

CITY OF SWEET HOME

AND

AFSCME COUNCIL 75 – LOCAL 3337

(General Employees)

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2026 through June 30, 2029

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PREAMBLE

This agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 – RECOGNITION

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the Police Department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, functions and authority connected with, or any way incident to, its statutory responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive rights and functions of the City shall include the rights:

- To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
- 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, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.
- To determine the need for a reduction or an increase in the work force.
- To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.
- To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To enforce the City's rules and regulations, and any operational procedures and guidelines.
- To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

- To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension, or discharge, or the reasons therefore.
- To control the City and department budgets.
- To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

ARTICLE 3 – UNION SECURITY

3.1 Representatives. The Union will select certain of its agents as Union officials and certify in writing their names to the City Manager.

3.2 Visits. Union Representatives, upon notification to the City Manager, will be allowed to visit the work areas of the employees during work hours; however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded thirty (30) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

3.3 Business. The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department Head or designee.

3.4 Grievance Meetings & Negotiations. Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Union shall certify in writing the names of officers and stewards that would attend such meetings.

3.5 Meetings. The Union will be permitted the use of City facilities without charge to hold membership meetings to the same extent as the public use of facilities and subject to availability and in accordance with Oregon State law.

3.6 Bulletin Boards. Bulletin board space shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting and shall not be derogatory or inflammatory in nature.

- 3.7 Dues. The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions.
- 3.8 Hold Harmless. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City shall coordinate to correct dues collection errors, payroll errors, including the erroneous over/under payment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

ARTICLE 4 – HOURS OF WORK & OVERTIME

- 4.1 Workweek & Workday. The normal workweek shall begin on Sunday at 12:00 AM and end on Saturday at 11:59 PM. The normal work schedule for "full-time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for alternative work schedules will be filled based on operational needs and employee preferences in order of classification seniority. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the Public Employee Collective Bargaining Act (PECBA).
- 4.2 Scheduled Workdays/Work Hours.
- A. Work Shift. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation.
- B. Workday – Changes in Work Schedules. The City shall provide written notice to affected employees and to the Union President at least five (5) business days in advance, of changes in scheduled workdays or work shifts, excluding weekends, except in emergencies as determined by the City.
- If the required written notice is not provided, each affected employee shall be paid at the overtime rate for the first shift worked under the changed schedule. This overtime requirement shall not apply when:
- The schedule change is deemed by the City to be necessary due to an emergency; or

- An employee provides five (5) or fewer business days' notice, excluding weekends, that they will be unable to work as scheduled.

In such cases, the City may adjust other employees' schedules to provide coverage with whatever notice is feasible under the circumstances, including through flex scheduling.

C. Flex Scheduling. Requests by employees for work schedules other than their normal schedule and flex time variations to the normal week will be considered based on operational and staffing needs by the City and employees in a spirit of cooperation and will not be unreasonably denied. Flex time arrangements will adhere to the following:

1. The option to flex hours is voluntary, except under the circumstances in 4.2(B);
2. When the employee and supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
3. The hours actually worked on each day shall be noted accurately on the time sheet or in the payroll system; and,
4. In no case shall flex time be applied to avoid compensation at the overtime rate for hours worked in excess of forty (40) in a workweek, except under the circumstances in 4.2(B).

The consequences of flex time arrangements are that daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate and no premiums will be paid for changes made in accordance with this flex time arrangement.

D. Special Events. The City may schedule with at least fourteen (14) days' notice overtime required to support a community event permitted by the City and sponsored by an independent organization. The City may schedule employees to support a City-sponsored civic event and alter the scheduled workdays of the workweek with at least fourteen (14) days' notice.

4.3 Rest & Meal Periods. Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15-minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15-minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15-minute paid rest break, unless otherwise mutually agreed upon with the Department Head. Any employee who is required to remain at work in excess of their regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours

or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.

- 4.4 Overtime. All actual work performed by a full-time employee in excess of their regularly scheduled shift and/or 40 hours in the week shall be compensated through the payment of overtime pay at the rate of time and one-half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time employees shall be paid at the overtime rate only for hours worked in excess of ten (10) hours per work day or eight (8) hours per day for unscheduled shifts.

- 4.5 Form of Compensation. Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one-half (1.5). Compensatory time is accrued at the end of the payroll period at the 1.5 overtime rate. The combined accruals of compensatory time accrued for overtime hours worked and "on-call in lieu" accruals described in Article 4.8 of this agreement shall not exceed one hundred (100) hours. Any accrual beyond one hundred (100) hours shall be paid. Compensatory time used shall be scheduled with and approved by the Department Head or a designee.

- 4.6 Callback Premium. Callback to work from off-duty status will be compensated by payment or compensatory time off, at the overtime rate of time and one-half, for a minimum of two (2) hours as a callback premium. If employees called back to work are required to remain on duty in order to accomplish necessary work, such additional time shall also be compensated at the overtime rate of time and one-half, in the form of payment or compensatory time off, as provided in this Agreement. Callback premium does not apply when an employee is held over at the end of a shift.

- 4.7 No Pyramiding. In no event shall compensation be received twice for the same hours.

- 4.8 On Call. Employees required to be "on call" are deemed waiting to be engaged and therefore on call time is not "hours worked" for overtime computation purposes. During periods of compensated on-call, the employee shall remain within a 45-minute response area of the City, and available to call by cell phone. Employees assigned by the City to on call status will earn one (1) hour for every ten (10) hours assigned to be paid as on-call premium computed based on the employee's base rate of pay and paid in addition to wages earned in the payroll period, or accrued and posted to a separate "on call in lieu back," as the employee may elect. The City will distribute on call assignments equitably among the employees in eligible job classifications who the City determines qualified. City eligibility criteria will be determined based on operational and anticipated emergency needs and requirements.

Employees' timesheets shall reflect the employee's election to be paid or accrue on call in-lieu time, which shall be posted and taken off work at the straight time rate. Ability to earn and accrue on-call in-lieu time is subject to the compensatory time cap which limits the combined total of on-call and comp time accrual of hours.

Employees who elect to sick leave shall not be eligible for on call scheduling or compensation for any hours adjacent to those leave hours. Employees scheduled to be on call who elect to utilize sick leave within 24 hours of their scheduled on call time shall forfeit any on call compensation and shall not be considered on call for business operation purposes.

On call compensation shall not be awarded in violation of Article 4.7 of this agreement; hours worked by an employee called in while on call shall be deducted from the total on call hours.

- 4.9 Part-Time. Employees that work less than forty (40) hours but twenty (20) hours or more per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement. Occasional workweeks of over 20 hours shall not constitute a change in status from part-time to full-time.
- 4.10 Management Requests. The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee's regular work duties and outside of the employee's regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time, or flex time and shall be the employee's choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

ARTICLE 5 – MILEAGE & PER DIEM

- 5.1 Vehicle Use & Mileage. To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when the employee is required to use a personally owned vehicle to perform their duties or to conduct City business or to travel in connection with City business or required training. All vehicle use will be per city policy.
- 5.2 Meal Per Diem. Employees may receive meal reimbursements if conducting City business at a location more than 45 minutes outside City limits as approved by the City Manager's Office or designee. Meal reimbursements shall be:

Breakfast \$15.00 if gone from the City before 6:00 AM.

If the establishment offers breakfast, then breakfast is not reimbursable per City policy.

Lunch \$20.00 if gone from the City between 11:00 AM and 3:00 PM.

Dinner \$30.00 if gone from the City after 6:00 PM.

The maximum allowable per diem shall be \$65.00 total.

Employees shall be required to provide an agenda, itinerary, or other documentation showing whether meals are provided; if meals are included as part of any programming related to the reason for employee travel, those meals shall not be eligible for per diem reimbursement.

Meal reimbursements are taxable unless an employee is away from their home overnight on official City business in accordance with IRC section 162(a)(2).

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

ARTICLE 6 – COMPENSATION

- 6.1. Cost of Living Adjustments. Effective July 1, 2026 through June 30, 2027, salary schedules shall be adjusted 5%.
Effective July 1, 2027 through June 30, 2028, salary schedules shall be adjusted 4%.
Effective July 1, 2028 through June 30, 2029, salary schedules shall be adjusted 3%. The salary schedules are attached as Exhibit A to this agreement.
- 6.2. Classification Adjustment. In September of 2028 the parties shall convene a classification adjustment committee consisting of three union representatives, one of whom may be the AFSCME staff representative and three representatives from the employer. The purpose of the committee will be to conduct a base wage comparison of each classification in the comparable cities selected by the City Council: Philomath, Stayton, Sweet Home, Independence, Lebanon, and Monmouth. The City shall then adjust pay ranges so that the mid-point of all ranges falling below the mid-point of the average of comparable cities will be no less than 95% of the mid-point range of the comparable jurisdictions as of September 2028. The results of the committee work shall be effective January 1, 2029.
- 6.3. Compensation. If any City levies in effect at the time of approval of this agreement and affecting bargaining unit employees fail to pass during the term of this agreement, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.
- 6.4. Promotions. When an employee is promoted, they shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).

- 6.5. Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive a step increase (not subject to the grievance procedure outlined in Article 21).

Employees will generally be eligible for step increase on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance, including fulfillment of all minimum job requirements with time-based requirements such as achievement of required certifications. In the event a step increase is denied, the employee may protest the action through the grievance procedure. For positions where it is not possible to achieve a required certification within the standard six-month probationary period, the employee shall be eligible for a step increase upon favorable performance review at six months but shall remain on probation until the certification is achieved. If the employee does not obtain the required certification by 18 months of employment, it shall constitute an automatic resignation by the employee.

All employees currently employed at the adoption of this agreement shall be subject to a review of their required certifications according to their job descriptions; if any such employees fail to obtain required certifications within six months of the adoption date (City Council approval) of this agreement, it shall constitute an automatic resignation by the employee.

Step increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

- 6.6. Longevity Pay. City employees who have completed ten (10) years of continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above the Step "E" pay scale. City employees currently employed at the time of the City Council approval of this contract shall be eligible for two percent (2%) "Longevity Pay" at eight (8) years of continuous service and shall not receive an additional 2% at 10 years of continuous service. City employees who have completed 15 years of continuous employment with the City will receive an additional two percent (2%) of "Longevity Pay" increase above the Step "E" pay scale. This pay is subject to all the provisions of Article 6.5, Schedule Movement. Employees already receiving Longevity Pay upon approval of this contract with less than ten (10) years of service shall be considered grandfathered in and continue to receive Longevity Pay.

- 6.7. Certification Pay. Certification Pay shall be paid only to employees when their current Job Classification requires the certification and is part of the Job Description. Employees receiving Certification Pay outside of their current Job Classification at the time of approval of this agreement shall no longer be eligible to continue receiving said Certification Pay. Percentages are individually calculated on the base rate of pay.

Public Works employees will be eligible effective July 1, 2026 to receive Certification Pay as follows, provided that the certification is relevant to their standard duties as described in their position description:

Upon acquiring a ORDEQ or OHD Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ORDEQ or OHD Level 2 Certification – three percent (3%) of the employee's current step base rate of pay. – In lieu of (not cumulative with) Level 1 Certification pay.

Upon acquiring a ORDEQ or OHD Level 3 Certification – four percent (4%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 2 Certification pay.

Upon acquiring a ORDEQ or OHD Level 4 Certification – four percent (5%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 3 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification – three percent (3%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 1 Certification pay.

Upon becoming a Commercial Drivers License trainer – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a Certified Playground Safety Inspector certification – five (5%) of the employee's current step base rate of pay.

Upon acquiring a Backflow Assembly Tester certification – one (1%) of the employee's current step base rate of pay.

Upon acquiring a Cross Connection Specialist certification – one (1%) of the employee's current step base rate of pay.

A Public Works employee who obtains the Oregon Department of Agriculture pesticide public applicator license and one additional endorsement will be paid three percent (3%) of the employee's current step base rate of pay, which shall be paid only to employees regularly assigned to perform pesticide application work as per their job description. Employees will be paid an additional one percent (1%) for each additional endorsement they obtain.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay.

Crew Leaders are eligible for Direct Responsibility Charge (DRC) pay upon earning the appropriate qualification in Water Distribution or Wastewater Collection as determined by OHA or DEQ and will be paid as one percent (1%) of the Crew Leader's current base rate of pay.

Upon acquiring a Mechanic ASE certification – three percent (3%) of the employee's current base rate of pay.

All certifications shall be cumulative, up to a maximum of eight percent (8%) of base pay.

Employees holding ORDEQ or OHD certifications outside their current position description shall be eligible for one percent (1%) of the employee's current step base rate of pay for each additional certification held. This additional certification pay shall be cumulative with other certification pay, up to a maximum of eight percent (8%) of base pay.

Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive their certification pay beginning the pay period immediately following the month the certificate is provided to the Department Head. Certifications must be kept current and in good standing in order to continue receiving certification pay and may be subject to verification at the request of management. Employees may earn multiple certification premiums up to a maximum of eight percent (8%) of base pay.

Nothing in this section is intended to affect the agreements concerning who bears the costs of acquiring initial credentials required for job classifications set forth in Article 14.

ARTICLE 7 – HEALTH & WELFARE

- 7.1 Benefits Provided. The City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

The City will extend to eligible part-time employees the same medical, dental, and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

- 7.2 Changes to Health Benefits. If, during the term of this agreement the City contemplates changing health plan carriers, or making a significant change in plan design of the current plan, the Union may request, and shall be granted, the opportunity to participate in a joint Labor Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director (or designee), and an AFSCME representative (as an observer) to evaluate other insurance options, select a plan, and address cost sharing issues for insurance

coverage.

If no agreement is reached, the union's participation in the Labor Management Committee shall not constitute a waiver of the Union's right to demand to bargain the impact of health plan changes made by the employer.

ARTICLE 8 – VACATIONS

8.1 Accrual. All full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment. New employees shall be granted 24 hours of vacation upon hire. The accrual schedule shall be as follows:

- Hire date to 3 months = 0 hours. The initial bank of 24 hours may be used.
- 3 months to 4 years 11 months = 96 hours, with the first year pro-rated to being accrual up to 96 hours after 3 months of employment. Accumulated at the rate of 8 hours per month.
- 5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.
- 10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.
- years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

8.2 Maximum Accrual. An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of 200 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of 240 hours.

Accrual balances shall be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3 Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire six (6) months from the month in which the vacation was canceled if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep them under the maximum accrual.

8.3 Scheduling. Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, they may not exercise seniority of choice of the second, third, etc., vacation periods until all employees

with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-quarter (1/4) hour.

- 8.4 Part-Time Employees. Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees, as defined in article 4.8, shall accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

- 8.5 New Employees. New employees shall receive a vacation leave bank of 24 hours upon hire. They shall accumulate vacation leave 90 days from date of hire and are eligible to utilize vacation hours at time of hire.
- 8.6 Vacation Cash Out. Full-time and part-time employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a twenty (20) hour vacation in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.
- 8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave, the City shall meet with the employee to discuss potential financial impacts of the revocation.

ARTICLE 9 – RETIREMENT

- 9.1 Retirement Contribution. The City shall, in accordance with the MissionSquare retirement plan documents and rules (as of 1/1/2026), contribute on behalf of eligible employees, twelve percent (12%) of salary contributed to the MissionSquare Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.
- 9.2 Deferred Compensation. Eligible employees may participate in the City's deferred compensation programs section 457 plan administered by MissionSquare.
- 9.3 Vesting Schedule. All represented employees shall be vested at fifty percent (50%) after completion of one (1) year of service; seventy-five percent (75%) after completion of three (3) years of service; and one hundred percent (100%) after completion of five (5) years of service.
- 9.4 Reduction in Force Benefits. Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours.

- 9.5 Probationary Period for Benefits. Benefits are not provided under the article until after six (6) months of employment with the City.

ARTICLE 10 – HOLIDAYS

- 10.1 Designated Holidays. The following paid holidays will be recognized at observed by the dates so recognized and approved by the City:

New Year's Day	Presidents' Day
Memorial Day	Labor Day
Independence Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

(2) Employee personal holidays (to be accrued and used as per Article 10.4)

- 10.2 Holiday Pay. Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on a regularly scheduled day off, City management shall have the discretion to choose an alternate day on which the holiday shall be observed by the employee on a workday adjacent to the holiday, or to allow the employee to bank the equivalent of a full shift of work in Personal Holiday time (in addition to Article 10.4).

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

- 10.3 Holiday Work. Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City.

Compensation received under this section shall not be pyramided with any other form of compensation.

- 10.4 Personal Holiday. Full-time employees will receive two (2) personal holidays (hours equal to 2 shifts) with pay at the employee's regular rate of pay.

ARTICLE 11 – SICK LEAVE

1. Accrual. Full-time employees working an eight (8) hour a day shift will accrue sick leave at the rate of eight (8) hours per month, and full-time employees working a ten (10) hour a day shift will accrue sick leave at the rate of ten (10) hours per month, beginning with the employee's date of hire. Employees who work less than full-time will accrue a pro-rated amount of sick leave. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.

2. Sick Leave Incentive. An employee may cash out a maximum of 40 hours of unused sick leave each fiscal year, as long as they maintain a minimum of 100 hours of unused sick leave on the books.
3. Vacation Leave Donation. Employees may donate vacation to be used by co-workers as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and is off work due to catastrophic or chronic illness, hospitalization, operation, or accident, or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate. Donations shall be administrated as described in City policy as of 1/1/2020.
4. Utilization. Employees are eligible for sick leave as defined by law, including but not limited to:
 - A. For the diagnosis, care, or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury, or health condition, and includes preventative medical care such as prenatal visits and routine medical and dental visits;
 - B. If the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking as defined by Oregon law (ORS 659A.272) and required leave for any of the purposes in that law;
 - C. If the employee's place of business is closed or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;
 - D. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official of a licensed health care provider who is primarily responsible for providing health care to the family members;
 - E. If the City is required by law to exclude the employee from work for health reasons; or
 - F. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

For purposes of this clause, "family member" shall mean the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner and the domestic partner's child, sibling, or parent; the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological adoptive or foster parent, sibling, sibling-in-law, or child; or any other person defined under ORS 657B.010(19).

5. Utilization upon Death, Retirement, or Layoff. Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due

to an illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the employee's death.
 - B. Upon an employee's retirement: A portion of the value of accrued and unused sick leave at retirement, unless the employee is facing discharge, computed by the employee's base wage rate, as specified below. To be eligible for this retirement benefit, the employee shall have met the continuous service years requirement listed below or attained age 55, whichever is less:
 - Completion of 20 years continuous City service: 30%
 - Completion of 25 years continuous City service: 40%
 - Completion of 30 years continuous City service: 50%
 - C. Upon an employee's layoff: In the event an employee is laid off by the City, the employee shall have one of the following options:
 - 1. Receive thirty percent (30%) of unused sick leave in a cash payment at the time of layoff at the employee's regular rate of pay which shall result in a zero sick leave balance; or
 - 2. Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 22.3, which would only be available to the employee in the event of recall.
6. Workers' Compensation. Employees are insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.
- A. During periods of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this agreement related to sick leave, short-term disability, and long-term disability,
 - B. When an employee must take a leave due to a job-related disability, they will receive time loss benefits from the City's worker compensation insurer. The time loss benefit is computed by the workers' compensation insurer, based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
 - C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the workers' compensation insurer and the employees net regular salary.

- D. Under no circumstances may an employee use accrued paid leave to exceed the employee's net regular salary. An employee may notify the City that the employee does not want the leave charged against accrued leave and the employee will remain in time loss and/or other appropriate protected leave status.
 - E. While the employee is out on worker's compensation, the employee shall be entitled to accrue full holiday, vacation, sick leave, and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.
7. Misuse. The parties recognize that the ability to attend work regularly and reliably is an essential job function. Misuse of sick leave is grounds for disciplinary action up to and including discharge.
8. Medical Verification. The City may, as allowed by law, require the employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their certifications that are not covered by the insurance provided to employees under Article 7. In the event that an employee uses unpaid leave as provided by FMLA or OFLA, medical verification may be required and obtained in accordance with law.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.1 Leaves of Absence Without Pay – Criteria & Procedure. The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on their written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and their position shall be declared vacant; unless the employee prior to expiration of their leave of absence or prior to the termination date has furnished evidence that their is unable to work by reason of sickness, physical disability, or other legitimate reason beyond their control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the

department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 22.3 – Recall.

- 12.2 Jury Duty. Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.
- 12.3 Military Leave. Military leave shall be granted in accordance with Oregon and Federal law.
- 12.4 Family and Medical Leave. Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.
- 12.5 Inclement Weather Closure. In the event inclement or hazardous conditions which, in the judgement of the City, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices the Employer will publish an announcement by posting on the City's website and social media and attempting to contact each employee via text message or by phone.

Employees may request and the City may grant the use of vacation leave, personal holiday time, leave without pay, or utilization of flex time (in accordance with flex time language in the contract) to cover time lost under these situations.

When in the judgement of the City, inclement or hazardous conditions require the closing offices or facilities prior to the beginning of the normal work shift, employees who report to work prior to the decision to close the office of facility shall be paid for the remainder of the shift.

If an employee chooses to remain home during an inclement weather event and the City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, with the Department Head's permission, make up lost time due to inclement weather by working additional hours within the said pay period, provided that such adjusted work schedule does not result in additional overtime payments.

- 12.6 Compassionate Leave. In the event of a death of a family member of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. Family member shall be defined by Article 11.4 of this agreement or ORS 657B.010(19), including the following: spouse, parent, child, siblings, grandparent, stepparent, stepchild, father-in-law, mother- in-law, brother-in-law,

sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

ARTICLE 13 – UNIFORMS & EQUIPMENT

Between July 1st and October 1st, each employee eligible for a uniform allowance shall receive a single payment of \$400 (pre-tax) in order to purchase required clothing and shoes. The City will not offer charge accounts at retailers, so employees are responsible for ensuring they are properly equipped for work at the retailer of their choice. If employees do not spend the full amount, they will not be required to return the difference to the City.

Employees must be prepared for work with the following clothing:

- Jeans (no rips or tears)
- Work boots

Boots must be sufficient to protect from:

- Impact and compression from heavy objects
- Penetration from sharp objects
- Electrical hazards
- Slippery surfaces

The City will furnish shirts, hats, vests, gloves, and other necessary clothing at no cost to the employee.

Employees who are not prepared with the appropriate uniform will be sent home and required to take leave (paid or unpaid) until they can return with the required clothing. Employees are encouraged to budget their funds throughout the year to account for any necessary replacement. Additional funds will not be provided within the same fiscal year unless approved by management.

City-furnished safety equipment and uniform items will be provided and used exclusively on duty and shall be designated as inappropriate for off-duty wear.

The City may provide cell phone(s) (or other relevant communication devices) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee who is issued a cell phone or relevant device shall be responsible for and use them according to established City policy and government ethics and public records requirements. Damage to or loss of City-issued devices may result in repair or replacement costs being billed to the employee against their next paycheck.

ARTICLE 14 – EDUCATION & TRAINING

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City encourages and provides training and education for employees based on the availability of funds and operational necessity and priorities education and training opportunities and City policies.

14.1 Required Education/Training. All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the Job Classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs reimbursement in amounts consistent with City policy.

A. Any tests that are required of employees in their job description for purposes of certifications and/or career development at the request of the City shall be paid for by the City, for the first test only. Should an employee fail the required test, the employee will be requested to take the test a second time, at their own personal expense.

B. Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, or compensatory time, or offset as flex time on an hour for hour basis within the same workweek, at the employee's discretion.

14.2 In-Service Training. The City encourages "in-service" training by utilizing the training skills and resources of City employees, trainers with relevant expertise, video/audio tapes, and other resources available.

14.3 Professional Conferences. The City will pay for the registration, meals, lodging and related expenses for an employee to attend pre-approved conferences directly related to the employee's job duties, subject to availability of budgeted funds with authorization by the Department Head. Travel time and time at conference constituting "hours worked" as defined by the FSLA shall be compensated in accordance with Article 14.1c of this Agreement.

14.4 Training Time Which Need Not Be Compensable. The City encourages employees to take advantage of continuing education, conferences and training activities outside of the city, which may be beneficial to the employee and their career development, job knowledge and productivity and not otherwise identified in this Article. An employee may initiate a request to attend trainings which is not sponsored, and which is not provided by the City. In the case of such an employee request, which is strictly voluntary, the employee and the city may agree to any mutually acceptable arrangement in order that the employee may attend the training. Such arrangements may consist of any combination of city paid expenses, employee paid expenses, partial expense reimbursement, partial

travel reimbursement, and treatment of hours of travel and training attendance as hours worked, leave accruals or unpaid leave or offsetting flex time, without incurring overtime expenses.

- 14.5 Higher Education Opportunities. The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhances an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an employee, the City will provide reimbursement for approved training such as vocational training or programs, or college level courses, up to a maximum of six (6) credits per term, offered by accredited institutions of higher education not to exceed the per credit hour tuition-only cost of undergraduate, in-state base tuition at Oregon State University – Corvallis Campus for the academic year at the time of employee enrollment.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended, and the City Manager approved, the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase has been approved by the employee's supervisor and books become the property of the City. The City will not pay for any higher educational courses or training in advance.

- 14.6 Commercial Driver's License (CDL) Tuition Reimbursement Agreement. No term, condition, or privilege of employee's employment obligates the City to bear the cost or expense of employee obtaining a CDL Class C license. Notwithstanding, the City will advance the costs of tuition and certain educational expenses ("Tuition Payments") so that employee may obtain a CDL Class A license at a Department of Licensing approved training school if it is required as per the job description. The City will cover the initial tuition costs but will not be responsible for additional costs associated with retaking a test or course.

"Tuition Payments" are defined as follows:

- Tuition charged by the school;
- Books, workbooks, manuals required for the course;
- Employee wages earned during the duration of the CDL training; and
- Medical evaluation

In consideration of Tuition Payments made by the City on Employee's behalf, the employee will be responsible for all "CDL Licensing fees".

"CDL Licensing fees" include the following:

- Employment Drivers Abstract
- Knowledge Test
- Commercial Drivers Learners Permit
- Skills Test
- CDL Endorsement

The total cost impact to the employee for "CDL Licensing fees", is estimated to be \$450.00. Employees will also be responsible for the following while enrolled in CDL Training:

- Employee is responsible for their own meals. Employee will not be reimbursed for meals.
- Employee is not eligible for call-out, or stand by, while enrolled in training.

Employee agrees to reimburse "Tuition Payments" as described below:

1. If employee withdraws from school before completing the course or fails to obtain a CDL Class A license after completing School, employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on employee's behalf. Reimbursement of Tuition Payments shall be recovered by deduction from employee's subsequent wages. Such deductions shall be made each pay period, but deductions shall not exceed five percent (5%) of employee's net earnings per pay period, unless employee is separating employment in which case any remaining deduction will be taken from employee's final paycheck.

An Employee who withdraws from the school, or who is dismissed from the class for misconduct, will be subject to disciplinary action, up to and including termination. Special circumstances, such as death within the employee's immediate family, or employee medical emergencies, will be evaluated on a case-by-case basis, and a determination made relating to employee's responsibility.

2. If Employee resigns employment, or if Employee's employment is terminated for cause less than one (1) year after completing School, Employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on Employee's behalf.

3. If Employee resigns employment, or if Employee's employment is terminated for cause more than one (1) year but less than two (2) years after completing School, Employee agrees to reimburse the City seventy-five percent (75%) of Tuition Payments made by the City on Employee's behalf.
4. If Employee resigns employment, or if Employee's employment is terminated for cause more than two (2) years but less than three (3) years after completing School, Employee agrees to reimburse the City fifty percent (50%) of Tuition Payments made by the City on Employee's behalf.
5. If employee resigns employment or if employee's employment is terminated for cause more than three (3) years but less than four (4) years after completing school, employee agrees to reimburse the City twenty-five percent (25%) of Tuition Payments made by the City on Employee's behalf.
6. If Employee resigns employment or if Employee's employment is terminated for cause more than four (4) years after completing School, Employee will not be required to reimburse Tuition Payments made by the City on Employee's behalf.

Except as provided in Section 6 above, any and all reimbursement amount still outstanding upon employee's separation from employment will be deducted from employee's net earnings in employee's final pay period. If there remains a reimbursement amount after deduction from the employee's final pay period, the amount due shall be treated as a debt and the City may take action to recover the amount of the debt as allowed by law, including collection of interest and reasonable attorney fees incurred in recovering the debt.

This Tuition Reimbursement Agreement does not create an express or implied contract of employment between employee and the City and does not amend or modify the terms and conditions of employee's employment as described in the class specification for employee's position, the collective bargaining agreement covering employee's position, the City of Sweet Home Personnel Manual, or any other policies or procedures applicable to employee's employment.

In addition to the foregoing, this Tuition Reimbursement Agreement is conditioned on Employee's successful completion of Department of Transportation requirements for drug and alcohol testing and release of the Medical Officer's Report and Employment Driving Abstract to the Commercial Driver's License School, within 30 days of the class.

ARTICLE 15 – SAFETY

- 15.1 Safety & Health Committee. The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and

Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS, and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of four (4) management representatives designated by the City and one (1) bargaining unit representative from each City facility.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

ARTICLE 16 – FILLING OF VACANCIES

Procedures to fill job openings for positions within the Bargaining Unit shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities of two bargaining unit employees competing for the same opportunity are deemed equal, as determined solely by the City in its discretion, bargaining unit seniority will generally be the determining selection factor.

Job openings and promotion or transfer opportunities shall be posted and noticed to all union members in house for two weeks and may be simultaneously advertised as the City elects. Internal applicants will be considered before consideration is given to external applicants. Internal candidates qualified by virtue of the posted job description will be afforded an interview prior to interviews of external applicants.

ARTICLE 17 – WORKING OUT OF CLASS

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work “Out of Class” as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee’s signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

17.1 Employee-initiated out of class work: The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and properly trained employee be assigned “Out of Class” work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all “Out of

Class" work shall be made by City in its sole discretion.

ARTICLE 18 – JOB DESCRIPTION

When a bargaining unit job description is revised and the qualifications, responsibilities and/or complexity of the job are meaningfully increased, employee(s) and the Union Council Representative shall be provided the revised position description and afforded an opportunity to bargain a salary adjustment upon request which adjustment, if any, shall be effective retroactively to the effective day of the reclassification.

ARTICLE 19 – CLASSIFICATION COMMITTEE

Reclassifications will be determined by the Classification Committee. The Classification Committee shall be composed of three (3) City representatives and three (3) union representatives.

A reclassification during the term of this agreement may be initiated by any employee or group of employees who believe that their current classification specification no longer adequately defines their duties.

The process for requesting a classification shall be:

1. The requesting employee will submit a written request to their supervisor and HR to initiate the reclassification process. This request should include the employee's current job description and duties, the duties they believe they are performing outside of their job description, and any other supporting or relevant documents.
2. The Classification Committee will meet to review the reclassification request within thirty (30) days of the request being submitted. A consensus must be reached between the parties for a recommendation of classification. That recommendation will be sent to HR for implementation.
3. If an employee is moved into a higher job group, the employee's step in the higher range shall be the step that provides the employee with at least a five (5) percent wage increase, but in no case shall the employee move into a new range at lower than Step two (2) or B. Wage increases are contingent upon City Council approval.
4. If the Committee finds that an employee has been performing duties outside of their classification and their supervisor has instructed them to cease those duties going forward, the employee will be entitled to back pay for up to two (2) months of at the rate of the position they would have been reclassified to.

The Classification Committee shall review all job description updates at least thirty (30) days before any change is implemented. The Committee shall review any department restructurings that affect job descriptions.

ARTICLE 20 – DISCIPLINE & DISCHARGE

20.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file.

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

20.2 Investigation/Due Process. The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At their request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

20.3 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation;

The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

When responding to misconduct that is short of egregious (very serious), the City must issue at least one level of discipline that allows the employee an opportunity to improve.

The above guidelines shall not preclude the Union or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 22.5.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 Resolution Process. The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor and the affected employee, with or without a Union Representative, shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

- A description and date of the circumstances that led up to or are the cause for the grievance;
- A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), notify the management team they are proceeding to arbitration and shall simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within fourteen (14) workdays of the receipt of the list of arbitrators, or otherwise if the parties agree, the parties will select an arbitrator from the list by alternately

striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. A date for arbitration must be set within twenty-one (21) days of the date of selection of the arbitrator. If not by the parties collaboratively, then by either party and the selected arbitrator jointly unless the parties otherwise agree.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to interpreting and enforcing this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

21.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included. The parties may agree in writing to extend or shorten any time period specified in this Article.

ARTICLE 22 – SENIORITY

22.1 Definition. City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department.

Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 22.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

22.2 Reduction in Force. If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

22.3 Recall. Any employee covered by this Agreement who may be on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are

competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

22.4 Notice. It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

22.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

22.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

22.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

22.8 Process The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned

or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.

ARTICLE 23 – STRIKES

- 23.1 No Strike. The Union and its members, 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 restrictions of work, at any location in the City during the term of this contract. 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 picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.
- 23.2 Union Obligation In the event of employee conduct which constitutes 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 in violation of this Article, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 23.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.
- 23.3 Lockout There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

ARTICLE 24 – PERSONNEL RECORDS

- 25.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file at a mutually convenient time upon request. Employees may receive a copy of their personnel file in accordance with ORS 652.750.
- 25.2 Grievances. No grievance material shall be kept in employee personnel files after the grievance has been resolved excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.
- 25.3 Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature, unless

the provisions below apply. Employees shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record. If the employee refuses to sign the material, the City may place the material in the files provided a statement has been signed and dated by two (2) City representatives, one of which must be the City Manager or Deputy City Manager, attesting to the refusal.

- 25.4 Written Responses. If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein. This response shall be included as part of their personnel file until the material is removed.
- 25.5 Other Inclusions. The City may, at its option, include favorable materials in an employee's file that are related to their duties. Employees shall be treated equally and requests shall not be unreasonably denied.
- 25.6 Removal. The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely, or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Employees may request removal of documentation of verbal reprimands after one year provided the employee has received no other discipline in the previous year, and may request removal of written reprimands after two years provided the employee has no additional discipline in the previous two years. Such requests will not be unreasonably denied. Employee evaluations are not subject to removal. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations but may be used to establish forewarning or for litigation defense.

ARTICLE 25 – SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 26 – TERM OF AGREEMENT

- 26.1 Term. This Agreement shall be effective on July 1, 2026, and shall remain in full force and effect until June 30, 2029.

26.2 Renewal. This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

EXHIBIT A
SALARY SCHEDULE
 July 1, 2026-June 30, 2027
 (5% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4458	4681	4915	5062	5213
Building Inspector	6050	6353	6671	6871	7076
Code Compliance	4490	4715	4950	5100	5251
Communications Specialist	4871	5077	5291	5510	5736
Court Clerk 1	4133	4299	4472	4653	4841
Court Clerk 2	4432	4654	4885	5031	5182
Crew Leader	5417	5639	5870	6110	6361
Crew Leader - Streets	5417	5639	5870	6110	6361
Engineering Technician 2	5646	5928	6225	6410	6602
Librarian	4852	5096	5351	5508	5674
Library Assistant	21.67	22.75	23.89	24.61	25.34
Maintenance Worker 1	3751	3939	4136	4261	4388
Mechanic	5212	5472	5747	5907	6082
Municipal Maintenance Worker	4489	4669	4858	5056	5262
Office Specialist - Building Dept.	4228	4450	4685	4825	4970
Parks Maintenance 1	4328	4505	4688	4880	5081
Permit Technician	5094	5266	5519	5747	5984
Planning Assistant	5094	5266	5519	5747	5984
Plant Operator 1	4753	4942	5141	5347	5561
Plant Operator 2	5032	5233	5466	5662	5888
Plant Operator 3	5641	5865	6099	6343	6596
PW Administrative Assistant	4852	5096	5351	5508	5674
Utility Billing Specialist	4127	4304	4486	4674	4868
Utility Billing Specialist 2	4248	4460	4683	4822	4968

EXHIBIT A
SALARY SCHEDULE
July 1, 2027-June 30, 2028
(4% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4637	4868	5112	5265	5422
Building Inspector	6292	6607	6937	7146	7359
Code Compliance	4669	4903	5148	5304	5461
Communications Specialist	5066	5280	5503	5731	5966
Court Clerk 1	4298	4471	4651	4839	5034
Court Clerk 2	4609	4840	5080	5232	5389
Crew Leader	5634	5864	6104	6354	6615
Crew Leader - Streets	5634	5864	6104	6354	6615
Engineering Technician 2	5872	6165	6474	6667	6866
Librarian	5046	5299	5565	5729	5901
Library Assistant	22.54	23.66	24.84	25.60	26.35
Maintenance Worker 1	3901	4096	4301	4431	4563
Mechanic	5421	5690	5977	6144	6325
Municipal Maintenance Worker	4668	4856	5053	5258	5472
Office Specialist - Building Dept.	4397	4628	4873	5018	5168
Parks Maintenance 1	4501	4685	4876	5076	5284
Permit Technician	5297	5476	5740	5977	6223
Planning Assistant	5297	5476	5740	5977	6223
Plant Operator 1	4943	5140	5346	5560	5783
Plant Operator 2	5233	5443	5685	5888	6124
Plant Operator 3	5866	6100	6343	6597	6860
PW Administrative Assistant	5046	5299	5565	5729	5901
Utility Billing Specialist	4292	4476	4665	4860	5063
Utility Billing Specialist 2	4418	4639	4870	5014	5166

EXHIBIT A
SALARY SCHEDULE
July 1, 2028-June 30, 2029
(3% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4776	5014	5265	5422	5584
Building Inspector	6481	6805	7146	7360	7580
Code Compliance	4809	5050	5302	5463	5625
Communications Specialist	5218	5438	5668	5903	6145
Court Clerk 1	4427	4605	4790	4984	5185
Court Clerk 2	4748	4985	5232	5389	5551
Crew Leader	5803	6040	6287	6545	6814
Crew Leader - Streets	5803	6040	6287	6545	6814
Engineering Technician 2	6048	6350	6669	6867	7072
Librarian	5198	5458	5732	5900	6078
Library Assistant	23.22	24.37	25.59	26.36	27.14
Maintenance Worker 1	4018	4219	4430	4564	4700
Mechanic	5583	5861	6156	6328	6515
Municipal Maintenance Worker	4808	5002	5204	5416	5636
Office Specialist - Building Dept.	4529	4767	5019	5168	5323
Parks Maintenance 1	4636	4825	5022	5228	5443
Permit Technician	5456	5641	5912	6156	6410
Planning Assistant	5456	5641	5912	6156	6410
Plant Operator 1	5092	5294	5507	5727	5957
Plant Operator 2	5390	5606	5856	6065	6308
Plant Operator 3	6042	6283	6534	6795	7066
PW Administrative Assistant	5198	5458	5732	5900	6078
Utility Billing Specialist	4420	4610	4805	5006	5214
Utility Billing Specialist 2	4551	4778	5016	5165	5321