



COLLECTIVE BARGAINING AGREEMENT
between
CITY OF WOODBURN
&
CITY OF WOODBURN LOCAL 642
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO.

July 1, 2019 – June 30, 2022

PREAMBLE

This Agreement is entered into between the City of Woodburn, Oregon, hereinafter referred to as the City, and the City of Woodburn Local 642, American Federation of State, County, and Municipal Employees AFL-CIO, hereinafter referred to as the Union. The purpose of this Agreement is to set forth the entire Agreement between the parties on matters relating to wages, hours, working conditions, and fringe benefits.

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ARTICLE 1 – RECOGNITION

1.1 INCLUDED POSITIONS:

The City recognizes the Union as the sole and exclusive bargaining agent for full-time and part-time (regularly scheduled to work 20 hours per week or more).

Employees in the bargaining unit with respect to matters relating to wages, hours, and working conditions. Appendix A, attached hereto and by reference incorporated herein, is a listing of all bargaining unit employees.

Supervisory employees and confidential employees as governed by State statute, irregular part-time employees regularly scheduled to work less than twenty (20) hours per week (except in circumstances that they must replace full-time and part-time employees on a temporary basis), seasonal and special projects employees, who shall not be employed by the City for more than nine (9) months in any calendar year, and persons hired for a limited period of time for training funded in whole or in part, by the state, federal, or other governmental unit are specifically excluded.

Part time Library staff: Two (2) Part-Time Librarians may work up to 25 hours/week and be exempt from health benefits coverage (not transferable to other departments).

1.2 NEW POSITIONS:

In the event the City creates a new classification or revises a current classification that would place the classification in the bargaining unit, the Union will be notified of such classification before any employees are hired in such new classification. If the Union disagrees with the proposed salary range, the Union shall notify the City within fifteen (15) days in writing if it wishes to discuss the wage or other conditions of employment for the classification, and an additional fifteen (15) days in which to commence discussion on the issue. If the parties are not in agreement over the proposed salary range or other issues, the City may fill the position with its proposed salary rate serving as a provisional salary rate until the above-described discussions have resulted in an agreement on the issue. If the parties subsequently agree upon a salary rate that is different than the initial City-proposed rate, such agreed-upon rate shall be retroactive to the date that the position was filled.

ARTICLE 2 - UNION RIGHTS

2.1 UNION DUES:

1. The City agrees to deduct the Union membership dues and other authorized fees or assessments from the pay of those employees who have affirmatively consented to- and authorized such deductions in writing. Unless otherwise required by law, affirmative consent and authorization for the deduction of membership dues will be evidenced by the Union providing the City with a copy of any new member's signed AFSCME Local 642 membership card.
2. Union dues will be deducted from each employee's paycheck and disbursed to the Union on schedule with the City's biweekly pay period. The aggregate deductions of all employees shall be remitted by Automatic Clearing House (ACH) transfer to AFSCME by the tenth (10th) day after such deductions are made.

3. Along with the remittance of employee deductions, the City shall also provide electronic employee list(s) to the Union by the tenth (10th) day after deductions are made. Such list(s) shall include: all new and terminated employees in the bargaining unit, the listed names of employees with first and last name in separate columns, the employee's ID, address, date of birth, job title, and the employee's membership dues amount contribution for the subject pay period.
4. Employees are subject to the terms of their Union membership. The amount of dues to be deducted for Union-represented employees shall be indicated by the Union to the City in writing and shall be effective on the date indicated by the Union.
5. The Union will indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Union and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

2.2 BUSINESS REPRESENTATIVES:

The Union shall provide the City with an updated list of authorized representatives, who shall number no more than two at any one time. Union activities will normally be carried on outside of working hours. Use of any City location deemed a public facility shall be available to the Union on the same basis as any other organization.

Reasonable access to employee work locations shall be granted to the authorized representative, provided the visit does not interfere with the normal operations of the department or with established safety or security requirements.

2.3 STEWARDS:

The Union shall make a diligent effort to have in place a minimum of two and up to four stewards, one of whom shall serve as Chief Steward.

The Union shall provide the City with timely written notification of all steward appointments. All meetings held with City management pursuant to Steps I through IV of the Grievance Procedure (Article 18) hereof, shall include the grievant and/or one union representative of the Union's choosing. Stewards who attend meetings with City representatives pursuant to the above shall suffer no loss of regular pay as a result of such attendance. The City shall, however, be under no obligation to hold such meetings during the paid time of the stewards and other employees attending same. Except as provided above, all time taken off by stewards shall be without pay. It shall be the responsibility of each individual employee to provide reasonable advance notice to his or her immediate supervisor when time away from the job will be required under this section. Union Representatives may attend meetings held pursuant to any step of the Grievance Procedure, provided the City has received reasonable advance notice of such attendance.

2.4 BULLETIN BOARDS:

In accordance with past practice, the Union will be allowed use of adequate space on designated City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meeting, Union social and charitable activities, and posting of official Union publications.

2.5 CONTRACT RENEWAL:

The Union's negotiation team, to be comprised of no more than three on-duty employees, shall be permitted to attend negotiating sessions with the City without loss of their regular pay relative to securing contract renewal; provided, however, that such release from duty time shall not exceed an aggregate of ninety (90) working hours. It shall be the responsibility of each individual employee to provide reasonable advance notice to his or her immediate supervisor when time away from the job will be required under this section.

2.6 CONTRACT DISTRIBUTION:

The City shall, at no cost to the Union, provide the Union with the original paper and digital copy of this Agreement. The Union shall provide at its cost a copy of this Agreement to each current employee, and the City shall provide at its cost a copy of this Agreement to each employee who is hired during the term of this Agreement.

2.7 ADDRESSES:

The City will provide current home addresses it has on record for all bargaining unit employees each fiscal year at the request of the Union.

ARTICLE 3 - NON-DISCRIMINATION & ANTI-HARASSMENT POLICY

The City maintains a Non-Discrimination Policy and Procedures to address workplace harassment, discrimination, and retaliation that violates state and federal law. This policy document was most recently adopted in January 2017, with a commitment from the City to review the policy every three years or as state and federal regulations are revised and necessitate a change in the policy or procedures.

It is recognized that both state and federal law provide the means for resolution of discrimination and harassment questions. Therefore, a claimed violation of the provisions of this Article shall not serve as the basis for a claim of a violation of this Agreement.

ARTICLE 4 - HOURS OF WORK

4.1 GENERAL PROVISIONS:

A full-time employee's work week shall consist of five (5) consecutive work days, not necessarily Monday through Friday, followed by two (2) consecutive days off. A full-time employee's regular workday shall be eight (8) consecutive hours except for an unpaid lunch period. Except in an emergency or in such instances that a shift position is vacant due to a circumstance outside the control of the City, such as illness on a temporary basis, established work schedules showing workdays, shift assignments, and work hours will not be changed without fourteen (14) calendar days written notice to affected full-time employees. For the purposes of this Agreement, emergency shall be defined as the performance of City functions or services necessary to protect or reserve the lives, safety, health, or property of the citizens of Woodburn threatened by unusual or unforeseen circumstances. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

4.2 WORK DAY AND WORK SHIFT ROTATION:

When a change in the assigned work day schedule or change in shift occurs, the provisions of 4.1 shall not apply. Such rotation shall not normally occur more than once each four weeks. In such instances, overtime shall not be required unless it is required under Article 9 of this Agreement.

4.3 SHIFT ASSIGNMENTS:

Excepting probationary employees, who may be assigned to work any shift, the City shall do one of the following within each operational area:

1. Allow employees within a given classification and job assignment to select their shift assignment based upon seniority with the most senior employee to select his or her desired shift first; or
2. Provide for a rotation of shift assignments whereby all employees within a given classification and job assignment serve an equal amount of time on each of the available shifts or work schedules.

4.4 WORK SCHEDULE FLEXIBILITY:

It is not the intention of this Article to prevent the City and an individual employee from mutually agreeing to alternative work schedule(s). Such alternative work schedule may be initiated by either the City or an employee(s), but must be reduced to writing before it is implemented. In the event an employee requested flexible work schedule is denied, the employee shall be provided the operational reason for such a refusal by the Department head. Refusals of flexible scheduling by the Department Head are not grievable but may be subject to review by the City Administrator. In all cases, the City reserves any and all management rights related to scheduling employee work hours, or any other rights that may be applicable under this article. An alternative work schedule shall conform to the requirements of the Fair Labor Standards Act but may be at variance with the provisions of 4.1, 4.2, and 4.3 of this Article and may also, notwithstanding the provisions of 9.1, allow an employee to agree to a work schedule that includes more than eight (8) hours of daily work without overtime pay.

4.5 PART-TIME EMPLOYEES:

Part-time employees are included under the provisions of this Article as it is applicable to their work assignments.

ARTICLE 5 - HOLIDAYS

5.1 HOLIDAYS OBSERVED:

Employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after the fourth Thursday of November
Christmas Eve	last half of the shift on December 24

Christmas Day

December 25

After completion of six (6) months of continuous service, each employee shall be entitled to one (1) floating holiday with pay during each fiscal year. The floating holiday shall be taken at the option of the employee, subject to the operating requirements of the City operations. Part-time employees shall earn pro rata holiday benefits based on the relationship of their regularly scheduled work week bears to that of a full-time employee.

5.2 HOLIDAY PAY:

Eligibility for holiday pay shall require 90 calendar days of employment.

If an employee's scheduled day off falls on such holiday, he or she shall be granted a holiday with pay to be taken at the mutual convenience of the employee and the City.

Whenever a holiday occurs during an employee's authorized leave with pay, eight (8) hours of such leave shall be charged to holiday time.

Employees required to work on a recognized holiday shall be compensated for all hours worked on the holiday at one and-one-half times (1-1/2) times their regular rate of pay, in addition to their regular holiday pay. In lieu of holiday premium pay, the city and an employee may agree to an alternative day off with pay. Such agreement shall be in written form and executed prior to the holiday.

When a holiday occurs on a day which an employee is regularly scheduled to work more than eight hours (such as for an employee working a four 10 hour day schedule), the employee may choose one of the following options:

1. Receive eight (8) hours of holiday pay and charge two (2) hours against any of the employees accrued leave, except sick leave;
2. Receive eight (8) hours of holiday pay and forfeit two (2) hours of pay;
3. Change to a work schedule of five 8-hour days for the entire week. To select this option the employee must notify the supervisor at least seven (7) days in advance of the start of the work week and receive approval from the supervisor to do this; or
4. With the supervisors' approval, work two (2) extra hours during the same work week. These two (2) extra hours will be paid at the employee's regular rate of pay.

5.3 WEEKEND HOLIDAYS:

Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the previous Friday shall be observed as the holiday. In the case where Christmas Day falls on a Monday, Christmas Eve will be observed on the preceding Friday.

ARTICLE 6 - VACATION

6.1 VACATION ACCRUAL:

Full-time employees shall accrue working days of vacation per calendar year outlined below.

Accrued vacation shall be credited as earned in accordance with the above, except that vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completed the first six (6) months of continuous service.

An employee's earned but unused vacation credits shall not be allowed to accumulate beyond double his or her annual accrual rate. Employees who are unable to use vacation due to unusual or catastrophic circumstances, the City's operational needs, or due to a medical or worker's compensation leave where sick leave use is required first, may be allowed an exception to the maximum accrual rule, provided all other options are exhausted and a request is made to the employee's Department Director and the HR Director.

The City may initiate a mandatory vacation of sufficient duration to reduce unused vacation below the maximum allowable accumulation.

Part-time employees shall earn pro-rata vacation benefits based upon the relationship their regularly schedule workweek bears to that of a full-time employee.

Vacation accrual schedule

An employee will, upon successful completion of their probationary period be credited with 44 hours of vacation. Below is the table of the vacation accrual schedule.

Length of Service	Full-Time Hourly Accrual Per Month	Full-Time Days Per Year	Max Accrual in Days
7-24 months-Up to year 2	7.34 hours	11 days	22 days
25-48 months - Begin of year 3 to end of year 4	8 hours	12 days	24 days
49-72 months - Begin of year 5 to end of year 6	10 hours	15 days	30 days
73-108 months - Begin of year 6 to end of year 9	11.34 hours	17 days	34 days
109-156 months - Begin of year 10 to end of year 13	12 hours	18 days	36 days
157-168 months - Begin of year 13 to end of year 14	13.34 hours	20 days	40 days
169-228 months - Begin of year 15 to end of year 19	14 hours	21 days	42 days
229-240 months - Begin of year 20 to end of year 20	14.67 hours	22 days	44 days
241-252 months - Begin of year 21 to end of year 21	15.34 hours	23 days	46 days
253-264 months - Begin of year 22 to end of year 22	16 hours	24 days	48 days
265 + months - 23+ years	16.67 hours	25 days	50 days

6.2 VACATION UTILIZATION:

Starting on the 1st business day of April and for the remainder of the month, the City shall circulate or post within each department or division, as applicable, a signup register. Such register shall be posted/circulated to employees in the order of their seniority, beginning with the most senior

employee. At the time such vacation sign-up register is posted/circulated, each employee shall have the opportunity to designate one uninterrupted period for vacation within those parts of the upcoming fiscal year when utilization of vacation will be allowed. Following the circulation of the vacation sign-up register, each employee may schedule any remaining accrued vacation on a first-bid basis; that is, the first employee to request vacation for a period when the utilization of vacation is allowed shall, subject to operational needs of the City, be allowed to utilize vacation. The foregoing shall not preclude the possibility of several employees within a given department or division, as applicable, being allowed to take vacation at the same time, nor shall it preclude the possibility of denying requested vacation to an employee or several employees while other employees are allowed to take vacation when such denial of vacation is due to operational requirements that do not uniformly affect all employees in the given department or division. Nothing in this article precludes the granting of vacation outside of the bid process, at any time, so long as such approval does not provide operational difficulties for the department or division.

6.3 INCLEMENT CONDITIONS:

In the event inclement conditions exist to the extent that the employee cannot safely travel to the work site, and neither the City nor the employee can determine an alternative method of transportation, the employee may use accrued vacation leave or compensatory time to cover their absence.

In the event that the City Administrator closed one or more the City's operations center(s) due to inclement weather, all employees affected by the closure will receive the same benefit of paid hours if paid hours are available.

6.4 TERMINATION:

Upon the termination of a regular employee, he or she shall be paid for all unused vacation at his or her current rate of pay. In case of death, compensation for accrued vacation leave shall be paid in the same manner the salary due the deceased is paid to the estate/spouse.

ARTICLE 7 - SICK LEAVE

7.1 SICK LEAVE ACCRUAL:

Full-time employees shall accrue sick leave at the rate of one eight-hour (8-hour) day for each full calendar month of service from the first month of employment to a maximum of one hundred eighty (180) eight-hour (8-hour) days.

Part-time employees shall accrue prorated sick leave benefits based on the relationship their regularly scheduled work week bears to that of a full-time employee. Accrued but unused sick leave shall not be compensated upon termination or death.

7.2 SICK LEAVE UTILIZATION:

If any employee is unable to work his or her regularly scheduled work day(s) by reason of illness or injury, accrued sick leave shall be applied subject to the following limitations:

1. **Secondary Employment:** Unless the employee has notified the City in advance and received approval, sick leave benefits shall not be allowed when an employee is working for another employer, or otherwise engaged in an activity for profit during the period of disability.

2. **Industrial Accidents:** Employees who become eligible for worker's compensation benefits and who are off work due to a compensable injury shall be allowed to use accrued sick leave to supplement the worker's compensation so as to receive their regular gross wage. Employees can also use sick leave for the three (3) day waiting period for worker's compensation benefits.
3. **Doctor's Certification:** They City may, through the employee, request verification from the employee's health care provider that substantiates the injury or illness preventing the employee from working. An employee may be required by their department head or designee to provide a release to return to work form the employee's health care provider upon injury or illness.
4. **Family Illness:** Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, or by serious illness or disability in their immediate families requiring the presence of the employee, or any other purpose provided by FMLA, OFLA, or Oregon SB 454 (2015) for such period as the employee has accrued sick leave. Immediate family is defined as: husband, wife, mother, father, son, daughter, foster children, brother, sister, father-in-law, mother-in-law, grandparents, or other relative living in the employee's household.

If the City has reason to believe that an employee may have been abusing sick leave, it may, by prior written notification to that employee, require a physician's certification of illness for absences of three (3) days or less as a condition of receipt of sick leave benefits.

In addition, a physician's certification of fitness to return to work may be required if there is some reason to question the employee's fitness to perform his or her assigned duties.

7.3 SICK LEAVE LIMITATIONS:

1. **New Employees:** Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.
2. **Notification:** The employee shall notify his or her immediate supervisor in accordance with procedures that may be established by such supervisor of the need for sick leave as soon as possible after his or her knowledge of the need. If the employee fails to notify his or her supervisor in a timely manner, it shall be cause for denial of sick leave benefits.
3. **Abuse:** The abuse of sick leave shall be cause for disciplinary action.

7.4 FMLA/OFLA SICK LEAVE:

Employees, who meet the requirements, may be eligible for federal or state protected leave such as the Family Medical Leave Act (FMLA) and Oregon Family Medical Leave Act (OFLA).

ARTICLE 8 - INSURANCE AND RETIREMENT BENEFITS

8.1 LONG-TERM DISABILITY ("LTD") INSURANCE:

The City shall provide a long-term disability insurance benefit that insures sixty-six and two thirds percent (66 2/3%) of the employee's gross base salary at the time of disability or illness, if the employee

is disabled or becomes ill and is unable to work. This coverage shall provide protection when ninety (90) calendar days have elapsed from the time of injury or illness. Benefits paid by LTD insurance are not considered City paid leave or City paid time. Employees on LTD who have exhausted all paid leave will be placed on leave without pay status. The employee on leave without pay status may at their own expense purchase health insurance coverage as allowed by law.

If the provisions of this Section 8.1 conflict with the actual policy language or the decision of the insurer, the policy and/or the insurer's decision shall prevail and such matters shall not be subject to the grievance procedure.

8.2 MEDICAL DENTAL VISION INSURANCE:

The City agrees to offer two Health plans from which employees may choose; The Kaiser Plan or the Regence Blue Cross High Deductible Health Plan (with a Health Savings Account (HSA)). Kaiser participants will not be eligible for the HSA account.

The City's contribution for eligible employees and their eligible dependents (as defined by the Plan Administrator) shall be 85% of the monthly premiums for City-offered health insurance (medical, dental, and vision), plus the Health Savings Account contribution for Regence Blue Cross participants only as outlined below. Employees are eligible to enroll in the City-offered health insurance if the employee is regularly scheduled to work 20 or more hours per week. For part-time employees regularly scheduled to work 20 or more hours per week, the City's contribution to the HSA and the medical plan premiums shall be prorated based on the budgeted FTE of the position.

Funding for all employees enrolled in the Regence Blue Cross High Deductible Plan to the employee's HSA account will be 100% of the deductible.

Employees eligible to receive City contributions to their HSA account, will receive payments from the City on a bimonthly basis on schedule with the employee's pay period. The amount of the bimonthly contribution will equal the deductible total, based on the employee's health plan level, divided by twenty-four (24) pay periods over the year. As with the employee health coverage premium, there will be two (2) pay periods annually for which no contributions will be made.

It is also noted that the insurance coverage's run on a calendar year and therefore funding to the HSA will also be as per calendar year in concurrence with the insurance plan duration.

All employees regularly scheduled to work 20 or more hours per week are required to participate in the health insurance program unless the employee can prove they have attained medical insurance coverage via an alternative means. In which case, employees may opt out of the Plan and receive a \$50.00/month incentive from the City. In order for the City to offer the opt out, the following must apply:

1. The employee and dependents shall be enrolled in another employer's group health plan (e.g. a spouse's employer group plan) that provides minimum essential health coverage as required by the Affordable Care Act, and the employee shall provide documentation of such enrollment upon each annual opt-out election and upon City request.
2. The City will randomly audit employees who opt out of the City medical insurance program. Any employee who has opted out of the program and does not have and/or maintain group

coverage will be required to pay back any incentive pay they have received for the entire contract period regardless of when their coverage ceased.

For any employee regularly scheduled to work over 30 hours per week who is ineligible to participate in the HSA program because of Federal rules, an HRA (Health Reimbursement Account) funded through a VEBA (Voluntary Employee Beneficiary Association) Plan with an equivalent contribution from the Employer may be made on behalf of the employee. Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

1. Contributions for employees who are HSA ineligible. Eligibility is limited to employees who are ineligible to receive and/or make contributions into a health savings account due to other first-dollar / non-high deductible health plan coverage or Medicare. Such employees will receive a contribution into an HRA VEBA account instead of an HSA.
2. If an employee becomes HSA eligible in subsequent plan years (e.g. is no longer covered under another non-high deductible health plan), the city will establish and make contributions into an HSA and cease contributing to the employee's HRA VEBA account. If the employee has a balance in their HRA VEBA account, they will be required to fill out an "election of limited plan coverage" form for their HRA VEBA account so that they are eligible to receive and/or make contributions into their HSA

REOPENER

The above conditions related to contributions for health insurance plans shall remain in effect through Dec. 31, 2020. The City and Union agree to reopen this Section 8.2 to permit the parties to renegotiate the economic provisions and cost sharing impacts of any health plan changes that would take effect beginning on January 1, 2021.

Additionally, if the deductible and/or out of pocket maximums change as per plan documents during the duration of this contract and beyond the control of the City, the Union and the City agree to meet and discuss those changes and how that may or may not affect the City funding for such plans.

8.3 LIFE INSURANCE:

The City shall provide the following life insurance benefits for the duration of this Agreement:

1. A 24-hour term life insurance policy equal to one times the employee's basic annual salary rounded to the next higher \$1,000.
2. An Accidental Death and Dismemberment insurance policy equal to one times the employee's basic annual salary rounded to the next higher \$1,000.

8.4 COVERAGE DURING LEAVES OF ABSENCE:

Employees on leaves of absence with pay will have their group benefits continued as long as they maintain benefit eligible status. The employee portion of the premium will continue to be deducted from their pay. Premiums for benefits are paid one (1) month in advance.

Coverage will continue during authorized protected leave whether paid or unpaid. For authorized unpaid leave, employees may elect to continue coverage at their own expense through COBRA. The City shall comply with all state and federal laws on COBRA benefits. Health plan participants no longer

eligible for coverage, may be eligible to purchase coverage under the City's health insurance program in accordance with federal and state laws.

8.5 WORKERS' COMPENSATION:

Pursuant to applicable law, the City shall continue to provide coverage under the Workers' Compensation plan for job-connected injuries or disabilities. In the event an employee suffers an injury while on the job with the City for which he or she is eligible for time-loss benefits, such employee shall continue to receive the medical, dental, long-term disability, and life insurance benefits provided for herein for the first ninety (90) days of such injury while the employee is on concurrent FMLA leave.

8.6 RETIREMENT:

For the duration of this Agreement, the City shall continue the current retirement plan offered through the Public Employees Retirement System (PERS).

1. **Retirement Contributions.** On behalf of employees, the City will continue to "pick up" the six percent (6%) employee contribution payable as the law requires.
2. **Effect of Changes in Law.** In the event that the City's payment of a six percent (6%) employee contribution under Section 1, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, The City shall increase by six percent (6%) the base salary for each classification in the salary schedules in lieu of the pick-up. This transition shall be done in a manner to assure continuous payment of either the pick-up contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under the existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

ARTICLE 9 - PREMIUM PAY

9.1 OVERTIME:

Employees, who are eligible for overtime pay under the Fair Labor Standards Act (FLSA), and required by the City to work beyond eight (8) hours in any twenty four-hour (24 hour) period beginning at 12:01 a.m., or more than forty (40) hours per week, shall receive overtime compensation.

In no case shall overtime be paid twice for the same hours.

Overtime shall be computed to the nearest quarter-hour (1/4) hour.

Overtime pay shall be based on the actual number of hours on duty per day or week, except that three (3) hours of overtime will be guaranteed in instances of either emergency callback or for Stand-by callback (see 9.2. below). Emergency call-back shall include, but shall not be limited to instances when

an employee has physically left the work site, is on the way home from work, and is called to return to work. Hours worked on City property as a result of a callback excludes travel time, which is unpaid.

Overtime pay shall also be paid at the emergency call-back rate to employees that trouble shoot from home using an electronic device who would otherwise, except for use of said device, be required to return to the work site to resolve an emergency. Thirty (30) minutes of overtime will be guaranteed in instances where an employee troubleshoots from home using an electronic device.

The overtime rate shall be time-and-one-half the regular rate of compensation, in the form of either compensatory time or pay.

In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis, or in the event of an emergency, such additional personnel as are deemed necessary by the City may be required to work overtime. As provided by ORS 653.269, the provisions of ORS 653.268 shall not apply to the employees covered by this Agreement.

9.1.1 COMPENSATORY TIME:

Unless otherwise prohibited by state or federal law, employees may elect to be compensated for overtime either in the form of pay or compensatory time off. Compensatory time off in lieu of overtime pay shall accrue at the rate of one and one-half (1 1/2) hours for each eligible overtime hour worked. Employees may accrue a maximum of forty (40) hours of compensatory time off between January 1st and November 30th of each calendar year. By the last day of each calendar year (Dec. 31), the City shall pay out to applicable employees any accrued and unused compensatory time off earned.

Accrued compensatory time may be used by the employee in the same manner and in conjunction with accrued vacation time. The foregoing shall not preclude the possibility of the City denying requested compensatory time off to an employee or several employees when such denial is due to operational requirements of the given department or division.

Upon the termination of a regular employee, he or she shall be paid for all unused compensatory time off at his or her current rate of pay. In case of death, compensation for accrued compensatory time off shall be paid in the same manner the salary due the deceased is paid to the estate/spouse.

9.2 STANDBY:

Stand-by Responsibilities:

Subject to program needs and budget limitations, the City may assign certain bargaining unit employees to "Stand-by Required" positions. The determination of the number, qualifications, and the assigned individuals is the sole and exclusive determination of management. Stand-by positions are ones that require an employee to receive emergency phone calls during the evenings or weekends outside their normal working hours, and respond to such emergencies either remotely or in-person over the course of a weekly assignment.

Stand-by duty "standards" are required to be met by any employee assigned to Stand-by duty and include the following:

1. Employee shall be immediately accessible by telephone or other agreed to device at all times while on Stand-by.
2. The employee shall respond within 15 minutes of a call out and be on City property within 60 minutes of the original call out for service.
3. Employees must be in "duty ready" condition; this means strict adherence to the substance abuse policy. In the event an employee is taking medications while on Stand-by by duty the employee has a responsibility to immediately report such condition to his/her supervisor immediately.

A failure to fully adhere to the Stand-by standards listed above will result in the employee losing its Stand-by compensation for the subject assignment period and may result in the employee being subject to discipline.

Scheduling:

Management will use its best efforts to schedule Stand-by duties on a rotational basis and based on operational needs not less than three (3) months in advance. Management will schedule Stand-by duty assignments to be on a weekly basis. No employee shall be scheduled for more than seven (7) consecutive days until they have had fourteen (14) consecutive days without a Stand-by assignment, except in cases of an emergency.

The City shall schedule those employees currently assigned and serving in Stand-by required positions to a minimum of twelve weeks of Stand-by duties per calendar year through December 31, 2021, provided the employee meets fitness for duty requirements and is available for assignments (see attached Appendix B for a list of subject employees). If, prior to December 31, 2021, a subject employee is voluntarily removed from the Stand-by schedule that employee thereafter relinquishes the right to the twelve weeks of guaranteed assignments provided for by this section.

Stand-by assignments made by management shall be tracked on a calendar year basis. Employees may voluntarily "swap shifts" provided the employees' immediate supervisor is informed of the swap in writing at least ten (10) days in advance of the proposed swap.

Whenever an unforeseen event occurs requiring a variation from the posted schedule, management will attempt to remedy such occurrences by asking for volunteers first; then by assigning duty by inverse seniority second. If management still cannot adequately meet the Stand-by shifts needed, due to an emergency and/or unforeseen need then additional Stand-by assignments may be made to employees not normally assigned.

Notwithstanding the above, the intent of management is to fairly schedule Stand-by duties to bargaining unit employees to the extent practical.

Right-to re-assigns:

It is agreed by all parties to this agreement that the assignment of employees to "Stand-by required" is recognition of quality superior work performance. Accordingly, if management determines that an employee is no longer performing at such a standard then nothing in this agreement will preclude the reassignment of a different employee.

Compensation:

Beginning December 29, 2019, Employees assigned to Stand-by duties shall be compensated for each weekly Stand-by assignment as follows:

- For those employees named in Appendix B: 13 hours pay at the employee's regular rate
- For all other assigned employees: 10 hours pay at the employee's regular rate

If a subject employee named in Appendix B is voluntarily removed from the 12-weeks per year Stand-by schedule that employee thereafter relinquishes the right to the thirteen (13) hours pay provided for by this section and will thereafter only be compensated at the ten (10) hour rate for any future Stand-by assignments.

Employees that are on Stand-by for less than a seven (7)-day period will be paid a daily pro-rated amount of the weekly compensation rate. Payments for Stand-by assignments will be made through regular payroll.

9.3 ACTING-IN-CAPACITY & WORKING OUT OF CLASS:

The City maintains an Acting-in-Capacity and Working out of Class Policy within its HR Rules (Sections 5.4.2.4 & 5.4.2.5). This policy document was most recently adopted in March 2018, with a commitment from the City to review the policies as part of the HR rules every five years or as state and federal regulations are revised and necessitate a change in the policy or procedure.

During the duration of this contract, the City agrees not to make unilateral changes to these policies.

ARTICLE 10 - REST PERIODS/LUNCH PERIODS:

All employees shall be granted a fifteen-minute (15-minute) rest period during each one-half (1/2) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half (1/2) shift as designated by the supervisor. All employees shall be granted a lunch period of not less than one-half-hour (1/2 hour) or more than one (1) hour, except in emergency situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.

ARTICLE 11 - LEAVES

11.1 BEREAVEMENT LEAVE:

In the event of a death in the employee's immediate family, for purposes of this article immediate family shall include grandparents, parents, parents-in-law, siblings, children, grandchildren, or any member of the immediate household, an employee may be granted a leave of absence not to exceed five (5) working days without loss of pay, to be used within six (6) months. This leave shall be separate from sick leave and shall not accumulate from year to year. Additional unpaid bereavement leave may be available to qualifying employees under the Oregon Family Leave Act (OFLA). Employees may use accrued leave while using bereavement leave that is not City-paid. City-paid bereavement leave runs concurrently with OFLA.

In the event of a death of a co-worker, employees may request and be granted vacation leave or other mutually agreeable time off to attend the funeral. In instances where the essential work of the City would be seriously handicapped by the temporary absence of a group of employees in a division, the City may set a reasonable limit on the number of employees that are to receive such leave.

11.2 WITNESS/JURY DUTY:

When an employee is called for jury duty or subpoenaed to appear in court as a witness, he or she will be paid the difference between his or her regular salary and the amount of jury pay. However, if he or she transfers all compensation, less mileage and meal allowances, received from the court to the City, he or she shall receive his or her regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual. The foregoing shall not apply if the employee is a party in interest to the proceeding or is serving as a witness against the City or on behalf of the Union. In such instance, leave of absence without pay will be provided.

11.3 MILITARY:

Military leave with or without pay shall be provided in accordance with applicable State and Federal statutes.

11.4 LEAVE WITHOUT PAY:

Upon the written request of an employee to the department head, the City may, in writing, grant an employee a leave of absence without pay for a period not exceeding twelve (12) months. Such request shall include the reason for requesting such leave and establish reasonable justification for consideration by the City. An employee shall not accrue benefits or seniority during such leave, but will be reinstated with all previously earned leave and seniority upon his or her return to work.

11.5 VOTING LEAVE:

Employees who are registered voters shall be granted necessary time off, up to one (1) hour, to vote on election day if, due to their work schedule, they otherwise would not be able to vote.

ARTICLE 12 - WAGES

12.1 WAGE RATES:

1. Effective June 30, 2019, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and titled as Appendix A – Wage Rates FY 2019-2020.

Any employees who would see a decrease in their classification grade as a result of this wage schedule will be “red circled” or “frozen” until such time as future COLAs applied to the wage schedule provide for an increase to the employee’s current rate of pay.

2. Effective June 28, 2020, positions included in the wage schedule will receive a COLA increase of three percent (3%).
3. Effective June 27, 2021, positions included in the wage schedule will receive a COLA increase of three percent (3%).

At the beginning of each fiscal year, the City will update the wage schedule by applying any contracted annual COLA increases and other agreed upon classification changes during the contract period and will post the updated wage schedule online.

12.2 PAY PERIODS/PAY DAYS:

The pay period for purposes of calculating overtime shall be from Sunday, 12:00 am through Saturday 11:59 p.m.

The City shall pay on a biweekly basis for a total of 26 pay periods per calendar year.

Time keeping shall be maintained via an electronic time keeping system. It is the responsibility of each employee to clock in (enter) their actual time worked within the system accurately and timely. Any employee found to have reported time inaccurately may be subject to disciplinary action up to and including termination.

Unless expressly authorized by an immediate supervisor, time record entries shall not be made from an off-site work location. All cell phone entries must be pre-approved by the employee's immediate supervisor.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.1 DISCIPLINARY ACTION:

By way of illustration but without limitation, disciplinary action shall include the following:

1. Written reprimand.
 - An employee may grieve a written reprimand through Step IV, City Administrator level of the grievance procedure, but shall not pursue such a grievance to Step V, Arbitration. The decision of the City Administrator shall be final and binding. If the employee disagrees with the written reprimand, he/she may attach a written rebuttal thereto.
 - Written reprimands not involving other disciplinary action, upon request of the employee, shall be removed from an employee's personnel file at the end of five (5) years from the date the written reprimand was issued, provided subsequent disciplinary action has not been taken during the intervening period of time, and there are not subsequent concerns of a similar nature or ongoing investigations into the employee's conduct. Documents removed from an employee's personnel file as a result of an employee request will be placed in a confidential file maintained by the Human Resources Director. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigation circumstances, and compliance with legal obligations.
2. Suspension without pay.
3. Temporary reduction in pay to a lower step within the established pay range for the employee's classification.
4. Demotion.
5. Discharge.

Verbal or oral warnings or similar supervisory counseling, even if reduced to writing, may also be given to employees, but such shall not be considered disciplinary action, inasmuch as such counseling will not be placed in the employee's personnel file and the employee experiences no loss of compensation as a result thereof. A counseling can be maintained in a supervisory file to be reviewed as part of an employee's annual evaluation, but will be considered stale upon completion of the annual evaluation

13.2 DUE PROCESS:

Due process shall require that the following steps be accomplished before any decision to take disciplinary action is finalized:

1. The employee will be informed of the charges in writing and given the information that is the basis for the possible disciplinary action.
2. After the employee has been informed of the charges, he or she shall have the opportunity to meet and discuss the matter with the supervisor who initiated the charges. If the employee chooses to meet with the supervisor to discuss the charges, he/she shall be allowed to have a representative of the Union present.
3. After the decision is made, the employee shall be given written notification thereof. If the decision is adverse to the employee, the employee shall have the opportunity to include a statement in his/her personnel file and to file a grievance in accordance with the provisions of Article 18 thereof.

13.3 JUST CAUSE:

The City shall not take disciplinary action against an employee under this Article without just cause. If there is disagreement as to whether or not just cause exists, such dispute shall be resolved in accordance with the provisions of the grievance procedure, Article 18 hereof.

13.4 CONFIDENTIALITY:

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

13.5 PROBATIONARY EMPLOYEES:

A probationary employee shall serve at the pleasure of the City and shall not have the right to appeal any disciplinary action as a violation of this Agreement. This provision does not apply to existing regular employees who have previously completed a probationary period with the City and enter into a probationary period through promotion or transfer.

ARTICLE 14 - SENIORITY

14.1 DEFINITIONS:

Effective with this Agreement seniority shall be defined as an employee's continuous length of service with the City from his/her last date of hire. Seniority as used in this Agreement means the length of continuous employment with the employer. In most cases, seniority shall be looked at for full time employees first and then part-time employees second. An employee's total hours accumulation of

straight time compensable hours will be the basis of exercising seniority rights throughout this Agreement unless specifically exempted by Article. Seniority shall accrue by hours paid. An employee shall lose all seniority credit in the event of a termination/resignation or failure to return from an expired leave of absence.

14.2 SENIORITY LIST:

The City will provide the Local Union President with a copy of the seniority list at the beginning of each fiscal year. Prior to the initiation of any layoffs an up to date seniority list will be provided to the local union and council representative.

14.3 EFFECT OF LEAVE WITHOUT PAY:

An employee who is absent without leave for more than seventeen (17) working hours shall be considered to have resigned. Such employee may be reinstated without loss of previously accrued seniority and other benefits if he/she can show that it was not feasible to obtain prior approval for the absence.

14.4 TRANSFERS:

Employees desiring to transfer to other comparable open positions may submit a request in writing to their immediate supervisor. The request shall state the reason(s) for the desired transfer to another City department having the same pay grade or lower. There must be an agreement between the Department Head for the position being exited and with the Department Head of the department being entered. Nothing shall prevent the City from an outside hire if Management deems there are other more qualified candidates for an existing opening.

14.5 JOB POSTING AND SENIORITY:

All bargaining unit job vacancies will be posted on the City website as well as other sources as appropriate for the available position(s). For position(s) within the bargaining unit, incumbent employees who are members of the bargaining unit and who are qualified, or can be reasonably assumed to become qualified for the position within a mutually agreeable time frame, shall be guaranteed an interview for a posted position they apply to. The incumbent employees are required to follow all application instructions as posted.

ARTICLE - 15 PROBATION

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, which may by written notice to the employee prior to the completion of the initial twelve-month (12 month) period be extended for up to three (3) additional months.

Employees promoted into a higher classification shall serve a probationary period of six (6) full months, which may be extended by written notice to the employee prior to the completion of the initial six-month (6 month) period be extended for up to six (6) additional months.

The Union recognized the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the assignment of on-the-job training in other classifications. The Union also recognized the right of the City to demote an employee on promotional probationary status to his or her previous position.

Employees who as a result of a layoff or reduction-in-force assume a new position must be able to demonstrate proficiency in said position within sixty (60) days. An employee who has bumped from their regular position and has failed to demonstrate proficiency in the new position within the 60 days may be subject to layoff thereafter by the City.

15.1 VOLUNTARY DEMOTION:

Employees who, within 1040 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist.

ARTICLE 16 - LAYOFF

16.1 DEFINITION:

A lay off is a reduction in the number of full time positions within the City's workforce.

16.2 PROCEDURE:

It is the intent of the City of Woodburn to provide and maintain as many full time employment positions as practical. However in the event of a layoff, notice of not less than 45 calendar days (a Layoff Mitigation Review Period) will be given to the Union and the employees the City intends to lay off.

During the Layoff Mitigation Review Period, the employer shall, in good faith, meet with the Union and consider various alternatives as offered by the Union to a reduction-in force for all affected departments. Probationary, temporary, seasonal and limited assignment/duration employees shall be reduced in hours or laid off first; the remaining workforce shall be composed of a minimum number of part-time employees and regular full time employees. Nothing in this Agreement shall prohibit the parties from agreeing to a temporary alternative arrangement in lieu of a normal layoff as outlined in this Agreement.

If the City reduces its work force through layoffs, said layoffs shall be accomplished for each pay grade within an effected department, layoffs shall be made within each job grade by department by seniority, with the least senior employees being the first laid off. The City may make exception to a layoff on the basis of seniority where employees who possess special skills would otherwise be laid off.

Employees subject to layoff shall have the right to displace or "bump" employees in equal or lower paying job grades provided that they have seniority and the minimum qualifications as specified in the most recent job description.

If the employee cannot “bump” into a position as outlined above, and the employee has no prior City service in the job to which he/she is to be assigned, a probationary period as outlined in Article 15 shall be required. A reduction from fulltime to part-time for the same job shall not incur a new probationary period for an employee. In no event may a layoff result in an employee being placed into a higher paying job than the job the employee held prior to the layoff.

16.3 RECALL:

Recalls from a layoff shall be made according to seniority. No new employees shall be hired into a classification until all laid off employees qualified to do the job have been given a chance to return to work. In order to maintain this right to recall, an employee must register in person or by mail with the City Administrator or his or her designee upon change of address, telephone number, and at least annually signifying his or her availability for recall.

Laid off employees shall be recalled only by certified letter, return receipt requested and shall have ten (10) business days from receipt of such notification in which to inform of their intent to return to work. Thereafter, the employee must be available to be placed on a schedule by the 15th business day. In no event can replacement to the regular work schedule (20 days) from the day the original call back is received to the last mailing address. An earlier reporting date may be agreed by mutual agreement.

Employees will have recall rights on the following basis;

1-5 years of continuous service – 12 months

5+ years of continuous service – 24 months

The above time limit may be waived by all parties if mutually agreed upon by all parties involved.

ARTICLE 17 - CLOTHING AND EQUIPMENT

17.1 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT:

The City shall provide protective clothing and safety equipment pursuant to applicable laws and regulations, based on a review performed by the City's insurance carrier or other similar resource acceptable to the parties. Only those items which are required by law or regulation shall be provided.

17.2 UNIFORMS:

In addition to safety equipment and clothing provided under the above, the City shall continue to provide work uniforms for selected employees within the bargaining unit, under the following conditions:

1. It shall be the employee's responsibility to launder and to otherwise maintain the uniform in a proper manner.
2. Uniforms or any portion thereof shall not be worn except while on duty or while in transit to or from the job.
3. Uniforms shall be replaced on an exchange basis only, and employees may from time to time be required to account for all uniforms originally issued. The cost of replacement of any uniform lost, destroyed, or otherwise not accounted for shall be borne by the employee.

ARTICLE 18 - GRIEVANCE

18.1 DEFINITION:

A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

18.2 PROCEDURE:

Employees are highly encouraged to discuss any contract dispute with their direct supervisor with the intent of resolving the issue before resorting to the grievance process. In an effort to provide for a peaceful procedure for resolution of disputes the parties agree to the following procedure when the issue cannot be resolved between the employee and the supervisor.

Grievances shall be initiated and processed in the manner provided in this agreement. The parties mutually acknowledge the procedures outlined in this agreement to be the exclusive and binding process for the resolution of grievances.

STEP I:

The employee, and his/her Union Business Representative or Steward, will file a written grievance with the employee's immediate Supervisor within 20 working days of the occurrence of the grievance or the date that the employee should have first known the facts upon which the grievance is based. The grievance shall contain:

1. A statement of the action or lack of action on the part of the City that is the cause for the grievance.
2. A statement as to the specific contract Article or Articles with Section and/or paragraph that was violated.
3. The specific remedy or alternative remedies that the City must take to correct the alleged contract violation.

Any grievance referred on the basis of past practice must cite the specific practice involved. The Supervisor will respond to the employee and his/her Union representative or Steward in writing within ten (10) working days of receiving the grievance.

STEP II:

If the grievance remains unresolved at Step I, it must be submitted in writing to the Department Head within ten (10) working days of Step I response. The Department Head may meet with the employee's immediate Supervisor and the aggrieved party and his/her Union representative or Steward. The Department Head shall respond to the grievance in writing within ten (10) working days to the employee and his/her Union Representative or Steward.

STEP III:

Individual grievances that remain unresolved at Step II, must be submitted in writing to the Human Resources Director within ten (10) working days of the receipt of Step II response. The Human Resources Director shall respond to the grievance in writing within ten (10) working days to the employee and his/her Union Representative or Steward.

For Group grievances initiated by the Union, the grievance must be submitted in writing to the Human Resources Director within thirty (30) working days of the occurrence of the violation or the date that the affected employees or the Union Representative should have first known the facts upon which the grievance is based.

A meeting shall occur as soon as possible, but in no event longer than ten (10) working days from the date of referral by the Union to the Human Resources Director and the Department Head. The entire issue giving rise to the grievance will be reviewed. The Human Resources Director shall respond to the grievance in writing within ten (10) working days of the meeting to the employee and his/her Union Representative or Steward.

STEP IV:

If the grievance remains unresolved at Step III, it must be submitted in writing to the City Administrator within ten (10) working days of receipt of Step III response and a copy shall be sent to the Human Resources Director. The City Administrator (or his/her designee) shall meet with the aggrieved party and Union Representative or Steward within ten (10) working days. The City Administrator shall respond to the grievance in writing within ten (10) working days of the meeting to the Union Representative or Steward, with a copy also being sent to the grievant. If the issue still remains unresolved it may be referred to arbitration (with the exception of written reprimands).

STEP V:

If the grievance remains unresolved at Step IV, it must be submitted to arbitration in the following manner:

1. The Union shall provide the City with written notification of intent to proceed to arbitration within ten (10) working days of the conclusion of Step IV.
2. The Union and the City shall have ten (10) working days from the date of such notification to reach a mutual agreement upon an arbitrator.
3. If the Union and the City fail to agree upon an arbitrator within the ten (10) day period, the Union will request a list of seven (7) arbitrators to the State of Oregon Mediation and Conciliation Service. The arbitrators shall reside in the States of Oregon or Washington. Starting with the Union the parties shall alternately strike one name from the list until only one name from the list remains.
4. The City and the Union shall have ten (10) days from the date of receipt of the list of arbitrators to select the arbitrator.

18.3 LIMITATIONS ON ARBITRATION:

The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place while this Agreement is in effect, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution or after the expiration date of this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing, presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such records. Both parties agree that if access to the transcript/recording is requested by only one party and then a subsequent right of access is made by the opposing party not originally made said arrangement, then the opposing party must compensate the original party for 50% of the incurred cost before access to the transcript/recording is made available.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Specifically, the Union agrees that it shall not pursue an issue that has been the subject of a grievance to any court, quasi-judicial body or other outside authority for a determination, and that when an issue is presently pending before, or has been decided by a court, quasi-judicial body or other outside authority, no grievance with respect thereto may exist.

18.4 TIME LIMITS:

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a rejection of the grievance at that Step. And thereby allow the Union to proceed to the next step within the applicable time limit. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved. The employee may be represented at any level of the grievance procedure by a Union representative

ARTICLE 19 - MANAGEMENT RIGHTS

19.1 GENERAL RIGHTS:

Except as otherwise expressly and specifically limited by the terms of this Agreement, the city retains all rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement.

19.2 SPECIFIC RIGHTS:

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the city shall include the following:

1. To determine the services to be rendered to the citizens of the City.
2. To determine and to follow the City's financial, budgetary, and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the city as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operations or facility, or combination of facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operation or facilities for budgetary or other reasons.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer and retain employees; the right to layoff; the right to abolish positions or reorganize departments;

the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.

6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work safety, materials, and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To assign shifts, workdays, hours of work and work locations.
10. To assign and designate all work duties.
11. To introduce new duties within the unit.
12. To determine the need for and the qualifications of new employees, transfers and promotions.
13. To discipline, reprimand, suspend and discharge an employee subject to the discipline Article of this Agreement.
14. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the City.
15. To determine the need for overtime and the employees to work such overtime.

19.3 CONTRACTING AND SUBCONTRACTING OF WORK:

The Union recognizes that the City retains the right to contract and to subcontract work, provided that as to the contracting or subcontracting of work that may reasonably be expected to result in the layoff or demotion of any bargaining unit member(s), the City will provide prior notice to the Union and afford it an opportunity to make a presentation to the Council as follows:

The Union shall be sent a copy of any Request for Proposal or advertisement for bids at the time such request or advertisement is made. After receipt of proposals or bids from potential bidders, the Union shall receive a copy of same and a copy of all other relevant material, including City staff analysis of the various bids or proposals that the Council will use as the basis for its decision.

No decision to contract or subcontract shall be made until:

1. Thirty (30) days following the receipt by the Union of all material specified in #1 above; and
2. After the Union has had an opportunity to make a presentation to the Council (or City Administrator if such is mutually agreeable) regarding the proposed contracting of work.

The City agrees to give full consideration to all information and recommendations that may be submitted by the Union prior to making a final decision.

In consideration of the above-delineated agreement by the City to allow the Union to be informed of and to make its position known prior to a contracting decision which would adversely affect bargaining unit employees, parties agree that notwithstanding the requirements of ORS 243, the City shall have no duty to bargain:

1. Any decision to contract or subcontract work; and
2. The impact of any decision to contract or subcontract work.

The City may use non-paid volunteers without following the procedural steps outlined above, and without a duty to bargain over the decision or the impact of such decision. The City has no intent to modify existing practice on the use of volunteers.

19.4 EXISTING BENEFITS AND WORK RULES:

Nothing in this Agreement is intended to nullify existing wage and fringe benefits to employees under policies, practices and work rules unless specifically included in this Agreement. The City agrees to notify the Union, in writing, prior to changing or making additions to the existing personnel policy manual. Should the Union disagree with the proposed change(s), the City, upon request, shall meet with the Union to discuss its concerns.

ARTICLE 20 - CITY SECURITY

During the term of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing, or any other interruption of City services.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization when called upon to cross such picket line.

Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will, immediately upon notification, publicly attempt to secure an immediate and orderly return to work.

The obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike, work stoppage, or other interruption of work.

There will not be a lockout against the employees in the bargaining unit during the term of this Agreement.

ARTICLE 21 - SUBSTANCE ABUSE

Substance Abuse Policy

This Substance Abuse Policy is effective upon execution of the Agreement and applies to all AFSCME represented employees. In addition to this Policy, AFSCME represented employees in what are determined to be 'safety sensitive' positions are subject to the requirements of state and federal law.

Purpose

The City has a strong commitment to its employees to provide a safe work environment and promotes high standards of employee fitness. Consistent with the intent of this commitment, the City established this policy regarding drugs and alcohol.

While the City has no intention of interfering with the private lives of its employees, the City expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner. All persons covered by this policy should be aware that violations of this policy will result in discipline, up to and including termination, or in not being hired.

The parties to this Agreement understand that with the passage of measure 91 (Legalization of Marijuana), that the law intended no new employment rights. The parties further agree that there are no changes to the enforcement of the substance abuse policy by the City.

Definitions

CDL	Federal Commercial Driver's License Standards
EAP	Employee Assistance Program
THC	The principal <u>psychoactive constituent</u> of the <u>cannabis</u> plant (marijuana)
PCP	Commonly <u>initialized</u> as PCP and known colloquially as angel dust or wet, is a recreational <u>dissociative drug</u>
BAC	Blood Alcohol Content
NIDA	National Institute of Drug Abuse
GCMS	Gas chromatography–Mass spectrometry (GC-MS) is a method that combines the features of <u>gas-liquid chromatography</u> and <u>mass spectrometry</u> to identify different substances within a test sample
SAP	Substance Abuse Professional

Scope

For the purpose of this Policy, "drugs" is defined as all controlled substances including but not limited to: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/ methamphetamines and barbiturates. However, "drugs" does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

Employees who violate this Policy conduct will be subject to discipline, including discharge.

Prohibited Conduct

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods.
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purpose of this Policy, an employee is considered to be "under the influence" of alcohol if his/her alcohol concentration is .04 BAC or more. Alcohol concentration levels measuring less than .04 BAC are considered a negative test result. An employee is considered to be "under the influence" of drugs, if the employee tests positive for having such substances present in his/her body.

3. Consuming drugs or alcohol while on Stand-by as defined by this Agreement. If an employee is on Stand-by and has used any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the employee is required to notify his or her supervisor prior to responding to a call for service.
4. Failure to report an arrest, conviction and/or plea-bargain for an alcohol or drug-related criminal offense to the employee's supervisor within 10 days after the arrest conviction or plea bargain occurs.
5. Failure to disclose use of over-the-counter or prescribed medication containing a controlled substance that may influence behavior and/or one's ability to safely perform one's job.

Any determination of a positive substance abuse test for any substance will be on the same basis used for the Federal CDL Standards.

Disclosure of Medications

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; and/or illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

Employee Testing

The Employer agrees to train all supervisors to recognize behaviors which may give rise to a suspicion test request. It is agreed that the employer will regularly train supervisors as to the proper procedures for dealing with a possible substance abuse and that this training will be provided, at minimum, once every two years.

A supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work "under the influence" of drugs or alcohol.

"Reasonable suspicion" shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

For any employee holding a safety sensitive positions that requires a pre-employment substance abuse test and who is off the job for more than 30 calendar days regardless of the cause then the employee will be required to submit to the same test used for pre-employment testing before returning to work.

This means any leave for any reason in excess for more than 30 calendar days, including vacation in excess of 30 days.

The City reserves the right to substance abuse test any safety sensitive employee involved in an on-the-job accident incident.

Testing Procedures

1. All testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive.
2. The residual specimen sample shall remain at the testing facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available for testing to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.
3. Whenever there is a reason to believe that the employee may have altered, diluted and/or substituted the specimen provided for the initial test that was not determinative, a second test will be conducted. The second test procedures shall be identical to the first test procedures.
4. If no confirmatory test is requested by the employer, the employee will have the option of having any remaining untested original specimen sent to a qualified and certified laboratory of the employee's own choosing at the employee's expense for testing. If the second confirmatory test results in a negative reading then said test shall be paid by the employer. Any testing shall be in conformance with the original testing protocols.
5. All records pertaining to required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

Searches

The City reserves the right to conduct searches of City equipment or facilities generally, and may search any area or item of City property (such as desks, files, lockers, cabinets, etc.), as well as personal property brought onto City property consistent with applicable law. Personal property, such as brief cases, lunch boxes, etc. brought onto City property, as well as lockers, may be searched when the City has reasonable suspicion that alcohol or probable cause that drugs or drug-related paraphernalia may be found.

Prior to a search, notice will be given to the employee, who may elect to be present with a Union representative, if such presence does not delay the search in excess of forty-five (45) minutes.

Consequences of Violations

1. **Employees who Report Dependencies and Seek Treatment before Committing a Policy Violation.**

Rehabilitation: The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor and seeks assistance before violating this Policy, that employee may be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment if recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees him/her:

- a. Has been evaluated by a Substance Abuse Professional (SAP);
- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee having sought assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Any employee who violates the terms of the Rehabilitation Agreement or the Return to Work Agreement is subject to immediate termination. The term of a said agreement shall be for 2080 straight-time hours worked.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, and/or vacation pay, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard employee contributions as required by the Family Medical Leave Act.

2. Employees who Report Dependencies and Seek Treatment after Committing a Policy Violation.

Employees who notify the City of drug or alcohol dependencies *after* violating this Policy may be subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in this Policy. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that militates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and the Rehabilitation and Return to Work Agreement are not intended to supersede "just cause" requirements.

ARTICLE 22 - SAVINGS CLAUSE

The provisions of this contract are declared to be severable, and if any section, subsection sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this

Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity.

In the event of an applicable Federal or State law, statute, regulation or administrative rule is enacted that materially affects the bargaining unit resulting in additional costs to the City, the parties agree to re-negotiate any affected terms and conditions necessary to mitigate any additional costs incurred by the City. In the event the parties are unable to reach a mutually agreeable resolution then said issue may be referred to a third party neutral arbitrator per the terms of Article 18 of this agreement.

ARTICLE 23 - LABOR/MANAGEMENT COMMITTEE

23.1 FORMATION:

The parties agree to establish a joint Labor/Management Committee.

23.2 REPRESENTATION:

The City's representative will include the City Administrator or a representative and up to three (3) designees. The Union representatives will include three (3) elected representatives who are City employees with preference given to differing departments. Either party with advance notice may invite guests whose attendance shall be germane to the agenda.

23.3 INTENT:

The intent of the committee is to facilitate communications between parties by providing a forum for discussion of issues not addressed by the Contract, such as staff morale, operation methods and procedures, attendance and other policies of the workplace which affect the working conditions of the employees when such policies are not mandatory subject of bargaining. The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal negotiations. The committee shall meet with a formal agenda, at least once each quarter or such other time as both parties mutually agree to. The time, date and place shall be mutually agreed upon by the parties.

23.4 CONTINUANCE:

The committee shall discontinue meetings during the quarter in which contract negotiations have begun and remain adjourned until a contract has been signed by both parties.

ARTICLE 24 - BILINGUAL PAY

The City may designate positions in the City where having a bilingual speaker of either the Spanish or Russian language (in addition to English) would be an operational advantage to the City. Upon designating these positions, the City may certify employees within these positions that meet/pass language competency testing for the subject position. The City will require proficiency testing before certification can occur, at the City's expense, and employees will be on paid time for such testing.

Employees certified to receive bilingual pay must be assigned work on a regular and continuing basis that requires a second language to effectively meet the service demand of the City's customers. Designation of positions eligible to receive bilingual pay is the responsibility of the Department Head.

- Employees certified to be orally proficient in the Spanish or Russian language shall receive a three and one-half (3.5) percent premium to their normal base pay.
- Employees certified to be proficient both orally and in writing in the Spanish or Russian language shall receive a five (5) percent premium to their normal base pay.

Recertification for employees eligible to receive bilingual pay will occur every 2 years.

In such a case as the need for bilingual services ceasing to exist, revocation of bilingual pay shall be made in writing by the City Administrator; stating the reason(s) for the revocation. Such reasons shall be discussed with the Union prior to implementation of such revocation. Additionally, if the employee is transferred, demoted, or promoted to another position in which the bilingual skill has not been designated or identified as a business necessity, the premium will also cease.

The City reserves the right to contract out bilingual services as it deems necessary. The City also reserves the right to expand the bilingual program to include certifications for languages other than Spanish and Russian as the operational needs of the City change over time.

ARTICLE 25 - EDUCATIONAL INCENTIVES

25.1 Tuition Reimbursement: The City of Woodburn may reimburse an employee for up to 50% of the amount of tuition for courses approved by the City Administrator which are deemed directly applicable and beneficial to City goals and objectives. The tuition reimbursement policy will be limited by budgetary resources within the Department and will follow the following guidelines:

1. The City may reimburse an employee for the amount of tuition for approved courses conducted outside the employee's regular working hours, provided the employee has made application for approval to the City Administrator at least ten days prior to the registration for such course.
2. Course work eligible for reimbursement must be completed at a college or university holding statewide accreditation.
3. Job-related courses which are only offered during regular working hours may be approved by the Department Head and the City Administrator subject to the operating requirements of the Department. If the course is approved, leave of absences without pay, and/or vacation time, compensatory time, or other paid leave time will be made available to the employee.
4. The City may allow time off with pay, and will reimburse an employee for the expenses of attending classes, or workshops, when attendance is on an assignment basis with prior approval of the employee's Department Head.
5. Reimbursement will not include the cost of travel, books, materials, or other ancillary costs. Reimbursement will be limited to a maximum of six (6) units per semester.
6. Reimbursement for baccalaureate studies shall be based on the average per-unit registration cost of course work at Portland State University, and Western Oregon State University.
7. Reimbursement will be provided upon documentation of a successful completion of course-work- (i.e., a copy of report card or transcript, and a receipt, cancelled check, or other proof that registration has been paid by the employee).

8. Employee will be reimbursed 50% of tuition cost when course- work is completed with an "A" or "B" grade. Tuition will be reimbursed at only 40% for course- work completed with a "C" grade. There will be no reimbursement for courses completed with a "D" or for failed courses.
9. Employees will be obligated, when deemed applicable, to share the benefit of their education and training with other City employees.

25.2 Certifications & Licenses:

1. Required. The City of Woodburn agrees that it will pay the certification or licensing fees associated with those certificates or licenses incurred by an employee, wherein the certificate or license is related to- and required by their employment with the City and approved by their supervisor. The City will also pay an employee for the expense of attending classes or exams necessary to maintain or renew a required certificate or license.

Employees are responsible for renewing and maintaining certificates or licenses they acquired as qualifications for the job they hold. If such a required certificate or license lapses, expires, or is revoked solely because of an employee's action or inaction, the employee may be subject to discipline and the responsibility of renewing the certificate or license at the employee's own cost.

2. Non-Required. The City may, at the Department Heads discretion and within the budgetary resources of the Department, pay for- or reimburse an employee for the training and/or testing fees for certification or licenses that (i) allows advancement of the employee to the next certification level within his/her same division; or (ii) in the sole discretion of the City would benefit the overall operations of that employee's department. Payment or Reimbursement is subject to the following:
 - a. The employee must request Department Head approval for payment at least ten days prior to the registration for any certification/licensing course, seminar, or exam.
 - b. The City will pay for the training and testing fees for an employee's first attempt at attaining a specific certification or license, but will only reimburse an employee for a subsequent successful attempt at the same certification or license.
 - c. With prior approval of the employee's Department Head, the City may allow time off with pay for the employee's attendance at a certification/licensing course, seminar, or exam when attendance is during the employee's regularly scheduled work hours. Attendance at a non-required certification/licensing course, seminar, or exam that occurs outside the employee's regularly scheduled work hours will not be compensated or result in any overtime obligations on the part of the City.

An employee holding or possessing a non-required certification or license that could provide the employee an opportunity to advance within its division or department will not auto-promote or move the employee to a higher classification based solely on attaining the higher certification/license. Employees will only be promoted into a higher classification position when a position is both vacant and budgeted for, and the employee has successfully completed the appropriate recruitment process or reclassification.

APPENDIX A

Wage Rates Effective June 30, 2019

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 13.28	\$ 13.94	\$ 14.64	\$ 15.37	\$ 16.14	\$ 16.95	\$ 17.79	\$ 18.50
B	Economic Development Assistant	\$ 13.46	\$ 14.14	\$ 14.85	\$ 15.59	\$ 16.37	\$ 17.19	\$ 18.04	\$ 18.76
C		\$ 13.66	\$ 14.35	\$ 15.06	\$ 15.81	\$ 16.60	\$ 17.44	\$ 18.31	\$ 19.04
D		\$ 13.90	\$ 14.60	\$ 15.33	\$ 16.09	\$ 16.90	\$ 17.74	\$ 18.62	\$ 19.37
E		\$ 14.15	\$ 14.86	\$ 15.60	\$ 16.38	\$ 17.20	\$ 18.06	\$ 18.97	\$ 19.72
F	Custodial Worker I	\$ 14.43	\$ 15.15	\$ 15.91	\$ 16.71	\$ 17.54	\$ 18.42	\$ 19.34	\$ 20.11
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 14.74	\$ 15.48	\$ 16.25	\$ 17.06	\$ 17.92	\$ 18.81	\$ 19.76	\$ 20.55
H		\$ 15.08	\$ 15.82	\$ 16.63	\$ 17.45	\$ 18.32	\$ 19.24	\$ 20.20	\$ 21.01
I		\$ 15.48	\$ 16.25	\$ 17.07	\$ 17.93	\$ 18.82	\$ 19.76	\$ 20.75	\$ 21.58
J	Bus Driver	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.42	\$ 19.34	\$ 20.30	\$ 21.32	\$ 22.17
K	Administrative Specialist	\$ 16.40	\$ 17.22	\$ 18.08	\$ 18.98	\$ 19.93	\$ 20.92	\$ 21.97	\$ 22.85
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 16.92	\$ 17.76	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.67	\$ 23.58
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 17.60	\$ 18.49	\$ 19.40	\$ 20.38	\$ 21.40	\$ 22.46	\$ 23.59	\$ 24.53
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 18.15	\$ 19.06	\$ 20.02	\$ 21.02	\$ 22.07	\$ 23.17	\$ 24.32	\$ 25.30
	Wastewater Operator I								
O	Accounting Assistant	\$ 18.50	\$ 19.42	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.61	\$ 24.79	\$ 25.78
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 18.87	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.94	\$ 24.09	\$ 25.29	\$ 26.30
Q	CAD Technician	\$ 20.04	\$ 21.04	\$ 22.09	\$ 23.20	\$ 24.36	\$ 25.57	\$ 26.85	\$ 27.92
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 20.57	\$ 21.60	\$ 22.68	\$ 23.81	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.66
	Water Operator II								
S	Engineering Technician II	\$ 21.83	\$ 22.92	\$ 24.06	\$ 25.27	\$ 26.53	\$ 27.86	\$ 29.26	\$ 30.42
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 22.93	\$ 24.07	\$ 25.28	\$ 26.54	\$ 27.87	\$ 29.27	\$ 30.73	\$ 31.96
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 24.15	\$ 25.35	\$ 26.62	\$ 27.96	\$ 29.35	\$ 30.82	\$ 32.36	\$ 33.49
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 25.55	\$ 26.83	\$ 28.17	\$ 29.58	\$ 31.06	\$ 32.62	\$ 34.24	\$ 35.61
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 26.33	\$ 27.65	\$ 29.03	\$ 30.48	\$ 32.16	\$ 33.93	\$ 35.62	\$ 37.05
	IT Systems Administrator								
	Wastewater Laboratory Technician								
Y	Building Inspector/Plans Examiner III	\$ 32.78	\$ 33.93	\$ 35.12	\$ 36.35	\$ 37.98	\$ 39.69	\$ 41.48	\$ 43.14

APPENDIX A

Wage Rates Effective June 28, 2020

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 13.68	\$ 14.36	\$ 15.08	\$ 15.83	\$ 16.62	\$ 17.46	\$ 18.32	\$ 19.06
B	Economic Development Assistant	\$ 13.86	\$ 14.56	\$ 15.30	\$ 16.06	\$ 16.86	\$ 17.71	\$ 18.58	\$ 19.32
C		\$ 14.07	\$ 14.78	\$ 15.51	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	\$ 19.61
D		\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.57	\$ 17.41	\$ 18.27	\$ 19.18	\$ 19.95
E		\$ 14.58	\$ 15.31	\$ 16.07	\$ 16.87	\$ 17.72	\$ 18.60	\$ 19.54	\$ 20.31
F	Custodial Worker I	\$ 14.86	\$ 15.61	\$ 16.39	\$ 17.21	\$ 18.07	\$ 18.97	\$ 19.92	\$ 20.71
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.57	\$ 18.46	\$ 19.37	\$ 20.35	\$ 21.17
H		\$ 15.53	\$ 16.30	\$ 17.13	\$ 17.97	\$ 18.87	\$ 19.82	\$ 20.81	\$ 21.64
I		\$ 15.94	\$ 16.74	\$ 17.58	\$ 18.47	\$ 19.39	\$ 20.35	\$ 21.37	\$ 22.23
J	Bus Driver	\$ 16.39	\$ 17.20	\$ 18.07	\$ 18.97	\$ 19.92	\$ 20.91	\$ 21.96	\$ 22.84
K	Administrative Specialist	\$ 16.89	\$ 17.74	\$ 18.62	\$ 19.55	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.54
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 17.43	\$ 18.29	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24	\$ 23.35	\$ 24.29
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 18.13	\$ 19.05	\$ 19.98	\$ 20.99	\$ 22.04	\$ 23.13	\$ 24.30	\$ 25.27
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 18.70	\$ 19.63	\$ 20.62	\$ 21.65	\$ 22.73	\$ 23.87	\$ 25.05	\$ 26.06
	Wastewater Operator I								
O	Accounting Assistant	\$ 19.06	\$ 20.00	\$ 21.00	\$ 22.05	\$ 23.15	\$ 24.32	\$ 25.53	\$ 26.55
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 19.44	\$ 20.42	\$ 21.43	\$ 22.51	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.09
Q	CAD Technician	\$ 20.64	\$ 21.67	\$ 22.75	\$ 23.90	\$ 25.09	\$ 26.34	\$ 27.66	\$ 28.76
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 21.19	\$ 22.25	\$ 23.36	\$ 24.52	\$ 25.75	\$ 27.04	\$ 28.39	\$ 29.52
	Water Operator II								
S	Engineering Technician II	\$ 22.49	\$ 23.61	\$ 24.78	\$ 26.03	\$ 27.33	\$ 28.70	\$ 30.14	\$ 31.33
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 23.62	\$ 24.79	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.15	\$ 31.65	\$ 32.92
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 24.88	\$ 26.11	\$ 27.42	\$ 28.80	\$ 30.23	\$ 31.75	\$ 33.33	\$ 34.50
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 26.32	\$ 27.64	\$ 29.02	\$ 30.47	\$ 31.99	\$ 33.60	\$ 35.27	\$ 36.68
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 27.12	\$ 28.48	\$ 29.90	\$ 31.40	\$ 33.13	\$ 34.95	\$ 36.69	\$ 38.16
	IT Systems Administrator								
	Wastewater Laboratory Technician								
Y	Building Inspector/Plans Examiner III	\$ 33.76	\$ 34.95	\$ 36.17	\$ 37.44	\$ 39.12	\$ 40.88	\$ 42.72	\$ 44.43

APPENDIX A

Wage Rates Effective June 27, 2021

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 14.09	\$ 14.79	\$ 15.53	\$ 16.31	\$ 17.12	\$ 17.98	\$ 18.87	\$ 19.63
B	Economic Development Assistant	\$ 14.28	\$ 15.00	\$ 15.76	\$ 16.54	\$ 17.37	\$ 18.24	\$ 19.14	\$ 19.90
C		\$ 14.49	\$ 15.22	\$ 15.98	\$ 16.77	\$ 17.61	\$ 18.50	\$ 19.43	\$ 20.20
D		\$ 14.75	\$ 15.49	\$ 16.26	\$ 17.07	\$ 17.93	\$ 18.82	\$ 19.76	\$ 20.55
E		\$ 15.02	\$ 15.77	\$ 16.55	\$ 17.38	\$ 18.25	\$ 19.16	\$ 20.13	\$ 20.92
F	Custodial Worker I	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61	\$ 19.54	\$ 20.52	\$ 21.33
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 15.64	\$ 16.42	\$ 17.24	\$ 18.10	\$ 19.01	\$ 19.95	\$ 20.96	\$ 21.81
H		\$ 16.00	\$ 16.79	\$ 17.64	\$ 18.51	\$ 19.44	\$ 20.41	\$ 21.43	\$ 22.29
I		\$ 16.42	\$ 17.24	\$ 18.11	\$ 19.02	\$ 19.97	\$ 20.96	\$ 22.01	\$ 22.90
J	Bus Driver	\$ 16.88	\$ 17.72	\$ 18.61	\$ 19.54	\$ 20.52	\$ 21.54	\$ 22.62	\$ 23.53
K	Administrative Specialist	\$ 17.40	\$ 18.27	\$ 19.18	\$ 20.14	\$ 21.15	\$ 22.20	\$ 23.31	\$ 24.25
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 17.95	\$ 18.84	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05	\$ 25.02
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 18.67	\$ 19.62	\$ 20.58	\$ 21.62	\$ 22.70	\$ 23.82	\$ 25.03	\$ 26.03
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 19.26	\$ 20.22	\$ 21.24	\$ 22.30	\$ 23.41	\$ 24.59	\$ 25.80	\$ 26.84
	Wastewater Operator I								
O	Accounting Assistant	\$ 19.63	\$ 20.60	\$ 21.63	\$ 22.71	\$ 23.85	\$ 25.05	\$ 26.30	\$ 27.35
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 20.02	\$ 21.03	\$ 22.07	\$ 23.19	\$ 24.34	\$ 25.55	\$ 26.83	\$ 27.90
Q	CAD Technician	\$ 21.26	\$ 22.32	\$ 23.43	\$ 24.62	\$ 25.84	\$ 27.13	\$ 28.49	\$ 29.62
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 21.83	\$ 22.92	\$ 24.06	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24	\$ 30.41
	Water Operator II								
S	Engineering Technician II	\$ 23.16	\$ 24.32	\$ 25.52	\$ 26.81	\$ 28.15	\$ 29.56	\$ 31.04	\$ 32.27
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 24.33	\$ 25.53	\$ 26.82	\$ 28.16	\$ 29.57	\$ 31.05	\$ 32.60	\$ 33.91
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 25.63	\$ 26.89	\$ 28.24	\$ 29.66	\$ 31.14	\$ 32.70	\$ 34.33	\$ 35.54
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 27.11	\$ 28.47	\$ 29.89	\$ 31.38	\$ 32.95	\$ 34.61	\$ 36.33	\$ 37.78
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 27.93	\$ 29.33	\$ 30.80	\$ 32.34	\$ 34.12	\$ 36.00	\$ 37.79	\$ 39.30
	IT Systems Administrator								
	Wastewater Laboratory Technician								
Y	Building Inspector/Plans Examiner III	\$ 34.77	\$ 36.00	\$ 37.26	\$ 38.56	\$ 40.29	\$ 42.11	\$ 44.00	\$ 45.76

APPENDIX B

STAND-BY ASSIGNED EMPLOYEES [As of July 1, 2019 Effective Date]

STREETS / COLLECTIONS

- Chris Chandlee
- Tyler Hansen
- Max Vallejo
- Ricardo Anselmo

WATER

- Billy McClaskey
- James Hands
- Scott Bergren
- Jason Branske

WASTEWATER

- Ramon Garcia
- Jeff Hansen
- Jerry Tabler
- Jordan Garner