employment counted from the most recent date of hire. Probationary periods may be extended by mutual written agreement between the Union and the City for up to an additional six (6) months at any time prior to the conclusion of the probationary period.

- (b) Promotional/Transitional Probationary Period:

An employee who moved into a new position, such as a lateral position change or a promotion, will serve a new probationary period of one hundred twenty (120) days but will not cease any benefits already being earned. If, during the probationary period, that employee is determined not to be successful in his or her new position, the employee will be returned to either his or her prior position or a similar position upon mutual agreement. Should “bumping” need to occur to enable the employee to return to his or her prior position (e.g. terminating a newly hired/probationary employee who filled the position vacated by a promoted employee or moving that employee to a different position if one is available for which the newly hired/probationary employee meets qualifications), the City will do so and the Union will support this action. Probationary employees may be discharged or disciplined at-will and have no recourse to challenge discipline or discharge under the grievance procedure set forth at *Article 23*.

## **Section 2 - Regular Employees**

A regular employee is one who is appointed to a budgeted position after completing the probationary period and employed on a full-time or part-time basis.

A full-time employee is one who holds an appointment at 1.0 FTE and regularly works the full workweek as defined in *Article 10, Section 1*.

A part-time employee is one who holds an appointment at less than 1.0 FTE and regularly works at least twenty (20) but less than forty (40) hours per week based on the employee's average hours worked as set forth in *Article 5, Section 4*.

## **Section 3 - Emergency Responders**

Effective May of 2010, all Public Works and Parks employees are emergency responders (except those whose primary workplace is City Hall). Effective July 1, 2012, all Information Technology employees are emergency responders. As emergency responders, these employees, if reasonably available, must respond to an emergency within thirty (30) minutes after being called by their Supervisor or the Department Head. Beginning July 1, 2012, all employees hired into regular budgeted positions must reside within a thirty (30) minute travel time from the work location where they generally report to work. Beginning July 1, 2012 emergency responders may not move to a residence that is outside the thirty (30) minute travel time from the work location where they generally report to work.

## **Section 4 - Part-Time Other Employees**

An employee who holds an appointment at less than 1.0 FTE and works less than twenty (20) hours per workweek on average is a "part-time other" employee. A part-time other employee is not a regular employee for purposes of this Agreement. Employees remaining in part-time other positions in excess of these provisions will be eligible for recognition by the Union following discussion and upon written agreement in accordance with *Article 1, Section 1*.

## **Section 5 - Temporary and Seasonal Employees**

Seasonal employees are employees who perform services on an assignment basis when needed by the City not to exceed six (6) months.

Temporary employees are employees who perform services for the period necessary to cover an employee on an authorized leave of absence or for limited duration appointments to complete specific work projects not to exceed one (1) year.

Temporary and seasonal employees are not covered by the terms of this Agreement and are not entitled to receive any benefits under this Agreement.

## **Section 6 - Employees Remaining in a Seasonal or Temporary Position**

Employees remaining in seasonal or temporary positions in excess of the provisions of the preceding paragraph will be eligible for recognition by the Union following discussion and upon written agreement in accordance with *Article 1, Section 1*. If the seasonal or temporary employee is transferred directly without a break-in-service into a regular position, the employee will begin his or her probationary period on the status change date but the employee's start date will revert back to the first day of seasonal or temporary employment for seniority purposes as set forth in *Article 6*.

## **Section 7 -Employees Hired from a Temporary Position to a Permanent Position**

Any employee hired from a seasonal or temporary position of any duration into a regular position without a break-in-service will be recognized by the Union in accordance with *Article 1, Section 1*. In this instance, the employee will begin his or her probationary period on the status change date but the employee's start date will revert back to the first day of the seasonal or temporary employment for seniority purposes as set forth in *Article 8*.

## **ARTICLE 6 – SENIORITY**

### **Section 1 - Seniority**

- (a) Seniority will, for the purpose of this Agreement, be defined as an employee's length of continuous service for the City without a "break in seniority" as defined in *Section 2* below. To qualify for seniority an employee must complete his or her probationary period. Upon completion of probation, an employee's seniority date will revert back to the most recent date of hire.
- (b) To qualify for seniority an employee must complete his or her probationary period. Upon completion of probation, an employee's seniority date will revert back to the most recent date of hire.
- (c) Part-time employees accrue seniority at pro-rata rate of accrual in relation to a full-time employee.
- (d) If more than one (1) employee is hired on the same date, placement order on the eligibility list will be determined by a coin toss to dictate the order of seniority.

### **Section 2 - Break in Seniority**

Seniority is broken by any of the following:

- (a) Discharge for just cause of a regular employee.
- (b) Discharge at-will for a probationary employee.
- (c) Voluntary termination or retirement.
- (d) Absence from work due to layoff for a period of one (1) year.

## **ARTICLE 7 - LAYOFF AND RECALL**

### **Section 1 - Layoff**

- (a) A layoff is defined as a separation from the service for involuntary reasons, other than discharge, not reflecting discredit on an employee.
- (b) An employee shall be given written notice of layoff at least thirty (30) days before the effective date of the layoff, unless due to factors not within the control of the City it is impractical to provide such prior notice.
- (c) In the event of layoff, employees shall be laid off in the inverse order of seniority within the job classification.

### **Section 2 - Recall**

- (a) Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the department.
- (b) An employee who is laid off shall remain on the laid off list and be eligible for recall for eighteen (18) months following the layoff. No new employees shall be hired to any position until all laid off employees who are fully qualified for the position have been given an opportunity to accept the position.
- (c) The City shall notify laid off employees, in the order of their seniority within the job classification, of a position opening by certified letter return receipt requested at his/her address of record as maintained in the Human Resources office. Laid off employees are responsible for notifying the City of a change of address. Laid off employees shall have ten (10) days from date of mailing of such notification (or from the date of mailing if mail is returned as undeliverable or if the employee failed to notify the City of a change of address) in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days there from in which to begin active employment. The City may, however, specify a later reporting date or the employee and the City may mutually agree to an earlier or later reporting date.

If an employee fails to respond to such correspondence sent to his/her last known address (return of certified letter) or if he/she rejects recall to his/her former classification, he/she shall forfeit all reemployment rights. However, an employee who is offered recall to another classification may accept or reject such position without loss of recall rights as provided herein. Employees who wish to waive reemployment rights may do so by written notification to the City.

- (d) Employees recalled from layoff shall have all previously accrued sick leave and seniority reinstated but shall not accumulate benefits during the period of layoff.

### **Section 3 - Bumping**

Any bargaining unit employee who is to be laid off who had advanced to his/her present classification from a lower classification within the bargaining unit, in which he/she held a regular appointment, shall be permitted to displace the least senior employee in the previously held lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the bargaining unit employee's seniority in all bargaining unit classifications.

### **Section 4 - Part-Time Employees**

Part-time employees shall be laid off before full-time employees in the inverse order of seniority within the job classification. An employee with greater part-time seniority may not displace a full-time employee but may displace a part-time employee with less seniority.

### **Section 5 - Severance Pay**

When a regular full- or part-time employee loses employment with the City due to layoff, the employee will receive severance pay when all of the following are met:

- (a) The employee is not offered another full- or part-time position with the City,
- (b) The position is eliminated with less than three (3) months' notice to the employee and
- (c) The employee and a Union Representative sign a full release of liability to the City approved by the City Attorney.

Severance pay will be in the amount of base pay (less payroll taxes) for a period of equal to one (1) week for each year of service (calculated based on full years of service) but no less than two (2) weeks.

## **ARTICLE 8 – SAFETY**

### **Section 1 - Mutual Responsibility**

The Union and the City recognize that both the employees and City management share a mutual concern and responsibility in promoting the safest possible working environment. Employees will abide by all safety rules of the City.

### **Section 2 - Reporting and Correction of Deficiencies**

In accordance with such, employees shall be expected to report equipment deficiencies promptly and the City shall act upon such reported deficiencies promptly. When reported deficiencies cannot be promptly corrected, the employee(s) who reported same shall be so advised and shall further be advised as to the reasons therefore.

### **Section 3 - Safety Committee**

The Safety Committee will be comprised of a blend of City non-represented and Union employees with representation from each division whenever practical. Each party will select their own representatives. The Safety Committee will meet regularly and engage in discussions and activities related to ensuring safety in each worksite. In the event that an employee has a safety issue or concern, the employee should bring the issue or concern to his or her Supervisor and/or Department Head for resolution with the Safety Committee. The employee will not be ordered to perform any job reasonably believed to be unsafe until such time as the Safety Committee has completed its inspection.

The Safety Committee will have the following duties/powers:

- (a) Make periodic inspections of the City's facilities and make recommendations for safety improvements.
- (b) Investigation of the causes and prevention of reportable accidents and injuries as defined by OSHA.
- (c) Promote and recommend the education of employees on safety and health issues.

### **Section 4 -Tools and Equipment**

The City will supply and maintain safety equipment for employees who are required to wear/use it. The City will supply and maintain all tools the City requires and deems necessary for the job, excluding personal tools used by the mechanic.

### **Section 5 - Boot Allowance**

For employees engaged in outside work or work with heavy equipment, upon presentation of worn out footwear and a receipt, the City will reimburse up to two hundred dollars (\$200.00) for replacement purposes.

### **Section 6 - Drug and Alcohol Free Workplace**

All employees must comply with the City's Drug- and Alcohol-Free Workplace Policy. Employees who are covered by Federal Department of Transportation (DOT) and State laws must also comply with the City's DOT Policy and will be furnished a copy of the Policy on an annual basis.

### **Section 7 - Physical Examination**

The City reserves its right to require an employee to undergo a physical examination or Independent Medical Evaluation (IME) at any time as it determines necessary where, due to performance considerations, the City has a reasonable concern regarding the employee's ability to safely, efficiently and effectively carry out his or her job functions. This may also be referred to as a Fitness for Duty Examination.

## **ARTICLE 9 - TRAVEL EXPENSE**

### **Section 1 - Mileage**

An employee shall be paid at the current IRS rate per mile for employee business expenses for required and preauthorized travel out of town on City business.

### **Section 2 - Expenses**

Reimbursement for reasonable expenditures on approved work-related travel will be in accordance with the City's Travel Policy.

### **Section 3 - Out of Town Travel**

When an employee is required to travel out of County on City business, the City shall provide such employee with an appropriate City-owned vehicle and a City Credit Card upon request for allowable expenses, whenever possible.

## **ARTICLE 10 - WORK SCHEDULES/HOURS OF WORK AND PAYDAYS**

### **Section 1 - Workweek**

The workweek, to the extent consistent with the operating requirements of the department, will consist of four (4) consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts as scheduled by the Department Head and approved by the City Manager. The workweek will commence on 12:00 a.m. Sunday and end on 11:59 p.m. Saturday.

### **Section 2 - Workday**

Subject to the operating needs of the City, the regular hours of work for regular full-time employees each day will be eight (8) consecutive hours or ten (10) consecutive hours as is appropriate and approved for the work being done/departmental needs, except for rest and meal periods. To the extent consistent with operating requirements of the department, the number of hours to be worked each day will be established at least seven (7) calendar days in advance of when the employee is scheduled to perform the work unless the change is mutually agreed upon by the Department Head and the employee. Changes from four (4) ten (10) hours shifts to five (5) eight (8) hours shifts or the reverse cannot occur within the same workweek. In emergency situations, as determined by the City and for the duration of the emergency, employees may work up to eighteen (18) hours per day.

### **Section 3 - Work Schedules**

(a) Scheduling Requirements:

All employees of the bargaining unit will be scheduled to work with pre-designated starting and quitting times as designated on a work schedule. Daily and weekly work schedules may be changed from time to time by the City to meet City service needs. Work schedules will include two (2) consecutive days off each week for regular full-time employees, unless the employee is on-call pursuant to Article 15, section 1 or except as provided in paragraph c. below.



(b) Notice Requirements:

Work scheduled will generally be established with seven (7) days' notice. Except for emergency situations, as determined by the City and for the duration of the emergency, full-time regular employees will be notified of changes in established work schedules twenty-four (24) hours prior to the effective date of the change unless the change is mutually agreed upon by the Department Head and the employee.

(c) Departments Requiring Greater Scheduling Flexibility:

There are several departments within the City that require greater flexibility in scheduling due to the operational and customer service needs of the department. Many of these flexibility needs can be met by part-time and FLSA exempt staff whose employment status anticipates scheduling flexibility. However, there are times when a full-time non-exempt employee may be requested to work a day that was not previously scheduled. In this instance, the following will occur:

1. In the Library, full-time regular non-exempt employees assigned to work the Circulation Desk will be subject to changes to their established work schedules on a reverse seniority rotating basis and no more than once per month. Employees subject to changes to their established work schedules may not receive two (2) consecutive days off during the workweek within which the schedule change occurs.
2. In the Community Center, full-time regular non-exempt employees will be subject to changes to their established work schedules on a reverse seniority rotating basis and no more than twice per month. Employees subject to changes to their established work schedules may not receive two (2) consecutive days off during the workweek within which the schedule change occurs.
3. In the Information Technology Department, full-time regular employees will be subject to changes to their established work schedules as business needs require. Employees subject to changes to their established work schedules may not receive two (2) consecutive days off during the workweek within which the schedule change occurs.
4. In the Visitor and Convention Bureau (VCB), employees will be subject to changes to their established work schedules as business needs require. Employees subject to changes to their established work schedules may not receive two (2) consecutive days off during the workweek within which the schedule change occurs.

#### **Section 4 - Rest Periods**

A rest period of fifteen (15) minutes will be permitted for all employees during each half-shift. Rest periods will be scheduled in accordance with the operating requirements of the department and the law. Employees will be given the opportunity to use the nearest sanitary facility outside of designated breaks provided that notification is given per department policy to ensure proper coverage.

## **Section 5 - Meal Periods**

To the extent consistent with the operating requirements of the department and the law, meal periods will be scheduled in the middle of the work shift and given to the employee on an uninterrupted basis. Employees are not compensated for meal periods and meal periods are not counted in consecutive work hours. Meal periods may be automatically deducted for employees using the time clock and working consecutively for six (6) hours or more in a shift, or the employee may be required to clock in and out for the required meal period at management discretion and with notice to the employee,. If employees are interrupted during their meal period for any work-related reason, they should notify their manager to ensure that a full meal period is given or the employee is properly compensated. If such notification is not given by the end of the pay period, the employer will assume a proper break was given and issue pay accordingly. Meal periods must be taken in accordance with law. Failure to do so may result in discipline.

## **Section 6 - Clean Up Time**

Employees are entitled to include, as part of their regular straight-time hours worked, the time they actually spend washing, showering and changing clothes after completing their assigned work, where such activity is necessary due to contamination of their clothing or person from the use of or exposure to hazardous substances such as herbicides, chemicals, and sewage as determined by the City. Necessary time spent washing; showering or changing clothing will be limited to a maximum of up to thirty (30) minutes on these occasions, except under unusual circumstances where additional time is deemed necessary by the City.

## **Section 7 - Attendance**

Employees are expected to work a complete designated workday as scheduled. If an employee, for some unavoidable reason, cannot report to work, the employee is expected to notify his or her Supervisor or Department Head as soon as possible, but in no event later than the start of his or her shift. If an employee's Supervisor or Department Head is not available within this time period, the employee is expected to notify another person as directed by the Department Head. Absence from work without notice is considered to be indifference to the City's interest and may result in disciplinary action. Excessive absenteeism is grounds for discipline up to and including discharge.

## **Section 8 - No Guarantee of Work**

Nothing in this Article or Agreement will be considered a guarantee of hours or work unless expressly provided otherwise.

## **Section 9 - Proper Time Record Keeping**

Employees are required to fully, accurately and properly complete all time records required by the City. If any changes are made to the time record submitted by an employee, the employee's immediate Supervisor will make a good faith effort to notify the employee of those changes prior to the payday.

## **Section 10 - Paydays**

Employees will be paid on an every two (2) weeks' pay cycle paid every other Tuesday and no later than ten (10) calendar days after the end of the pay period. The City reserves the right to make changes to pay periods and agrees to notify the employees and the Union at least thirty (30) days in advance of any such changes.

## **ARTICLE 11 - OVERTIME AND COMPENSATORY TIME**

### **Section 1 - Overtime Pay**

(a) Regular Full-Time Employees:

All regular full-time non-exempt employees will be paid overtime pay at time and one-half (1½) for all hours worked over forty (40) hours in a workweek.

All regular full-time non-exempt employees will be paid overtime pay at time and one-half (1½) for all hours worked over eight (8) hours in a workday or ten (10) hours for those employees working a four-ten (4x10) schedule.

The only exception to the eight- (8) or ten- (10) hour overtime rule applies only to the employees of the Visitor and Convention Bureau (VCB), Library, Community Center and IT Department according to *subsection c.* below.

(b) Regular Part-Time Employees:

Regular part-time non-exempt employees in the VCB, Library, Community Center and IT will be paid overtime pay at time and one-half (1½) for all hours worked over forty (40) in a workweek. In all other departments, if a regular part-time employee works over eight (8) hours in a day without first being provided at least forty-eight (48) hours of notice of a schedule change, he or she will receive pay at time and one-half (1½) for hours worked in excess of eight (8) hours.

(c) VCB, Library, Community Center and IT Employees:

Employees of the VCB, Library, Community Center and IT may waive overtime earned over eight (8) or ten (10) hours in a day upon mutual written agreement. Once an agreement has been reached, it will be in place and applied by the City until it is withdrawn, in writing, by the employee.

### **Section 2 - Overtime Provisions**

- (a) There will be no pyramiding of overtime pay.
- (b) Overtime will be kept at a minimum and authorized by the City.
- (c) Holiday pay is considered hours worked for the purpose of computing overtime.
- (d) Overtime will be computed to the nearest quarter (.25) hour.

### **Section 3 - Compensatory Time**

The purpose of compensatory time is to provide employees greater flexibility while also recognizing that budgeted funds are not always available for the payment of overtime pay. Provided that it is consistent with City and employee needs, overtime may be allowed in compensatory time off at the rate of one and one-half (1½) times the hours worked.

### **Section 4 - Compensatory Time Provisions**

- (a) Eligibility for compensatory time must be approved by the City Manager, will be determined on a division-by-division basis and may be withdrawn at any time within the sole discretion of the City Manager.
- (b) Compensatory time must be used within four (4) pay periods of when it was accumulated for all employees except those employed in the VCB. For VCB employees, compensatory time must be used within twelve (12) pay periods of when it was accumulated.
- (c) Compensatory time accumulation will be tracked in a rolling month fashion and capped at forty (40) hours. Any compensatory time earned over the accumulation amount will be cashed-out in the following pay period.

### **Section 5 - Compensatory Time Usage**

When an employee in a division that is approved for compensatory time works overtime in accordance with this Article, he or she may elect to enter either compensatory time or overtime pay into the timekeeping system. Compensatory time may be used for any purpose and may be used in lieu of sick pay or vacation pay or in combination with either sick pay or vacation pay, at the election of the employee, provided that it is properly entered into the payroll system. Compensatory time may not be used in less than one (1) hour increments. Compensatory time off will be scheduled and taken only with the approval of the Department Head or his or her designee. Reasonable requests for compensatory time off will be granted unless they will disrupt City operations.

### **Section 6 - Meal Allowance**

In the event any employee is required to work three (3) or more hours beyond his or her regular eight (8) or ten (10) hour daily work schedule without interruption, the City will provide that employee with a meal.

## **ARTICLE 12 – SICK LEAVE**

### **Section 1 - Accrual**

- (a) All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of three and sixty-nine one-hundredths (3.69) hours for each pay period of service for full-time employees for a total of up to ninety-six (96) hours per year. For part-time employees, sick leave shall accrue on an hour-by-hour basis such that each eligible employee will accrue 0.0462 of sick pay for each hour of compensated time.
- (b) Unused sick leave shall accrue to a maximum of two thousand (2000) hours.

### **Section 2 - Utilization**

Sick leave shall be granted to employees when they are unable to perform their duties as a result of sickness, injury, dental or medical examination or treatment or quarantine by a County Health Officer (or Health Care Provider's (HCP's) order as result of exposure to a contagious disease), or to care for an immediate family member's medical condition as defined under state or federal law.

### **Section 3 - Immediate Family**

"Family member" means the eligible employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; any step relationship in the previously listed categories; parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or foster parent or child; and any relative by blood or marriage residing in the employee's household.

### **Section 4 - Health Care Practitioner Verification**

Any employee who does not work on account of sickness for a consecutive period in excess of three (3) shifts may be required to present his/her supervisor or department head with a signed statement from his/her HCP or attending qualified personnel, certifying to his/her inability to perform his/her duties. A copy of the appropriate HCP insurance form completed by the HCP shall constitute adequate verification of illness unless the employee was advised at or before the time he/she notified the City of illness of a requirement for more detailed information.

When verification is required:

- (a) The City will pay the treating HCP costs for the assessment if there is any additional cost.
- (b) The employee will be on City time if verification is required during a work day and treating HCP office hours are during the employee's regular scheduled work time.
- (c) This verification must be submitted as a condition for payment of sick pay benefits.

## **Section 5 - Workers' Compensation**

- (a) Any illness or injury for which the employee does or should qualify for time loss payments from the Workers' Compensation Fund shall not qualify for use of paid sick leave benefits. The gross average weekly wage calculation on the form 801 includes all forms of pay (regular, overtime and incentive pay) during the previous year. The City will use the same process to calculate the net average weekly wage in the application of this section.
- (b) If time loss benefit eligibility is subject to a three (3) day waiting period, the employee shall qualify for sick leave benefits for the first three (3) calendar days thereof.
- (c) During the first three (3) months of any time loss injury or until the employee receives a permanent disability award, whichever shall occur first, the City shall continue to provide medical, dental, prescription and life insurance benefits just as though the employee were working.
- (d) The City may use accrued sick or vacation leave to cover the employee's share of all benefit premiums during the period of workers' compensation leave. Deferred compensation contributions elected by an employee may not be funded with use of vacation or sick leave accruals during a period of workers compensation time loss.
- (e) Employees who are returned to work on light duty are obligated to perform any light duty work offered to them by the City, provided that they are qualified for the work and that it meets the limitations set forth by their HCP. Efforts will be made to accommodate in order to assign work in the employee's respective department whenever possible.

## **Section 6 - Sick Leave Abuse**

Appropriate disciplinary action for the misuse of sick leave may be imposed. The parties recognize that the ability of an employee to attend work regularly is a job requirement.

## **Section 7 - Combined Sick and Vacation Pay Donation**

Under extreme circumstances the City may, at the discretion of the City Manager, allow employee(s) to donate a combination of sick and vacation pay, or vacation pay only, to another employee who has suffered a serious non-occupational injury or illness. Employees donating sick and vacation pay may donate no less than four (4) hours and at least half of the total number of hours donated must be vacation pay. Employees donating sick and vacation pay may not deplete either their sick or vacation bank below eighty (80) hours. The employee receiving donated time must first exhaust all available sick pay, vacation pay and compensatory time, if applicable. Recipients will not be allowed to bank donated time. Recipients will not be allowed to simultaneously draw long-term disability pay and donated time. Sick and vacation pay hours will be paid at the pay rate of the employee receiving the benefit on an hour-for-hour trading basis.

## **Section 7 - Termination of Employment**

At termination of employment, no payment will be made to the employee for accrued sick pay. Sick pay is not convertible to cash or any form of remuneration.

## **ARTICLE 13 - HOLIDAYS**

### **Section 1 - City Holidays**

All regular full-time employees are eligible to receive holiday pay for the following holidays: New Year's Day, President's Day, Martin Luther King Day, Jr., Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If Christmas Eve falls on a Monday, the City will consider it a full paid holiday. If Christmas Eve falls on Tuesday through Friday, the City will provide a one-half (½) day paid holiday (4 hours of pay).

### **Section 2 - Holiday Pay**

(a) Regular Full-Time Employees:

Regular full-time employees who qualify for holiday pay will be paid the equivalent of eight (8) hours pay at their regular rate or, in the case of exempt employees, will receive a continuation of salary for all recognized holidays.

(b) Regular Part-Time Employees:

All part-time employees covered by this Agreement are eligible to receive pro-rata holiday pay for all recognized holidays according to their budgeted FTE designations as follows:

- Employees who carry a .5 FTE will be paid four (4) hours of holiday pay.
- Employees who carry a .6 FTE will be paid four and eight tenths (4.8) hours of holiday pay.
- Employees who carry a .75 FTE will be paid six (6) hours of holiday pay.
- Employees who carry a .8 FTE will be paid six and four tenths (6.4) hours of holiday pay.

At this time there are no employees with FTE designations other than those listed above. However, should that change, the employee would receive pro-rata holiday pay consistent with their FTE designation.

In the event that a half day holiday is provided to AFSCME employees, such as when Christmas Eve falls on a Tuesday through Friday, part-time employees will receive pro-rated holiday pay according to their budgeted FTE designations in the amount of half of what they would receive on a full day holiday.

(c) Employees Necessary to Maintain Essential Services:

Employees whose duties are necessary to maintain essential City services may be required to work on holidays. Regular full-time employees who work on a holiday will

be paid time and one-half (1½) for all hours worked on those holidays in addition to one (1) eight (8)-hour day of holiday pay at the straight time rate. The employee may elect to use the holiday pay as a paid day off on a different day any time within the same workweek upon supervisor approval. Holiday pay used in the same work week will also be paid at straight time.

(d) Employees who's Scheduled Day off fall on a Holiday:

When a recognized holiday falls on an employee's regularly scheduled day off, that employee will receive eight (8) hours of holiday pay or the employee may elect to use the holiday pay as a paid day off on a different day any time within the same workweek upon supervisor approval. In either case, the time is paid as straight time, unless overtime provisions dictate otherwise.

(e) Holidays during Vacation:

Holidays that occur during an employee's scheduled vacation will not be charged against the employee's vacation pay.

## ARTICLE 14 - VACATION PAY

### Section 1 - Vacation Pay Accrual

Regular Full-time employees will accrue vacation time on each of the City's twenty-six (26) pay periods in accordance with the following schedule:

LENGTH OF CONTINUOUS SERVICE	AMOUNT OF VACATION PAY
At the completion of six (6) months of Service	40 hours
7 <sup>th</sup> month through 12 <sup>th</sup> month	3.08 hours/pay period
Second year (13 <sup>th</sup> month) through fourth year (48 <sup>th</sup> month)	4.02 hours/pay period
Fifth year (49 <sup>th</sup> month) through ninth year (108 <sup>th</sup> month)	5.23 hours/pay period
Tenth year (109 <sup>th</sup> month) through fourteenth year (168 <sup>th</sup> month)	6.15 hours/pay period
Fifteenth year (169 <sup>th</sup> month) through the nineteenth year (228 <sup>th</sup> month)	7.08 hours/pay period
Twentieth year (229 <sup>th</sup> months) through the twenty-fourth year (288 <sup>th</sup> months)	8 hours/pay period
Twenty-fifth year, and after (289 <sup>th</sup> Months)	8.92 hours/pay period



All regular part-time employees covered by this Agreement will be eligible to receive vacation accrual on an hour-by-hour basis for each hour of compensated time based on eighty (80) hours per pay period at the completion of six (6) months of service at the end of the probationary period, whichever is sooner.

### **Section 2 - Vacation Pay Increments**

Employees are eligible to use unused vacation pay in an amount of up to eight (8) hours, or one shift where applicable, when the employee's vacation time request has been approved by the Department Head. Vacation pay can be used in no less than fifteen (15) minute increments for non-exempt employees and no less than four (4) hour increments for exempt employees.

For exempt employees this means:

- (a) Any absence from work due to any of the reasons listed in *Section 4* below for a period of up to four (4) hours may not be recorded as anything other than regular pay.
- (b) Any absence from work due to any of the reasons listed in *Section 4* below for four (4) hours or more will be recorded as four (4) hours of vacation pay unless it reaches eight (8) hours and in that case it will be recorded as eight (8) hours of vacation pay.
- (c) The only exception to this is if an exempt employee is on an approved medical leave pursuant to Federal or State law and in that case vacation pay used after sick pay is exhausted will be recorded in accordance with the law in no less than fifteen (15) minute increments.

### **Section 3 - Vacation Pay Usage**

Vacation pay is made available so employees may have rest and recreation. Vacation pay may be used when time off has been approved by the Department Head for leisure. Department Head approval will not be unreasonably withheld.

Vacation pay may also be used for any of the reasons set forth in *Article 12, Section 4* when sick pay has been exhausted. Vacation pay may not be used in lieu of sick pay.

### **Section 4 - Vacation Pay Accumulation**

Employees are encouraged to take vacation to promote health and wellness. Employees will not be allowed to accumulate more than three hundred twenty (320) hours of vacation pay. When three hundred twenty (320) hours of vacation has been reached, no additional vacation pay will accrue except when the employee has not been given a reasonable opportunity to take it.

Employees who are required to be on-call pursuant to *Article 15, Section 2* will not be allowed to accumulate more than three hundred forty (340) hours of vacation pay. For these employees, when three hundred forty (340) hours of vacation pay has been reached, no additional vacation pay will accrue except when the employee has not been given a reasonable opportunity to take it.

### **Section 5 - Vacation Approval**

The approval of a vacation schedule is the responsibility of the Department Head, based upon the operational needs of the City. The times during which an employee may take a vacation will be arranged in advance. In the event of a conflict between the vacation requests of employees, preference will be given to the most senior employee. However, the less senior employee will have preference the next time a conflict arises between the same employees.

### **Section 6 - Limited Vacation Cash Out**

In the event an employee makes a timely application for vacation time off, but is prevented from taking vacation due to City service needs, and the denial of vacation results in accumulation of more than three hundred twenty (320) hours, or three hundred forty (340) hours for employees who are required be on-call pursuant to *Article 15, Section 2*, the City will cash-out the employee's accumulated vacation in excess of the applicable vacation accrual limit during the following pay period or arrange for the employee to take scheduled vacation time off to assure compliance with the applicable vacation accrual limit.

### **Section 7 - Cash Out**

Upon termination or resignation (or death) of employment with the City, the employee will be paid a lump sum for all accrued vacation that the employee has earned in accordance with these rules prior to the termination at the employee's current base pay rate. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary is due the decedent at the employee's current base pay rate. No Payment will be made for termination during an employee's probationary period.

At the time an employee is entitled to vacation cash-out under this section, the employee may elect to defer payment of the full value of the vacation balance or the amount permissible under the IRS regulations and tax code, whichever is greater, taking into account total contributions to the plan during the year to the employee's deferred contribution plan account

### **Section 8 - Emergency Vacation Cash-Out**

The City may, at its discretion, allow employee(s) to apply for an emergency-based cash-out of accrued vacation pay. This emergency cash-out will be granted at the discretion of the City Manager and provided that the employee does not deplete his or her vacation bank below one (1) week of vacation for full-time regular employees or the pro-rated share of that for part-time regular employees. Emergency vacation cash-outs will be issued one time during an employee's employment unless extreme unavoidable circumstances warrant an exception by the City Manager.

## **ARTICLE 15 - LEAVES OF ABSENCE**

The City understands that circumstances arise from time to time that justifiably require an employee to be off work temporarily for periods of time. For that reason, the City recognizes the following leaves of absence:

### **Section 1 - Temporary Disability**

If an ill or injured employee has exhausted all available sick leave and vacation leave and is still unable to return to employment, the employee shall be granted a non-paid disability leave of up to ninety (90) days, upon application supported by a statement or report from the attending HCP regarding the nature of the disability, the prognosis for recovery and a certification from the HCP of the likelihood of the ability of the employee to return to active employment. Availability of this temporary leave of absence does not preclude the use of FMLA or OFLA protected leave, is intended to work in conjunction with these laws and shall not provide an entitlement to extend statutory protected leave.

### **Section 2 - Educational Leave**

Upon the written request of an employee, the City Manager and Department Head may, in writing, grant the employee a leave of absence without pay for a period not to exceed three (3) months. Such leave shall be for the purpose of allowing the employee to gain additional education in an area directly related to his/her current or prospective future assignment with the City and shall only be granted if adequate replacements are available.

### **Section 3 - Bereavement Leave**

Bereavement leave with pay shall be granted to an employee in the event of death in his/her immediate family. "Immediate family" for the purposes of bereavement leave is as this term is defined in Article 12, section 3 of this Agreement relating to sick leave. Bereavement leave shall be granted for up to three (3) work shifts for a death or funeral within Oregon or up to five (5) work shifts for a death or funeral outside of Oregon. Bereavement leave under this section runs consecutive to the bereavement leave pursuant to the Oregon Family Leave Act (OFLA).

### **Section 4 - Personal Leave**

A regular employee may be granted an unpaid leave of absence for personal reasons at the discretion of the City Manager as follows:

- (a) Generally, unpaid leaves of absence may not exceed ninety (90) days. The City Manager may, however, authorize extensions.
- (b) All personal leaves of absence and extensions must be authorized in writing and must contain a date certain for the employee to return to work.
- (c) Employees are not entitled to accrue or accumulate sick pay or vacation pay during a personal leave of absence.
- (d) Employees will continue to accumulate seniority during an authorized personal leave.
- (e) When an employee is granted personal leave, the employee will be required to use all accumulated compensatory time, if applicable, vacation pay and sick pay (if appropriate) before the employee is placed on unpaid status. All time off, whether paid or unpaid, is part of the personal leave period.
- (f) Employees who fail to return to work upon expiration of authorized leave will be subject to discipline up to and including termination under *Article 19*.

### **Section 5 - Military Leave**

Employees called to full-time or reserve military duties will be granted military leave of absence for that time in accordance with applicable State and Federal law and will retain their seniority rights under this Agreement and with the City. The City will pay any eligible regular employee fifteen (15) days/one hundred twenty (120) hours of military leave in each calendar year within which the employee takes any approved military leave for at least fifteen (15) days. Employees must submit documentation to verify the need for this leave.

### **Section 6 - Jury Duty/Witness Leave**

In the event any regular full-time or part-time employee is summoned to any court for the purpose of performing jury service or is required by the City to testify in any court or administrative proceeding, the employee will be compensated for any regularly scheduled working hours spent in the performance of that service. The amount of the compensation will be the straight-time wages lost by the employee as a result of jury duty, less compensation received for jury duty or witness testimony, exclusive of mileage reimbursement. The City may verify the amount received in jury pay or require it be turned over to the City, as a condition to payment.

### **Section 7 - Voting Leave**

Employees who are registered voters may be granted the necessary time off required to vote on election day, if they otherwise would not be able to vote due to their work schedule.

### **Section 8 - Medical and Family Leave**

Eligible employees who are off work due to a qualifying event for themselves or a defined family member will be granted an unpaid leave of absence in accordance with State and Federal law and City policy. Employees who are absent from work on authorized medical or family leave will continue to accumulate seniority during the period of the leave. Employees on medical or family leave will not accrue sick pay or vacation pay during the period of their unpaid approved leave.

### **Section 9 - Other Leaves**

All other leaves will be covered by the City's Family and Medical Leave and Other Leaves of Absence and Equal Employment Opportunity and Anti-Harassment policies.

## **ARTICLE 16 - OUTSIDE EMPLOYMENT**

Employees wishing to engage in off-duty employment with another employer must submit written notice to the City prior to doing so. Such written notice shall specify the name of the prospective employer, the job title of the position and a description of the nature of the work to be performed. Upon receipt of such request, the City shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. The City shall not deny the right to engage in outside employment unless there is an actual or a potential conflict of interest or the appearance of same, taking the below factors into consideration.

- (a) Whether the employee's or overall department effectiveness would or might be impaired as a result of the public's knowledge of the nature of the outside employment.
- (b) Off-duty employment will not interfere with an employee's normal scheduled duty hours.
- (c) Off-duty employment will not cause an employee to be physically or mentally deficient when reporting for scheduled duty hours.

The fact that an employee is engaged in outside employment shall not be construed in any manner as to give that employee preference over other employees in the scheduling of overtime, call-out, shift changes or any other condition of employment.

The use of Departmentally-issued equipment for an off-duty job is prohibited.

Off-duty employment may not be performed while an employee is off duty due to illness, injury, or on light-duty status, if such employment could worsen the employee's medical condition or delay the return to work or return from light duty to regular status.

## **ARTICLE 17 - WORK OUT OF CLASSIFICATION**

When an employee is assigned in writing by the Department Head and approved by the City Manager to perform the job of an employee in a higher paying job classification for a period forty (40) consecutive working hours or more, that employee will be paid an out of class premium of five percent (5%) computed based upon the employee's regular base wage rate during the period and for so long as the employee is so-assigned to perform increased responsibilities. Premium pay for working out of classification shall be computed and applied on an hourly basis.

## ARTICLE 18 - HEALTH AND WELFARE

### Section 1 - Health and Welfare Benefits

(a) Medical and Vision Insurance:

Effective from and after January 1, 2019, all full - or part-time regular employees covered by this Agreement will be covered under City County Insurance Services (CIS) Employee Services Benefits (EBS) Trust Regence BlueCross BlueShield of Oregon (Regence) Co-Pay Plan A including the hearing aid benefit and alternative care copay plan riders. All full and part-time employees enrolled in Co-Pay Plan A will be eligible for vision coverage under Vision Service Plan 1 (VSP 12/12/24).

(b) Dental Insurance:

All full and part-time employees covered by this Agreement will have the option to choose between Oregon Dental Service (ODS) Dental Plan III or the Willamette Dental Plan.

(c) Coverage of Dependents and Families:

All full-time employees covered under this Agreement will be eligible for the coverage, as stated above, for themselves and their dependent or family members. All part-time employees covered under this Agreement will be entitled only to the employee only coverage specified above. However, part-time employees may elect coverage for their dependent or family members as specified in 2.a below.

The parties acknowledge that they do not have control over the tier coverage structure or the plan year configuration of the insurance provider, but do recognize the potential duty to bargain significant impacts by any such changes, should they occur.

## **Section 2 - Payment of Premiums**

The City will pay the premium and will be reimbursed by the employee by payroll deduction for their portion as specified below. Payments are made by the City to the insurance carriers in the month prior to the coverage month.

- (a) To the extent that a part-time employee elects coverage for an eligible dependent or family member, the employee will reimburse the additional premium through payroll deduction.
- (b) Each employee who is enrolled in Co-Pay Plan A shall contribute ten percent (10%) of the full premium for his or her tier of coverage under that Plan.
- (c) The portion of the premium amount each employee will contribute for dental coverage will be ten and one-half percent (10.5%) each year regardless of which plan the employee elects.
- (d) All part-time bargaining unit employees shall be entitled to employee only coverage specified in Section 1 of this Article, and shall reimburse a portion of the premium as specified in this Section. To the extent the employee wishes dependent or family coverage that is made available, the employee shall reimburse the additional premium through payroll deduction.
- (e) The City will maintain an IRC Section 125 plan so that the contribution payment by employees can be done by a pre-tax Section 125 plan payment.

## **Section 3 - Life Insurance**

The City shall maintain, without cost to the employee a fifty thousand dollar (\$50,000) fully-paid group term life insurance policy for each employee covered under this contract.

## **Section 4 - Liability Insurance**

Employees shall continue to be covered by the City's liability insurance program while acting as employees of the City.

## **Section 5 - Long-Term Disability**

The City shall maintain a long-term disability program for all employees covered under this contract. Coverage will be at no cost to the employees and shall be equal to or better than the coverage enjoyed by the employees at the current time.

## **Section 6 - Retirement**

Employees shall be enrolled in PERS and provided benefits to which they are entitled pursuant to law. The City shall continue to pick-up the employee contribution to the retirement system in addition to the employer contribution as provided for by law.

### **Section 7 - Health Insurance Study Committee**

If the City establishes a Committee to study insurance rates or coverage, the Union shall be entitled to equal representation to City Management

### **Section 8 - PERS Sick Leave Fold-In**

Employees eligible for PERS Sick Leave Fold-In will continue to benefit from this PERS retirement plan benefit subject to PERS Regulations, law and employee elections.

### **Section 9 - Fitness**

The City of Lincoln City provides full Community Center memberships to its regular full-time and part-time employees who are eligible for medical benefits. The City also provides full Community Center membership to the immediate family members of its regular full and part-time employees. In this instance, "immediate family" is defined as those family members who are covered by City-provided health insurance, or those who could be covered by City health insurance but made the choice to waive coverage.

### **Section 10 - Wellness Committee**

The City's Wellness Committee will be comprised of a blend of City and represented employees from each division. The Wellness Committee will meet regularly and will engage in discussions and activities related to employee and family wellness with the goal of improving the health and wellness of the employee population and reducing the increase in insurance premiums that result from poor/declining experience ratings.

### **Section 11 - Continuation of Coverage for Employees Absent due to On-the-Job injury**

The City will continue to contribute to the payment of health and welfare insurance on behalf of full-time employees, as outlined in sections 1 and 2 above, who are absent from work due to an on-the-job injury, for a maximum of six (6) months following the date of injury.

### **Section 12 - The City's Reservation of Rights**

If the full premium for the City's group health plan increases greater than five percent (5%) after the first year of the Agreement, the City reserves the right to alter the benefits of the group health plan to limit the premium increase to five percent (5%) over the premium of the prior year. The City may make such changes only after consulting the Union during a period of thirty (30) calendar days.

### **Section 13 - Release of the City's Obligation to Pay Premiums**

The City's obligation to contribute to the payment of health and welfare insurance and other benefits identified in this Article on behalf of full and part time employees will end on the first day of the month following the month in which the employee exhausts his or her sick, vacation, and FMLA/OFLA Leave when he or she is on an approved medical leave or when employment is terminated.



## **ARTICLE 19 - SALARIES**

### **Section 1 - Market Survey and Total Compensation**

The City and the Union have agreed to forego a market survey for the duration of this Agreement.

### **Section 2 - Regular Salaries**

- (a) Effective the first day of the July 2018 wages for all employees will be increased by 3.9%. Attached as Appendix "A".
- (b) Effective the first day of July 2019, the wage rates for all employees will be increased by 2%. Attached as Appendix "B".
- (c) Effective the first day of July 2020, the wage rates for all employees will be increased by 2%. Attached as Appendix "C".

### **Section 3 - Step Plan**

Employees shall be eligible for advancement through the steps upon completion of their six month probationary period, as well as when they reach their first year of service and thereafter.

### **Section 4 - New Hires**

An appointee to a new position shall receive the minimum base pay represented at the first step of the job classification or grade to which the position is allocated, except that:

- (a) In cases of unusual difficulty in filling this position or
- (b) When hiring personnel with prior experience, the City may cause the appointment to be made at a salary above the minimum.

### **Section 5 - Promotions**

Upon promotion to a higher-graded position, the employee will move to a step within the new grade nearest to and exceeding his or her current salary before the promotion. Salary eligibility dates will not change upon promotion.

## **Section 6 - Longevity**

All employees shall be eligible for longevity awards based on the following criteria:

- (a) Five (5) years' continuous employment – Shall receive a one-time payment of an amount equal to one (1%) of their total annual base wage.
- (b) Ten (10) years' continuous employment – Shall receive a one-time payment of an amount equal to two (2%) of their total annual base wage.
- (c) Fifteen (15) years' continuous employment – Shall receive a one-time payment of an amount equal to three (3%) of their total annual base wage.
- (d) Twenty (20) years' continuous employment - Shall receive a one-time payment of an amount equal to four (4%) of their total annual base wage.
- (e) Twenty-Five (25) years' continuous employment – Shall receive a one-time payment of an amount equal to five (5%) of their total annual base wage.
- (f) Thirty-Years (30) years' continuous employment – Shall receive a one-time payment of an amount equal to five (5%) of their total annual base wage.

## **Section 7 - Retirement**

The City will continue to pick up, assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund (PERS) for the employee members participating in PERS. Employees who are not participants in PERS at date of hire become eligible for PERS participation, in accordance with State law, on the first of the month following six (6) full calendar months of employment and six hundred (600) hours of work.

## **ARTICLE 20 - PREMIUM PAY**

### **Section 1 - Call Out Pay**

(a) Call Out Before or After Completing a Shift:

If an employee is called back to work before or after completing his or her full shift the employee will receive a minimum of two (2) hours pay at the overtime rate of pay. If the same employee is called back to work within two (2) hours of the first call out, it is considered part of the minimum two (2) hours pay already earned. If the employee works longer than two (2) hours after being called back in to work, the employee will be paid the full amount of time worked at the overtime rate.

(b) Call Out When the Employee is not Scheduled:

If an employee is called in to work on a day he or she is not regularly scheduled for any reason, such as an emergency, the employee will receive a minimum of two (2) hours pay at the overtime time rate for call out. If the employee works longer than two (2) hours after being called in to work on a day he or she is not regularly scheduled, the employee will be paid the full amount of time worked at the overtime rate.

(c) Preventative Call Out:

If a Waste Water Plant, Waste Water Collections or Water Plant employee is assigned on a special schedule, approved by the Department Head, to come in to work on a Saturday or Sunday to perform preventive maintenance and other minimum requirements of operation (such as running data management systems, reading chemical levels, performing assessments, troubleshooting, calibrating and reporting) this work will be paid at time-and-one-half (1½) for the actual time worked.

### **Section 2 - On-Call Pay**

Employees who are required to be on-call will receive \$560.00 per on-call period. If it falls on a City Recognized Holiday that employee will receive an additional \$125.00. Employees, within the same Department, may trade on-call assignments with notification to, and approval of, the supervisor.

If requested within fourteen (14) days of issuance of the yearly on-call assignment list, the City will meet and confer with the union over requested changes to the yearly rotation.

## **ARTICLE 21 - PERSONNEL FILES**

### **Section 1 - Review Files**

- (a) Each employee shall have the right with reasonable prior notice to review and request a copy of the contents of his/her personnel file. At his/her option, he/she may be accompanied by a Union representative of his/her choosing. For the purpose of employee review, the personnel file includes the City's medical file, and does not include all information and documentation compiled and considered in connection with the employee's recruitment, selection and employment by the City.
- (b) The employer shall not disclose the contents of personnel files except pursuant to Public Records Law, as otherwise required by law, or to a prospective employer as authorized in writing by the employee.

### **Section 2 - Material Placed in File**

Disciplinary notices and other documents critical of an employee's performance or conduct will not be placed in that employee's personnel file until after the employee has had an opportunity to review, initial or sign and date such document(s) acknowledging receipt. If an employee refuses to initial or sign a disciplinary notice it will be noted on the document and the document is still in effect and will be placed in the employee's file. If an employee believes the information contained in a document to be placed in the employee's personnel file is incorrect, the employee may submit a written, dated explanation in response to be placed in the employee's personnel file. Verbal warnings will not be maintained in the employee's personnel file unless followed by a written warning.

### **Section 3 - Right to Refute in Writing**

If an employee believes that there is material in his/her personnel record which is incorrect or derogatory, he/she shall be entitled to prepare, in writing, his/her explanation regarding the particular material, and this shall be included as part of the personnel record.

### **Section 4 - Removal of Material**

The City will remove from the employee's personnel file any written reprimands that are over thirty six (36) months old, provided that the employee has received a performance review and no additional discipline during that period. If the employee has not received a performance review within thirty six (36) months and the employee has received no additional discipline, the employee may request to the HR Department to have the document removed and the document will be removed no later than thirty (30) days from the date of the request.

Removed records of discipline will be maintained in a separate file for the duration of the Public Records Act retention period, and will be available for use to defend against a claim of disparate treatment or lack of notice.

## **Section 5 - Written Performance Evaluations**

A Performance Evaluation will be placed in the employee's personnel file after it is completed by the Supervisor, delivered to the employee and approved by Human Resources. If an employee has a factual disagreement with anything in his or her Performance Evaluation, he or she may submit a written, detailed explanation in response to be placed in the employee's personnel file. In addition, the employee will be entitled to appeal the evaluation to the next-level Supervisor or Department Head (excluding the City Manager) and Human Resources.

## **ARTICLE 22 - DISCIPLINE OR DISCHARGE**

### **Section 1 - Disciplinary Measures**

- (a) Disciplinary action shall be only for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
  - 1. Verbal reprimand, which may be documented in writing;
  - 2. Written reprimand;
  - 3. Suspension without pay;
  - 4. Demotion;
  - 5. Discharge.
- (b) The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.
- (c) Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

### **Section 2 - Due Process**

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. The City shall provide the Union and the affected employee with all the documents which are relied upon. The employee or the Union may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Union and the affected employee.

### **Section 4 - Union Representation in Interview and Discipline Process**

The City acknowledges the right of the employee to have a representative of the Union present at meetings with the employee, which the employee feels could lead to discipline. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the employee to the representative for purposes of representation.

If a supervisor has reasonable cause to anticipate that disciplinary action will result from a meeting with an employee, the employee will be notified in advance of the right to have a representative from the Union present at that meeting. The role of the Union representative will be limited to that set out in guidelines by the Employment Relations Board. The right to have a Union representative present will not result in an undue delay of the meeting. The employee requesting a City employee Union representative will choose an employee who is on-duty whenever possible. If the City employee Union representative is not on-duty, he or she will volunteer his or her time without pay.

### **Section 5 - General Procedures**

- (a) Potential Discipline Situations.: Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:
1. The employee and the Union will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
  2. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Union will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with a Union representative; and the City will provide a written statement of essential facts which would support any contemplated basis of discipline.

The employee shall be allowed the right to have a Union representative present during the interview. The opportunity to have the Union representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

3. All interviews shall take place at a mutually agreed location, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Department Head or their designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee.

5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. As soon as it is determined that the employee may be charged with a criminal offense, the employee will be informed of the employee's right to consult with criminal defense counsel with respect to the employee's charge.
6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview. The employee shall be given a copy of any written or recorded statement made by the employee in an interview before subsequent interviews in the same investigation.
8. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Union. If the interviewed employee is subsequently disciplined, the recording shall be furnished to the employee and the Union. If the City or Union chooses to transcribe it, then the transcription will be provided to the other party.
9. Interviews and investigations shall be concluded without unreasonable delay.
10. The employee and the Union shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Union within forty-five (45) days from the completion of the investigation that leads to discipline. If not, the employee will be exonerated of all charges.

### **Section 6 - Disciplinary Tools**

Discipline will include, but not be limited to the following:

- (a) Verbal warning
- (b) Written reprimand
- (c) Suspension without pay
- (d) Demotion
- (e) Discharge

### **Section 7 - Imposing Discipline**

Discipline may be imposed on an employee for failure to satisfactorily fulfill the employee's responsibilities as an employee of the City as demonstrated through his or her performance, productivity, behavior or failure to adhere to policy.

## **Section 8 - Goal to Assist an Employee to Improve Whenever Possible**

If a Supervisor has reason to discipline an employee, a reasonable effort will be made to impose that discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. It is the City's goal to make reasonable efforts to assist an employee to improve and become successful whenever possible and use of an action plan is recommended whenever appropriate.

## **Section 9 - Probationary Employees**

The provisions of this Article will not apply to employees who have not completed an initial probationary period of six (6) months (or during a probationary period that has been extended by mutual agreement). It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status. As a result, a probationary employee may be discharged or otherwise disciplined without further recourse under this Agreement.

# **ARTICLE 23 - GRIEVANCE PROCEDURE**

## **Section 1 - Grievance**

The grievance procedure is intended to provide for an orderly method of resolving grievances. For purposes of this Agreement, a grievance is defined as any dispute about the interpretation or application of a particular clause of this Agreement or any alleged violation of this Agreement.

## **Section 2 - Grievance Meetings**

When the City requires an employee to be present in a grievance meeting or disciplinary investigation, the employee will be paid at his or her appropriate rate of pay. Call out pay will not be paid to an employee for time spent in these activities. The City will, however, hold grievance meetings and disciplinary investigations during regular work hours of the employee(s) involved whenever practical.



### **Section 3 - Timing and Process**

Notwithstanding Step 1, grievances must be filed at Step 2 with the City within fifteen (15) days from the date of the occurrence, or the date the affected employee(s) or the Union knew or should reasonably have known of the occurrence, to be valid. The grievance will be in writing and signed by the affected employee(s) or the Union.

The grievance process includes the following:

- STEP 1:** The employee, with or without Union representation, will contact his or her immediate Supervisor to meet and discuss the alleged contract violation(s) prior to filling a written grievance at Step 2. The employee will clearly state that the discussion is pursuant to Step 1, so that the supervisor is on notice of the purpose of the discussion. This notice can be done verbally or in writing.
- STEP 2:** If the issue is unresolved after a thoroughly discussed and considered Step 1 meeting, the Union will submit the grievance, on an AFSCME Grievance Form, to the Department Head. If either party concludes that the Step 1 meeting was not thorough, either party has the right to require the parties to hold a second Step 1 meeting prior to moving to a Step 2. In this instance, the fifteen (15) day filing requirement will be tolled until the second Step 1 meeting occurs.

The written grievance will include the following information:

- (a) A concise statement of the grievance and the facts upon which it is based.
- (b) The specific remedial action requested.
- (c) The specific Article(s) of this Agreement, if any, alleged to have been violated or misinterpreted.

The Department Head will meet with the employee and Union Steward or Representative to attempt to resolve the grievance within fifteen (15) days of receipt of the Step 2 Grievance Form. If the grievance is not resolved by the Department Head within five (5) days after meeting with the employee, the employee may, within five (5) days, proceed to Step 3.

- STEP 3:** The affected employee(s) have the right, within five (5) days after receiving a decision from the Department Head, to a hearing before the City Manager. The employee(s) may be represented by a Union Council Representative as they deem appropriate. The hearing will be held at a mutually agreeable date, not to exceed seven (7) days from the date the employee(s) received the decision of the Department Head. The City Manager will render a decision within five (5) days following the hearing. If the grievance is not resolved through the decision of the City Manager, the Union may pursue the employee's arbitration rights as outlined below.

#### **Section 4 - Arbitration Timing and Process**

Except as provided in *Section 5* below, and as except as provided for in Article 20, Section 2, a grievance that cannot be resolved through a decision of the City Manager, may be referred to an impartial arbitrator mutually selected by the City and the Union. Arbitration requests must be received by the City Manager in writing within ten (10) days of the date of the City Manager's decision. Requests received after the ten (10) day period will be deemed waived and will not be arbitrable, unless the parties have agreed, in writing, to extend the time period for arbitration requests.

If the City and the Union are unable to informally agree upon an arbitrator, they will jointly request the State Mediation Services to submit a panel of seven (7) Oregon or Washington arbitrators to choose from. The grieving party will strike the first name, the City the second name, and so forth. The last remaining person from the list will be the arbitrator. The arbitrator's decision will be final and binding, provided the decision reached is within the scope of the arbitrator's authority as set forth in *Section 5* below.

The cost of the arbitrator will be paid by the losing party. Each party will bear the cost of its own representation.

#### **Section 5 - Scope of Arbitrator**

The arbitrator will rule only on the issue(s) presented and confine his or her decision to interpretation and application of the express language of this Agreement. The arbitrator will have no authority to interpret or in any way restrict the City in the exercise of its management rights under *Article 3* of this Agreement. The arbitrator will have no right to add to, delete from, modify, or nullify any provision of this Agreement.

#### **Section 6 - Other Grievance Provisions**

- a. Any or all time limits specified in the grievance/arbitration procedure may be waived by mutual consent in writing between the Union and the City. Failure to submit a grievance in accordance with the steps and time limits described above without such signed waiver shall constitute abandonment of the grievance.
- b. A grievance may be terminated at any time upon receipt of a signed statement from the Union Council Representative or Local Union President that the matter has been resolved.
- c. For purposes of this Article, "days" refer to Monday through Friday, normal business days of the City.
- d. The Union will have the right to take up a grievance involving suspension without pay or discharge at Step 3 of the grievance procedure.

## **ARTICLE 24 - NO STRIKE CLAUSE**

### **Section 1 - Union No Strike Agreements**

The Union agrees that during the term of this Agreement, neither the Union, nor its agents, nor its members will authorize, aid instigate, condone, or engage in a work slowdown, work stoppage, strike, or interruption of work.

In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Union will make every effort, including public appeals, to secure an immediate and orderly return to work.

Members of the bargaining unit agree that they will not honor any picket line established by any labor organization, when called upon to cross such picket line in the performance of duty, except when in their reasonable determination, crossing such a picket line would jeopardize their safety.

### **Section 2 - City No Strike Agreements**

The City agrees that it will not lock out employees of the bargaining unit during the term of this Agreement.

## **ARTICLE 25 - SCOPE OF AGREEMENT**

### **Section 1 - Sole and Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, oral or written, between the City and the employees represented by the Union, and expresses all obligations of and restrictions imposed on the City during its term.

### **Section 2 - Amendments**

This Agreement can be altered or amended only by written Agreement between the parties.

### **Section 3 - Exercise of Right to Bargain**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercising that right and opportunity are set forth in this Agreement.

### **Section 4 - No Further Bargaining Required**

Each party to this Agreement voluntarily and unqualifiedly waives the right to further bargaining on any subject referred to or not in this Agreement, during the term hereof, even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided by *Article 25* or by mutual agreement.

**ARTICLE 26 - LABOR MANAGEMENT CONFERENCE COMMITTEE**

Labor management meetings will be held at least quarterly if requested by either party to discuss problems of general or group nature that may arise during the term of this Agreement, including new programs that directly impact the employees. Additional meetings of this above named committee will be by mutual agreement.

**ARTICLE 27 - SAVINGS CLAUSE**

Should any Article, clause, section, or portion thereof, of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court will apply only to the specific Article, section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate, subject to State statute, a substitute, if possible, for the invalidated article, section, or portion thereof. All other provisions of this Agreement will remain in full force and effect for the duration of this Agreement.

**ARTICLE 28 - TERMINATION AND RENEWAL**

This Agreement will be in full force and effect from the date the Council Representative and the City Manager sign the Agreement to and including June 30, 2021. Either party to this Agreement wishing to renew or modify must notify the other in writing no later than ninety (90) days prior to the expiration date or subsequent anniversary date of this Agreement.

**FOR THE CITY OF LINCOLN CITY:**

  
\_\_\_\_\_  
Ron Chandler, City Manager

6/13/18  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Don Williams, Mayor

6/11/18  
\_\_\_\_\_  
Date

**FOR THE UNION - AFSCME LOCAL 3498:**

  
\_\_\_\_\_  
Rick Miller, President

6-13-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Randy Ridderbusch, Council Rep.

6/22/18  
\_\_\_\_\_  
Date

# APPENDIX A

AFSCME CONTRACT 2018-2021  
Effective July 1, 2018 to June 30, 2019  
(Updated 4-23-18)

Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Exempt	Engineer *	2271.77	2386.19	2505.84	2629.86	2763.50	2900.64
14	Exempt	GIS Analyst/Coordinator *	2163.47	2271.77	2386.19	2505.84	2629.86	2763.50
13	Exempt	Senior Accountant *	2060.41	2163.47	2271.77	2386.19	2505.84	2629.86
		Reference Librarian						
12	Exempt	Planner *	1962.57	2060.41	2163.47	2271.77	2386.19	2505.84
11	Exempt		1868.26	1962.57	2060.41	2163.47	2271.77	2386.19
10	Exempt		1779.15	1868.26	1962.57	2060.41	2163.47	2271.77
Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Non-Exempt	Sr. IT System Administrator *	27.85	29.24	30.70	32.24	33.85	35.54
		PT Engineer						
14	Non-Exempt	IT System Administrator *	26.53	27.85	29.24	30.70	32.24	33.85
		Lead Plant Operator (Water&WW)						
13	Non-Exempt	Lead Water Distribution Operator *	25.25	26.53	27.85	29.24	30.70	32.24
		Lead WW Collections Operator						
		Engineering Technician III						
12	Non-Exempt	Plant Operator III (Water & WW) *	24.05	25.25	26.53	27.85	29.24	30.70
11	Non-Exempt	Lead Mechanic *	22.89	24.05	25.25	26.53	27.85	29.24
		Water Distribution Operator III						
		Cross Connection Backflow Spec.						
		WW Collections Operator III						
		Pump Station Mechanic III						
10	Non-Exempt	Lead Streets Maintenance Worker *	21.80	22.89	24.05	25.25	26.53	27.85
		Plant Operator II (Water & WW)						
		Associate Planner						
		Help Desk Support Technician						
		Facilities Manager						
		PT Legal Assistant						
9	Non-Exempt	WW Collections Operator II *	20.75	21.80	22.89	24.05	25.25	26.53
		Pump Station Mechanic II						
		Lead Parks Maint. Worker						
		Water Distribution Operator II						
		Volunteer Coordinator						
		Mechanic						
		Lead Bldg. Maint.-Sec. Wkr						
		ADA Coordinator						
8	Non-Exempt	Plant Operator I (Water & WW) *	19.79	20.75	21.80	22.89	24.05	25.25
		Assistant Planner						
		Sr. Streets Maintenance Worker						
		Youth Program Coordinator						
		Outreach Services Coordinator						
		Accounts Receivable Lead						
		Admin. Coordinator (PW, VCB, UR)						
		Public Relations Coordinator						
7	Non-Exempt	Municipal Court Clerk *	18.84	19.79	20.75	21.80	22.89	24.05
		Sr. Parks Maintenance Worker						
		Water Distribution Operator I						
		WW Collections Operator I						
		Admin. Technician (PW, VCB)						
		Pump Station Mechanic I						
		Sr. Accounts Payable Clerk						
		Destination Services Coordinator						
		Emergency Prep. Coordinator						
		Bldg. Maintenance-Security Wkr.						
		Building Permit Technician						
		Aquatics Lead						
		Member Services Specialist						
6	Non-Exempt	A/R Permit Processor *	17.93	18.84	19.79	20.75	21.80	22.89
		A/R Billing Specialist						
		Streets Maintenance Worker						
		Admin. Assistant (PW, VCB, Rec)						
5	Non-Exempt	CC-PD Maintenance Worker *	17.07	17.93	18.84	19.79	20.75	21.80
		Parks Maintenance Worker						
4	Non-Exempt	Counter Clerk *	16.26	17.07	17.93	18.84	19.79	20.75
		Library Assistant III						
3	Non-Exempt	Library Assistant II *	15.51	15.71	17.07	17.93	18.84	19.79
		Recreation Leader III						
2	Non-Exempt	Library Assistant I *	14.76	15.51	16.26	17.07	17.93	18.84
		Assistant to Culinary Center Manager						
1	Non-Exempt	Recreation Leader II *	14.06	14.76	15.51	16.26	17.07	17.93
		Lifeguard II						

\* Includes 3.9% COLA effective July 1, 2018

# APPENDIX B

AFSCME CONTRACT 2018-2021								
Effective July 1, 2019 to June 30, 2020								
(Updated 4-23-18)								
Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Exempt	Engineer *	2317.21	2433.91	2555.96	2682.46	2818.77	2958.65
14	Exempt	GIS Analyst/Coordinator *	2206.74	2317.21	2433.91	2555.96	2682.46	2818.77
13	Exempt	Senior Accountant Reference Librarian *	2101.62	2206.74	2317.21	2433.91	2555.96	2682.46
12	Exempt	Planner *	2001.82	2101.62	2206.74	2317.21	2433.91	2555.96
11	Exempt	*	1905.63	2001.82	2101.62	2206.74	2317.21	2433.91
10	Exempt	*	1814.73	2105.63	2001.82	2101.62	2206.74	2317.21
Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Non-Exempt	Sr. IT System Administrator PT Engineer *	28.41	29.82	31.31	32.88	34.53	36.25
14	Non-Exempt	IT System Administrator Lead Plant Operator (Water&WW) *	27.06	28.41	29.82	31.31	32.88	34.53
13	Non-Exempt	Lead Water Distribution Operator Lead WW Collections Operator Engineering Technician III *	25.76	27.06	28.41	29.82	31.31	32.88
12	Non-Exempt	Plant Operator III (Water & WW) *	24.53	25.76	27.06	28.41	29.82	31.31
11	Non-Exempt	Lead Mechanic Water Distribution Operator III Cross Connection Backflow Spec. WW Collections Operator III Pump Station Mechanic III *	23.35	24.53	25.76	27.06	28.41	29.82
10	Non-Exempt	Lead Streets Maintenance Worker Plant Operator II (Water & WW) Associate Planner Help Desk Support Technician Facilities Manager PT Legal Assistant *	22.24	23.35	24.53	25.76	27.06	28.41
9	Non-Exempt	WW Collections Operator II Pump Station Mechanic II Lead Parks Maint. Worker Water Distribution Operator II Volunteer Coordinator Mechanic Lead Bldg. Maint.-Sec. Wkr ADA Coordinator *	21.17	22.24	23.35	24.53	25.76	27.06
8	Non-Exempt	Plant Operator I (Water & WW) * Assistant Planner Sr. Streets Maintenance Worker Youth Program Coordinator Outreach Services Coordinator Accounts Receivable Lead Admin. Coordinator (PW, VCB, UR) Public Relations Coordinator	20.19	21.17	22.24	23.35	24.53	25.76
7	Non-Exempt	Municipal Court Clerk * Sr. Parks Maintenance Worker Water Distribution Operator I WW Collections Operator I Admin. Technician (PW, VCB) Pump Station Mechanic I Sr. Accounts Payable Clerk Destination Services Coordinator Emergency Prep. Coordinator Bldg. Maintenance-Security Wkr. Building Permit Technician Aquatics Lead Member Services Specialist	19.22	20.19	21.17	22.24	23.35	24.53
6	Non-Exempt	A/R Permit Processor * A/R Billing Specialist Streets Maintenance Worker Admin. Assistant (PW, VCB, Rec)	18.29	19.22	20.19	21.17	22.24	23.35
5	Non-Exempt	CC-PD Maintenance Worker * Parks Maintenance Worker	17.41	18.29	19.22	20.19	21.17	22.24
4	Non-Exempt	Counter Clerk * Library Assistant III	16.59	17.41	18.29	19.22	20.19	21.17
3	Non-Exempt	Library Assistant II * Recreation Leader III	15.82	16.02	17.41	18.29	19.22	20.19
2	Non-Exempt	Library Assistant I * Assistant to Culinary Center Manager	15.06	15.82	16.59	17.41	18.29	19.22
1	Non-Exempt	Recreation Leader II * Lifeguard II	14.34	15.06	15.82	16.59	17.41	18.29

\* Includes 2.0% COLA effective July 1, 2019

# APPENDIX C

AFSCME CONTRACT 2018-2021								
Effective July 1, 2019 to June 30, 2020								
(Updated 4-23-18)								
Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Exempt	Engineer *	2363.55	2482.59	2607.08	2736.11	2875.15	3017.82
14	Exempt	GIS Analyst/Coordinator *	2250.87	2363.55	2482.59	2607.08	2736.11	2875.15
13	Exempt	Senior Accountant Reference Librarian *	2143.65	2250.87	2363.55	2482.59	2607.08	2736.11
12	Exempt	Planner *	2041.86	2143.65	2250.87	2363.55	2482.59	2607.08
11	Exempt		1943.74	2041.86	2143.65	2250.87	2363.55	2482.59
10	Exempt		1851.02	2147.74	2041.86	2143.65	2250.87	2363.55
Grade	FLSA	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	Non-Exempt	Sr. IT System Administrator PT Engineer *	28.98	30.42	31.94	33.54	35.22	36.98
14	Non-Exempt	IT System Administrator Lead Plant Operator (Water&WW) *	27.60	28.98	30.42	31.94	33.54	35.22
13	Non-Exempt	Lead Water Distribution Operator Lead WW Collections Operator Engineering Technician III *	26.28	27.60	28.98	30.42	31.94	33.54
12	Non-Exempt	Plant Operator III (Water & WW) *	25.02	26.28	27.60	28.98	30.42	31.94
11	Non-Exempt	Lead Mechanic Water Distribution Operator III Cross Connection Backflow Spec. WW Collections Operator III Pump Station Mechanic III *	23.82	25.02	26.28	27.60	28.98	30.42
10	Non-Exempt	Lead Streets Maintenance Worker Plant Operator II (Water & WW) Associate Planner Help Desk Support Technician Facilities Manager PT Legal Assistant *	22.68	23.82	25.02	26.28	27.60	28.98
9	Non-Exempt	WW Collections Operator II Pump Station Mechanic II Lead Parks Maint. Worker Water Distribution Operator II Volunteer Coordinator Mechanic Lead Bldg. Maint.-Sec. Wkr ADA Coordinator *	21.59	22.68	23.82	25.02	26.28	27.60
8	Non-Exempt	Plant Operator I (Water & WW) * Assistant Planner Sr. Streets Maintenance Worker Youth Program Coordinator Outreach Services Coordinator Accounts Receivable Lead Admin. Coordinator (PW, VCB, UR) Public Relations Coordinator	20.59	21.59	22.68	23.82	25.02	26.28
7	Non-Exempt	Municipal Court Clerk * Sr. Parks Maintenance Worker Water Distribution Operator I WW Collections Operator I Admin. Technician (PW, VCB) Pump Station Mechanic I Sr. Accounts Payable Clerk Destination Services Coordinator Emergency Prep. Coordinator Bldg. Maintenance-Security Wkr. Building Permit Technician Aquatics Lead Member Services Specialist	19.60	20.59	21.59	22.68	23.82	25.02
6	Non-Exempt	A/R Permit Processor * A/R Billing Specialist Streets Maintenance Worker Admin. Assistant (PW, VCB, Rec)	18.66	19.60	20.59	21.59	22.68	23.82
5	Non-Exempt	CC-PD Maintenance Worker * Parks Maintenance Worker	17.76	18.66	19.60	20.59	21.59	22.68
4	Non-Exempt	Counter Clerk * Library Assistant III	16.92	17.76	18.66	19.60	20.59	21.59
3	Non-Exempt	Library Assistant II * Recreation Leader III	16.14	16.92	17.76	18.66	19.60	20.59
2	Non-Exempt	Library Assistant I * Assistant to Culinary Center Manager	15.36	16.14	16.92	17.76	18.66	19.60
1	Non-Exempt	Recreation Leader II * Lifeguard II	14.63	15.36	16.14	16.92	17.76	18.66

\* Includes 2.0% COLA effective July 1, 2020