

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF STAYTON, OREGON

and

AFSCME LOCAL 3222

of

American Federation of State, County & Municipal Employees

July 1, 2017– June 30, 2019

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PREAMBLE

This Agreement is entered into between the City of Stayton, Oregon, hereinafter referred to as the "City," and AFSCME Local 3222 Council 75, hereinafter referred to as the "Union." If any portion of this agreement is in conflict or violation of federal, state, or local law or if a conflict arises, then federal, state, or local law will supersede any agreement set forth herein.

ARTICLE 1 – RECOGNITION

The City of Stayton recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 75, hereafter referred to as the Union, as the sole and exclusive collective bargaining representative for all full and part time employees employed by the City. Excluded from this bargaining unit are all temporary and seasonal employees, employees in the Police bargaining unit, managers, supervisors, and confidential employees, and employees who work fewer hours than required to be part time employees as defined in this agreement.

ARTICLE 2 – DEFINITIONS

- 2.1** Regular Full-time Employee. An employee, hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of one year as defined in Section 2.4.
- 2.2** Regular Part-Time Employee. An employee who regularly works less than forty (40) hours per week, and Thirty (30) or more hours per week who has successfully completed a probationary period of six (6) months as defined in Section 2.4. Such employees shall be paid at the hourly rate of pay in accordance with the provisions of the applicable Addendum. Regular part-time employees shall be entitled to prorated benefits (insurance, sick leave, annual leave, etc.), in addition to the hourly compensation paid for those hours worked by the employee. Regular part-time employees shall receive pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work day. If a holiday falls on a regular part-time employee's non-scheduled day, no holiday pay will be paid. An employee who works a regular weekly schedule with the City, but who works less than thirty hours per week (twenty (20) hours for library employees) but more than ten (10) hours per week shall also be considered a regular employee and covered by this Agreement. Such employees, however, are not entitled to any fringe benefits under this Agreement. Employees approved for positions of less than thirty (30) hours per week (20 for library employees) must obtain their supervisor's permission prior to exceeding the twenty-nine (29) -hour (or 20-hour) limit in any particular workweek.
- 2.3** Temporary Employee. An employee who is hired to work on a limited or seasonal basis or work no more than nine (9) months in a twelve (12) month period. The nine-month duration of a temporary hire may be extended with agreement of the Union. Temporary employees are not entitled to fringe benefits described in this agreement; (i.e. paid holidays, paid vacation, paid sick leave, insurance, etc.). The City has the right to hire temporary employees as it may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis, to cover for employees who are utilizing sick leave, vacation time and paid or unpaid leaves of absences, to cover work requirements in unanticipated or unexpected circumstances, or to carry out work in a shortage of personnel situations as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the 40 hour and nine month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. Temporary employees shall not be hired to replace bargaining unit positions, and are intended to be used to supplement the work force as may be needed periodically. Temporary employees shall be paid on an hourly basis at the appropriate wage step as determined by the City. There shall be no responsibility on the part of the City to re-employ or continue the employment of such employees, nor is there any responsibility on the behalf of the Union as to such.
- 2.4** Probationary Employee. An employee appointed to fill a regular position of employment as defined in Section 2.1 or 2.2 who has completed less than the initial one-year period of continuous employment (for full time employees) or less than the initial six-month period of continuous employment (for part-time employees). During the probationary period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.
- 2.5** Gender-neutral Pronouns. Where pronouns are used herein, both the masculine pronoun ("he") and the feminine pronoun ("she") are intended to be gender neutral.

ARTICLE 3 – PURPOSE

The purpose of this Agreement is to provide for wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the City and its employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of City property, and safety of employees; and to this end the City pledges itself to give its employees considerate and courteous treatment, and the employees pledge to render loyal and efficient public service. The parties agree to extend to one another proper courtesy and respect.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** Management Generally. The Union recognizes the prerogatives of the City to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the City as the City periodically may determine, in its discretion. The City's prerogatives include, but are not limited to the following matters:
- a. The right to establish any and all lawful work rules and procedures;
 - b. The right to schedule any and all work, overtime work, and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the City and consistent with the public interest;
 - c. The right to hire, transfer, layoff and promote employees as deemed necessary by the City;
 - d. The right to discipline an employee as provided in the disciplinary article of this Agreement;
 - e. The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations and shifts;
 - f. The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the City;
 - g. The right to take whatever action the City deems necessary to provide services in an emergency.
- 4.2** Elected Prerogatives. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or the City Administrator and/or Department Heads and the rights and obligations owed thereby to the citizenry.

ARTICLE 5 – MEMBERSHIP AND UNION AFFAIRS

- 5.1** Fair Share Dues. All employees covered by the terms and conditions of this Agreement, within 30 days from date of hire, shall become a member of the Union or pay the equivalent of dues to the Union to help defray the costs of contract negotiation and administration. The City shall inform all newly hired employees of the above requirement at the time of their employment. Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require the employee to inform the City and the Union of his or her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount equivalent to regular Union membership dues to a nonreligious charity.
- 5.2** Dues Check Off. The City will provide for payroll deduction of Union dues or fair share fees. The City shall deduct from the end-of-the-month paycheck the amount of dues or fair share fees with minimum dues being \$15.00 per month and the maximum as stipulated by Oregon AFSCME Council 75 and transmit to the designated individual of Council 75 the total amount deducted. Whether to be a member in the Union shall be each employee's individual choice. Except as provided in Section 5.1, above, however, employees must either be a member of the Union or pay the equivalent of dues (fair share fees) to the Union as a condition of employment with the City.
- 5.3** Maintenance of Membership. Employees who are current members of the Union at the signing of the Agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Union members may notify the employer and the Union during the last two weeks of the term of the Collective Bargaining Agreement if they wish to revoke their Maintenance of Membership status.
- 5.4** Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 5 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.
- 5.5** Employee Change of Status Notification. The City shall provide notice to the Union President of new hires, terminations, retirees and transfers within the bargaining unit within a reasonable period of time. The Union President or his/her designee and each new employee shall have 30 minutes to meet for a union orientation. The new employee shall be on paid status. The Union President / designee will not be on paid status. The City commits to being as flexible as possible in facilitating this orientation so that the Union President/designee can meet during his/her lunch or rest breaks.
- 5.6** Union Representation. The Union will provide a list of union stewards to the City Administrator, and notify the City Administrator promptly of any changes. Employees shall have the right to request representation by the staff representative of AFSCME or any union steward on the list, provided, however, that the person so selected must be reasonably available to attend investigative, disciplinary and grievance related meetings as scheduled by the City. If the Union steward selected by the employee or the union representative is unable to meet within twenty-four (24) hours of a requested meeting, the Union and employee will agree on another steward. Other than attending meetings

called by management, employees will meet with union stewards / officers / union representatives on their own time.

- 5.7** Stewards will be permitted time to attend investigatory and grievance meetings, and attend meetings called by management without loss of pay or benefits. Stewards will provide reasonable notice to their supervisors before conducting union business and will work with their supervisors and others as necessary to resolve any scheduling conflicts.

The City agrees to permit Union Officers and Stewards to flex their lunch and rest breaks to facilitate meeting with members to discuss matters pertaining to this Article.

- 5.8** AFSCME Staff Representatives. The Union will notify the City in writing of its staff representatives of the Local, Council 75, or International. Upon proper introduction and notice, one staff representative shall have reasonable access to the premises of the City during regular business hours to conduct Union business. Such visits may not interfere with the normal flow of work. If the staff representative meets with any bargaining unit employees, such meetings must be during the employees' non-work time.

- 5.9** Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by employees during non-work time.

- 5.10** At the Union's request, the City will make every effort to allow each steward time off for training purposes, subject to the City's operating requirements. Stewards will be allowed to use accrued vacation or compensatory time during such training, or will take the time off without pay.

- 5.11** Bulletin Boards. The City agrees to furnish in the library, City Hall, Public Works Shop, and the Waste Water Treatment Plant, a bulletin board to be used exclusively by the Union for the posting of official union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the City or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

ARTICLE 6 – TERM OF AGREEMENT

The terms of this Agreement shall be in full force and effect from the first day of the month following ratification of this Agreement by the parties and shall remain in full force and effect through June 30, 2019. However, the wage adjustment to the wage scale for July 1, 2016 shall be applied retroactively to that date and computed based on W-2 wages paid during the retroactivity period.

Either party may notify the other party of its desire to negotiate a successor agreement no later than the December 15th prior to expiration of this Agreement. Negotiations will commence no later than the January 15th prior to the expiration date of the current Agreement.

The City will allow two employees representing the Union leave without loss of pay for labor management meetings between the City and the Union. The selection of the employee representatives shall not interfere with the reasonable operations of the City. The employees are responsible for notifying their direct supervisor of all labor management meetings. These meetings shall not interfere with the reasonable operations of the City.

ARTICLE 7 – EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

- 7.1** General Expectations. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses.
- 7.2** Approval and Reimbursement. When an employee anticipates submitting a request for travel reimbursement, the employee will obtain prior approval for the trip and the mode of travel from the employee's supervisor.
- 7.3** Travel on official business outside the City by a single individual should be by City-owned vehicle or private vehicle. If the employee is authorized to use a private vehicle, mileage will be paid at the IRS rate then in effect.
- 7.4** City vehicles will be used for authorized City uses and will not be used for private gain or benefit and City vehicles will be used only by City employees.
- 7.5** Reimbursement for expenses on official trips will only be for expenses incurred during the performance of official duty as a City official for the City's benefit. Meals and lodging expenses may be reimbursed in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers. The City will not reimburse an employee for the cost of any alcoholic beverage.
- 7.6** When the employee knows that expenses for an upcoming trip will exceed the listed limits, the employee will request and the department head may approve the additional expenses in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers.
- 7.7** Within (10) ten business days after the travel has been completed, the employee must turn in receipts for lodging and any other expenses for which reimbursement is claimed.

ARTICLE 8 – DISCIPLINE

- 8.1** Just Cause. The City may impose discipline only for just cause.
- 8.2** Forms of Discipline. Generally, discipline will be progressive in nature, provided however, that the level of discipline imposed will depend on the seriousness of the offense, and progressive discipline will not be required for serious infractions. The disciplinary actions which the City may take against an employee include the following:
- a. oral reprimand, which may be documented in writing; in the supervisors file
 - b. written reprimand;
 - c. suspension without pay;
 - d. reduction of pay for a term in lieu of suspension;
 - e. demotion with a reduction in pay as specified by the City as part of the discipline;
 - f. discharge or termination.
- 8.3** Notice of Discipline. When the City intends to suspend without pay, demote or discharge an employee for cause, the City shall make available the specified charges and proposed discipline in writing at least three (3) calendar days prior to the effective date of the action, together with a description of the facts on which the proposed discipline is based.
- 8.4** Pre-Disciplinary Due Process. Prior to imposing a suspension without pay, demotion or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline. If an employee is required to attend an investigatory meeting with their supervisor or other member of management which could lead to discipline against the employee, the employee will be allowed to have a union steward or union representative present for the meeting, if requested by the employee. If there is a union steward or union representative available to attend the meeting at the time scheduled by the City, the employee may not postpone the meeting for more than 24-hours in order to obtain a different union representative.
- 8.5** Time Limitations. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the City. In other words, if the City is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, such inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 8.6** Probationary Employees. A probationary employee may be discharged at any time without cause.
- 8.7** Notice of Discipline to Union. Copies of reprimands and other disciplinary actions taken by the City shall be forwarded to the Council 75 Representative.

8.8 Non-embarrassment. Reasonable steps shall be taken to ensure that disciplinary measures are accomplished in a confidential manner. A violation of this section, however, shall not result in the discipline imposed being overturned.

8.9 Records of Discipline. References to disciplinary actions in the personnel file shall remain in the file in accordance with the following provisions:

- a. Employees shall be notified when any documentation is placed in their personnel file.
- b. Written reprimands shall remain in the personnel file for a period of 36 months, provided, however, that if discipline occurs within that 36 month period, prior disciplinary documentation shall remain in the personnel file for 36 months from the date of the last discipline. Other records of discipline enumerated in Article 8.2 (e.g., suspension, reduction of pay, demotion and discharge) may remain in the personnel file until and unless the City determines the record no longer relevant or timely upon application by an employee.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1** Goodwill. The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 9.2** Grievance Defined. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 9.3** Presentation. A grievance may be presented by an employee or the Union. Grievances may be heard at any time where practical and feasible.
- 9.4** Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing.
- a. The City and the Union may extend the time limits by mutual agreement in writing.
 - b. No grievance shall be valid unless a grievance is submitted at Step 1 within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence.
 - c. If a grievance is not presented within ten (10) working days,(7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.
- 9.5** Procedure. The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's Department Head within ten (10) working days, seven (7) working days for loss of wages discipline from its occurrence. The Department Head shall arrange a meeting between the aggrieved employee, the steward or Union Representative, the Department Head, and the aggrieved employee's supervisor, if applicable. If the aggrieved employee's supervisor is not included, the Department Head may select a different management representative to attend the meeting. The Department Head shall respond in writing within ten (10) working days after the grievance meeting.

Step 2: If the grievance is not resolved to the satisfaction of the parties at **Step 1**, then within ten (10) working days, seven (7) working days for loss of wages discipline of issuance of the Step 1 response, the grievance and response shall be presented to the City Administrator. The City Administrator shall schedule a meeting with the grieved employee, his/her steward or union representative and their Department head to hear the facts regarding the grievance. The City Administrator shall respond in writing within ten (10) working days after the scheduled meeting.

Step 3:

- a) **Final and Binding Arbitration.** If the grievance is presented and not resolved at Step 2, the Union may refer the dispute to final and binding arbitration.
- b) **Notice-Time Limitation.** The Union shall notify the City in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the City Administrator's findings.
- c) **Arbitrator-Selection.** After timely notice, the parties will select an arbitrator in the following manner:
 - i. The parties shall request that the Employment Relations Board (ERB) submit a list of seven (7) names from the ERB register. If the parties cannot mutually agree on an arbitrator from the list of seven (7) then the parties shall alternately strike names with the party advancing the grievance striking first. The remaining name shall be the arbitrator.
- d) **Decision-Time Limit:**
 - i. The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
 - ii. Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority hereinafter provided for.
- e) **Limitations, Scope and Power of the Arbitrator:**
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the City or the Union.
 - iii. The arbitrator shall consider and decide only the issue raised at **Step 1.** The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at **Step 1.**
 - iv. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

f) Arbitration Award-Damages-Expenses:

- i. Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- ii. The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
- iii. The arbitrator shall not have authority to award punitive damages.
- iv. Each party hereto shall pay expenses it incurs as costs associated with the presentation of the case, and one-half the expense of the arbitrator.
- v. If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

ARTICLE 10 – NO STRIKE-LOCKOUT

- 10.1** Continuity of Service. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary to this objective: Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, sympathy strike, slow down or other interference with City functions by employees of the City, and should the same occur, the Union agrees to take appropriate steps to end such interference immediately. City employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the City, up to and including termination of employment.
- 10.2** No Lockouts. The City agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 11 – SENIORITY

- 11.1** City Service Seniority. Seniority is determined by an employee's length of continuous service with the City since the employee's last date of hire as a regular employee; or in the case of a part-time employee, from the last date of hire as a regular part-time employee. In the case of layoff, seniority is based on continuous service within a classification within a particular department or division.
- 11.2** Breaks in Service/Loss of Seniority. An employee's seniority shall be broken by voluntary resignation, layoff for a period of twelve (12) consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within twelve (12) months, there will be no break in seniority except for the time the employee was not working which will not count as part of continuous service for any purpose. Seniority shall not be earned during an approved unpaid leave of absence; however, an approved leave of absence shall not constitute a break in service or cause a forfeiture of seniority.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1** Layoff Determination. The City may determine when layoffs are necessary. The City may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department with seniority and operational needs considered.
- 12.2** Layoff and Bumping Procedure. When it is necessary to reduce the work force, the City shall determine the number of employees by classification and department. The Union's Local President will be notified of the number of employees and classifications designated for reduction as soon as practical. Employees will be laid off in the following order giving equal consideration to the employee's qualifications, ability, experience and seniority within the affected classification, within the affected department or division.
- a. Summer help;
 - b. Temporary employees;
 - c. Probationary employees;
 - d. Employees in regular positions. Employees in regular positions may be laid off. An employee who is laid off by reduction in the work force shall have the right to bump to his/her last previously held job classification within the affected department or a position in a lower classification within the affected department for which the employee is qualified as determined by the City. In order to bump to a position, the City must agree that the employee has the necessary skill, ability and qualifications to immediately and properly perform the duties of the classification. If the City so agrees, the Employee may bump the least senior employee in the classification, provided the "bumping" employee is more senior than the "bumped" employee, and further provided that the employees who remain must have the necessary skill, ability and qualifications to perform the work required by the City. A bumping employee shall maintain seniority. An employee "bumped" shall have the right to bump in compliance with the preceding procedure. Employees affected by layoff who bump to a lower classification will be placed at the step in the lower pay scale which is closest to and less than the employee's former rate of pay.
- 12.3** Recall. Employees laid off will be eligible for recall for a period of twelve (12) months. No new employees shall be hired by the City in a position in which bargaining unit employees are on layoff until available employees placed on layoff who have previously held the position have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed twelve (12) months and that the employees keep the City advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall have been deemed to have received an offer within four (4) business days after the City mails the offer. An employee so notified must indicate his/her acceptance of recall within ten (10) calendar days from mailing of the notice and shall be back on the job within fourteen (14) calendar days of acceptance of the recall offer or shall forfeit all recall rights under this Article.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.1** Workday. The normal working day is from 8:00 a.m. to 5:00 p.m. with one (1) hour unpaid uninterrupted lunch for employees in the City. Adjustment in the regular working hours of the employees for the convenience of the City, the employees, and/or the public shall not be construed to be in conflict with this Agreement.
- 13.2** Workweek. The normal workweek consists of five (5) eight (8) hour days, or four (4) ten (10) hour days, between Monday through Friday.
- 13.3** Work Schedules. The parties agree, however, that the City may require employees to work different schedule(s) in order to meet the City's operational needs, as determined by the City in its sole discretion.
- 13.4** Changes. The City will make every effort to provide fifteen (15) working days' notice when making permanent changes to an employee's regular work schedule unless operational needs require otherwise.
- 13.5** Overtime: Overtime and compensatory time off for all non-FLSA exempt employees are covered by the following guidelines:
- a. No employee will work overtime unless approval is granted by the employee's supervisor (working overtime without approval subjects the employee to discipline).
 - b. When budgeted funds are available for approved overtime, the City will pay an employee at one and one-half (1.5) times his/her regular hourly rate for time worked in excess of forty (40) hours in one week, unless the employee elects to take such overtime in compensatory time as described below. Overtime also shall be paid pursuant to this provision for time worked in excess of eight (8) hours in a work day or in excess of ten (10) hours in a work day when an employee is assigned to work a 4-10 schedule, for regular full-time employees only, provided that such regular full-time employees have not taken any unpaid time off during the same workweek. If a regular full-time employee has taken unpaid time off during the workweek, overtime will be paid only for time worked in excess of forty (40) hours in one week.
 - c. If budgeted funds are not available for the payment of overtime and it is consistent with the needs of the City, such overtime may be allowed in compensatory time off at the rate of one and one-half times the overtime hours worked.
 - d. Overtime and compensatory time off will be computed and rounded up to the nearest one-quarter hour.
 - e. Compensatory time accumulation will not ordinarily exceed forty (40) hours. All compensatory time accumulated over forty (40) hours will be converted to overtime pay the following payday unless written exception to accumulate more than forty (40) hours is granted by the Department Head.
 - f. Compensatory time shall be scheduled and taken off only with the approval of the Department Head or his/her designee. Reasonable requests for compensatory time off will be granted, unless such request will unduly disrupt

City operations. Compensatory time off may be purchased by the City at any time.

- g. At the time of an employee's resignation or dismissal, the City will pay the employee for all accumulated overtime and compensatory time off.
- h. All paid time will be counted as "hours worked" for purposes of computing overtime.

13.6 Meal and Rest Periods. Unpaid meal periods of up to one (1) hour will be taken at designated times at or near the midpoint of the workday. Rest periods of fifteen (15) minutes will be permitted as work demands permit and as designated at or near the midpoint of each half-work day. Employees and Department Heads may establish the meal and rest period practices within respective offices of the City, not inconsistent with this Agreement.

13.7 Inclement Weather Policy. Except for regularly scheduled holidays identified, the City of Stayton is open for business on Monday through Friday during normal business hours. There could be rare or extreme circumstances beyond the control of the City, such as inclement weather, a national crisis, or other emergencies that make one or more of our facilities inaccessible. On such occasions, one or more of the City of Stayton’s facilities may be closed for all, or part of a regularly scheduled workday. In such an event, the City Administrator (or his/her designee) will make a decision and will endeavor to notify the City management team for the purpose of contacting employees. If no official notice has been received, the employee should refer to the North Santiam School District weather notices for snow and / or ice.

In the event of extreme inclement weather conditions, it is recognized that each staff member’s ability to safely reach the work place may be different. The safety and well-being of the employee should guide the employee decision. Staff who cannot report to work in such circumstances should contact their direct supervisor via phone, email, or voicemail.

The following compensation guidelines will apply to employees:

IF...	THEN...
Employee arrives late to work.	Absence is charged to comp time, vacation leave, or unpaid time off.
Employee cannot arrive to work.	Absence is charged to comp time, vacation leave, or unpaid time off.
Supervisor approves employee’s request to leave early.	Remaining hours are charged to comp time, vacation leave, or unpaid time off.
Due to adverse weather, national crises, or other emergencies, employee directed to arrive late by supervisor (under the direction of the City Administrator or his/her authorized designee).	Employee is paid for late arrival, no charge to leave accrual.
Due to adverse weather, national crises, or other emergencies, employee is sent home early by supervisor (under the direction of the City Administrator or his/her authorized designee).	Employee is paid for remainder of workday, no charge to leave accrual.
City facilities are closed due to adverse weather, national crises, or other emergencies under the direction of the City Administrator or his/her authorized designee.	Employee is paid for the entire workday, no charge to leave accrual.

ARTICLE 14 – HOLIDAYS

14.1 Recognized Holidays. Employees are entitled to the holidays listed below, with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January*
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	½ day December 24
Christmas Day	December 25

14.2 Holiday Coordination (Weekends and Earned Leave). Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, vacation or sick leave will not be charged for such holiday.

14.3 Holiday Pay.

- a. Work performed on a holiday shall be paid at one and one-half (1.5) times the employee's regular rate of pay in addition to the holiday pay.
- b. To be eligible for holiday pay the employee must work the regular work day before and the regular work day after the paid holiday, unless the employee is on sick leave, vacation, or compensatory time.
- c. Employees eligible for holiday benefits shall receive one (1) day's pay for each observed holiday on which work is not performed. The holiday benefit shall be based upon an eight (8) hour holiday/work day for full-time employees regardless of the hours of the regular work schedule. If an office or department schedules a four-day work week in any week in which a holiday falls, that office shall revert to a five-day, eight (8) hour work schedule. Regular part-time employees will be paid pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work days. They will not receive holiday pay for holidays that do not fall on one of their regularly-scheduled work days.
- d. Only those probationary employees who have completed at least thirty (30) days of City employment prior to the holiday are entitled to holiday pay.
- e. Temporary employees are not eligible for holiday pay.
- f. An employee will receive no holiday pay if the employee accepted scheduled work on a holiday and failed to report for work unless excused by the supervisor.

14.4 Compensatory Time in Lieu of Holiday Time. By mutual agreement, compensatory time may be given in lieu of holiday pay on a one to one basis. Such compensatory time must be accrued and used as stated in Article 11 relating to compensatory time.

ARTICLE 15 – VACATION

15.1 Accruals. Annual leave allowance for regular full-time employees shall be accrued monthly based on the following schedule of annual benefits:

0 through completion of 3 years:	Eighty (80) hours annually
3 years plus 1 day through completion of 5 years:	Ninety-Six (96) hours annually
5 years plus 1 day through completion of 10 years:	One-hundred twenty (120) hours annually
10 years plus 1 day through completion of 15 years:	One-hundred sixty (160) hours annually
15 plus one day or more years:	Two hundred (200) hours annually

- a. Years of service shall be full years of continuous service with the City as of the original date of hire of the employee, provided there has been no break in service since the original date of hire.
- b. Regular part-time employees shall be entitled to that fractional part of the vacation that the total number of hours of employment bears to the total number of full-time employment hours.
- c. Employees may not use earned vacation leave until after they have served the three (3) months.
- d. Temporary employees are not entitled to any vacation benefit.

15.2 Vacation leave is granted to give employees an opportunity to take time off from their job responsibilities and refresh themselves. The City believes it is important for employees to use vacation leave on a regular basis.

- a. For the first five (5) years of employment, each employee is required to take a minimum of forty (40) hours of vacation leave annually. For each year after five years of employment, each employee is required to take a minimum of eighty (80) hours of vacation leave annually.
- b. If an employee does not use up all accumulated vacation leave by the first day of January of any calendar year, the employee may carry over vacation leave up to the maximum number of hours listed:

Upon completion of 0 to 5 years of service	120 hours
Upon completion of 5 years plus one day to 10 years of service	160 hours
Upon completion of 10 years plus one day to 15 years of service	200 hours
Upon beginning of 15 years plus one day or more of service	240 hours

- c. On the first day of January of a calendar year, an employee will automatically lose any unused vacation the employee has accumulated over the maximum allowed in Section 15.2b. No other compensation will be given to the employee unless granted by the City Council in accordance with Section 15.3.

15.3 In the event an employee anticipates his/her earned vacation will exceed the maximum hours allowed for carry over to the next year, the employee may file a written request with his/her department head prior to the first day of January, that the City convert forty-hour blocks of vacation time into pay or to allow for up to forty (40) additional hours of vacation to be carried over for up to one (1) additional year. Approval or denial

of the request is at the discretion of the City. The conversion of earned vacation to pay or the carryover of forty (40) hours of vacation for up to one (1) additional year may be approved only by the City Administrator and only if he/she finds the following conditions exist:

- a. The department head has recommended approval of the request so that work priorities can be accomplished;
 - b. The City will benefit more from the employee's continued work than by his/her taking earned vacation time or a clearly justifiable cause;
 - c. The employee has taken a minimum of forty (40) hours of vacation during the preceding twelve months.
- 15.4** All vacations must be scheduled and approved by department heads in advance with due consideration being given to the desires of the employees and to the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.
- 15.5** Vacation leave will not be used in blocks of less than five (5) work days unless approved by the department head.
- 15.6** An employee who has completed six (6) months of employment and is terminated prior to using any or all of his or her vacation will be paid for the unused portion of the vacation time earned.
- 15.7** Employees will not accrue vacation time while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 16 – FAMILY AND MEDICAL LEAVE

- 16.1** FMLA/OFLA Leave. The City will provide family and medical leave consistent with the federal Family and Medical Leave Act and state law.
- 16.2** Availability. Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. Employees eligible for leave of absence under the Family and Medical Leave Act (“FMLA”) must have worked for the City for 12 months or more and have at least 1,250 hours of service during the 12 months immediately preceding the leave of absence. Employees may request federal Family and Medical Leave for:
- a. The addition of a child to the family through birth, adoption, or placement by foster care,
 - b. A serious health condition of the employee’s spouse, child or parent,
 - c. A serious health condition that prevents an employee from performing his or her job.
- 16.3** Pregnancy Related Leave. An employee with a pregnancy-related disability may be provided with a leave of absence for an additional 12 weeks if she is sick or temporarily disabled by pregnancy. This pregnancy-disability leave is in addition to Federal Family and Medical Leave. To be eligible for such leave, an employee must have worked an average of 25 hours per week during the preceding six months.
- 16.4** Leaves are Concurrent. Any leave, including paid leave, taken for an FMLA- or OFLA-covered reason will run concurrently with FMLA/OFLA leave. Unpaid leaves will run concurrently with unpaid FMLA/OFLA leave where allowed by law. Vacation and accrued sick leave must be substituted for unpaid FMLA/OFLA leave where allowed by law and will not extend the FMLA or OFLA leave entitlement.
- 16.5** Reasonable Notice Required. Employees must give the City thirty (30) days’ notice of the need for leave when it is foreseeable. An employee must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt business operations.
- 16.6** Medical Certification. The City may require a medical certification of serious health conditions and may require recertification from the employee’s health care provider and second and third opinions from an independent health care provider where appropriate and allowed by law. The City will pay the cost of all second and third medical opinions. The City will require employees returning from leave for their own serious health condition to provide a certification of fitness to return to work.
- 16.7** Intermittent Leave. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available, employees may, at the City’s discretion, be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.
- 16.8** Leave Calculation Year. The leave calculation year for FMLA/OFLA leave is 12 months starting with the first day leave is taken by the employee (12 month looking forward method).

ARTICLE 17 – SICK LEAVE

- 17.1** Accrual. In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the City provides regular full-time employees with eight (8) hours of accumulated sick leave per month. (Accrual shall begin during the probationary period for those hired to become regular full-time employees upon successful completion of the probationary period.) The City of Stayton will follow and remain compliant of all Federal and State Sick Leave requirements.
- 17.2** Part-time employees regularly working twenty-five (25) or more hours per week (20 or more hours per week for library employees) will earn sick leave at a rate proportionate to the minimum number of hours the employee is normally scheduled to work.
- 17.3** Sick leave will be calculated as follows: employees hired on the first day of the month through the 14th day of the month begin earning sick leave that effective the first of that month; employees starting on the fifteenth day of the month through the end of the month begin earning sick leave the following month).
- 17.4** Employees are eligible to use sick leave for the following reasons:
- a. Personal illness or physical disability. Illness requiring more than three (3) consecutive days off requires a doctor's release to return to work.
 - b. Quarantine of an employee by a physician for non-occupationally related disability.
 - c. Illness in the employee's immediate family when the employee is needed to care for a dependent living in the employee's household.
 - d. Medical or dental appointments which cannot be scheduled outside regular workday hours.
 - e. Disability or illness caused by pregnancy will be treated in the same manner as any other temporary physical condition requiring time off.
 - f. Funeral Attendance: The employee must actually attend the funeral. Sick leave will be granted as per the following provisions.
 - i. Up to five (5) days if the relative's designation is father, mother, wife, husband, brother, sister, daughter, son, and having one parent in common; and those relationships general called "step." Providing persons in such relationships have lived or have been raised in the family home and have continued an active relationship.
 - ii. Up to three (3) days for relatives such as first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.
 - iii. Up to one (1) sick day will be granted to attend other funeral services.
 - iv. Any additional bereavement leave must be charged to vacation.
- 17.5** Employees will be charged sick leave on the basis of one (1) sick leave hour for each duty hour absent.

- 17.6** Notification of Inability to Work: Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before scheduled starting time via phone, voicemail, or email. If an employee becomes sick during the day, the supervisor or designee must be directly notified before the employee leaves work. When sick leave is taken to care for a dependent, the City expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws and employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.
- 17.7** An employee who uses two (2) working days or less of sick leave, during a calendar year will be credited with a bonus of eight (8) hours of pay at the employee's regular rate of pay.
- 17.8** Unused sick leave benefits may accumulate from year to year to a maximum of six hundred (600) hours. Employees who had accumulated more than four-hundred and eighty (480) hours as July 1, 2002 will not lose any already-accumulated hours. They will not accumulate any more hours, however, unless and until they fall below the 600 hour maximum, after which time they may only accumulate up to the 600 hour maximum.
- 17.9** An employee who has at least one-hundred twenty (120) hours of earned sick leave may, with the approval of the City Administrator, donate ten (10) hours' sick leave to a fellow employee twice during each calendar year, provided that the two donations may not be to the same individual. The Administrator's determination will be based on his judgment of the need of the individual to receive such sick leave, and his decision is not subject to appeal.
- 17.10** Employees are not paid for unused sick leave upon employment termination.
- 17.11** Concurrent Leaves: Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers' compensation leave, leave as a reasonable accommodation for a qualified individual with a disability, FMLA/OFLA leave, unpaid leaves of absence, may all run concurrently and be counted against the employee's family medical leave entitlement. The City may designate any type of leave as FMLA/OFLA leave if the leave is used for a FMLA/OFLA purpose covered by the FMLA and/or OFLA.
- 17.12** Medical Certification: An employee on sick leave that is running concurrently with another type of leave, for example, FMLA leave or personal leave, must provide the medical certification required for any and all applicable types of leave.
- 17.13** Employees will not accrue sick leave while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES

18.1 Wages. Employees shall be compensated in accordance with the job grade and salary range chart attached to this Agreement and marked as Addendum "A". Regular part-time and temporary or seasonal employees shall be compensated for wages in accordance with the hourly rate derived from the salary schedules set forth in this contract.

18.2 Wages for New Positions. In the event a new position is created, the City will establish the wage for the new position and notify the Union.

18.3 Wage Advancement.

- a. Upon completion of six months of employment, employees eligible for retirement benefits shall be granted a one-time six percent (6%) salary increase for the purpose of offsetting subsequent payroll deductions for retirement plan contributions.
- b. Upon the City's determination that an employee has successfully completed his/her probationary period, the employee may be granted an annual step increase on their first anniversary date (measured as one full year of service following date of hire).
- c. Permanent employees, except those who have reached the top salary step for their classification, may be granted an annual step increase on subsequent anniversary dates (measured as each subsequent full year of service following employee's hire date or date of subsequent promotion, i.e., a promotion will result in a new anniversary date) if they receive a performance rating of at least satisfactory, as reflected in a performance appraisal completed by the employee's supervisor.

Employees who have reached the top salary step for their classification shall continue to be subject to annual performance appraisals as a measure of the employee's ongoing performance and as an opportunity to refresh the employee's and supervisor's mutual understanding of the supervisor's performance expectations.

- d. All salary step increases are discretionary, are subject to availability of funds, and must be recommended by the employee's supervisor and/or Department Head and approved by the City Administrator. Annual evaluations shall be done on a timely basis. When an evaluation is not accomplished by an employee's anniversary date, any merit increase granted to the employee shall be retroactive to the employee's anniversary date. Denial of a merit increase shall not be arbitrary or capricious. Whenever possible, an employee shall be made aware of performance deficiencies upon which a merit increase may be denied and, whenever possible, given an opportunity to correct the deficiency prior to the annual review.

- 18.4** Pay for Temporary Change in Job Grade. Each employee shall be paid at the regular rate of pay for their job grade for all work done, except as follows:
- a. Any employee working out of class at a higher grade job than the employee's regular rating shall be paid a premium of 10% of their regular rate of pay, beginning with the first day of their working out of class.
- 18.5** Pay Period. Employees will be paid on the last day of the month. If the last day of the month, falls on a Saturday or Sunday, payday will be the preceding Friday.
- 18.6** Time Records. Time cards must serve as an accurate record of the time for which each employee is paid wages. Each employee is expected to record accurately all time spent working on City business.

ARTICLE 19 – OTHER LEAVES OF ABSENCE

- 19.1** Military Leave. The City will grant employees military leave in accordance with applicable state and federal law.
- 19.2** Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness in court, he/she will not suffer any loss and will receive his/her regular wages while serving on the jury or serving as a witness. Employees serving as jurors or as a witness will transfer to the City any payment he/she receives for the performance of this duty, except mileage reimbursement. The employee will be granted a reasonable time-off duty to serve as a witness or juror without loss of pay, earned vacation, or sick leave. This provision does not apply to any absence when the employee is a plaintiff in the litigation, or a defendant in litigation which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.
- 19.3** Leaves of Absence Without Pay. The City may grant a leave of absence without pay to an employee for good and sufficient reasons as determined by the City, in its sole discretion. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status. If a leave of absence without pay is granted, the employee shall not accumulate seniority during such absence, will receive no benefits during such absence, and may be reinstated upon return to work from the leave of absence without pay subject to the following:
- a. An employee must have exhausted all applicable paid leaves (sick leave, vacation leave, etc.) prior to being eligible to request a leave of absence without pay; and
 - b. Subject to the City's prior approval, a leave of absence without pay may be for up to twelve (12) months. An employee who is permitted by the City to return to work from a leave of absence without pay shall report to work within 24 hours of the final date of the leave or be subject to termination; and
 - c. If the City approves a leave of absence without pay, approval shall be in writing and shall indicate the starting date and ending date of such leave of absence without pay; and
 - d. The employee's return to work is subject to the City's approval based on the City's sole assessment of availability of positions, work load, service needs, budget constraints and changes in work.

ARTICLE 20 – POLICIES OF GENERAL APPLICATION

The City shall have the right to adopt a “Uniform Personnel Policy and Procedure” document applicable to the bargaining unit which provides for personnel policies not inconsistent with those policies in this Agreement which constitute mandatory subjects of bargaining. If any part of the Uniform Policy conflicts with this Agreement, this Agreement shall prevail until the parties have bargained concerning the subject to impasse or agreement.

20.1 Drug Testing. The City may adopt and enforce a drug testing policy, which may include reasonable suspicion, pre-employment, follow-up and return-to-work drug and/or alcohol testing. Employees possessing a CDL will also be subject to random and post-accident testing in accordance with DOT regulations. The parties agree that such policy will provide for an opportunity to continue working following a first positive drug or alcohol test, provided the employee complies with the policy’s requirements for continued employment, and that it will provide for immediate termination of employment upon a second positive drug or alcohol test.

20.2 Job Vacancy, Job Posting, Promotions. Employees covered by this Agreement may apply for available positions. Job announcements will be posted in the affected department and on a central bulletin board when a job vacancy or new position becomes available and will reflect, at a minimum:

- a. The department where the opening exists, contact person and telephone number;
- b. Classification specifications and required qualifications (i.e., education, training, skills, experience);
- c. Job title;
- d. Salary range;
- e. Opening and closing date;
- f. Date posted.

It is the City's right and option to determine whether or not to fill a vacant position, and the manner of filling the position. Job announcements will be posted for a minimum of a five (5) work day period. The City has the right to implement outside postings and advertise concurrent with bargaining unit postings.

Any employee or outside applicant applying for a posted position shall comply with the selection process established by the City and complete an employment application form. This application will be submitted to the City Administrator. Requirements for the position must be met as described in the appropriate job announcement.

The City shall have the right to select the individual for the available position, whether it be a current employee or an outside applicant. The City shall make the sole determination taking into consideration knowledge, skill, ability, past performance, experience and competence. Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for the supervision over them and the Department Head.

- 20.3** Trial Service Period. A regular employee who is promoted or transferred to another position, shall serve a six (6) month trial service period to demonstrate their fitness to perform the duties of the new position. Should a regular employee who has been promoted within a department fail to qualify for the higher classification or should they decide they do not want the job, the employee shall be returned to their previous job within the department within six (6) months of accepting the position.
- 20.4** Uniforms. The City will provide employees with uniforms if such uniforms are required by the City, provided, however, that the maximum expenditure for such uniforms shall be \$450 per employee, per year. The \$450 maximum shall not include rain gear or safety glasses for public works employees, which also shall be provided by the City
- 20.5** Certifications and Licenses. The City shall pay for all fees associated with the maintenance of licenses or certifications which are a condition of employment with the City, including CDLs, and the physical exams associated with CDLs, provided, however, that if health insurance covers the physical exam, the City will pay only the employee's actual out-of-pocket expense for the CDL physical exam.

ARTICLE 21 – ON-CALL AND CALL-BACK PAY

This Article 21 shall apply to Public Works employees only.

- 21.1** Public Works field employees shall forego the carrying of their pager. In place of carrying the pager the department shall formulate a rotating list by inverse seniority to be called out in case of emergencies. Employees shall be paid time and ½ their normal rate of pay for all hours worked when they respond to an after-hour problem with a minimum two (2) hour call out.
- 21.2** Wastewater treatment facility employees will rotate on-call duty and carry a cellphone for after hour emergencies. The phone duties shall be assigned and rotated for 7 days per week. The designated employees will respond to after-hour emergencies. Employees will be compensated \$30.00 per day for each day they carry the phone plus time and ½ their normal rate of pay for all hours worked when they respond to after-hours problems with a minimum two (2) hour call-out.
- 21.3** Employees carrying a cellphone as described in Sections 21.2 above may take a service truck home for the duration of the time they are scheduled to carry the cellphone and live within twenty five (25) miles of the City Limits, or at the discretion of the City Administrator.
- 21.4** Public Works employees who take City vehicles home after-hours shall not use the City vehicles for personal business.
- 21.5** When the on-call person receives a call, they will respond to the emergency within twenty (20) minutes of the page.

ARTICLE 22 – NON-DISCRIMINATION

- 22.1** Union Activities. The City and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union, including membership or non-membership in the Union.
- 22.2** Protected Classifications. The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, marital or family status, or disability which may be accommodated reasonably.

ARTICLE 23 – COMPLETE AGREEMENT

All employee rights and benefits shall be limited to the express terms of this Agreement. The parties agree that upon the effective date of this Agreement, all prior practices, understandings, grievance settlements, side letters, and any department agreements shall be null and void, whether written or oral. Any new agreements must be in writing and signed by both parties.

ARTICLE 24 – BARGAINING UNIT WORK

The parties agree that no work “belongs” to any particular classification, or to the bargaining unit. Nothing in this Agreement shall limit the right of any individual to perform any work duties, or limit the City’s ability to assign any individual, whether inside or outside the bargaining unit, to perform any duties whatsoever.

ARTICLE 25 – SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Oregon law, and if applicable, Federal Law. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the City within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Oregon. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall 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 a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26 – SAFETY

- 26.1** Employee Responsibility. Every employee is responsible for safety. To achieve the City goal of providing a safe workplace, everyone must be safety conscious. Employees shall report unsafe or hazardous conditions directly to a supervisor immediately. Employees will participate in all required safety training programs offered by the City.
- 26.2** Management Responsibility. The City acknowledges the importance of providing a safe workplace. The City will follow all applicable state and federal laws related to workplace safety, including maintaining a safety committee in accordance with state law.

ARTICLE 27 – HEALTH AND WELFARE

- 27.1** Health Benefits. The City retains the right to change insurance carrier, and/or plan features, if premium increases in the current plans make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to continue to offer medical plans with benefits. In the event that the City determines that a change in carrier or plan features becomes necessary under this provision, it will notify the Union of the proposed change(s) and discuss same. The parties acknowledge that they do not have control over tier structure or the plan year configuration of the insurance provider, but do recognize the potential duty to bargain significant impacts caused by such changes.

The City shall agree to fund the existing (HRA VEBA) accounts each year. Regular Part-time employees with City medical plan coverage, HRA/VEBA contribution paid by the City will be based on the pro-rated benefit outlined in Article 2.2. Employee contributions in future years shall increase by an amount equal to 25% of any premium increases.

- 27.2** Life Insurance. The City shall provide life insurance coverage for each employee in the amount of \$10,000, and shall provide coverage for employees' insured dependents in the amount of \$10,000, both at no cost to the employee.

- 27.3** Retirement. The City shall continue the retirement plan in effect as of July 1, 2004, including employee contributions effective as of that date, provided, however that the City retains the right to change plan administrator and/or plan features, if actuarial valuations or changes in the law make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to offer substantially equivalent benefits.

In the event that the City determines that a change in the plan is necessary, it will notify the Union of the proposed change(s) and bargain with the Union over the impact of such change(s), upon request from the Union. In the event that the City determines that a change in plan or plan administrator is necessary, the City shall arrange a presentation to employees to explain the change(s) and answer questions.

Notwithstanding the foregoing, the City retains the right to make fiduciary decisions regarding the plan consistent with the plan documents.

Any changes to the plan will apply to all plan participants.

Any plan document changes shall be provided to the Union.

- 27.4** Other Benefit Plans. The City shall continue all other current Benefit Plans, all of which are made available to City employees at the employee's own cost, and with no cost to the City. The City shall continue the foregoing plans as long as the plans are available, and as long as there is no cost to the City to continue those plans. In the event that one or more of the foregoing plans is no longer available, and/or is no longer available at no cost to the City, the City will notify the Union.

ARTICLE 28 – WAGE SCALE and COLA

Note: Rate of Progression Step increments is 5%

- 28.1** Advancement from one step to the next shall be in accordance with Section 18.3 (B) and (C) of the Collective Bargaining Agreement.
- 28.2** Cost-of-living adjustment (COLA). Effective July 1, 2016 and July 1, 2017, the COLA shall be based on the all-US CPI-W over the prior twelve month period beginning May 1st and ending April 30th, with a minimum of 1% and a maximum increase of 2% in each year. The wage adjustments effective July 1, 2018 shall be determined by the parties in a limited wage re-opener negotiation to determine wage adjustments and other issues related to the implementation of the wage/total compensation comparability study which the City will conduct prior to that time.

ARTICLE 29 – WAGE/TOTAL COMPENSATION COMPARABILITY

- 29.1** The City of Stayton and AFSCME agree that a Total Compensation Wage Study is a priority and needs to be performed for all paid City of Stayton positions, exempt and non-exempt. Recognizing that emergent needs can shift focus and resources, the City agrees to make a good-faith effort to adhere to the following timeline:
- a. The parties agree that updated and correct position descriptions must be in place prior to beginning the study. The position descriptions update will be completed by April 1, 2017.
 - b. A vendor will be selected by August 1, 2017. The City will involve AFSCME in the selection of an organization/vendor to complete the study, input on which cities will be used for comparability and access to the final Total Compensation Wage Study. The goal is to have the study completed by March 1, 2018.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of June, 2017.

THE CITY OF STAYTON, OREGON

COUNCIL 75, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES

By: Henry A. Porter
Henry A. Porter, Mayor

By: Diane Lovell
Diane Lovell, Council 75

By: Keith D. Campbell
Keith D. Campbell
City Administrator

By: Mark Flande
Mark Flande
Vice President Local 3222

Attest: Alissa Angelo
Deputy City Recorder
Alissa Angelo