

**COLLECTIVE BARGAINING
AGREEMENT**

CITY OF GRESHAM

AND

TEAMSTERS LOCAL 223

GENERAL UNIT EMPLOYEES

JULY 1, 2018 - JUNE 30, 2021

Contract No. 7438

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PREAMBLE

This Agreement between the City of Gresham, Oregon (hereinafter referred to as the "City") and Teamsters Local 223, General Unit (hereinafter referred to as the "Union"), sets forth the entire agreement between the parties.

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit Description › The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment as required by ORS 243.650, for all regular employees of the City of Gresham except as excluded below:

All employees represented by other Unions or Associations, supervisory, confidential and any other employees excluded by State statute, part-time employees working less than 20 hours, seasonal employees, employees employed pursuant to a state funded injured worker rehabilitation program, temporary employees, and employees in the following departments and/or job classifications: the City Administration division of the Office of Governance & Management, City Attorney's Office, Civil Engineer I & II, Structural Engineer, Budget Analyst(s), Management Analyst(s) and Financial Analyst(s).

1.2 Temporary/Seasonal › Temporary/seasonal employees are those hired on a temporary basis for a period not to exceed six (6) months in any 12-month period. Where it becomes necessary to retain the employee beyond six (6) months in a 12-month period, the City may place the employee in a limited term capacity as defined below or the parties may, by mutual agreement extend the temporary status of the employee. The City will notify the Union in writing of all new temporary/seasonal hires within thirty days of being employed.

1.3 New Classifications › If the City creates a new classification, which is not excluded as defined above, the City will provide the Union with a written classification description and a salary rate. The salary rate shall be effective unless the Union notifies the City in writing, within ten (10) calendar days of its receipt of the notification of classification, of its desire to negotiate the salary rate. If negotiations are requested, they shall occur as provided by State statute. The provisions of this section shall not prohibit the City from filling any new classification.

1.4 Bargaining Unit Work › Nothing in this agreement shall be construed to prevent the performance of bargaining unit work by supervisors or other nonbargaining unit employees so long as bargaining unit employees are not denied significant work opportunities, i.e., overtime that goes beyond simple adjustment or repair that can be handled efficiently by a supervisor or non-bargaining unit employee.

1.5 Limited Term Employees › The City may hire limited term employees for a duration of up to two years. In the case of grant funded, bond funded, or positions employed under an Intergovernmental Agreement (IGA), the City may hire limited term employees up to the extent of the funding source depletion if agreed to by both parties. Limited term employees may be extended beyond these duration limits if mutually agreed to by both parties. These employees will be covered by the terms of this agreement except as specified below:

- Article 13.4 – Public Utility Worker II Vacancies
- Article 13.5 – Layoff
- Article 14 – Seniority
- Article 15 – Probationary Period
- Article 16 – Discipline and Discharge

The City agrees to notify the Union whenever a limited term employee is hired through monthly payroll reports.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes that the City retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

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

- a. To direct and supervise all operations, functions, and policies of the departments in which bargaining unit employees are employed, and the operations, functions, and policies in the remainder of the City as they may affect employees in the bargaining unit.
- b. To close or liquidate offices, branches, operations or facilities, or a combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- c. To determine the need for reductions or increases in the work force and the implementation of any decisions with regard thereto.
- d. To establish, revise, and implement standards for hiring, promotion, work quality, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- e. To assign and distribute work within classifications.
- f. To contract or subcontract work as determined by the City.
- g. To assign shifts, workdays, and work locations.
- h. To direct the activities of departments.
- i. To determine the need for and the qualifications of new employees, transfers, and promotions.
- j. To discipline or discharge for cause.
- k. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

- I. To introduce new duties and to revise job classifications and duties within the unit, provided the Union will be notified of revisions and will be given an opportunity to meet and discuss the salary rates for revised classifications.

The exercise of any management prerogative, function, or right set forth above, which is not specifically modified, limited, or abridged by this Agreement, is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

ARTICLE 3 UNION SECURITY

3.1 Checkoff › The City will deduct Union initiation fees and Union dues from the employee's wages when directed in writing by an employee on an authorization form provided by the Union. The amount to be deducted shall be certified in writing by the Union.

3.2 Miscellaneous Deductions › The City shall also deduct insurance premiums and credit union shares from the employee's wages when directed in writing by the employee.

3.3 Deduction Transmittal to Union › The City shall remit aggregate deductions of Union members to the Union, together with an itemized statement, within 15 days after the deductions are made. This service shall be performed at no cost to the Union.

3.4 Hold Harmless › The Union agrees to indemnify, defend, and hold the City harmless against any claims made, or any suits instituted against the City, as a result of any payroll deductions made under this Agreement. The Union agrees to refund to the City any amounts paid to it in error.

3.5 Annexation › If the City is required to bargain with the Union on issues regarding annexation, such as the impact on bargaining unit employees, it will do so as required by Oregon Revised Statutes, Chapter 243. The City shall notify the Union of any issues concerning annexation and shall enter into negotiations following the receipt of a written demand from the Union. Issues shall be limited to those affecting bargaining unit members, as provided by ORS 243.

3.6 New Hires › Human Resources will notify the Union of all new hires (including limited term employees) in the bargaining unit within 30 days after they have been employed. The City will furnish the Union with the employee's name, social security number, mailing address and position for which they were hired.

ARTICLE 4 UNION REPRESENTATION / STEWARDS

4.1 Bargaining and Grievances › Employees who are official Union representatives, as certified in writing, may be allowed time away from their work stations without loss of pay when attending meetings with the City for negotiating labor agreements or adjusting grievances under the procedures defined herein. During negotiations, only six (6) employees will be allowed time away from work without loss of

pay.¹ The City and the Union shall also meet from time to time if both parties agree that said meetings will serve constructive purposes to prevent or eliminate grievances.

Reasonable advance notice shall be given to the supervisor when a representative desires to be away from his work assignment. Such absence is subject to supervisor approval based on operational requirements.

4.2 Bulletin Boards › The Union will be allowed adequate space on City bulletin boards to post information regarding Union business. Notices will include information about the time and place of meetings, Union social and charitable activities, and posting of official Union publications.

4.3 Union Business Representatives › The City agrees that authorized Union representatives, who are currently certified in writing with the City and who have obtained advance approval from the City, may have reasonable access to City premises during working hours for assisting in the administration of this Agreement or conducting official Union business so long as such visits do not create any disruption of work.

ARTICLE 5 HOURS OF WORK

5.1 Hours of Work › A regular work week shall normally consist of five (5) consecutive 8-hour days. Hours of work shall be consecutive except for an uncompensated meal period. At the option of the City a regular work week consisting of four (4) consecutive 10-hour days, or such other work week scheduling as is permissible under state or federal regulation, may be established on not less than fourteen (14) calendar day notice. Employees will be scheduled for two (2) or three (3) consecutive days off during the normal work week, depending on their respective schedules.

5.2 Shift Changes › When shift changes result in rescheduling of days off, employees shall be guaranteed at least four (4) days off within the two-week calendar period that the shift change occurred. Such days off will not necessarily be consecutive and will not result in overtime if the employee does not work more than the average of 40 hours in a two-week period.

Department of Environmental Services, Operations Center Exception:

There are occasions where operational needs require a temporary shift change of four (4) days or less, the Union and the City mutually agree to the following:

- a. A shift change shall be considered the start of a new work shift.
- b. Shift changes resulting in a change of schedule of four (4) days or less shall be compensated in cash at time and one half for hours associated with a regular daily work schedule.
- c. Employees shall have the option of cash or compensatory time for all hours worked in excess of eight (8), nine (9) or ten (10) hours, depending on the employee's respective daily work schedule, during a shift change.
- d. Employees shall not be required to work their regular schedule following a shift change.

¹ Negotiation note: The allowance of six employees without loss of pay will still be impacted by paragraph 2 of this section, i.e., circumstances may arise where fewer than six may be at the table because of operational requirements.

Street Sweeping Exception:

The City and the union agree that there is an operational need for weekly street sweeping outside of the 6:00am – 9:00am start time that is performed as overtime outside of regular working hours and start times.

Overtime opportunities for street sweeping will not be considered an Operations Center shift change exception under Article 5.2 due to the recurring and voluntary nature of the opportunities and because employees volunteering for the opportunities work their regularly assigned schedule on the same day that the overtime is worked.

In the event that an employee volunteering for street sweeping overtime does not work all of their regularly scheduled shift when they have begun their shift early for street sweeping, they will not be eligible for overtime compensation unless the hours worked in that day exceed their regularly scheduled hours.

5.3 Split Shift › Employees may have the option of working a split shift. A split shift is 8, 9, or 10 hours of work (depending on the employee’s regular schedule) completed during two different blocks of time within the assigned work day. This option may only be applied by mutual agreement of the employee and their supervisor.

5.4 Work Week in Public Works › The basic work week for most employees shall be Monday through Friday. City services and operations may require schedules other than Monday through Friday. The City will not use such schedules unnecessarily. The Union may use the contract grievance procedure if it considers any work schedule unreasonable in meeting the City’s operational needs.

5.5 Work Schedules › Work schedules showing workdays, shift assignments, and work hours will be posted in advance by the City on bulletin boards at the employees’ reporting place of work. The City will change established work schedules only after 48 hours’ advance notice is given to the employees and the Union except in an emergency, which is defined as a situation beyond the reasonable control of the City which cannot be anticipated. Employees in the classifications of Police Records Specialist I and Police Records Specialist II shall be given seven (7) calendar days advance notice of change in regularly scheduled days off subject to the same provisions applying to the 48-hour notice above. Any employee shall have the right to waive any of the above notice requirements.

5.6 Starting Times › Current practices for day shift starting times shall continue, except that the City may change starting times between 6 a.m. and 9 a.m. for any employee or group of employees, with 48 hours’ advance notice to the Union. The City may change the starting times outside the 6:00 a.m. - 9:00 a.m. time frame for legitimate operating requirements only.

When daily schedules are flexed or split by mutual agreement, the employee shall be paid shift differential for all hours worked from 5:00 p.m. to 7:00 a.m. as outlined in 18.4 Shift Differentials when such change is requested by the City.

5.7 Cleanup Time › Employees engaged in work that requires substantial personal cleanup will be granted 15 minutes of cleanup time prior to the end of their shift.

5.8 Rest Periods › All employees shall be granted a 15-minute rest period during each half shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each half shift.

5.9 Meal Periods › All employees shall be granted a lunch period of not less than one-half (1/2) hour or more than one (1) hour, except in emergency situations. Lunch periods shall be without pay, and shall be taken at approximately the middle of the work shift. No rest period or meal break period may be taken at the start or end of an assigned shift unless necessitated by emergency conditions of that day. Due to operational needs in Police Records, Police Records Specialists 1 and 2 may combine their two contractual 15-minute rest periods with their contractual one-half hour unpaid meal break as close as operationally possible to the middle of each work shift.

If approved by the employee's supervisor and based on operational feasibility, the lunch period may be extended up to thirty (30) minutes beyond the one (1) hour maximum for a total unpaid meal period of 90 minutes. Any extended meal time must be made up by coming in early, staying later or using accrued leave on the day of its occurrence.

5.10 Travel Time › "Hours worked" includes the following travel time:

- a) Time spent traveling during regular work hours on a scheduled work day.
- b) Travel time occurring during regular hours on an employee's scheduled day off.
- c) Travel time outside of regular work hours if the employee is driving an automobile, boat, plane, etc., or is required to act as an assistant or helper while being a passenger, or is performing work related activities while being a passenger.
- d) Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's regular work hours on a scheduled workday or corresponding work hours on non-work days.
- e) Any travel as a passenger in an automobile driven by another employee outside of regular work hours only when the travel is required by the City.
- f) Home to work in Call Back emergency situations.

"Hours worked" does not include:

- a) Normal travel between home and work.
- b) Regular exclusions for meal times.
- c) Sleep time.
- d) Commute time to and from the airport, bus station, etc., except if travel to the station of departure exceeds the employee's normal commute time to work.
- e) Time in excess of travel on public transportation during working time when an employee was offered public transportation but requests and receives permission to drive his/her own car. (Example, employee could fly to an out of town destination for work but requests to drive his/her own car. Time in excess of what the air travel would have been is not hours worked.)

- f) Time spent traveling to or from voluntary training described in Article 5.11 (a-d).
- g) Time spent traveling outside of regular work hours to or from training described in Article 5.11(e).

5.11 Training Time ›

- a. Attendance at lectures, meetings, seminars, conferences, training programs and similar activities will be counted as hours worked unless all of the following four criteria are met:
 - 1. Attendance is outside of the employee's regular working hours (Example, weekend training.)
 - 2. Attendance is voluntary and not required by the employer; (Example, training that an employee may request and the employer approves, but the employee is not directed to attend.)
 - 3. The course, lecture, meeting, or training is not directly related to the employee's job; (Example, employee attends training that provides an additional certification or skill in an area that is not their primary area of responsibility.)
 - 4. The employee does not perform any productive work during such attendance.
- b. Attendance is not voluntary if it is required by the employer.
- c. Training is directly related to an employee's job if it is designed to make the employee handle his/her job more effectively as distinguished from training the employee for another job or teaching the employee a new additional skill in the same job.
- d. Independent training is time spent by the employee on his/her own initiative attending an independent school, college, or independent trade school after hours. Time spent in this activity is not considered hours worked even if the courses are related to the employee's job.
- e. Time spent in required training outside regular working hours at specialized or follow up training which is required for certification of employees by any law or ordinance does not constitute compensable hours of work even if all or part of the cost of the training is borne by the City.

ARTICLE 6
OVERTIME

6.1 Definition › Employees required by the City to work beyond eight (8) hours, nine (9) hours or ten (10) hours in any one day, depending on their respective schedule, or more than forty (40) hours in any work week, shall receive overtime payment, subject to the provisions of 5.1 Hours of Work and other provisions in this section.

Employees called in on days which are not their regularly scheduled shifts, shall be paid at time and one-half for all hours worked unless such employees have been compensated for less than forty (40) hours during the regularly scheduled work week due to unpaid leave of absence.

Employees shall not receive overtime for days they are called to court or other administrative hearings while on any paid leave that is scheduled by the employee when they have prior knowledge of such conflict. In this situation, employees will be paid for actual time worked and their leave will be reduced by the actual time worked.

Overtime shall be computed to the nearest quarter ($\frac{1}{4}$) hour.

In accordance with the Fair Labor Standards Act (29 U.S.C. Section 207 (b) (2)), overtime for employees covered under this collective bargaining agreement may accrue on the basis of a 52-week year. Those employees voluntarily participating in an approved flex schedule as described in this article shall receive overtime for all hours over 2080 in the 52-week period. Under this exception, the parties agree employees will be paid overtime for any hours in excess of nine (9) per day and forty-four (44) per week. This exception becomes invalid if the employee works less than 1,840 hours or more than 2,240 hours per year and if the employee is not continuously employed for the full 52 weeks. This overtime exception may be valid throughout the year. This overtime exception may be discontinued by the city with fourteen (14) days' notice to affected employees. (This section may only be applied by mutual agreement and may not be operationally practical in all work groups. All flex time schedules proposed by either management, employee, or employee work group will be reviewed by Human Resources before implementation or denial. Flex time requests will be submitted in writing and will be reviewed within 30 days of submission to the supervisor or manager.)

Information Technology Exception. *The classifications of Senior Systems Analyst, Systems Analyst, Systems Administrator I and II and Web Administrator will be treated as FLSA exempt from overtime within the General Unit, effective July 1, 2001.*

The parties agree to the following:

- 1) The classifications of Senior Systems Analyst, Systems Analyst, Systems Administrator I and II, and Web Administrator will be considered FLSA exempt and will not be eligible for overtime at time and one half.
- 2) The same four classifications will be eligible for compensatory time at the rate of straight time for each hour worked over 40 hours in any work week, computed to the nearest quarter hour.

The time may be taken in cash or compensatory time, at the employee's option. Employees must receive approval from their immediate supervisor before working any hours that will be coded as compensatory time.

- a. The accrued compensatory time bank may not exceed 80 hours. Hours worked in excess of a bank of 80 hours are not accruable but will be paid at the straight time rate.
- b. A maximum of 40 hours of compensatory time may be transferred into a new calendar year. On January 1 of each year, all compensatory time credit in excess of 40 hours will be deleted from the compensatory time bank. The employee will be paid for all time deleted at the straight time rate.
- c. The accrual and use of compensatory time will be reported on the time and attendance records.
- d. An employee will be compensated for accrued compensatory time credit upon separation or promotion into an executive position at the straight time rate.

The provisions of Article 6, section 6.2, regarding *Callback* will remain in effect except that any pay referenced as payable at time and one half will be payable at straight time. Employees, officially designated to be on-call for emergency calls will code their time as **OC** for *On Call* and will code the call out time, including telephone calls as described in 6.2, as **OE**, for *On Call Emergency*.

6.2 Callback > Callback is defined as hours a full-time employee is called back to work after a length of time exceeding 59 minutes from the end of a scheduled shift or more than 59 minutes prior to the beginning of a regular shift. Time spent by employees called back to work to correct improper work that should have been performed during normal working hours or for remedial training shall be compensated at the appropriate rate, hour for hour. Three (3) hours of overtime will be guaranteed in instances of call back. This provision shall not apply to overtime annexed to the beginning or end of a regular shift that is less than 59 minutes as described above. When requested, employees are required to contact their supervisor before leaving the callback assignment to return home.

Part-time employees called back to work shall receive a minimum of three (3) hours at the straight time rate unless 40 hours of work has been exceeded during the work week.

On-Call - Employees officially designated, by their supervisor, to be on-call for emergency calls, will be compensated at the rate of eighteen (18) hours pay at the straight time rate for each seven (7) day period required to be on call (any portion thereof will be pro-rated). Employees designated as being on call must be able to report to any City facility or job location within one hour after receiving a call that requires physically reporting in person. An employee who travels outside of, or is otherwise unable to meet, the one-hour response time is not eligible to receive on-call pay for any such time period and is required to inform his/her supervisor in advance of being outside the one-hour response perimeter and have the on-call compensation prorated. An on-call employee who wants to trade all or a portion of on-call time with a co-worker must receive prior approval from their supervisor. On-Call employees must remain physically and mentally prepared to respond to emergency calls while serving in this status.

Telemetering - Employees that are required to do telemetering on the weekends will be paid for one (1) hour (at time and one half regular rate of pay) for every required computer check of the system.

Telephone Calls - All official telephone calls to an off-duty employee during the employee's designated sleep period shall receive a minimum of one (1) hour at time and one half for each such call. Calls which direct an employee to physically report for duty or inquire as to the employee's availability for overtime shall not be subject to this provision. The designated sleep period for employees working day shift shall be 10 p.m. to 6 a.m.; swing shift shall be 2 a.m. to 10 a.m.; and graveyard shift shall be 10 a.m. to 6 p.m. All official telephone calls to an off-duty employee will be compensated during non-designated sleep periods at time and one half at one quarter ($\frac{1}{4}$) hour increments. Employees that are required to log onto their computer at home to resolve the problem raised by the phone call, will receive a minimum of one (1) hour at time and one-half.

DES Operations Call Out - The Department of Environmental Services will establish procedures for calling out personnel in response to work demand problems that occur outside of normal working hours. The following parameters will apply:

1. Call out shall occur in the following order.
 - a) The person deemed most suited by City to assess the situation based on the nature of the problem.
 - b) Personnel from the respective division responsible for the facility on a rotating basis, regardless of job class.
 - c) Qualified person(s) from other DES operations divisions on a rotating basis.
2. If all employees called out are not needed to complete the entire call out assignment, they will be released in reverse order of the call out (last called in – first out), regardless of job class or seniority.
3. In the event of an extreme emergency, City will call out the most qualified person who can respond to the emergency in the time required without regard for rotation.

6.3 Rate › The regular overtime rate shall be one and one-half ($1\frac{1}{2}$) the regular rate of pay.

- a) The first eight (8) contiguous hours worked beyond a regularly scheduled shift shall be paid at the overtime rate of time and one-half ($1\frac{1}{2}$).
- b) The second eight (8) contiguous hours worked beyond a regularly scheduled shift shall be paid at the overtime rate of two (2) times the regular rate.
- c) If an employee works continuously from one regularly scheduled shift into the next regularly scheduled shift, hours worked in the second regularly scheduled shift shall be paid at the overtime rate of two and one-half ($2\frac{1}{2}$) times the regular rate.

d) If an employee is sent home by the supervisor in the second regularly scheduled shift because of fatigue or inability to perform the work because of the continuous hours worked, they will be paid at their normal straight time rate for the remaining hours of the shift.

Employees called back to work as defined in section 6.2 and continue to work contiguous eight (8) hour blocks of time shall be compensated and treated as outlined in a) – d) above with the callback initiating the first eight (8) hour block at time and one-half (1 1/2).

6.4 Meal Period > Employees required to work more than two and one-half (2 ½) hours prior to their regular starting time, and work their regular shift, or, are required to work more than two and one-half (2 ½) hours beyond their regular ending time, and work their regular shift, shall be allowed a 30-minute paid lunch period in addition to the 30 minute unpaid lunch period during their regular shift. Thereafter, a 30-minute paid lunch period shall be granted following each four hours of additional work performed, i.e., the meal period will only be granted if the employee is required to work beyond the additional four hours.

A meal period will be allowed in a callback situation that exceeds four (4) hours. In certain emergencies, the City may not be able to provide a meal period. In such instances, the City will provide a meal and allow the employee to eat while working. Employees that are not able to take the paid lunch periods, have prior approval from their supervisor to skip the meal period due to a City-related emergency, and are not provided a meal by the City, will be entitled to an additional one-half (½) hour of compensation, at the overtime rate, for each added meal period.

6.5 Assignment > Employees who are on duty performing work on a straight time basis will have preference in the performance of such work on an overtime basis. In the event there are insufficient qualified personnel who volunteer to perform overtime work at the worksite, such additional qualified personnel as are deemed necessary by the City will be required to work the overtime.

Assignment of overtime will be done on a rotating basis at each worksite amongst the qualified personnel when on-duty employees or volunteers are not available. It is the intent of this section also that assignments among volunteers will be done on a rotating basis.

6.6 Form of Compensation > Compensation for required or City-requested volunteer overtime shall be in the form of cash payment, except that employees may elect daily to accrue up to 80 hours of compensatory time off in lieu of cash payment during that calendar year. Regular and Limited Term employees may accrue compensatory time off in lieu of cash overtime.

1. A maximum of 40 hours of compensatory time may be transferred into a new calendar year. On January 1 of each year, all compensatory time in excess of 40 hours will automatically be paid out in cash to the employee.
2. Employees may opt to cash-out all accrued comp time once each year. When so doing employees must provide written notice by November 1 of each year. The City's obligation to cash-out comp time shall only be required with the proper notice.
3. The accrual and use of compensatory time will be reported on the time and attendance records in the pay period it was earned or used.

4. Compensatory time may be used at times mutually agreed upon by employees and supervisors in amounts of not less than two hours.
5. Overtime shall be paid no later than the pay period following the pay period in which it was accrued. Accruals beyond the 80-hour maximum will be paid as overtime following the pay period in which it was accrued.

An employee will be compensated for accumulated comp time upon separation or promotion into an executive position.

6.7 No Pyramiding › The City shall not be required to pay twice for the same hours.

ARTICLE 7 WORKING OUT OF CLASSIFICATION

7.1 Out of Class Pay › Out of Class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing activities of a higher-level established classification. A regular or limited-term employee temporarily assigned to a classification higher than his/her regular classification shall receive premium compensation of five percent (5%) of his/her regular daily salary rate for each instance in which the employee is assigned, except where such assignment is designated by the supervisor in writing for training purposes or career development and does not exceed 30 work days in a calendar year, unless an extension is mutually agreed to by the City and the Union. Compensation shall begin when the assigned higher-level duties equal a minimum of sixteen (16) hours in a pay period. Compensation at the higher rate will begin with the first hour if this minimum is met. No working out of class pay will be approved by a supervisor if the hours total less than sixteen (16) hours in a pay period. In addition, the following conditions apply:

- a.) Working Out of Class assignments must be made by a supervisor/manager, in writing, within the organizational unit where the work is performed.
- b.) Working Out of Class assignments that extend longer than 30 days must be entered on a Personnel Action Form through Human Resources.
- c.) The duties to be performed must be assigned to an already established higher classification and are not contained in the employee's current classification specification.
- d.) Assignments are temporary in nature and employees will not work out of their classification for more than six months unless an extension is mutually agreed to by the City and the Union.
- e.) Working Out of Class assignments will be reviewed for reassignment of work or reclassification at six month intervals.

7.2 Crew Leader › Employees assigned as leader of a crew of three (3) or more employees shall be compensated an additional five percent (5%) of their base salary. A crew leader will be designated where the nature of the job is such that on-site leadership and direction is required.

7.3 Acting in Capacity of a Supervisor › Employees officially assigned (in writing) to act in the capacity of a non-represented (MSC) supervisor for a period of five (5) consecutive work days or less shall be

compensated an additional five percent (5%) of their base salary. Employees assigned as acting in capacity of a supervisor for a period in excess of five (5) consecutive workdays shall be compensated an additional ten percent (10%) of their base salary for the entire assignment. Acting in Capacity of supervisor assignments shall not be greater than 30 consecutive working days unless by mutual consent of the supervisor and the employee. Assignments greater than 30 consecutive working days shall be compensated at fifteen (15%) of the employee's base salary for the entire assignment. In no event will the employee receive pay higher than the top of the base salary range of the higher supervisory position. In any event, the employee must work at least one (1) full day to receive compensation under this section. Conditions a) through e) from section 7.1 shall apply.

**ARTICLE 8
PAID TIME OFF (PTO) LEAVE**

8.1 Accrual / Paid Time Off › A Paid Time Off (PTO) program was implemented on July 1, 2012 to provide greater flexibility to employees in planning and utilizing their time off, while enabling the City to create and maintain more reliable work schedules for all employees. PTO consists of accrued vacation leave plus six extra days originating from the transfer of six days of sick leave accrual to the member's PTO bank. After July 1, 2012 all previous vacation accrual plus four hours sick leave accrual per month (6 days/year) shall be treated as PTO under this article.

For Fiscal Year 2018-19, Full-time employees shall accrue PTO in the following amounts per full calendar month of employment completed, as outlined below:

YRS OF SERVICE	VACATION ACCRUAL PORTION	PTO MONTHLY ACCRUAL	PTO ANNUAL ACCRUAL /HRS	PTO MAX ACCRUAL
0 – 5 Years	8.66 hours	12.66 hours	151.92 hours	303.84 hours
6 – 10 Years	12.00 hours	16.00 hours	192.00 hours	384.00 hours
11 – 15 Years	16.00 hours	20.00 hours	240.00 hours	480.00 hours
16 – 20 Years	17.33 hours	21.33 hours	255.96 hours	511.92 hours
21 + Years	18.75 hours	22.75 hours	273.00 hours	546.00 hours

The above table will be implemented as it has been since inception of the PTO program on July 1, 2012 through June 30, 2019.

Effective July 1, 2019 Full-time employees shall accrue PTO in the following amounts per full calendar month of employment completed, as outlined below:

MONTHS OF SERVICE	VACATION ACCRUAL PORTION	PTO MONTHLY ACCRUAL	PTO ANNUAL ACCRUAL /HRS	PTO MAX ACCRUAL
0 – 60 Months	8.66 hours	12.66 hours	151.92 hours	303.84 hours
61 – 120 Months	12.00 hours	16.00 hours	192.00 hours	384.00 hours
121 – 180 Months	16.00 hours	20.00 hours	240.00 hours	480.00 hours
181 – 240 Months	17.33 hours	21.33 hours	255.96 hours	511.92 hours
241 Months +	18.75 hours	22.75 hours	273.00 hours	546.00 hours

Paid time off shall be credited on the last workday of every month.

Part-time employees shall accrue paid time off on a pro-rated basis based upon their full-time equivalent (FTE).

For purposes of termination or retirement, payroll will report PTO time as vacation time and sick leave bank time as sick leave.

8.2 Paid Time Off Utilization › A member's PTO bank shall be used for personal leave, including vacation, medical and dental appointments, disability, short-term illness, family emergency, personal business, care of sick children or family members and school visits. Requests to use PTO leave shall be submitted in writing at least 48 hours in advance, when practical. Employees are encouraged to inform their supervisor of requests to use PTO leave as early as possible.

All regular, limited term and probationary employees may use accrued PTO leave after thirty (30) days of employment if available and credited. If an employee terminates employment during the first six (6) months of continuous employment, any remaining earned but unused PTO leave will not be paid out or compensated.

8.3 Paid Time Off and Sick Leave › It is understood that from time to time a member may be unable to work due to an unforeseen, unscheduled illness lasting less than three (3) days. Unscheduled absences of this kind will be covered by the member's PTO bank, and will be subject to all of the provisions on the usage of sick leave that apply. Unscheduled, unforeseen absences due to illness that are covered by PTO are not subject to the 48-hour advance notice requirement and must be recorded on the Time and Attendance Record (e-Time) as PTO-Sick.

Beginning July 1, 2012, six fewer days per year will accrue into each employee's Sick Leave bank. Utilization of Sick Leave is limited to those cases in which a member is too sick or ill to report to work for at least three (3) consecutively scheduled workdays and will be subject to all of the provisions of Sick Leave Usage that may apply in Article 10. In such cases, the first two (2) days of absence will be coded as PTO-Sick (PS) and deducted from PTO or the employee may take unpaid time off, and absences on any remaining consecutively scheduled workdays will be deducted from sick leave. In such cases, the time will be recorded as Leave Without Pay. In the event an employee chooses Leave Without Pay, it should be noted that this time will be monitored just as PTO-Sick Leave was for potential abuse in keeping with section 10.6 on sick leave utilization. Sick leave can, however, also be utilized to cover any absence resulting from a serious medical condition for which the member qualifies and is granted FMLA or OFLA leave, or in cases where the member is medically restricted by a physician from working as a result of a Worker's Compensation claim.

8.4 Maximum Accrual › An employee's earned but unused Paid Time Off accrual shall have a maximum accrual of double the yearly accrual rate. However, PTO accrual may accumulate beyond these limits during the calendar year, but will be reduced to the maximum limit as of December 31st of each calendar year. PTO accrual exceeding the maximum limit at the end of the calendar year will not be compensated. The City may initiate a mandatory vacation of sufficient duration to reduce unused paid time off credits below the maximum allowable accumulation.

8.5 Scheduling › Paid time off shall be scheduled by the City with regard to operating requirements. Subject to the foregoing, employees shall have the right to determine Paid Time Off times. Paid Time Off times shall be selected on the basis of bargaining unit seniority. Each employee shall be permitted to exercise this right of seniority only once annually.

8.6 Payment Upon Separation or Death › Upon separation or death of a regular employee, all earned and payable unused Paid Time Off leave (up to the maximum two year accrual), holiday-saved bank, and compensatory time shall be compensated at the employee's current salary rate.

ARTICLE 9 HOLIDAYS

9.1 Designated Days › Employees covered by this Agreement shall receive the following paid holidays:

- New Years Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Employees who work the workday before or after the New Years or Christmas holidays, will not be compensated at the time and one-half rate described in 9.5 Holiday Pay.

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.

9.2 Floating Days › Employees shall be entitled to three and a half (3.5) paid floating holidays during each calendar year. Employees with 30 or more years of service during the calendar year will be awarded one (1) additional floating holiday for the calendar year. During the first calendar year of employment, floating holidays will be accrued on the following schedule:

- Hired January through March - 3.5 days
- Hired April through June - 2.5 days
- Hired July through September - 1.5 days
- Hired October through December – 0 days

Any floating days not used by the employee will not carry over to the next calendar year, nor paid out upon separation.

9.3 Eligibility › In order to qualify for holiday pay, an employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, or have been on authorized leave with pay or authorized leave without pay not to exceed three days.

9.4 Paid Time Off/Sick Leave › If an employee is on authorized Paid Time Off or sick leave with pay when a holiday occurs, the holiday shall not be charged against such leave.

9.5 Holiday Pay › Eligible employees shall receive one shift of pay for each of the holidays listed above, except as otherwise provided herein. Employees required to work on a city scheduled recognized holiday shall be compensated in pay or holiday earned compensatory time off, at the employee's option, for all hours worked on the holiday at one and one-half (1½) times the established straight time rate, in addition to their regular holiday pay. If an employee's scheduled day off falls on a holiday, he/she shall be granted one shift of straight time pay or holiday earned compensatory time at the straight time rate at the employee's option to be taken at the mutual convenience of the employee and the City. Continuous operations employees shall be eligible for holiday pay based upon the actual holiday and shall have the same holiday pay options as employees working the recognized holidays in section 9.1.

Part-time employees will receive the holiday benefit on a pro-rated basis based upon their full time equivalent (FTE).

9.6 Vacation Holiday Work › An employee who requests and receives departmental approval to work on a holiday shall receive holiday time off credits at the rate of straight time for each hour worked.

9.7 Holiday Time Accumulation › Employees shall not accumulate more than 60 hours of deferred holiday time off at any given time. Holiday time off shall be utilized at the mutual convenience of the employee and the City, but must be taken within three months of the end of the calendar year in which it is earned. In the event that the time is not utilized, the City may initiate mandatory usage of holiday time off.

9.8 No Pyramiding › Compensation shall not be received twice for the same hours.

ARTICLE 10
SICK LEAVE

10.1 Accrual › Employees shall accrue sick leave at the rate of four (4) hours for each full month of employment into a sick leave bank. Part-time employees will accrue sick leave on a pro-rated basis based upon their full time equivalent (FTE).

10.2 Notification › An employee shall notify his/her immediate supervisor of the need for sick leave within 15 minutes of the beginning of their shift. Continuous operations employees shall notify the appropriate on-duty supervisor/designee as soon as possible, but no later than the start of their shift. For operational reasons, Police Records employees shall notify his/her supervisor of the need for sick leave no less than 1 (one) hour prior to the start of their shift.

10.3 Maximum Accrual › Sick leave may accumulate to a maximum of 1200 hours and may be used in increments of not less than one-half hour.

10.4 Separation > Unused sick leave shall not be compensated upon separation for any reason, including death. Upon retirement, eligible employees shall have one-half the value of their accrued sick leave applied to their PERS retirement pursuant to ORS 238.350.

10.5 Immediate Family > When an employee must be away from the job because of serious illness in the immediate family (as defined by the State and federal Family Medical Leave laws), the time off may be charged against sick leave time after receiving FMLA/OFLA approval from Human Resources.

10.6 Utilization > Employees may utilize sick leave, subject to Article 8.3, when unable to perform their work duties because of illness or injury, the need to receive necessary medical or dental treatment as long as the absence is of three days duration or longer, for a serious medical condition approved as FMLA or OFLA leave, as required by Oregon Sick Leave law, for workers' compensation claims or other authorized leave as required by law. Verification of illness by a doctor's written certificate may be required when the leave involves a non-work related injury or an absence longer than three (3) days as allowed by law. The medical certificate must contain the date of treatment and the date the employee may return to work. Whenever practical, medical and dental appointments shall be scheduled so as to avoid or minimize time away from work. Employees shall report to work when less than a normal day is required for the appointment and when three (3) or more hours of the work shift remain.

When a request for sick leave exceeds the number of hours available in the leave bank, other accrued leave shall be transferred and utilized in the following order 1) Comp time; 2) Floating Holiday; 3) Holiday; 4) Paid Time Off. Other leave may not be substituted for sick leave when sick leave is available.

The City may take steps to investigate and curtail sick leave abuse. Prior to taking action when sick leave abuse is suspected, the supervisor will notify the employee that their non-OFLA/FMLA/Oregon Sick Time sick leave usage does not appear to be limited to the reasons set forth above. The purpose of this notification is to provide the employee an opportunity to identify the reasons for sick leave usage, and to assist the employee to improve their attendance.

Any one, or a combination, of the following criteria may constitute reasonable grounds for the City to suspect that sick leave abuse has taken place:

1. Under 48 hours of sick leave accrued after more than 4 years of service;
2. Twenty-five percent (25%) or more of the employee's unscheduled absences for sick leave use, including PTO-sick, has occurred before or after regular days off, PTO days used for vacation, Fridays, Mondays, or some other specific pattern of usage; and/or
3. The employee has had unscheduled PTO for unprotected sick leave usage of four (4) or more occurrences within the preceding six (6) months.

In evaluating whether the use of sick leave has been abused, the following criteria shall constitute reasonable grounds that the unscheduled sick leave utilized was necessary:

1. Long term illnesses or injuries requiring hospitalization or surgery.

2. Sick leave utilized as part of State Sick Leave Law, FMLA or OFLA approved leave, or other authorized leave as required by law.

An employee who is determined by the City to be abusing or misusing PTO for sick leave and/or sick leave bank days will be subject to discipline and the requirement to provide verification of the need for sick leave.

ARTICLE 11 OTHER LEAVES

11.1 Compassionate Leave › In the event of a death in the immediate family (spouse, children, step-children, brother, sister, parent, step- parent, or legal guardian, close relative, grandparent, grandchild, in-laws or any other person living in the same household), the department head or designee shall grant up to five (5) work days. Time off for compassionate leave may be split once during a two week period. Leave with pay of up to four (4) hours may be granted when an employee serves as a pall bearer. When operational needs allow, up to four (4) hours may be granted to attend the funeral service of a fellow employee. Nothing in this article prohibits employees from exercising other funeral/bereavement rights as granted under State or Federal laws.

11.2 Witness or Jury Duty › When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his control, and where such duties are in the public interest, the employee will be compensated at full salary for the period of required service. All witness or jury duty fees must be signed over to the City, unless the fees are earned on the employee's days off or during other authorized paid leave. Employees shall report to work when less than a normal day is required by jury or witness duties if three (3) or more hours of the work shift remain. Employees working swing or graveyard shifts may be assigned to day shift when called in to jury service as warranted.

11.3 Military Leave › Military leave will be granted in accordance with State and federal statutes.

11.4 Leave Without Pay › A regular employee may be granted a leave of absence without pay in excess of one calendar week for up to one year. Requests for such leaves must be in writing, and must establish sufficient justification for approval by the department head or City Manager. The request shall be submitted to the City not later than 30 days before the effective date of a leave request or within three (3) days of exhaustion of all leave when the reason for the leave is unforeseen. The City shall respond to the request no later than ten (10) days after the receipt of the request. Leaves without pay for up to one (1) calendar week shall be submitted to the employee's immediate supervisor, and shall be acted upon at the sole discretion of the supervisor.

Employees may not utilize Leave Without Pay when accrued leave other than sick leave is available except for the option to take unpaid time off for the first two (2) days of absence for sick leave purposes provided in Article 8.3.

Employees in a nonpaid status without approved Leave Without Pay will be considered on Unauthorized Leave.

11.5 Parental Leave › Parental leave will be granted in accordance with State and federal statute.

ARTICLE 12
INSURANCE

12.1 Retirement › During the term of this Agreement, the City agrees to continue its participation in the Public Employees Retirement System ("PERS"). The City agrees to pay the employee's six percent (6%) portion of the retirement contributions to PERS.

As of January 1, 2004, the six (6%) percent employee's contribution is not made to PERS, but to the Individual Account Program (IAP) under the Oregon Public Service Retirement Plan (OPSRP).

12.2 Life › The City agrees to provide \$100,000 in basic life insurance and \$50,000 accidental death and dismemberment insurance for each employee. The City will assume any increase in premiums for the existing benefits during the term of this Agreement.

12.3 Medical › The City will provide and maintain for the period of time between July 1, 2018 and June 30, 2019 as the base medical plan, a preferred provider medical plan that contains a \$300 individual deductible (\$900 family deductible) with 90%/10% in network or 70%/30% out-of-network co-insurance benefit, or substantially comparable medical insurance plan if available. For the 2018-19 plan year the following premium cost sharing formula will be in effect:

The City shall pick up the first 10% of any increase in the base medical and vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual members on a 50%/50% basis.

The annual premium cost sharing calculation shall be calculated using the increase in the actual total Monthly Premium on a per tier basis over the prior year's actual Total Monthly premiums. If employee cost sharing results from the cost sharing calculation, it will be added to the prior year employee contribution. If the premium increase for the year being calculated does not exceed the 10% threshold, the existing employee contribution will stay in effect and no additional contribution will be added.

Employees may buy up to any other plan offered including Kaiser and any other optional plans offered to other City employees by paying the difference between the city's contribution required herein and the premium cost of any other such plan.

The City will continue to offer a Kaiser medical plan or a substantially comparable HMO plan for the life of this Agreement.

Between July 1, 2018 and June 30, 2019 the City will continue to offer an optional medical plan described as the Copay Plan with vision (Preferred Provider Plan, \$250 deductible, 80%/20% coinsurance in-network). There will be no premium cost sharing associated with the Copay Plan.

Beginning July 1, 2019 and for the remainder of this agreement, The City agrees to provide as the "Core" Plan, a preferred provider medical plan that contains an in-network individual annual out-of-pocket maximum no greater than \$2,250 and a family medical out-of-pocket maximum of no greater than \$4,750. This plan will contain a separate individual pharmacy out-of-pocket maximum no greater than \$1,000 and a family pharmacy out-of-pocket maximum no greater than \$2,000. This plan will have a substantially comparable level of medical and vision benefits in the "Copay" Plan that was in effect

July 1, 2017 as described in the Summary of Benefits and Coverage contained in appendix C. Effective July 1, 2019 the employee cost share for the core plan will be zero at all coverage tiers. Going forward, the following cost sharing formula will be in effect:

The City shall pick up the first 10% of any increase in the base medical and vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual members on a 50%/50% basis.

The annual cost sharing calculation shall be calculated using the increase in the actual total monthly premium on a per tier basis over the prior year's actual total monthly premiums. If employee cost sharing results from the cost sharing calculation, it will be added to the prior year employee contribution. If the premium increase for the year being calculated does not exceed the 10% threshold, the existing employee contribution will stay in effect and no additional contribution will be added.

The City will continue to offer Kaiser or another HMO plan substantially comparable to the Kaiser plan in effect July 1, 2017 for the remainder of this agreement.

The City will pay up to the City's full core plan contribution for the employee and their eligible dependents choice of offered medical plans. If the employee enrolls in a plan with a premium rate greater than the City's core plan contribution, the employee will pay the difference in cost between the City's core plan contribution and their chosen plan's premium rate. In any event, the City's obligation for premium payments will not exceed the lesser of the amounts paid towards the core plan noted above or the actual premium rate for the plan in which the employee enrolls.

Beginning July 1, 2019, and for the life of this agreement, employees who have a spouse or domestic partner enrolled in any City of Gresham medical plan, including Kaiser, will be responsible for a \$50 monthly eligibility surcharge in addition to any employee cost share for the plan selected. The \$50 surcharge will be waived if the spouse or domestic partner is enrolled in their own employer's group health plan. The \$50 surcharge will be waived for any period of time the spouse or domestic partner is not employed for an average of 30 or more hours per week or is not eligible for their own employer's group health plan. Employees will be required to verify the spouse or domestic partner's other coverage and work status a minimum of once per year. Employees will be permitted to re-verify their spouse's other coverage enrollment and work status as often as once per month to reflect changes to that status.

12.4 Dental > The City agrees to pay the cost of dental insurance premiums for the employee and his/her dependents for the designated base dental plan. The dental plans available to employees are: Kaiser; City of Gresham Base Dental Plan (administered by Moda/ODS) with orthodontia coverage; Willamette Dental Plan with orthodontia coverage; or their successors, if available.

The City's obligation to pay for dental premiums will be capped at the tiered rate in effect for the base plan, currently designated as the City of Gresham Base Dental Plan (Moda/ODS), or any substantially comparable successor base dental plan.

12.5 Part-Time Employees > The City will pay a prorated amount towards medical and dental coverage for limited term and regular status employees who work between 20 and 30 hours per week. The City's contribution will be prorated as follows:

For a Limited Term or Regular Status work schedule greater than or equal to this portion of one Full Time Equivalent (FTE)	The City will contribute this percent of the amount paid toward one full time employee's medical and dental benefit.
.50 FTE	50%
.55 FTE	60%
.60 FTE	70%
.65 FTE	80%
.70 FTE	90%
.75 FTE	100%

12.6 Section 125 Plan > A flexible spending account meeting the requirements of Section 125 will be offered to city employees. Participation is voluntary.

12.7 Unemployment Compensation > The City agrees, for the term of this Agreement, to provide unemployment compensation insurance in accordance with Oregon Revised Statutes for employees in the bargaining unit.

12.8 Premium Caps > Any amounts that exceed the City's obligation for premium payments noted above will be automatically deducted from the employees' paycheck or will be funded through the 125 Plan specified above, whichever is appropriate.

12.9 Long-Term Disability Insurance > The City agrees to provide a long-term disability insurance plan with the following basic benefits to regular status or limited term employees working a minimum of 20 hours per week:

- 60% of base salary, to a maximum of \$7,000
- Minimum monthly benefit of \$100/10%
- 90 day waiting period
- Maximum Benefit Period to Social Security Normal Retirement Age (SSNRA)
- 36 month own occupation period

12.10 Health Reimbursement Account (HRA/VEBA) > Effective July 1, 2016, the City agrees to contribute an equivalent to 1% of the top step of base monthly salary associated with salary grade G19 to HRA/VEBA to be used by an employee, at their option, for either pre-or post-retirement eligible expenses.

The City agrees to contribute an additional \$300 per year, payable at \$25.00 per month, to the HRA/VEBA account for those employees enrolled in any medical plan with a deductible.

12.11 Deferred Compensation > Subject to applicable federal regulations, the City agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employees. Each new employee will be automatically enrolled in the City's deferred compensation program, at the rate of three percent (3%) of their pre-tax wages, unless he or she chooses to opt out of the program or change the rate of contribution. New employees

include newly hired employees, rehired employees, and employees changing employment status from temporary to regular or limited term.

ARTICLE 13 GENERAL PROVISIONS

13.1 Outside Employment > Any outside employment while a full-time employee of the City must conform to the following:

- a. In no way detract from the efficiency of the employee in the City work;
- b. In no way be a discredit to City employment; and
- c. Always be secondary to City employment, even when the employee is called upon for extra City work.

13.2 Job Opportunities > Upon receipt of regular applications, present employees will be given first consideration for job opportunities if their qualifications are equal to those of other applicants (outside included). For the purpose of this article, the determination of qualifications is not limited to the minimums specified in the job announcement or job description. Nothing in this article precludes the City from its legal obligation to apply veterans' preference under appropriate circumstances, including hiring decisions, as required by state law.

13.3 Shift Selection for Police Records Specialists > Police Records Specialists shall be allowed to select their shifts and days off by *classification seniority, as posted by the department manager, with the following exceptions:

- Probationary employees may not select shifts until their probationary period is successfully completed.

* In the event a Police Records Specialist II demotes back to a Police Records Specialist I position, they will be allowed full classification seniority credit for time spent as a Police Records Specialist II.

13.4 Public Utility Worker II Vacancies > Whenever a vacancy for a Public Utilities Worker II (PUW II) occurs within Water, Wastewater, Stormwater (Watershed), Transportation, and Parks divisions, all eligible regular employees (exclusive of temporary, limited term and probationary employees) who are also PUW II's may request a transfer subject to the following:

1. Employees must meet satisfactory job performance in all areas to be eligible for transfer within the operations division.
2. Excluding promotions and departmental needs, employees transferring within the operations division shall not be eligible to transfer again for a period of 12 months.
3. Transfers between divisions shall be made at the approval of the departments.

13.5 Layoff > If the City should reduce its work force, layoffs shall be made within each job classification on the basis of seniority within the designated classification and the City's operational needs, as long as the employees retained possess the demonstrated ability to perform the work as required. Employees who have been promoted or transferred, in any manner, from a lower or equal classification may choose to “bump” those with less seniority in that classification. Bumping rights would be exercised to any previously held lower or equal classification with total cumulative seniority from applicable classifications applied as long as employees retained were able to demonstrate, as well as possess, the necessary qualifications and ability to perform the work as required. For the purposes of determining cumulative seniority, ‘applicable’ classifications start with the current classification, then the last previously held classification is added, then the next previously held classification is added, and so on, taken in order from most recent to least recent.

Employees who are laid off shall have recall rights according to job classification seniority for up to 18 months from their layoff date. The City shall recall employees in order of seniority, as long as the employees recalled possess the demonstrated ability to perform the work as required. No new employees shall be hired for a classification until employees laid off in that classification have been given an opportunity to return to work. The second refusal of recall during the 18-month layoff period shall constitute voluntary termination, and those employees will lose their layoff status privileges and their seniority.

Employees who are laid off and are subsequently offered and accept a position in a different classification forfeit all recall rights to their former position. Refusal to accept the new position does not constitute forfeiture of recall rights to the position from which the employee was laid off nor does the refusal count as one of the two rights of refusal.

13.6 Maintenance of Standards > It is the intent of the parties that employees covered by this Agreement shall suffer no reduction in wages and related economic benefits that are mandatory subjects for bargaining, unless they are bargained as provided by ORS 243.650 through 243.782.

13.7 Pay Procedures > The City shall have twice-monthly pay procedure. A full-time employee shall receive one-half (½) of his/her regular monthly salary (less deductions and applicable taxes) on the 15th and the remaining one-half (½) (less deductions and applicable taxes) on the last workday of the month.

Part-time employees (including temporary employees paid an hourly rate) will be paid on the 15th of the month for the hours they report on the time sheet for the TAR period of the 21st of the previous month through the 5th of the current month (less deductions and applicable taxes). On the last workday of the month, they will be paid for the hours they report on the time sheet for the TAR period of the 6th through the 20th of the current month (less deductions and applicable taxes).

If the 15th falls on a Saturday or Sunday, the employee shall be paid on the last workday prior to the 15th. This pay procedure may be modified at the sole discretion of the City on not less than 90 days prior notice to and, on request, discussion with affected employees and the Union.

13.8 Safety > The City and the Union agree to cooperate in an effort to ensure the continued practice of maintaining safe working conditions for employees as provided by state statute. Any issues that arise

under this article may be grieved through Article 17 - Grievance Procedure, but shall not be subject to arbitration.

Employees serving on the City's safety committee shall have knowledge of the operational practices of their department/division through at least one (1) year of employment with the City.

13.9 Clothing/Uniforms > Where the City presently furnishes protective and/or work clothing, it shall continue such practice. The present practice of laundering such clothing shall continue.

The City agrees that if an employee is required by the City to wear a uniform or any type of protective clothing or protective device, the uniform, protective clothing, or device shall be furnished to the employee by the City.

13.10 Contracting/Subcontracting > The Union recognizes that the City retains the right to contract and subcontract work as it determines. If work presently and regularly performed by members of the bargaining unit is affected, the City agrees to give the Union an opportunity to meet and discuss the effect of such action on the employment level before making a final decision.

13.11 Workers' Compensation > When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave or other leave banks when sick leave is exhausted, except as provided below.

1. No sick leave will be deducted from the employee's accruals for 90 calendar days. The 90 calendar days must be utilized within 120 consecutive calendar days of the original date of injury, as determined by the City's Workers' Compensation program's third party administrator (TPA).
2. After 90 days, (utilization defined above) employees shall use available sick leave for integration with their Workers Compensation payments in order to receive their gross wages. In this situation, a full paycheck will only be received if the employee has available sick leave.
3. In the event of an overpayment, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck.

13.12 Personnel Files > The City, upon request, shall provide an employee the opportunity to review and obtain copies of their personnel file. The official personnel file shall be maintained by the Human Resources Division.

WRITTEN RESPONSE. The employee may respond in writing to any item placed in the personnel file. Any written response will become a part of the file.

FILE PURGING. All letters of warning, reprimand, recommendation and commendation and performance appraisals shall be removed from the personnel files according to State record retention laws. All other materials shall be retained according to State record retention laws.

13.13 Non-Discrimination > All reference to employees in this contract designates both sexes, and wherever the male gender is used, it shall be construed to include both male and female.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, familial status, race, color, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, religion, national origin, union affiliation, political affiliation, veteran status, mental or physical disability, genetic information or any other status protected by applicable federal, Oregon, or local law, except as provided by law. Grievances arising concerning this section shall not be subject to the arbitration step of the grievance procedure, unless the affected employee, the Union, and the City elect to use arbitration and the employee expressly waives independent rights to bring a discrimination claim before an enforcement agency or before a state or federal court.

13.14 Post Accident Drug & Alcohol Testing > In addition to all testing procedures that may exist under federal laws and regulations and apply to employees who have Commercial Drivers' Licenses (CDL's), the City may require that an employee immediately consent and submit to a breathalyzer and an unobserved urine test in the following cases:

- a. any motor vehicle accident that occurs while on duty, or in the scope and course of city employment unless it is clearly concluded from the onset that the employee's action or inaction was clearly not a factor causing the accident or injury;
- b. any kind of work-related injury requiring immediate medical treatment;
- c. any other kind of event that causes significant damage to property (property damage reasonable expected to exceed \$1,000) or injury to others.

All testing will be conducted at a laboratory certified by the DOT in accordance with the standards 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 confirming test from the same sample using GCMS testing methodology before the test result is reported as positive.

An employee is considered to be "under the influence of alcohol if his/her alcohol concentration is .02 or greater by weight of alcohol in the blood or by volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than .02 are considered a negative result. An employee is considered "under the influence" of drugs (excluding lawfully prescribed substances which are being used in a manner consistent with a physician's instructions) if the employee tests positive for having such substances present in his/her body.

For the purpose of this policy "drugs" refers to the following five substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP) and amphetamines and methamphetamines.

The City shall notify the union when the employee is asked to submit to a test. The City shall pay for the costs of the test. A refusal to consent and submit to any of these tests shall be treated like a positive test result and subject the employee to immediate discipline up to and including discharge.

13.15 Reasonable Suspicion Drug & Alcohol Testing > The parties agree to work collaboratively on development of a Reasonable Suspicion Drug and Alcohol Testing program for Teamster employees. Testing to be based on Reasonable Suspicion standard of on the job impairment. Program became effective December 1, 2016 and reflected in appendix B.

13.16 Break Rooms > The City shall provide a designated break room in the Public Safety Building, City Hall and Operations Center that is separate from work space and contains furnishings suitable for use by employees that are on break. The City shall also provide a private space, in compliance with state law, to be utilized by nursing mothers.

ARTICLE 14 SENIORITY

14.1 Definition > Bargaining unit "seniority," as used in this Agreement, means a regular employee's length of continuous employment within the bargaining unit since his/her last date of hire. Classification seniority is based on an employee's continuous service in their classification. Continuous employment shall be employment unbroken by separation from the City, except for authorized leaves with pay. An employee who has not completed his/her initial hire probationary period shall not be considered to have seniority and shall not be considered a regular employee. An employee shall lose all seniority credit in the event of voluntary or involuntary termination or failure to return from an expired leave of absence within three (3) days.

In the event a limited term employee is hired into a regular bargaining unit position, without a break in service and successfully completes their probationary period, the employee will be granted seniority back to the limited term date of hire. Employees hired into a regular status position from a limited term position that was for more than one (1) year shall be required to pass a three-month probationary period. Employees hired into a regular status position from a limited term position in which they service for a period of less than one (1) year shall be required to pass the full standard probationary period. All other conditions as set forth in Article 15 -Probationary Period shall remain. All accruals acquired while on limited term status will be retained for future usage. In addition, limited term employees will be eligible for the salary adjustments as noted in Article 18.1-Wages.

14.2 Seniority List > A seniority list for the bargaining unit and classification shall be posted in conspicuous places available to employees. The revised seniority list will be prepared in January and July of each year.

14.3 Promotion Out of the Bargaining Unit > An employee who is promoted or hired into a position that is not within the bargaining unit for six (6) months or longer shall not retain previous bargaining unit seniority.

14.4 Leave Without Pay > An employee in a leave without pay status for more than 30 consecutive calendar days shall not continue to accrue seniority while in this status.

ARTICLE 15
PROBATIONARY PERIOD

15.1 New Employee > New employees hired into the bargaining unit shall serve a six-month probationary period except new employees hired externally into the classifications of Police Records Specialist Trainee, Police Records Specialist I or Police Records Specialist II shall be 12 months. A probationary period may be extended for three (3) months by mutual agreement of the parties.

The Union recognizes the right of the City to terminate new employees on probationary status without recourse or appeal under the grievance procedure, and to exercise all rights not specifically modified by this agreement regarding those employees, including but not limited to, the assignment of on-the-job training and training in other classifications.

15.2 Transfer or Promotion > Employees transferred (laterally) or promoted to higher classifications shall serve a probationary period of three (3) full months. Up to an additional three (3) months may be added to a promotional or lateral transfer probationary period, at the option of the City, and with mutual agreement of the parties. The Union also recognizes the right of the City to demote an employee on probationary status to the previous classification as a right which may be exercised at the option of the City.

Employees promoted to Police Records Specialist II shall serve a probationary period of six (6) months.

(Note: For the purpose of this article, any leave days, or time spent on modified duty where the employee is unable to perform their essential job functions, shall not be counted as part of the probationary period and will extend it by the same number of days absent.)

ARTICLE 16
DISCIPLINE AND DISCHARGE

16.1 Standard > No employee shall be disciplined except for just cause. Oral reprimands, warnings or counselings are not considered discipline and shall not be subject to the grievance procedure contained herein.

16.2 Implementation > If an occasion arises to discipline an employee, it shall be done, in a manner not to embarrass the employee.

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

- a. The employee shall be notified of the charges or allegations that may subject them to discipline;
- b. The employee shall be notified of the disciplinary sanctions being considered;
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;

- d. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

16.4 Just Cause Standards > For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have 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.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- c. The City must conduct a reasonable investigation.
- d. It must be determined that the employee is guilty of the alleged misconduct or act.
- e. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Procedure > Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier,² the employee shall first attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the affected employee(s)/Union shall present the grievance in writing to their "Management Team"³ within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- a. a statement of the grievance and the factual allegations upon which it is based;
- b. the section(s) of this contract alleged to have been violated;
- c. the remedy sought;

² All References to day in this procedure shall be interpreted as calendar days.

³ The employee's "Management Team" shall normally consist of all supervisors responsible for the employee's job performance including the City Manager or their designee. Human Resources will also normally have a representative at this meeting for procedural purposes.

- d. the name and signature of the individual(s) submitting the grievance or the signature of an authorized union representative in the event the grievance is filed on behalf of an employee(s); and
- e. the date the informal discussion occurred with the immediate supervisor.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the grievant/Union⁴ and such meeting shall occur within 30 days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance is not resolved at Step 2 above and if the Union wishes to pursue the grievance further, the Union shall submit the grievance to arbitration by written notice to the City Manager within ten (10) days following the date the "Management Team's" response is due or received, whichever is earlier.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Union shall, within ten (10) days of the union's notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of seven (7) Oregon/Washington arbitrators. A copy of the request shall be provided to the City Attorney or designee. Upon receipt of the list, the Union will strike first and strikes shall thereafter be alternated until only one (1) name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 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.

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a 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 cost of arbitration shall be shared equally by the parties.

17.2 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:

- a. If the grievant or the Union fails to respond in a timely fashion, the grievance may be carried forward, but it shall not be subject to arbitration.
- b. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Upon mutual agreement the parties may waive or adjust the time limits specified herein.

⁴ In the event the grievance involves a disciplinary matter, it shall be a requirement for the grievance to move forward that the affected employee be present.

ARTICLE 18
SALARY

18.1 Wages > Effective July 1, 2018, adjust all salary ranges by an additional three (3.0%) percent of the base wage.

Effective July 1, 2019 and 2020 – Salary ranges shall be increased across-the-board by the percentage amount equal to the annual increase in the U.S. All City index (CPI-W January – January) minimum of two (2.00%) percent – maximum of four (4.00%) percent.

18.2 Schedule Movement > Annual progression through salary ranges shall be based on employees meeting job-related performance standards. Employee movement through the schedule will be four percent (4%), until the employee reaches the top of the range.

Probationary. An employee's first movement within the salary range shall be on the 1st or 16th of the month, whichever date follows first, following completion of six (6) full calendar months continuous employment from the date of hire, provided the employee has had their performance reviewed and has met job-related performance standards. Employees shall have their performance reviewed prior to the completion of six (6) full calendar months continuous employment. Probationary periods may be extended beyond six (6) months by mutual agreement of the parties, subject to the provisions of Article 15. An employee's first movement in the salary range subsequent to satisfactory completion of probation will establish their anniversary date for future merit increases.

Note: For purpose of this article, any leave days shall not be counted as part of the probationary period and will extend it by the number of days absent.

Regular. Advancement shall be based on twelve (12) months satisfactory performance from the anniversary date, until the employee is at the top of the salary range.

Police Records Specialist/ Police Records Specialist Trainee. New hires with no experience will be placed in the classification of Police Records Specialist Trainee. They will serve a 12-month probationary period as a Trainee.

At six (6) months of service, Police Records Specialist Trainees are eligible for a four percent (4%) salary increase based on satisfactory performance.

Upon successful completion of the 12-month probationary period, Police Records Specialist Trainees move to the minimum of the range for Police Records Specialist I with the date of such salary increase becoming their new anniversary date for future increases within the salary range of the new classification.

Limited Term (LTE). Employees serving in Limited Term assignments do not serve a probationary period. At the completion of 12-months of service in limited term status, an LTE is eligible for a four percent (4%) salary increase, if allowed within the salary range, based on satisfactory performance, and authorization from the supervisor. The LTE may receive another four percent (4%) salary increase at 24 months of LTE

service only if the limited term assignment is mutually extended by the City and the union beyond two years and the employee is not at the top of the range.

Promotions. When employees are promoted to higher classifications, their salary shall be adjusted upwards at least a minimum of five percent (5%) over their old salary rate in the lower classification effective on the date of the promotion. When a Public Utility Worker II is promoted to a Senior Public Utility Worker, the salary shall be adjusted upwards 10 percent (10%) over the old salary rate. The new anniversary date for future pay increases will be reset to the 1st or the 16th of the month, whichever date follows first, following completion of probation, with the first increase only, if eligible, calculated using the effective date of the promotion. If the promotion results in the employee being placed at the beginning of the new salary range, the employee will be eligible for a step increase after successfully completing probation. If the promotion results in the employee being placed above the minimum of the new salary range, the employee will not be eligible for a probationary increase at the end of probation and the anniversary date will remain the same as the promotional anniversary date.

Reclassifications. When employees are reclassified to higher classifications, their salary shall be adjusted upwards at least a minimum of five percent (5%) over their old salary rate in the lower classification. Employees that are deemed by their supervisor to be working above their classification and are subsequently reclassified by Human Resources, shall be moved to the new salary range upon completion of the job evaluation. The effective date of the reclassification will be the 1st or the 16th of the month, whichever date follows first, following the date the request was submitted to Human Resources, except in the case of reclassifications resulting from a Cyclical Job Family Review. No more than fifteen (15) working days shall elapse from the time the employee submits a requested Job Information Questionnaire to the supervisor until it is processed by the department and forwarded to Human Resources for evaluation. The effective date of individual reclassifications resulting from a Job Family Review will be effective on July 1st following completion of the study if job performance is meeting expectations.

Employees reclassified upwards without a change in duties shall retain continuous seniority in the higher classification and their anniversary date will not change.

Reallocations. When a classification is reallocated to a different salary range as a result of a market salary survey conducted during a Job Family Classification Review, the base pay will be adjusted as follows:

- a) Reallocation to a higher salary range of one (1) grade level will result in no change to base pay unless base salary is below the minimum of the range. The employee shall be eligible for a merit increase on their anniversary date in accordance with existing guidelines.
- b) Reallocation to a higher salary range of more than one (1) grade level will result in eligibility for a five percent (5%) increase to base pay on the following July 1st if job performance is meeting expectations.
- c) If the employee's base pay is below the minimum of the range at the time of reallocation, base pay will be adjusted to the minimum of the new range at the time the reallocation is effective.

- d) If a classification is reallocated to a lower salary grade, the employee will not be eligible for any salary increases until their base rate is encompassed within the new salary range.

There will be no change to the anniversary date or eligibility for merit increases when a classification is reallocated.

18.3 Notice of Movement > Employees shall receive their annual performance evaluation within 30 days of their anniversary date. In the event a supervisor has determined that an employee will not receive a merit increase, the employee shall be notified no later than their anniversary date. Employees who will be receiving their merit increase will receive it on schedule if not notified of a deficiency as provided above.

18.4 Shift Differentials > In addition to the regular salary rate, the City shall pay to a continuous operations employee who works at least half of their regularly scheduled work hours between 3:30 PM and 11:30 PM (Afternoon), the shift differential of seventy-five cents (\$0.75) per hour for the entire shift. An employee who works at least half of their regularly scheduled work hours between 11:30 PM and 8:00 AM (Night), the shift differential of one-dollar (\$1.00) per hour will be paid for the entire shift.

Employees that are assigned to irregular shifts shall be eligible for shift differential for all hours worked at the rate of the applicable shift. (Afternoon or night.)

Shift differential pay shall not under any circumstances apply to any overtime hours including call-back.

Irregular Shift - Police Records; Certain operational needs may require the city to establish an irregular shift in Police Records that utilizes hours associated with multiple shift differentials (afternoon and/or night), or a shift that begins between 1:00 AM and 5:00 AM and transitions to day shift. The shift differential pay for an irregular shift is:

- a. Seventy-Five cents (\$.75) per hour for each hour worked between 3:30 and 11:30 pm.
- b. One-dollar (\$1.00) per hour for each hour worked between 11:30 pm and 8:00 a.m.

18.5 Bilingual Pay > Individuals who qualify through language proficiency testing, and are so assigned and designated in writing by their division manager in concert with their department director shall be eligible to receive a flat \$150 per month.

Eligibility to receive bi-lingual pay shall be limited to those positions which require public contact and continual eliciting and explaining information in a language other than English, including the use of American Sign Language (ASL); or where translation of written material in another language is a continuous assignment or positions in a work location where there is a demonstrated need for language translation in providing services to the public.

18.6 Limited Electrical/Energy Certification Pay > Individuals who possess a limited electrical/energy certificate, including Limited Maintenance Electrician (LME), Limited Building Maintenance Electrician (BME) or Limited Energy Technician class A or B (LEA or LEB) and are assigned to use them at the City shall receive a flat \$150 per month added to their base monthly salary. Eligibility to receive limited

electrical certification pay shall be limited to up to two (2) employees per each of the following divisions/sections: water, watershed management, and parks. Up to three (3) employees in facilities maintenance may be eligible to receive certification pay for limited electrical/energy certification. It is also understood that the City reserves the right to assign individuals with limited electrical certification to other divisions on an as needed basis as determined by the City.

18.7 Herbicide and/or Insecticide Applicators Pay > The City shall designate one six-month spraying period for the application of herbicide and/or insecticide, to be established by the City per operational division. The City shall designate an appropriate number of licensed applicators to actively perform spraying duties for their division for the six-month period. If there are more licensed applicators than are needed to fulfill the spraying duties for the period, the City shall select based on seniority, unless operational needs deem otherwise. Those employees selected for spraying duties will receive a lump sum of \$300 at the beginning of the six-month period. If any employee is asked to spray outside of the designated six-month period, or if additional employee(s) are added to the spray crew after the spray period is already underway, the employee(s) will receive \$50 for each month the employee is asked to spray.

ARTICLE 19 STRIKES

19.1 No Strike > The Union agrees that the Union and its members, as individuals or as a group, will not initiate or participate in a strike, work action, or other interruption of City services during the term of this Agreement.

19.2 No Lockout > There shall be no lockout of employees instituted by the City during the term of this Agreement.

19.3 Union Obligation > In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, any restriction of work in any form, or any unauthorized work interruption, either on the basis of individual choice or collective employee conduct, the Union agrees that it shall join the City in requiring employees to return to work immediately.

19.4 Article Violations > In the event of a violation of this article by the Union and/or its members, the City may take disciplinary action up to and including discharge.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, slowdown, picketing or observance of a picket line, or any other interruption of work.

ARTICLE 20
SAVINGS CLAUSE

The provisions of this Agreement are severable, and if any section, subsection, sentence, clause, or phrase 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, which shall remain in effect. It is the intent of the parties that this Agreement shall stand regardless of the invalidity of any part. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section, or phrase hereof.

ARTICLE 21
TERM OF AGREEMENT

This agreement shall be effective as of its execution date of July 1, 2018, and shall remain in full force and effect until the 30th day of June, 2021.

This Agreement shall be automatically renewed from year to year beyond the expiration date unless either party shall notify the other in writing prior to January 1 of the expiring year or any subsequent year that it desires to modify this Agreement.

ARTICLE 22
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this 4th day of October 2018.

CITY OF GRESHAM:

/s/ Erik Kvarsten

Erik Kvarsten
City Manager

TEAMSTER'S LOCAL 223:

/s/ Clayton D. Banry

Clayton D. Banry
Secretary/Treasurer

Approved as to Form:

/s/ Jeni Woods

Jeni Woods
Assistant City Attorney

APPENDIX A
PERSONNEL ADMINISTRATION

Personnel — Administration

Personnel provides advice and assistance in the interpretation and application of state and federal personnel laws, policies and procedures. Personnel is also responsible for the overall management of employees and volunteers of the city. Administration is responsible for the oversight of employees and the policies used to ensure compliance with state, federal and local employment practices.

(1) Affirmative Action Records (166-200-0090(1)) — Minimum Retention:

(a) Plans, updates and policy statements retain permanently;

(b) All other records retain 3 years.

(2) Comparable Worth Records (166-200-0090(4)) — Minimum retention:

(a) Final study or report, retain permanently;

(b) All other records retain 5 years.

(3) Criminal Background Check Records (166-200-0090(5)) — Minimum retention:

(a) Background check log retain until superseded or obsolete;

(b) All other records retain 90 days.

(4) Disciplinary Action Records (166-200-0090(6)) — Minimum retention:

(a) Investigations resulting in disciplinary action or exoneration retain 3 years after resolution;

(b) Investigations resulting in termination retain 10 years after employee separation.

(5) Employee Personnel Records (166-200-0090(10)) — Minimum retention: retain 6 years after separation.

(6) Employee Recognition/Wellness Program Records (166-200-0090(11)) — Minimum retention: 6 years.

(7) Employee Suggestion Award Records (166-200-0090(12)) — Minimum retention: retain 2 years.

(8) Employment Eligibility Verification Forms (I-9) (166-200-0090(13)) — Minimum retention: 3 years after date of hire or 1 year after employee separation, whichever is longer.

(9) Equal Employment Opportunity (EEO) Compliance Records (166-200-0090(15)) — Minimum retention: 3 years.

(10) Grievance and Complaint Records (166-200-0090(17); (166-200-0090(14)) — Minimum retention: 3 years after final decision issued.

(11) Photo Identification Records (166-200-0090(19)) — Minimum retention: Retain until updated or employee separates.

(12) Recruitment and Selection Records (166-200-0090(21)) — Minimum retention: retain 3 years after position filled or recruitment canceled.

(13) Unsolicited Employment Applications and Resumes (166-200-0090(21)) — Minimum retention: retain 3 months if not returned to the solicitor.

(14) Volunteer Program Records (166-200-0090(23)) — Minimum retention: 4 years.

(15) Volunteer Worker Records (166-200-0090(24)) — Minimum retention: 4 years after separation.

(16) Wellness Program Records — Minimum retention: 2 years

166-200-0310

Personnel — Compensation and Classification

Personnel provides advice and assistance in the interpretation and application of state and federal personnel laws, policies and procedures. Personnel is also responsible for the overall management of employees and volunteers of the city. Compensation and Classification documents the process of ensuring that employees are fairly classified and compensated according to city, state and federal rules and policies.

(1) Employee Benefits Records (166-200-0090(2), (8)) — Minimum retention:

(a) Year end leave balance reports and official copy of retirement enrollment records, retain 75 years after date of hire;

(b) All other records retain 3 years after employee separation or eligibility expired.

(2) Position Description, Classification, and Compensation Records (166-200-0090(20)) — Minimum retention: 3 years after updated or position abolished.

166-200-0315

Personnel — Medical

Personnel provides advice and assistance in the interpretation and application of state and federal personnel laws, policies and procedures. Personnel is also responsible for the overall management of employees and volunteers of the city. Medical is responsible for managing all individual employees medical records, including those relating to injuries and illnesses that may be job related and for monitoring employees' exposure to hazardous substances in a confidential and secure manner.

NOTE: These records must be kept physically separate from the employee personnel files

(1) Drug Testing Records (166-200-0090(7)) — Minimum retention:

(a) Positive drug tests retain 5 years;

(b) Negative drug tests retain 1 year.

(2) Employee Hazard Exposure Records (166-200-0090(9)(a), (18)) — Minimum retention: 30 years after separation.

(3) Employee Medical Records (166-200-0090(9)(b)) — Minimum retention: retain 6 years after separation.

APPENDIX B
REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

Reasonable Suspicion Drug and Alcohol Testing

Definitions and examples: In addition to all testing procedures that may exist under federal laws and regulations and apply to employees who have Commercial Drivers' Licenses (CDLs) and in addition to section 13.14 of this contract addressing post-accident drug and alcohol testing, a City employee may also be required to immediately consent and submit to a (1) breathalyzer; and an (2) (a) unobserved urine, or (b) oral fluid specimen test due to reasonable suspicion that the employee reported to work and/or returned to duty under the influence of drugs and/or alcohol. Reasonable suspicion to require an employee to submit to drug and alcohol tests exists if there are specific and articulated observation(s) of an employee's physical behavior, appearance, or other reliable indicators that an employee has reported to work or returned to duty under the influence of alcohol and/or drugs. Some examples of observations which support a finding that reasonable suspicion exists include, but are not limited to: slurred, incoherent, or unusual speech; uneven gait; stumbling; lack of coordination; confusion; reduced judgment or inhibitions; unusual eye movement; weariness or exhaustion; slow deliberate speech or movement; flushed face; inability to focus; uncharacteristic behavior; constricted or dilated pupils; smell of alcohol or marijuana on breath or person; unauthorized possession of drugs and/or alcohol; when an employee admits to reporting or returning to duty under the influence of drugs and/or alcohol; when the City receives information provided by a reliable and credible source that an employee reported/returned to duty under the influence of drugs/alcohol; or other observation(s) that create a reasonable suspicion that an employee is under the influence of drugs and/or alcohol.

Under the Influence Definition: An employee is considered to be "under the influence" of alcohol if his/her alcohol concentration is .02 or greater by volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than .02 are considered a negative result. An employee is considered "under the influence" of drugs (excluding lawfully prescribed substances which are being used in a manner consistent with a physician's instructions) if the employee tests positive for having such substances present in his/her body, either via a urine or oral fluid specimen test, in an amount that equals or exceeds the applicable attached Federal Mandatory Workplace Guidelines Cutoff Concentrations.

For the purpose of this policy "drugs" refers to the following five substances: opiates, cocaine, **marijuana (THC)**, phencyclidine (PCP) and amphetamines and methamphetamines. Regardless of state law on medical and recreational marijuana, employees may not be under the influence of or test positive for marijuana or any of the substances listed, as defined by the applicable Federal Cutoff Concentrations that are current at the time of testing, when working.

Determination Process: The decision to test for 'reasonable suspicion' will be made by a supervisor/superintendent and confirmed by another supervisory, management or human resources employee. The referring supervisor/superintendent will document, in writing, all observations which led to the referral for testing. This documentation will become part of the confidential employee medical file. If drug and/or alcohol testing is not administered within two hours of the referral, the supervisor requiring testing must document the reason why. If an alcohol test is not administered within eight

hours following the referral, the City will cease attempts to administer an alcohol test and the supervisor requiring testing must document the reasons the test was not administered within the eight hours.

Testing Procedure: When testing for reasonable suspicion is required, the employee will immediately be taken by a supervisor, superintendent, HR representative, or other member of management to a laboratory certified by the Department of Health and Human Services (DHHS) in accordance with the standards disseminated by the DOT. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirming test from the same sample using GCMS testing methodology before the test result is reported as positive. Alcohol test results are instant and are considered final at the time of the test. The City will pay for all testing required pursuant to this policy.

An employee who tests positive for the presence of drug(s) and/or alcohol as defined in the “Under the Influence Definition” above will not be allowed to drive home. The City will coordinate and pay for a cab to take the employee home and they are not to come back for their vehicle until they are no longer under the influence.

Union Representation: When an employee is required to submit to reasonable suspicion testing, and if the employee so requests, he/she may be accompanied to the testing laboratory by a union representative provided the representative is available or can meet the employee at the laboratory without delay. At a minimum, the City will notify a union steward when the employee is asked to submit to a test.

Refusal: An employee’s refusal and/or deliberate delay to consent and submit to reasonable suspicion testing shall be treated like a positive test result and shall subject the employee to immediate discipline up to and including discharge. Refusal to test includes, but is not limited to: withholding a sample; tampering with, or attempting to tamper with a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen; providing a urine specimen that was produced by anyone or anything other than the employee being tested; ingesting anything to alter the specimen or refusing to cooperate in the testing process.

Consequences: An employee who violates this policy will be subject to serious discipline, up to and including discharge.

Federal Cutoff Concentrations

Urine test cutoff concentrations (as of 7-1-18; current cutoff concentrations are published in the Federal Register for Workplace Drug Testing Programs):

Initial test analyte	Initial test cutoff (ng/mL)	Confirmatory test analyte	Confirmatory test cutoff concentration (ng/mL)
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoyllecgonine)	150 ng/mL ³	Benzoyllecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.

Initial test analyte	Initial test cutoff (ng/mL)	Confirmatory test analyte	Confirmatory test cutoff concentration (ng/mL)
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ Alternate technology (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/mL for THCA, 100 ng/mL for benzoylecgonine).

⁴ Methylenedioxyamphetamine (MDMA).

⁵ Methylenedioxyamphetamine (MDA).

Oral fluid specimen cutoff concentrations (as of 7-1-18; current cutoff concentrations are published in the Federal Register for Workplace Drug Testing Programs):

Initial test analyte	Initial test cutoff (ng/mL)	Confirmatory test analyte	Confirmatory test cutoff concentration (ng/mL)
Marijuana (THC) ¹	4	THC	2
Cocaine/Benzoylecgonine	² 15	Cocaine Benzoylecgonine	8 8
Codeine/Morphine	² 30	Codeine Morphine	15 15
Hydrocodone/Hydromorphone	² 30	Hydrocodone Hydromorphone	15 15
Oxycodone/Oxymorphone	² 30	Oxycodone Oxymorphone	15 15
6-Acetylmorphine	3	6-Acetylmorphine	2
Phencyclidine	3	Phencyclidine	2
Amphetamine/Methamphetamine	² 25	Amphetamine Methamphetamine	15 15
MDMA ⁴ /MDA ⁵ /MDEA ⁶	² 25	³ MDMA ⁴ MDA ⁵ MDEA	15 15 15

¹ Δ-9-Tetrahydrocannabinol (THC).

² *Immunoassay*: The test must be calibrated with one analyte from the group identified as the target analyte. The cross reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

³ Methylenedioxyamphetamine (MDMA).

⁴ Methylenedioxyamphetamine (MDA).

⁵ Methylenedioxyamphetamine (MDEA).

APPENDIX C

Medical Insurance Summaries

Current Summaries are available at: <https://greshamoregon.gov/benefits/>

City of Gresham Health Care Plan – Base Plan 7-1-18 to 6-30-19

City of Gresham Health Care Plan – CoPay Plan 7-1-18 to 6-30-19

City of Gresham Health Care Plan – Core Plan 7-1-19

City of Gresham Kaiser Medical Plan 7-1-18