

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TIGARD

and

SEIU LOCAL 503/OPEU, LOCAL 199

EXPIRES JUNE 30, 2025

# Table of Contents

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 – RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 – SAVINGS CLAUSE .....</b>	<b>2</b>
<b>ARTICLE 3 – EMPLOYEE RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 4 – MANAGEMENT RIGHTS.....</b>	<b>2</b>
<b>ARTICLE 5 – UNION SECURITY .....</b>	<b>3</b>
<b>ARTICLE 6 – UNION RIGHTS.....</b>	<b>4</b>
<b>ARTICLE 7 – CITY SECURITY.....</b>	<b>5</b>
<b>ARTICLE 8 – SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION.....</b>	<b>6</b>
<b>ARTICLE 9 – HOURS, OVERTIME, AND PREMIUM PAY .....</b>	<b>8</b>
<b>ARTICLE 10 – HOLIDAYS.....</b>	<b>12</b>
<b>ARTICLE 11 – VACATION .....</b>	<b>14</b>
<b>ARTICLE 12 – BENEFITS .....</b>	<b>16</b>
<b>ARTICLE 13 – SALARIES.....</b>	<b>18</b>
<b>ARTICLE 14 – TRAVEL, TRAINING AND REIMBURSEMENT .....</b>	<b>18</b>
<b>ARTICLE 15 – SICK LEAVE .....</b>	<b>20</b>
<b>ARTICLE 16 – OTHER LEAVE.....</b>	<b>22</b>
<b>ARTICLE 17 – LAYOFF.....</b>	<b>23</b>
<b>ARTICLE 18 – INVESTIGATIONS, DISCIPLINE AND DISCHARGE.....</b>	<b>24</b>
<b>ARTICLE 19 – PERSONNEL RECORDS .....</b>	<b>25</b>
<b>ARTICLE 20 – CONTRACTING AND SUBCONTRACTING OF WORK.....</b>	<b>26</b>
<b>ARTICLE 21 – GRIEVANCE PROCEDURE .....</b>	<b>27</b>
<b>ARTICLE 22 – CITY CLOSURE .....</b>	<b>29</b>
<b>ARTICLE 23 – TERM OF AGREEMENT AND REOPENING .....</b>	<b>30</b>
<b>APPENDIX A – SALARY SCHEDULES.....</b>	<b>31</b>
<b>APPENDIX B – BUILDING INSPECTOR DIFFERENTIAL .....</b>	<b>35</b>
<b>APPENDIX C – LABOR AND MANAGEMENT COLLABORATION COMMITTEE (LMC).....</b>	<b>36</b>
<b>APPENDIX D – COMMERCIAL DRIVERS LICENSE IMPACT OF LOSS.....</b>	<b>37</b>

## **PREAMBLE**

This Agreement is entered into as of ratification by both parties of the collective bargaining agreement by SEIU Local 503/OPEU, hereinafter referred to as the "Union," and the City of Tigard, hereinafter referred to as the "City," for the purposes of collective bargaining. It is the purpose of this document to set forth the full Agreement between the above-mentioned parties on matters relating to employment relations.

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

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at that time that they negotiated this Agreement. The parties agree however that this language does not apply to City policies.

## **ARTICLE 1 – RECOGNITION**

Section 1. Bargaining Unit: The City recognizes SEIU Local 503/OPEU "Union" as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for the classifications listed in Appendix "A" for all full-time, regular employees (those employees regularly scheduled to work forty (40) hours per week) and for all regular, part-time employees (those employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week).

All seasonal employees (those hired to work for a fixed period of time which is less than one year), casual, irregular part-time (those scheduled to work less than twenty (20) hours per week), and all other employees are excluded from the bargaining unit. Any employee employed on a temporary basis will be excluded from the bargaining unit. It is agreed that temporary, seasonal, casual and irregular part-time employees shall not work for more than 1,040 hours in a calendar year and must have a minimum of a 13-week break in service, prior to returning to the City in a temporary capacity. If a temporary, seasonal, casual, or irregular part-time employee is worked beyond the 1,040 hours in a year (without an extension on file), the City must pay the Union equivalent dues that would be owed for all hours worked since the start date for that employee and immediately release the employee from City service.

The City agrees that once each quarter (January, April, July, and October) the Union will be provided a calendar year to date total hours worked report for City temporary staff. The Union agrees that when extenuating circumstances exist, a temporary assignment may be extended for up to two months (347 hours) with an explanation of the circumstances and advanced notice to the Union. The parties agree that the foregoing limit on temporary employees' hours shall not apply when the temporary employee is employed as a substitute for a regular full-time or regular part-time employee during an extended leave or period of light duty not to exceed two (2) years or as the parties may otherwise agree.

Section 2. Non-Discrimination: This Agreement shall be applied equally to all employees represented by the Union without unlawful discrimination for any reason. The Union shall share equally the responsibility for applying the provisions of this paragraph. Inasmuch as both State and Federal law include mechanisms for the resolution of discrimination issues, the Union and the City agree that the provisions of this Section shall

be used as the basis for a Step 1 through Step 3 grievance but shall not be pursued to Step 4 - Arbitration, or otherwise cited as the basis for a claim of a violation of this Agreement.

**Section 3. New Classifications:** The City shall notify the Union of its decision to change an existing or add a new classification by sending a copy of the new or revised classification description to the Union. The City shall also notify the Union of any change in job duties of an existing classification if such a change may affect the employee's representation status. The City shall also advise the Union as to whether or not it regards the new or revised classification or position to be within or outside the bargaining unit. If the City and the Union cannot agree as to whether or not such new or revised classification or position should or should not be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such new or revised classification or position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled. The Union shall have the right to bargain over the appropriate salary ranges for any new or substantially changed classification within the bargaining unit.

**Section 4. Notice:** Unless otherwise provided in this Agreement, whenever notice to the Union is required under this Agreement, such notice shall be satisfied by actual delivery of written notice or e-mail to the Local 199 Union President, Vice President, and Secretary-Treasurer and emailing SEIU Local 503 at [notice@seiu503.org](mailto:notice@seiu503.org); however, failure to email SEIU Local 503 in addition to the Union President is not subject to the grievance procedure. The Union shall notify the City of the names of the Union President, Vice-President, and Secretary-Treasurer after each election and/or officer change.

## **ARTICLE 2 – SAVINGS CLAUSE**

If any Article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Further, should a federal or state agency or court issue a decision that would result in a clause of this Agreement to be unlawful the City shall have the right to immediately reopen and bargain the relevant Article(s) of this Agreement if applicable.

## **ARTICLE 3 – EMPLOYEE RIGHTS**

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, by the Union, or by any employee because of their exercise of these rights.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The City Manager and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and method of operation, including the introduction of new equipment; establishing procedures and standards for employment and promotion; layoff, transfer, and demotion; to discipline or discharge for just cause; determine job descriptions; determine work schedules and assign work, and any other rights, except as expressly limited by the terms of this Agreement. In all matters not specifically

limited by this contract, the City shall have a clear right to make and to implement decisions in all such areas on a unilateral basis. All such decisions and actions shall not be subject to the contract grievance procedure or other claim of a violation of this Agreement.

## **ARTICLE 5 – UNION SECURITY**

### **Section 1. Payroll Deductions**

- (a) Upon written or electronic request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union, and at least one of the following: Local 199 President, Vice-President or Secretary-Treasurer. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives will be promptly forwarded to the Union, the Local 199 President, Vice President and Secretary Treasurer. The Union will maintain the written, and/or electronic records and will provide copies to the City upon request; audio records must be provided in a standard file format or certified transcription. Prior to the city making such deductions and remitting payment to the Union, the Union must provide electronic copies of the signed authorization forms to the city.
- (b) A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City electronically by close of business on the business day immediately preceding the tenth (10th) of each month. The City agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.
- (c) The City will not be held liable for check off errors but will make proper adjustments when notified of errors as soon as is practical.
- (d) For all deduction authorizations received on or before the tenth (10th) of the month, deductions shall be made for the month in which the application is submitted. If the City receives a request to rescind, the City shall forward such request to SEIU through the FTP process with email notifications to SEIU's membership department. If the Union shows, within ten (10) calendar days, an applicable agreement that prevents revocation under ORS 243.776 and/or ORS 292.055 or other state or federal applicable laws or rules, then the Union shall inform the employee of those results. Absent documentation from the Union within the time frame, showing a bar to revocation, the City shall process the employee's request. In addition to general indemnification, the Union will indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City as a result of any City action taken pursuant to the provisions of this Section. Copies of all such requests for dues cancellation shall be transmitted to the Union.
- (e) The aggregate deductions of all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters no later than the tenth (10th) day of the month following the month for which the deductions were made. The itemized listing of Union positions shall reflect the following:
  - a. Employee ID Number
  - b. Employee First and Last Name
  - c. Membership Status

- d. Department
- e. Job Classification
- f. Hourly Rate of Pay
- g. Dues Detail
- h. Changes (including hire/separation and effective date)
- i. Home Address
- j. Home Phone
- k. Date of Hire
- l. FTE
- m. Work Email Address
- n. Work Extension Number

- (f) The City agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement.

Section 2. Indemnification: The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

## **ARTICLE 6 – UNION RIGHTS**

Section 1. Meetings with the City: A Union steward or other Union representative and employees who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee or employees will attend any such meeting when the time of the meeting is set, and it shall be the responsibility of each individual employee to provide a minimum of twenty-four (24) hour advance notice whenever possible of the meeting to their immediate supervisor. The City reserves the right to change the time of any meeting that unduly disrupts City operations.

Section 2. Union Access: The City agrees that Union representatives shall be afforded reasonable access to nonworking spaces for the purpose of contract administration, provided such access does not interfere with the performance by City employees of their duties. Non-working spaces are break rooms, conference rooms or like facilities which are not in use. The Union representative shall be responsible for notifying the supervisor of such use before the meeting time to ensure that the space is available at the specified time.

Section 3. Negotiations: The negotiating team of the Union, to be comprised of not more than five (5) employees, shall be permitted to attend negotiation meetings with City representatives without loss of regular pay, based on work time lost, when such negotiations are scheduled during the regular work hours of the involved employees. Some flexing of schedules will be allowed at the discretion of management, based on operational needs, but will not be guaranteed. In addition to the above-provided time off for negotiations, the Union's bargaining team shall be allocated a fifteen (15)-hour leave pool to be used among the bargaining team members for negotiation preparations and related activity during the course of negotiations. Team members desiring to use all or a portion of the leave pool shall request the time off at least forty-eight (48) hours in advance and will record their time as "Union Business Leave (UBL)." The parties agree that there may not be more than two (2) employees from the same department on the Union's negotiating team.

Section 4. Bulletin Boards: The City agrees to furnish and maintain suitable bulletin board space in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City agrees that the Union may utilize the inter-office electronic mail system as another

form of communication between employees. The Union agrees that the e-mail system will not be used to discuss negotiations or to transmit confidential material such as grievance information. The Union agrees to restrict the use of e-mail to activities not prohibited by the contract.

Section 5. Personnel Policies: The City shall submit a copy of any proposed revisions to the City's Personnel Policies and Procedures Manual to the Union for comment before such revisions are adopted.

The Union shall be provided a copy of any work rules or other written memoranda that are distributed to all employees in the City or to all employees of a department of the City. The City shall maintain an up-to-date general Policies and Procedures Manual which shall be available in the Human Resources office. Written departmental policies and procedures will be made available in the department.

Section 6. Stewards: The Union will provide the City with a current list of designated union stewards. If the Union fails to provide current steward names, no City time shall be granted for unnamed stewards. Time spent by stewards under this Article will be recorded and reported to the immediate supervisor by the steward as the time is incurred. If a steward fails to maintain or provide proper records of time spent, no further City time shall be granted. Reasonable time off during a steward's regular work hours will be granted without loss of compensation, seniority, leave accrual, or any other benefits in accordance with the Public Employees Collective Bargaining Act (ORS 243.798).

Section 7. Leadership Meetings: The City Manager and the Union President shall meet quarterly for the purpose of maintaining open communication between the parties. These meetings are not intended to replace or supplement bargaining between the parties and shall not include discussion of mandatory subjects of bargaining.

Section 8. New Employee Orientation: The City will schedule up to thirty (30) minutes during an SEIU employee's new hire orientation to allow a Union Representative, Union Steward, or Officer time to provide a Union orientation. The City shall notify the Union President through a calendar invite. Orientations are typically scheduled every other week. It shall be the Union's responsibility to provide an available Representative, Steward, or Officer at the scheduled time and they may attend on paid time during their normal work hours.

Section 9. Union Delegate Leave: Official Union General Council delegates and members of the Union's Statewide Board of Directors shall be allowed to use accrued vacation leave or be granted a leave of absence without pay to attend the Union General Council Meeting. Leave for this purpose shall not exceed three (3) days in any twelve (12) month period. Such leave shall be subject to supervisory approval through the same process as other requests for time off.

Section 10. Union Professional Development Leave: Short leaves of absence without pay may be applied for, subject to the City's operational needs and at the sole discretion of the City, for employees in the bargaining unit to pursue professional development opportunities with SEIU. Such leaves shall not exceed two weeks in length. Operational impacts, potential for overtime, impacts on a work unit and potential employee development benefits to the City shall all be considerations prior to approving such a leave. Employees in a paid status less than a 30-hour equivalent FTE, shall pay the prorated costs of employee benefits.

## **ARTICLE 7 – CITY SECURITY**

The Union agrees that during the term of this contract its membership will not participate in a strike, work stoppage, sympathy strike, slowdown, or other interruption of work. Any violation of this Article shall be

grounds for disciplinary action up to and including discharge. There shall be no lockout of employees during the term of this Agreement.

## **ARTICLE 8 – SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION**

Section 1. Determining Seniority: For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service with the City from the most recent date of hire in a regular, full-time or regular, part-time bargaining unit position. No employee who has accrued seniority as of the date of this Agreement will lose seniority by reason of this provision. Employees will continue to accrue seniority and other time-based benefits when they are out on protected leaves. Employees out on unprotected, unpaid leaves of absence for two work weeks or longer will not accrue seniority when out on leave but will retain the seniority they had before going on leave. Such leaves of absence shall result in adjustments to the employee's end-of-probation date, merit eligibility date, leave accruals, and other time-based benefits.

### Section 2. Probationary Period:

- (a) New Employee: The probationary period shall be six (6) months for all new employees. By mutual agreement of the City and the Union, an extension of the probationary period for a maximum of three (3) months may be implemented. During the probationary period, an employee may be discharged at the sole discretion of the City without any reasons or cause being shown.
- (b) Promoted Employees: A newly promoted employee (defined as an employee appointed to a position in a classification which has a higher maximum salary rate than their current classification) will be subject to a probationary period of six (6) months from the effective date of the promotion or transfer. By mutual agreement of the City and the employee, the probationary period may be extended for a maximum of an additional three (3) months. During a promotional probationary period, an employee will continue to be considered a regular employee, will continue to accrue seniority, and shall be protected in discipline and discharge procedures on the same basis as other regular employees.

If the employee's promotional probationary period is unsuccessful, the employee may return to their previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City. Written notice to the employee of the reasons for the action shall be provided. During the first sixty (60) days of their probationary period in the new job, employees shall have the right to return to their previous classification at their request.

- (c) Transferred Employees: A newly transferred employee (defined as an employee appointed to a new assignment which has the same maximum salary rate as their current present classification) will be subject to a probationary period of three (3) months from the effective date of the transfer. By mutual agreement of the City and the union, the probationary period may be extended for a maximum of an additional three (3) months. During a post-transfer probationary period, an employee will continue to be considered a regular employee, will continue to accrue seniority.

If the employee's post-transfer probationary period is unsuccessful or at the request of the employee, the employee may return to their previous classification or position within their original department, if such vacancy exists.



- (d) **Reclassification:** Employees filling positions that are reclassified by the City will not be subject to a probationary period unless otherwise indicated prior to the effective date of the reclassification. During such a reclassification probationary period an employee shall be returned to their previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City.

**Section 3. Job Posting:** All vacancies and new positions to be filled shall be posted on appropriate bulletin boards for at least seven (7) calendar days prior to the application deadline. Additionally, posted positions will be emailed out to employees at least seven (7) calendar days prior to the application deadline. This electronic posting shall satisfy the posting requirement and serve as evidence of having posted a position, should there be a challenge. This subsection shall not apply to transfers, recall of employees' subject to layoff and/or to ADAAA/Worker's Compensation accommodations or returns from ADAAA/Worker's Compensation related leaves.

**Section 4. Promotions or Classification Transfer:** The parties agree that the most qualified applicant for a promotional opportunity or classification transfer will be given preference in filling any such vacancy. Employees shall be given full consideration for all promotional opportunities or classification transfers, if they meet the qualifications. In cases where two (2) current City employees are considered, in the judgment of the City, to be equally qualified for a promotion, the promotion or classification transfer shall be given to the employee who has the greatest seniority. At the time of the promotion, an employee shall be placed at the starting rate for the job, minimum of at least five percent (5%) pay increase, provided that if the promoted employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the promotion, the employee will be paid no less than the differential they were receiving while acting in capacity. The promoted employee's pay rate shall not, however, exceed the established pay range for the classification to which they are being promoted. Any employee who is interviewed for a position, and who is not selected, shall upon request, be entitled to a meeting with their supervisor and a representative from Human Resources to discuss actions they might take to become a more viable candidate for future openings.

**Section 5. Reclassification:** If an employee has good reason to believe that the duties of their position are no longer consistent with the classification to which they are assigned, a classification review request may be submitted in writing to the employee's supervisor. The classification review request shall detail the specific changes in job duties that have occurred since the effective date of this Agreement or the specific inconsistencies that exist between their job duties and current classification. If the matter is not resolved between the employee and supervisor, the employee may within thirty (30) days following the employee's written classification review request submit a written classification review request to the department head. The City shall have thirty (30) days to review and respond to a classification review request and shall have an additional thirty (30) days if an outside consultant is to be retained for the purpose of reviewing the request. Wage adjustments which may result from this process may involve either an increase or a reduction in the employee's compensation, in no case retroactive for more than thirty (30) days previous to the date the written classification review request is submitted to the supervisor under this Section 5. No classification review request may be submitted by an employee during the period of their probationary service with the City. An employee's merit review date will not be changed by reason of reclassification under this Section 5.

The foregoing shall not be construed as preventing the City from exercising its right to transfer employees, to assign job duties, to define and redefine the job duties of any position, and upon its own initiative to reclassify positions pursuant thereto.

When a position is reclassified, the incumbent who is subject to the reclassification shall be paid as follows:

- (a) If the new classification has a higher maximum rate of pay, the employee shall be paid the minimum rate of the new classification or their current rate of pay plus five percent (5%) whichever is greater.
- (b) If the new classification has a lower maximum rate of pay, the employee shall receive their existing rate of pay but shall not be eligible for cost-of-living increases until such time as the established maximum pay rate for the new classification exceeds their rate of pay, not to exceed thirty (30) months. If the reclassification is a result of employee request or in lieu of layoff the employee will be paid the applicable rate of pay for the lower classification given the length of the employee's service.
- (c) If the reclassified employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the reclassification, the employee will be paid no less than the differential they were receiving while acting in capacity.

All reclassifications shall be effective upon the first of the month following the month in which the reclassification request was submitted to the City. No grievance regarding an employee's classification assignment may be filed until after the provisions of this Section have been exhausted. If a grievance regarding an employee's classification assignment is pursued to arbitration, the arbitrator shall be bound to the standards contained in this Section in making their determination.

## **ARTICLE 9 – HOURS, OVERTIME, AND PREMIUM PAY**

Section 1. Work Week, Work Day and Work Schedule: The “work week”, shall be defined as seven (7) consecutive days commencing at the start of the employee's work schedule.

A “work day” shall be defined as a recurring twenty-four (24) hour period commencing at the start of the employee's work schedule.

A “work schedule,” consistent with the operating requirement of the City, shall be a 5-8, 4-10, 9-80, flexible or part-time as follows:

- (a) A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week.
- (b) A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week.
- (c) A “9-80” work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5<sup>th</sup>) day.
- (d) An alternative work schedule shall consist of fixed hours other than a 5-8, 4-10, or 9-80 schedule.
- (e) A “flexible” work schedule shall be equal in total hours worked during the work week to that of a “5-8” employee but remains variable with regard to the number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. Assignments which the City expects to work a flexible schedule will

be identified as such. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule.

- (f) "Regular part-time" employees shall be scheduled to work a portion of any of the above- specified schedules.
- (g) Job Sharing: As long as the City maintains a policy allowing job sharing, employees shall be eligible to participate in the City's program. The application of the policy, however, shall not be subject to the grievance procedure.

Section 2. Overtime: The City and the Union agree to waive the application of ORS 653.268 and shall utilize the following provisions in determining compensation for overtime:

All authorized work shall be compensated at the rate of time-and-one-half for work under the following conditions:

- (a) Employees assigned to a 5-8 schedule shall receive overtime for any work after eight (8) hours on any workday, and for any mandatory work performed on the sixth (6th) or seventh (7th) day of the employee's work week.
- (b) Employees assigned to a 4-10 schedule shall receive overtime for any work after ten (10) hours on any workday and for any mandatory work performed on the fifth (5th), sixth (6th), or seventh (7th) day of the employee's work week.
- (c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5<sup>th</sup>) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the halfway point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.
- (d) Employees assigned to a flexible work schedule shall receive overtime credit for all authorized work hours that exceed forty (40) hours per work week.

All overtime pay shall be computed to the nearest one-quarter (1/4) hour. Under no conditions will overtime be paid twice for the same hours worked.

Section 3. Payment of Overtime and Compensatory Time: Overtime that is not scheduled as compensatory time off during the pay period in which it is worked shall be paid in cash or, if authorized by the City and agreed to by the employee, be accrued as compensatory time off to the extent such is allowed by law. The time shall be scheduled upon the employee request, consistent with the operating needs of the City and in accordance with the Fair Labor Standards Act. The parties agree that the City will not be obligated to schedule compensatory time off and that such a request will be deemed to be unduly disruptive if the request would cause the City to incur overtime to cover the requested time off. Compensatory time off accrual shall be capped at no more than a total of sixty (60) hours. Any time banked over the sixty (60) hour maximum shall be paid in cash. All accrued compensatory time shall be paid in cash upon termination of employment with the City.

Section 4. Extended Schedule Situations: Employees who work sixteen (16) hours or more in a rolling 24-hour period will be compensated at double time for any hours beyond sixteen (16) hours and shall have at least eight (8) hours<sup>1</sup> off duty prior to returning to work unless an emergency is declared by the City Manager or designee.

Section 5. Shift Change Premium: If an employee's regularly scheduled work hours are changed with less than five (5) calendar days' advance notice, those hours upon the first day of the modified schedule that fall outside of the originally scheduled hours shall be paid at the overtime rate. The provisions of this Section shall not apply if the change in work hours is at the request of the employee or is the result of an emergency or unforeseeable circumstance, such as inclement weather.

Section 6. Call-Back: Any employee who has completed their work day and departed the City's premises upon completion of said day and is then physically called back to work more than two (2) hours before the start of their next normal shift will receive a minimum of two (2) hours pay at time-and-one-half of the employee's regular rate of pay. In the event such a call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of their regular shift, at which time they will begin receiving compensation at their regular straight-time rate.

If an employee is physically called back to work between the hours of 9:00 p.m. and 5:00 a.m. and performs work for four (4) or more hours and the employee is scheduled to work the following calendar day, the employee shall be able to flex up to four (4) hours off duty at the beginning or end of their shift on the following calendar day based on the employee's need.<sup>1</sup>

Section 7. Acting in Capacity: When an employee is notified in writing that they will be assigned for a limited period (40 consecutive work hours or more) to perform substantially all the duties of the higher-level assignment outside the scope of their regular job duties that employee shall be paid premium pay of five percent (5%). All paid leave taken during the acting in capacity assignment will be paid at the employee's regular rate of pay.

The parties agree to strive to encourage and provide on-the-job training for employees. An employee performing duties out of their classification for training and developmental purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

Section 8. Building Inspector Differential: The parties agree to the attached Appendix B.

Section 9. Bilingual Premium: The City shall designate positions that shall be eligible to receive a three percent (3%), but not less than \$50 (fifty dollars) per month Spanish language premium. The City will use the following criteria when designating positions: those positions that require public contact and continual eliciting and explaining information in Spanish, or those that are in a work location where there is a demonstrated need for Spanish language translation in providing services to the public. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need. To be eligible for the Spanish language premium, employees in the eligible positions must demonstrate proficiency in Spanish at an intermediate level. Testing to substantiate continued proficiency will be required once every two (2) years. The City will develop a testing/certification process to enable employees to

---

<sup>1</sup> The off-duty rest is not paid time, it is instead treated like a schedule change, in cases of having already worked beyond 16 hours, employees will not have the option to work or use paid leave for that time.

demonstrate such proficiency to the satisfaction of the City. The City may determine that other languages may qualify based on a demonstrated need and changes in the demographic make-up of the City's service population. The City will begin a process to evaluate the frequency of languages being used in service to the public within forty-five (45) days of execution of an agreed-to contract to last not less than four (4) months and no more than six (6) months, to determine if any operational need exists within any departments for languages beyond Spanish. If additional languages are identified as an operational need through the study, the City will follow the above procedures for those newly-identified languages, but will provide a flat \$50 (fifty dollars) per month for the new languages, presuming that the frequency of utilization will be significantly less than the frequency of Spanish.

Section 10. Water/Wastewater Certification Incentive: Effective January 1, 2020, bargaining unit employees assigned to water distribution or wastewater collection, who obtain and maintain specific job-related certifications beyond those required for their job classification, and/or who participate in the voluntary PW on-call/SCADA program, shall receive incentive pay as follows:

Water Distribution Certification/Wastewater System Operator Certification (collections)	Level II	1.0%
Water Distribution Certification/Wastewater System Operator Certification (collections)	Level III	1.5%
Water Distribution Certification/Wastewater System Operator Certification (collections)	Level IV	2.0%

The Water Distribution Certification must be issued by the Oregon Health Authority. The Wastewater System Operator Certification for Collections must be issued by the Oregon Department of Environmental Quality.

Section 11. Public Works On-Call and SCADA Programs: Public Works bargaining unit employees who participate in the Public Works On-Call and/or SCADA programs shall receive (at a minimum) the following compensatory time or overtime pay at time and one half:

- A. Total of one (1) hour for each weekday
- B. Total of two (2) hours for each weekend day
- C. Total of two (2) hours for each recognized holiday, including the Day After Thanksgiving

As noted above, the standard base on-call pay is nine (9) hours at the overtime rate for on-call weeks. The first three (3) hours of pay shall be considered inconvenience pay for being on call. The remaining hours paid shall be considered compensation for actual hours worked from home while on-call during the on-call week. Time worked from home by the on-call employee beyond those hours during the on-call week shall be recorded as additional overtime on the employee's time sheet.

Section 12. Direct Responsible Charge (DRC) Incentive: Effective January 1, 2020, the employee assigned as DRC will receive an additional three percent (3.0%) incentive pay for the assigned week, excluding leave time.

Section 13. Library On-Call Program: On-Call Shifts available for part-time regular library staff: Part-time regular library employees are eligible to accept on-call shifts within their job classification. Employees with regular schedules under 29 hours per week are eligible to work additional hours up to a maximum of 58 total hours per pay period. Employees with regular schedules of 30 or more hours per week are eligible to work additional hours up to a maximum of 80 hours per pay period. Employees may not work more than 40 hours per week under this provision.

Library employees may request to be included in an on-call list by division. Shifts will be offered and assigned to regular part-time and on-call employees using established scheduling procedures by division.

#### Section 14: Acting in capacity on-call program (Library pilot only, expires June 30, 2025)

The city will fill on-call shifts by offering them to either the on-call pool or regular part-time employees for shifts outside of their job classification for which they meet the minimum qualifications.

Minimum qualifications will be reviewed by human resources on a quarterly basis to establish an eligible list of candidates who are interested and qualified for the acting in capacity on call opportunities. The purpose of running a quarterly review and application is to give employees the opportunity to work towards meeting the minimum qualifications of the desired job classification and be considered for the acting in capacity on call opportunities.

At this time, because the time employees will act in capacity performing duties outside of their regular scope of duties in an irregular and infrequent basis, the 5% Acting in capacity premium pay does not apply. The current HRIS system does not allow for having one employee in two positions at one time and therefore the parties agree to a 10% premium pay for each hour worked while participating in the acting in capacity on call pilot program for participating employees.

This pilot program allows the city to concentrate efforts on developing employees. The library acting in capacity on-call pilot program will end on or before June 30, 2025. At that time, the city will evaluate the program to determine if the new HRIS system will be able to manage having two positions for one individual. If that is not the case by June 30, 2025, the city will evaluate if the program should continue, expand, or cease. Upon evaluation, should the city determine the program is no longer feasible, those participating will return to their regularly designated job classification.

## **ARTICLE 10 – HOLIDAYS**

Section 1. General Holidays. The City of Tigard shall observe the following paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
28 hours of floating holiday (3.5 days of floating holiday)

In July 2019, floating holiday was increased by 8 hours to compensate for the removal of the Day After Thanksgiving from the list of paid holidays. This change was to provide better tracking in payroll and additional flexibility in holiday use for employees. Employees are expected to use floating holiday or other eligible leave accruals to cover the Day After Thanksgiving if that day is a regularly scheduled workday. Employees who have exhausted their leave accruals and have none available to cover the Day After Thanksgiving will take the day off without pay, but will be compensated for the Thanksgiving Day holiday as

if they had been in paid status the day before and after the holiday.

If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. Employees not scheduled to work on the day a holiday falls, will arrange with their supervisor to mutually schedule an alternative day off before the holiday within the same pay period the holiday falls or within thirty (30) days after the holiday.

Regular full-time employees shall receive eight (8) hours pay for each of the holidays listed above, provided the employee works the scheduled day before and the scheduled day following the holiday unless the employee is on paid leave status.

For Library employees, holidays will be observed on the actual day the holiday falls. Employees not scheduled to work on the day a holiday falls will arrange with their supervisor to mutually schedule an alternative day off within thirty (30) days.

Employees required to work on any of the observed holidays (or actual holidays for Library employees) listed above, shall be compensated for all hours worked at the rate of time-and-one-half with a minimum guarantee of two (2) hours work in addition to the holiday pay. Time-and-one-half pay does not apply to employees who work on actual holidays when those holidays occur on a Saturday or Sunday unless the hours worked cause the employee to work more than forty (40) hours in the workweek.

Section 2. Scheduling of Floating Holidays: It is the responsibility of an employee who accrues a floating holiday under Section 1 to schedule the holiday time off at a time that is mutually agreeable to the employee and their supervisor prior to the end of the fiscal year. Any accrued, but unused floating holiday time will be lost at the end of the fiscal year.

Section 3. Holidays for Part-Time Employees: For part-time employees, if the holiday occurs on an employee's regularly scheduled day off, the employee will arrange with their supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday. The employee will not be cashed out for the holiday or allowed to take the holiday time off beyond the thirty-day period. If operational needs permit, the City will allow part-time employees an opportunity to modify their work schedule and work additional hours during a holiday week to provide for a full paycheck without having to use vacation time or other earned leave and without incurring overtime.

Section 4. Part-Time Holiday Benefits: Holiday benefits for regular, part-time employees (twenty (20) hours per week or more) shall be prorated based on FTE, provided the employee has worked an average of twenty (20) hours per week in the preceding calendar month and is in paid status for their scheduled day before and day after the holiday. In the first month of employment, average hours worked per week will be determined on the basis of weeks worked in the month, fractional weeks excluded.

## ARTICLE 11 – VACATION

Section 1. Accrual: Full-time employees shall accrue vacation days at the following rates:

0 to 6-months and completion of the probationary period (whichever is later)	No monthly accrual, 40 hours of vacation credited upon successful completion of probationary period
After 6 months of service and successful probationary period	8.0 hours/month
After the 5 <sup>th</sup> anniversary of service	10.0 hours/month
After the 10 <sup>th</sup> anniversary of service	12.5 hours/month
After the 15 <sup>th</sup> anniversary of service	14.0 hours/month
After the 20 <sup>th</sup> anniversary of service	16.0 hours/month
After the 25 <sup>th</sup> anniversary of service	18.0 hours/month

Vacation accrual for part-time employees shall be prorated based on FTE.

Notwithstanding the above-specified rates of vacation accrual, no employee shall be allowed to accumulate vacation in excess of two hundred twenty (220) hours. It shall be the responsibility of each employee to schedule sufficient vacation so that they are not denied accrual of additional vacation.

Section 2. Utilization: The parties recognize that utilization of accrued vacation time is in the best interest of the City and the employee. Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee based on the employee's request, seniority, and the operational needs of the City. Once scheduled, there will be no vacation scheduling bumping.

Upon written request by an employee and approval by the Department Head, an employee shall also be allowed to convert a block of up to eighty (80) hours of accrued vacation time into cash, provided they have also already taken at least forty (40) hours of vacation time off during the same fiscal year. The 40 hours need not be taken in a continuous block of time. Employees will be required to maintain a minimum of 40 hours of accrued vacation in their accrual bank. This option may be exercised twice per fiscal year. Part-time employees may access this provision prorated based on FTE.

All regular employees shall be entitled to payment for unused vacation leave upon separation from the City service. In the event of death, the employee's heirs will be entitled to payment for unused vacation leave.

Approved vacation leave may not be cancelled by the City except in the event of an emergency which creates an abnormal workload or other condition not under the control of the City. In the event of such condition or emergency, the employee shall be notified of the cancellation in writing. Unrecoverable transportation or lodging deposits, provided the employee notified the City of same at the time that the vacation was cancelled, will be paid by the City if the employee produces proof of such unrecoverable deposits.

Section 3. Hardship donations. The City will allow employees to make donations of accumulated vacation leave into a "leave bank." Vacation leave may also be donated to a specific employee, if the eligible recipient gives Human Resources permission to disclose the employee's name at the time of the donation request. For



the purpose of this Agreement, the hardship leave donations will be administered under the following stipulations:

- (a) The recipient and the donor must be regular employees of the City. The parties agree that management employees may donate to the leave bank or a specific employee on a voluntary basis; the same will be true in reverse.
- (b) The City shall not assume any tax liabilities that would otherwise accrue to the employee.
- (c) Requests to receive hardship leave must be accompanied by medical documentation (or have a FMLA/OFLA certification on file) verifying eligibility of an employee's and/or family member's serious health condition that will leave the employee off work for at least a month.
  - For health conditions requiring intermittent leave, a doctor's note anticipating a need of at least one (1) month of leave over a twelve (12)-month period for the serious health condition would also qualify; however, donated leave must still be taken in blocks of forty (40) consecutive hours or more per (g) below (prorated equivalent for part-time staff) or in smaller increments, when on a regular, consistent, and predicable schedule.
- (d) Each application for donated vacation hardship leave will be reviewed and approval granted or denied on a case-by-case basis by Human Resources. The City retains the right to require periodic (monthly or otherwise based on the law) certification to verify eligibility.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay.
- (f) Donated hours will be directed to a vacation donation hardship leave bank for access by any regular employee meeting the criteria for requesting a hardship leave as referenced in this policy or time may be donated to a specific employee, if the request for donation is specific to an individual or individuals.
- (g) To be eligible to receive hardship donations, employees must have:
  - Maintained an average of at least forty (40) hours of sick leave over the preceding twelve (12) months and have exhausted paid leave accruals; OR
  - Been unable to maintain the leave accruals due to the employee's own serious health condition or that of a family member in the prior twelve (12)-month period and have exhausted paid leave accruals;
- (h) For those employees eligible to access the leave bank, the City will notify the Union President of any request for hardship leave, as long as the employee requesting the leave consents to such notification, in writing. The notification shall include the status of the hardship leave bank. Donations made to a specific individual will be used on a first-come/first-used basis and will not be removed from the donor's vacation leave bank until and unless there is a documented need. Donor's leave shall only be available to the recipient during the specific medical incident under which it was granted (EG if granted for a broken arm and not all used, it does not remain available for a new medical incident a few weeks later, such as a broken ankle).
- (i) Unused donated hours to the leave bank shall be carried over from year-to-year and shall not lapse. For employee-specific donations, unused hours will remain with the donor and will not be otherwise carried over.

## **ARTICLE 12 – BENEFITS**

Section 1. Life Insurance: The City shall provide each employee with a \$50,000 group term policy and will pay one-hundred percent (100%) of the premium. Employees become eligible for life insurance effective the first day of the month following the start date.

Section 2. Medical and Dental Insurance: The City agrees to provide employees a choice between Regence Plan Copay B or Kaiser Copay B including vision insurance (or most similar replacement plans) including the alternative care option, most closely matching the current plans, contingent upon CIS' minimum enrollment requirements and plan availability. Employees are eligible for health benefits effective the first day of the month following the start date.

The City agrees to provide dental insurance (a choice between Willamette Dental, Delta, and Kaiser Dental) or substantially equivalent coverage for each employee and all enrolled dependents including domestic partners, subject to CIS enrollment requirements and plan availability. Employees are eligible for health benefits effective the first day of the month following the start date.

City contributions (based on the insurance plans selected by each full-time employee – thirty (30) or more hours per week) are calculated as follows:

Effective January 1, 2023 the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

Effective January 1, 2024, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

Effective January 1, 2025, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

Section 3. Payroll Deduction: Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 12, Section 2 with or without the employee's individual authorization.

Section 4. Insurance Committee – Insurance Reopener: The parties agree to continue a joint insurance committee to review insurance plan options and to make recommendations for potential changes in plan design that will provide quality, affordable care, while containing insurance costs. The committee will be called together if the City insurance costs experiences aggregate rate increases in excess of eight percent (8%) or if the excise tax provisions of the ACA places the City in jeopardy of being charged for the program on an individual or citywide basis. The committee shall determine plan changes that will bring the cost of increases for insurance to eight percent (8%) or less and/or below the ACA excise cap as applicable. If the committee is unable to reach a majority decision, then the parties agree to a ninety (90) day mid-term bargaining period under the statute, as a reopener of this article, Article 12 – Benefits. The committee will consist of three members of management, one of whom will be the Director of Human Resources (or designee), who will chair the committee, and three employee members from the bargaining unit who will be appointed by the Union. No one else may attend committee meetings absent mutual agreement. All union members of the committee will be allowed up to two (2) hours of paid time each in months the committee meets to prepare for the meeting. The parties may, upon mutual agreement, implement a change in plan design based on the

committee's recommendation. In the event the committee's recommendation results in a decrease in premium from one plan year to the next, the parties also may discuss potential gain-sharing options.

Section 5. Disability Insurance: The City agrees to provide disability/salary continuation insurance at sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of base salary, not to exceed \$4,000 per month, to provide coverage after sixty (60) days of disability.

Section 6. Retirement: During the term of this Agreement and after six months of continuous service with the City, the City shall continue to contribute ten percent (10%) of each employee's gross pay to that employee's established 401(a) retirement account. The normal retirement age allowing for in-service distribution for the 401(a) retirement plan is fifty-five (55) years.

Section 7. Flexible Spending Account: The City shall continue to provide a Flexible Spending Account, but reserves the right to cancel such access should the excise tax provisions of the ACA place the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would only impact medical flex and not the employee pre-tax insurance contribution or the dependent care flex. It would occur at the start of a calendar year with not less than thirty (30) days notice to the union.

Section 8. Part-Time Employees: Employees who are regularly scheduled to work thirty (30) or more hours per week shall receive all benefits specified in Sections 1 through 2 and 5 through 7 above. Employees who are regularly scheduled to work less than thirty (30) hours but twenty (20) hours or more shall receive a City contribution equal to fifty percent (50%) of the cost of such benefits if the employee elects to pay an equal amount via payroll deduction.

Section 9. Carrier Selection: The City reserves the right to provide the insurances and other benefits outlined above through a carrier of its choice. The City shall notify the Union of any changes in insurance carrier or other carriers at least thirty (30) days prior to the change.

The parties agree that all insurance and other benefits are subject to the terms and conditions of contracts and/or agreements between the City and the insurer(s).

Section 10. VEBA: To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$1,000 annually (\$83.33 per month) to a VEBA account on behalf of each bargaining unit member. Starting January 1, 2014, employees who are not enrolled in a City-provided medical insurance plan will have restrictions on the use of any new funds contributed to the VEBA, consistent with legal requirements.

Section 11. Deferred Compensation: New employees hired on or after January 1, 2020 shall be automatically enrolled in the 457(b) deferred compensation plan and contribute one percent (1%) of their compensation to the plan. Contributions shall be automatically directed to the default plan as determined by the Plan Governance Committee. Employees may opt out of the program, change their contribution amount, or redistribute their investment strategy at their discretion in accordance with plan rules.

The City, on behalf of employees with ten (10) or more completed years of service, will match employee contributions up to one percent (1%) of base monthly salary into the deferred compensation account as set up and directed by the employee. Upon completion of fifteen (15) years of service, the City's matching contribution shall increase to a total of up to one and one-half percent (1.5%). Contributions made by the City shall begin on the first payroll following December 1 of the year in which the employee reaches the years of service milestone (10 and 15 respectively). If the employee notifies Payroll anytime on or after their anniversary date, the contributions will start within 30 days following notification. No contribution by the

City shall be retroactive.

## **ARTICLE 13 – SALARIES**

### **Section 1. Wage Rates:**

- (a) Effective July 1, 2022, the salary range in steps for each classification shall be as set forth in Appendix A hereof [reflecting an adjustment to wages across the board by the amount of five point one percent (5.1%)
- (b) Effective July 1, 2023, adjust wages across the board by the amount of the percentage change in the CPI-W, West Urban Index (annual average) minimum one percent (1.0%), maximum six percent (6.0%).
- (c) Effective July 1, 2024, adjust wages across the board by the amount of the percentage change in the CPI-W, West Urban Index (annual average) minimum one percent (1.0%), maximum six percent (6.0%).

Section 2. Probationary Step: New employees shall be hired within the range established for their classification and advance five percent (5%) upon successful completion of their probationary period.

### **Section 3. Evaluations:**

- (a) During the first year of employment, employees will be evaluated in writing after the first six (6) months. Thereafter, employees will be evaluated consistent with City policy. Employees may be evaluated more frequently at the discretion of the supervisor. The results of an evaluation shall be reviewed with the employee and the employee may within seven (7) days thereafter attach written comments or objections to the evaluation. An evaluation shall not be subject to the grievance procedure.
- (b) All periodic salary increases within the salary range established in Appendix A shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. An employee who has received no periodic salary increase within the applicable salary range as a result of an evaluation of less than satisfactory performance may file a written grievance under Article 21 (Grievance Procedure) within seven (7) days following notice of no increase.
- (c) A seven (7) step salary schedule, with five percent (5%) increments between annual steps beginning upon successful completion of the probationary period and annually hereafter is set forth in Appendix "A." Movement on the salary schedule is conditioned upon satisfactory performances as set forth in Section 3(b) hereof.

## **ARTICLE 14 – TRAVEL, TRAINING AND REIMBURSEMENT**

Section 1. Mileage Reimbursement: Employees authorized to use their personal vehicle in the performance of official City duties, shall be reimbursed at the standard IRS-allowed rate.

Section 2. Expense Reimbursement: Whenever overnight travel outside the City is required, the City shall reimburse employees for necessary and reasonable receipted meal, lodging, and other expenses, consistent with state and federal tax laws and City Policy.

### Section 3. Training:

- (a) **Mandatory Training:** In addition to receiving expense reimbursement, mandatory training time shall be paid for as hours worked, in accordance with the FLSA. Travel time, provided no overnight stay is involved, shall also be paid for as hours worked.

This provision shall also apply to training which is necessary in order to acquire or maintain a required certificate or license following the employee's date of employment by the City.

- (b) **Voluntary Training:** Training that is not mandatory may be with or without pay reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with the FLSA. Such training or course work may also be subject to such other conditions and restrictions as the City in its discretion may specify. The employee shall be advised at the time that the training is approved as to whether the training is considered mandatory or voluntary training.

**Section 4. Tuition Reimbursement:** The City will reimburse an employee for one hundred percent (100%) of the cost of tuition and fees for courses conducted outside the employee's regular working hours. The course must be directly related to the performance of the employee's job. Employees requesting tuition reimbursement must apply for approval from their department director prior to the registration deadline for the course, consistent with the city's training and education policy. Reimbursement is subject to the approval of the department director within budgetary constraints, with consideration given to balancing training resources across a department and consistent with federal and state tax laws and city policy. The employee must show evidence of a "C" or better or passing (when no grade is used) or must reimburse the City of all costs advanced to the employee for the course.

- (a) If the class taken was related to the employee's current position, and the employee is separated from the City service for any reason except involuntary dismissal within one (1) year of the date of the reimbursement, it shall cause fifty percent (50%) of the amount reimbursed within such year to be deducted from the employee's final paycheck.
- (b) If the class taken was related to reasonable promotion or transfer opportunities, and the employee is separated from City service for any reason except involuntary dismissal within one (1) year, it shall cause one hundred percent (100%) of the amount reimbursed to be deducted from the employee's final paycheck. If the employee terminates for any reason except involuntary dismissal within two (2) years, it shall cause fifty percent (50%) of the amount reimbursed to be deducted from the employee's final paycheck. Educational courses which are only offered during regular working hours may be approved by the department head provided time off can be conveniently arranged and arrangements can be made to make up time off the same week.

Section 5. Clothing Reimbursement: The City will provide a clothing reimbursement for department approved clothing to employees in classifications listed in this section, not to exceed two hundred dollars (\$200) per fiscal year. Employees must submit actual receipts prior to being reimbursed for clothing. Employee classifications qualifying for this clothing allowance are:

<b>Job Classification</b>	<b>Clothing Allowance</b>	<b>Boot <sup>1, 2</sup> Allowance</b>	<b>Boot Allowance Frequency</b>
<b>Fleet Maintenance Technician</b>	200.00	250.00	Annually (if directed to wear)
<b>Facilities Maintenance Tech I/II/Senior</b>	200.00	250.00	Annually (if directed to wear)
<b>Inspector I/II/Senior</b>	200.00	250.00	Every 2 yrs (if directed to wear)
<b>Engineering Tech I/II/Senior (limited field work)</b>	100.00	250.00	Every 2 yrs (if directed to wear)
<b>Engineering Tech I/II/Senior (50+% field work)</b>	200.00	250.00	Annually (if directed to wear)
<b>Utility Worker I/II/Senior</b>	200.00	250.00	Annually (if directed to wear)
<b>Customer Field Worker/Senior</b>	200.00	250.00	Annually (if directed to wear)
<b>Environmental Program Coordinator</b>	200.00	250.00	Every 2 yrs (if directed to wear)
<b>Project Coordinator</b>	100.00	250.00	Every 2 yrs (if directed to wear)
<b>Water Utility Technician I/II/Senior</b>	200.00	250.00	Annually (if directed to wear)
<b>Code Compliance Officer</b>	100.00		

<sup>1</sup> Boot Allowance may only be used for reimbursement of receipts related to safety-toed boots as noted in Section 6 of this Article. Clothing allowance, however, may be used, in part, for reimbursement of boot receipts in excess of the \$250.00 allowance provided above.

<sup>2</sup> Boot Allowance per Section 6 of this Article is only applicable to employees within the job classifications identified above and only for individual positions within the classification that are directed to wear safety-toed boots.

By mutual agreement between the Union and the City, the parties may add job classifications, on a temporary basis, to the chart above, which would allow the impacted employees to receive clothing and/or boot allowance as agreed based on the assigned job duties.

Any employee who is hired after July 1st of any year shall be eligible for a prorated clothing reimbursement based upon that portion of the year that remains to be worked before the next July 1st.

The clothing reimbursement provided under this provision shall be applicable only to reimburse eligible employees, on presentation of receipt, for outer garments worn in the course of their duties. If a new employee voluntarily leaves the employ of the City within the first six (6) months of employment, the employee shall be required to reimburse the City for clothing allowance received during the probationary period.

Section 6. Boot Reimbursement: All employees who are directed to wear steel-toed footwear on the job shall be reimbursed upon the purchase of approved steel-toed footwear, receipt required, annual maximum: two hundred fifty dollars (\$250). This reimbursement may be used for repair, receipt required, reimbursement limited to actual cost of repairs. Employees who are directed to wear steel-toed footwear may combine the steel-toed boot reimbursement and clothing allowance, receipts required.

## **ARTICLE 15 – SICK LEAVE**

Section 1. Accrual: Regular full-time employees shall receive forty (40) hours of sick leave front-loaded each year and then 2.16 hours of sick leave for each full pay period worked. Part-time employees shall accrue sick leave prorated based on FTE. There shall be no limit on the amount of sick leave that an employee may accrue.

Section 2. Utilization: Accrued sick leave shall be available for use on regularly scheduled workdays in which employees are unable to work because of their own illness or injury or that of a covered family member.

In the event an employee needs to utilize sick leave, the employee shall notify the supervisor as soon as possible of the expected absence and the nature and expected length thereof.

An employee may also use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. For the purpose of this Section, members of an employee's family shall mean: (a) immediate family (spouse, parents, children [including step-children, foster or court-appointed children], individuals for whom the employee has legal guardianship, siblings); (b) registered domestic partner; and (c) other relatives and dependents domiciled in the employee's household.

Section 3. Workers' Compensation: When on-the-job injuries are covered by Workers' Compensation, the City will provide to the employee payment of regular net salary up to ninety (90) calendar days following a medical authorization for temporary disability (time loss).

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, they shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation. For the first ninety (90) days of Workers' Compensation time loss, the City shall continue to make the same contribution to all benefit programs specified in Article 12 - Benefits, as would have been made if the employee had worked their regularly scheduled hours of work.

Following the exhaustion of the ninety (90) calendar days, any approved time loss would be covered through the Worker's Compensation carrier at state compensatory rate for covered claims. Employees would have the option to use leave accruals to off-set any reduction in net pay including, sick leave, compensatory time, holiday and/or vacation and benefits would be prorated accordingly.

Section 4. On-Call Duty: Employees who use sick leave shall not be required to work in an on-call capacity on the same day of their sick leave; however, at the employee's discretion and with supervisor approval, the employee may choose to work if they feel physically and mentally fit to do so.

Section 5. Sick Leave Abuse: The abuse of sick leave shall be grounds for denial of sick leave for the period of time involved and shall in addition be grounds for disciplinary action. It is recognized that patterns of recurring sick leave utilization in relation to weekends and holidays, when not verified by a written physician's certification of illness or injury, may be evidence of sick leave abuse.

Section 6. Physician's Certificate: Sick leave benefits shall not be paid for any absence that is for forty (40) consecutive work hours or more unless the employee presents a written physician's statement upon return to duty.

For absences of less than forty (40) consecutive hours, the City may require a written physician's certification of illness. When verification is required for absences of less than forty (40) hours, the City will reimburse the

employee for any out-of-pocket physician expenses that result.

Section 7. Termination: Sick leave has no cash value upon termination of employment.

Section 8. Retirement: Employees who retire from City service shall receive an additional retirement plan contribution equal to fifty percent (50%) of the cash value in wages of all accrued sick leave. At the employee's discretion, the employee may donate up to 40 hours of their sick leave into the leave donation bank (this donation reduces the 50% retirement plan contribution by the value of 40 hours). An employee shall be considered to have retired from City service if they are sixty-two (62) years old at the time of retirement or have thirty (30) or more years of service with the City.

## **ARTICLE 16 – OTHER LEAVE**

Section 1. Bereavement Leave: In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted up to one work week (forty (40) hours or prorated based on FTE) of necessary time off, as bereavement leave; bereavement leave hours need not be taken consecutively. For the purpose of this Article, an employee's family shall mean spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other person who is a dependent of the employee or any other family member defined under the Oregon Family Leave Act (OFLA). OFLA entitles eligible employees up to two weeks of unpaid bereavement leave per death. The first week of bereavement leave will be paid pursuant to this Article; additional leave may be charged to vacation, sick, comp time, or leave without pay. Bereavement leave will run concurrent with OFLA and/or Oregon Sick Leave when applicable and must be taken within 60 days of the death of the family member.

Section 2. Jury and Witness Duty: Employees shall be granted up to three (3) months leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due to them for jury or witness duty, except mileage reimbursement, and turn said fees over to the City.

Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

Upon being excused from jury or witness duty for any day, an employee shall immediately contact their supervisor for assignment for the remainder of that workday. For employees not regularly scheduled on day shift, the workday will be considered to have started when the employee reports for jury or witness service, or when the employee reports for work, whichever is earlier. Employees will not be paid for travel time except to travel from work to court or return from court to work during the employee's regular work hours, or any hours short of eight (8) hours which are not served at court. Overtime will not be paid for any time served beyond eight (8) hours a day. If the employee is dismissed before 5:00 p.m. and the supervisor determines they do not need to report back to work, vacation, floating holiday or comp time may be used for the rest of the day. The employee's time sheet must reflect time of arrival, time off for lunch and time of release by the court. The parties mutually agree that this paid benefit is provided due to the unique circumstances surrounding jury/witness duty leave, the limited circumstances in which it arises and its direct impact on the local community in which the parties live.

Time off from work for appearances in court and other proceedings other than as provided above, shall be



charged to accrued vacation time, floating holiday, compensatory time or leave without pay.

Section 3. Leave of Absence: A regular employee who has completed their probationary period may be granted a leave of absence without pay for up to twelve (12) months when the work of the employee's department will not be seriously jeopardized by their absence and when there is good cause for the leave. Requests for such leave must be in writing and must establish reasonable justification for the approval by the City. Benefits, sick leave and service credits (including actions related to merit adjustments, leave accruals, and other time-based benefits or compensation) shall not continue to accrue for any period in which an employee is on unpaid leave status under this Section 3.

Section 4. Military Leave: Leaves of absence on a paid or nonpaid basis shall be as provided by ORS and the Veteran's Reemployment Rights Law, Title 38, USC, Chapter 43.

Section 5. Family Medical Leave: The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave, as set forth in City policy.

## **ARTICLE 17 – LAYOFF**

Section 1. Notice: A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. The affected employee and the Union shall be given written notice of a layoff at least thirty-one (31) calendar days before the effective date, stating the reason for the layoff, and the bumping options, if any, that the employee has.

Section 2. Order of Layoff: If a layoff is implemented, employees shall be laid off in inverse order of their seniority within the classification, and within the department, affected by the layoff. Before any regular full-time or regular part-time employee in a given classification may be laid off, all seasonal, casual and irregular part-time employees who are working in the same classification and department shall be laid off.

Seniority shall be as defined in Article 8, Section 1. In order to implement this definition, the City will provide the Union with a seniority list based upon the employee's hire date as a regular bargaining unit employee. For any employee to be affected either by layoff or bumping, the City will review the employee's personnel file to determine if the employee's listed seniority date needs to be adjusted by a period of unprotected unpaid leave. Bumping rights shall be based upon the employee's adjusted seniority date. If two (2) or more employees have equal seniority, the employee to be laid off shall be determined by lot.

Section 3. Bumping: In the event of a layoff, any employee who has been notified of a layoff shall, within ten (10) calendar days following notice of layoff, have the right to displace the least senior employee in the same or lower-paying classification provided they are fully qualified to perform the work of the lower-paying classification. An employee shall be considered qualified to perform the work of such lower classification if they meet all of the job qualification requirements specified in the current classification specification for the classification in question. Any employee who exercises their bumping rights shall serve a probationary period of three (3) months. During such probationary period the City shall have the right to lay the employee off if the employee is not performing the job in an adequate manner.

If an employee wishes to waive their right to displace an employee in a lower classification and thereby be subject to layoff, that employee shall so notify the City in writing within ten (10) calendar days of their receipt of notice of the layoff. When an employee bumps to a lower classification, as provided for above, they shall be placed at the maximum rate for the new classification or the employee's current salary rate, whichever is lesser. For purposes of this Article, non-bargaining unit employees regardless of prior service in the

bargaining unit shall have no right to bump into a bargaining unit position.

Section 4. Recall: If a position opening occurs in the classification that the employee was employed in at the time of layoff, that employee, provided they have the greatest seniority of any employee on layoff from that class shall be offered the position.

An employee will remain on the layoff list and be eligible for recall for twelve (12) months. The City shall notify a laid off employee of a position opening by email and certified letter, return receipt requested, to their address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current mailing and email address is on file at the time the recall occurs. The employee shall have three (3) days from the receipt, or return by the post office, of such notice to notify the City in writing of their intent to return within ten (10) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, or if they refuse an offered position, all rights to recall shall be terminated.

Employees returning from layoff shall have previously accrued sick leave and seniority reinstated but shall not receive such benefits for the period of the layoff. Recalled employees shall serve a ninety (90)-day probationary period, unless returning to a former work division in the same or lower classification.

Section 5. Use of Consultants: The Order of Layoff, as defined by Section 2, above, shall not be construed to prohibit the City from calling in consultants with specialized skills and/or certifications on a temporary basis, to perform tasks that cannot be performed by remaining City employees. The City agrees that in the event it needs such consultants, the City will attempt to use an employee on layoff status to perform the work on a temporary basis before bringing in a non-employee, provided the employee on layoff status is available when the City needs the work performed and possesses the specialized skill(s) and/or certifications required for the work. If more than one laid off employee meets all of the requirements of the temporary position, bargaining unit seniority shall be the determining factor.

Section 6. Severance Pay: In the event of layoff, any employee with more than five (5) years of service with the City shall receive one (1) month's severance pay upon layoff.

If an employee who receives payment under this Section is recalled within six (6) months, they shall be permitted to take up to nine (9) months (18 paychecks) to repay the City for money received under this Section.

## **ARTICLE 18 – INVESTIGATIONS, DISCIPLINE AND DISCHARGE**

Section 1. Investigatory Interview: The employee will be provided at least twenty-four (24) hours' notice of an investigatory interview along with the alleged conduct and applicable policy violation(s), and such notice shall include the employee's right to Union representation during the interview. In matters of a more complex nature, where the Union or the employee can show good cause for needing additional preparation time, they may request to the Human Resources Department for up to a forty-eight (48)-hour extension prior to the investigatory interview.

Section 2. Just Cause: Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge. Nothing in this agreement shall preclude an employee and the City from entering into a last chance agreement. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Discharge or demotion during a probationary period (Article 8), and demotion that is in lieu of a layoff (Article 17) or that is a bona fide reclassification shall not be the basis for a claim of a violation of this Article.

No disciplinary material shall be placed in the employee's personnel file that does not bear either the signature of the employee indicating that they have been shown the material or a statement by the employee that they have been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may include an explanatory statement in the file in answer to any reprimand or other disciplinary documents.

However, the above shall not apply if timely personal service is not practicable. In such a circumstance, the City shall send a copy of the disciplinary material by registered letter to the last known address to the employee at the time the material is placed in the file. In addition, the registered return receipt shall be placed in the personnel file. Written reprimands which are more than four (4) years past the effective date shall only be used to show patterns of conduct or to support an employee's understanding of workplace rules or conduct.

All counseling materials and memos that are cautionary, derogatory or critical in nature, but less severe than a written reprimand shall be placed in the supervisor's file only, and not the official personnel file.

Material placed in the personnel record of an employee without conforming with the provision(s) of this Article will not be used by the City in any disciplinary proceedings involving the employee. If the City has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

**Section 3. Suspension Pending Investigation:** An employee may be immediately suspended pending an investigation and completion of the due process steps if their continued presence on the job would constitute a safety hazard to themselves or to other employees or be potentially disruptive to City operations.

Such suspension may be without pay, however, if after the investigation the employee is reinstated without being disciplined, the employee shall receive all lost pay and benefits for the period of the suspension. No employee shall be suspended for more than three (3) weeks for the purpose of investigation pending further discipline.

**Section 4. Due Process:** Due process shall require the following:

- (a) Before the City notifies the employee of disciplinary action pursuant to part (b) of this Section, the employee will be served with a written notice and provided an opportunity to respond as follows:
  - 1. The employee shall be advised that disciplinary action is being considered.
  - 2. The specific charges or performance deficiencies will be identified.
  - 3. The employee will be advised of their right to meet with the supervisor with or without Union representation and respond to the charges.
- (b) At or after the above-referenced meetings/response and such additional investigation as may be deemed appropriate by the supervisor has been completed, the supervisor shall make their decision and provide written notice thereof to the employee.

## **ARTICLE 19 – PERSONNEL RECORDS**

Section 1. File Access: Each employee and each former employee shall have the right to review the contents of their own personnel file. At their option, they may request to be accompanied by a Union representative of their choosing or give the Union representative written permission to inspect and make copies of file materials.

Access to an employee's personnel file shall be limited to only the individual employee or former employee involved, their designated representative, such supervisory and/or confidential employees of the City who are assigned to review and maintain personnel files, provided such limitations on access do not conflict with state public records law. The provisions of this Section 1 shall be inapplicable to any portion of an employee's personnel file which may be subpoenaed by a court of law, introduced as evidence in any arbitration proceeding, or which is subject to disclosure under public records law.

The employee shall have the right to receive a copy of the materials in their personnel file in full or part.

Except when otherwise authorized by the employee, in writing, no information from the employee's personnel file shall be reproduced or released for use outside of the City except verification of employment, employment dates, job title, and pay range and public records requests.

Section 2. Removal of Material from File: Upon employee request, and subject to Human Resources approval, letters of reprimand may be removed from an employee's personnel file three (3) years after they have been placed in the employee's file. The parties understand that the City may retain such records outside of the personnel file for purposes complying with its obligations under State archives law and for purposes of demonstrating notice and timing of prior communications with employees.

Section 3. Placement of Material in File: At the request of the employee, all letters and materials of commendation shall, subject to Section 2 of this Article, become a part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

Section 4. Performance Evaluations: Employees shall have at least 24 (twenty-four) hours to read their performance evaluation prior to reviewing the evaluation with their supervisor.

## **ARTICLE 20 – CONTRACTING AND SUBCONTRACTING OF WORK**

Notwithstanding the provisions of ORS. 243.650 to 243.782, the Union recognizes that the City shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the City may contract work presently and regularly performed by members of the bargaining unit and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the following shall occur:

1. The Union shall be notified in writing at least seventy (70) calendar days in advance of the proposed implementation of such subcontracting. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the projected financial impact and other considerations that the City has deemed are pertinent to its deliberations to contract or subcontract work.
2. Upon receipt of such notice, the Union shall have twenty (20) calendar days in which to

notify the City of its desire to meet and discuss the subcontracting. The Union may propose changes in existing work rules, benefits, and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting.

The City shall not finalize a decision to contract or subcontract such work until after it has afforded the Union the opportunity to meet as provided above. The City shall give full consideration to all timely Union proposals before a decision is finalized. If such work is to be contracted or subcontracted, the City agrees to transfer or demote employees to any available vacant positions rather than lay off employees whenever it is feasible to do so; provided the employee meets the minimum qualifications with respect to education and work experience for the position to which they are transferred or demoted, and provided that no employee rights or benefits under Article 17 – Layoff are abridged. A demotion shall be defined as involuntary reassignment to a new classification with a lower paying maximum salary rate.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

Contract Interpretation: If there is a question about the interpretation of the language of the CBA, then the Local 199 President and Director of Human Resources (or their designees) must come to a mutually agreeable interpretation. If the parties are unable to come to a mutual agreement, then the issue may be grieved.

Whenever possible, bargaining unit members should first attempt to resolve issues informally with their immediate supervisor, consulting with the Union as needed.

For the purpose of this article, a union representative is considered to be a union steward or staff member of SEIU 503. For the purposes of the steps defined in this article, parties should generally meet at each step of the process. Employees may request union representation at any step in the grievance process.

Section 1. Procedure: To promote better relations, the parties agree to settle any disputes as to the meaning of interpretation of this contract by the following procedures: *(Any time limits or steps, specified in the grievance procedure, may be waived by mutual written agreement of the parties.)*

All responses, after the step 1 filing, and advancements in the grievance process are due within fourteen (14) calendar days of the previous submission. When responses are not received within fourteen (14) calendar days of submission, grievances may be advanced to the next step unless the parties have agreed upon a waiver of the time limits.

<b>Action</b>	<b>Deadline</b>	<b>Action</b>
Employee/Union knows or should have known about a breach of Agreement	21 days	File step 1 grievance
Step 1 grievance filed	14 days	Supervisor response due
Supervisor responds or fails to respond	14 days	File step 2 grievance
Step 2 grievance filed	14 days	Department head response due
Department head responds or fails to respond	14 days	File step 3 grievance
City Manager responds or fails to respond	14 days	Notify of intent to submit to arbitration

Step 1: Immediate Supervisor. The Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within twenty-one (21) calendar days from

the occurrence thereof, or the employee's knowledge thereof. The notice shall be completed on the approved Official Statement of Grievance form and shall include:

- (a) A statement of the grievance and relevant facts;
- (b) Provision of the contract violated;
- (c) Remedy sought

The supervisor or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 2: Department Head. If after fourteen (14) calendar days, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the department head with copy to the Human Resources Director. The department head or designee may meet with the aggrieved party, who may request Union representation at the hearing. The department head or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 3: City Manager. If, after fourteen (14) calendar days from the date of submission of the grievance to the department head, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the City Manager or designee, who shall meet with the aggrieved party and Union representatives and shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 4: Arbitration. If the grievance is not resolved within fourteen (14) calendar days from submission of the grievance to the City Manager, the Union may notify the City of its intent to submit the matter to an arbitrator within fourteen (14) calendar days from the time the grievance response was received or due. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within twenty-five (25) calendar days of the submission of the grievance to the City Manager, they shall be chosen in the following manner:

- (a) A list of eleven (11) Oregon/Washington arbitrators from the Oregon Employment Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.
- (b) The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpretation of this Agreement, determining whether a specific provision of this Agreement has been violated, and establishing an appropriate remedy provided such remedy is within the scope of this Agreement. The decision of the arbitrator shall be binding on both parties.
- (c) The cost of the arbitration shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to the arbitrator.

Section 2. Failure to Meet Time Limits or Steps: Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

If at any step of the grievance procedure the City fails to issue a response within the time limits set forth in

this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

Section 3. Calculation of Time: For purposes of this Article, time shall be calculated on the basis of calendar days unless otherwise expressly indicated. When a timeline due date falls on a Saturday, Sunday, or other day in which the City is officially closed, the due date shall be extended to the following business day in which the City is open.

## **ARTICLE 22 – CITY CLOSURE**

Section 1. When, in the judgment of the City, weather or other hazardous conditions require the closing of City offices after employees report to work, employees shall be paid for the remainder of their shifts. Employees receiving regular pay during an office closure must be available during their regular work shift and complete any work that can be reasonably accomplished from home, consistent with policy 62.0 – City Closures and Modified Operations.

Section 2. Employees required to work onsite despite city office closures will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

Section 3. If weather or other conditions become hazardous during the workday, employees may choose to go home prior to the end of their shift, after notifying and receiving approval from their supervisor or designee. Employees may use their eligible paid leave accruals or leave without pay.

Section 4. The City may notify employees not to report to work onsite prior to the beginning of the work shift because of inclement weather or hazardous conditions. For employees unable to work remotely, this leave will be considered time worked. When the closure is for morning only, employees will be expected to report for whatever remains of their shift once the city is reopened. Employees who fail to report and/or request and receive permission to not report will use their eligible paid leave accruals or leave without pay for the full day.

Section 5. When extreme weather or other conditions make physically coming to work dangerous, employees shall be excused from reporting to work after notifying and receiving approval from their supervisor or designee. Employees unable to work remotely may use their eligible paid leave accruals or leave without pay.

## ARTICLE 23 – TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective and shall remain in full force and effect through the 30th day of June 2025.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2024, that it wishes to modify the Agreement.

### CITY OF TIGARD

Steve Rymer

Steve Rymer (Oct 25, 2022 18:02 PDT)

Steve Rymer, City Manager

Date: Oct 25, 2022

J G Loeffler

J G Loeffler (Oct 25, 2022 12:54 PDT)

Jim Loeffler, Human Resources

Date: Oct 25, 2022

### SEIU Local 503/OPEU Local 199

Melissa Unger

Melissa Unger, Executive Director

Date: 10/11/2022

Jill M Bentley

Jill M Bentley (Oct 17, 2022 12:31 PDT)

Jill Bentley, Local 199 President

Date: Oct 17, 2022

Holly Fenton

Holly Fenton (Oct 24, 2022 10:39 PDT)

Holly Fenton, Bargaining Team

Date: Oct 24, 2022

Jennifer Joe

Jennifer Joe (Oct 17, 2022 12:18 PDT)

Jennifer Joe, Bargaining Team

Date: Oct 17, 2022

Cally Meldrum

Cally Meldrum, Bargaining Team

Date: Oct 23, 2022

Kyle Arnhart

Kyle Arnhart (Oct 24, 2022 10:42 PDT)

Kyle Arnhart, Bargaining Team

Date: Oct 24, 2022

Evan Paster

Evan Paster, SEIU Organizer

Date: Oct 17, 2022



# APPENDIX A – SALARY SCHEDULES

## 2022-2023 SEIU SALARY SCHEDULE

City of Tigard  
2022 - 2023 Salary Schedule  
SEIU Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S16	<i>Monthly</i>	2,817.8431	2,958.7353	3,106.6721	3,262.0057	3,425.1060	3,596.3612	3,776.1793
Library Aide	<i>Hourly</i>	16.2571	17.0700	17.9231	18.8192	19.7601	20.7481	21.7856
	<i>Annually</i>	33,815.00	35,505.0000	37,280.0000	39,144.0000	41,101.0000	43,156.0000	45,314.0000
	<i>Pay Period</i>	1,300.5769	1,365.5769	1,433.8462	1,505.5385	1,580.8077	1,659.8462	1,742.8462
S22	<i>Monthly</i>	3,267.7732	3,431.1618	3,602.7199	3,782.8559	3,971.9987	4,170.5986	4,379.1286
Accounting Assistant I Administrative Specialist I Court Clerk I	<i>Hourly</i>	18.8529	19.7955	20.7851	21.8240	22.9154	24.0611	25.2644
	<i>Annually</i>	39,214.0000	41,174.0000	43,233.0000	45,394.0000	47,664.0000	50,047.0000	52,550.0000
	<i>Pay Period</i>	1,508.2308	1,583.6154	1,662.8077	1,745.9231	1,833.2308	1,924.8846	2,021.1538
S24	<i>Monthly</i>	3,430.0716	3,601.5752	3,781.6539	3,970.7366	4,169.2735	4,377.7371	4,596.6240
Reprographics Specialist	<i>Hourly</i>	19.7889	20.7784	21.8173	22.9082	24.0534	25.2563	26.5188
	<i>Annually</i>	41,161.0000	43,219.0000	45,380.0000	47,649.0000	50,031.0000	52,533.0000	55,159.0000
	<i>Pay Period</i>	1,583.1154	1,662.2692	1,745.3846	1,832.6538	1,924.2692	2,020.5000	2,121.5000
S25	<i>Monthly</i>	3,519.1696	3,695.1281	3,879.8845	4,073.8787	4,277.5726	4,491.4513	4,716.0238
Library Assistant	<i>Hourly</i>	20.3029	21.3183	22.3841	23.5034	24.6784	25.9120	27.2077
	<i>Annually</i>	42,230.0000	44,342.0000	46,559.0000	48,887.0000	51,331.0000	53,897.0000	56,592.0000
	<i>Pay Period</i>	1,624.2308	1,705.4615	1,790.7308	1,880.2692	1,974.2692	2,072.9615	2,176.6154
S26	<i>Monthly</i>	3,607.1593	3,787.5173	3,976.8931	4,175.7378	4,384.5247	4,603.7509	4,833.9385
Records Technician	<i>Hourly</i>	20.8106	21.8510	22.9438	24.0909	25.2952	26.5601	27.8880
	<i>Annually</i>	43,286.0000	45,450.0000	47,723.0000	50,109.0000	52,614.0000	55,245.0000	58,007.0000
	<i>Pay Period</i>	1,664.8462	1,748.0769	1,835.5000	1,927.2692	2,023.6154	2,124.8077	2,231.0385
S28	<i>Monthly</i>	3,789.7700	3,979.2585	4,178.2214	4,387.1325	4,606.4891	4,836.8136	5,078.6543
Administrative Specialist II Court Clerk II	<i>Hourly</i>	21.8639	22.9572	24.1053	25.3106	26.5760	27.9048	29.3000
	<i>Annually</i>	45,477.0000	47,751.0000	50,139.0000	52,646.0000	55,278.0000	58,042.0000	60,944.0000
	<i>Pay Period</i>	1,749.1154	1,836.5769	1,928.4231	2,024.8462	2,126.0769	2,232.3846	2,344.0000
S29	<i>Monthly</i>	3,884.5001	4,078.7251	4,282.6614	4,496.7944	4,721.6341	4,957.7159	5,205.6017
Accounting Assistant II Customer Service Field Worker Permit Technician Assistant Senior Library Assistant Utility Worker I	<i>Hourly</i>	22.4106	23.5313	24.7077	25.9433	27.2404	28.6024	30.0322
	<i>Annually</i>	46,614.0000	48,945.0000	51,392.0000	53,962.0000	56,660.0000	59,493.0000	62,467.0000
	<i>Pay Period</i>	1,792.8462	1,882.5000	1,976.6154	2,075.4615	2,179.2308	2,288.1923	2,402.5769

\* Position Not Currently Filled  
Salary is effective 07/01/2022  
includes 5.1% COLA

City of Tigard  
2022 - 2023 Salary Schedule  
SEIU Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>S30</b>	<i>Monthly</i>	3,981.6167	4,180.6975	4,389.7324	4,609.2190	4,839.6800	5,081.6640	5,335.7472
Facilities Maintenance Technician I	<i>Hourly</i>	22.9707	24.1192	25.3255	26.5918	27.9212	29.3173	30.7832
	<i>Annually</i>	47,779.0000	50,168.0000	52,677.0000	55,311.0000	58,076.0000	60,980.0000	64,029.0000
	<i>Pay Period</i>	1,837.6538	1,929.5385	2,026.0385	2,127.3462	2,233.6923	2,345.3846	2,462.6538
<b>S31</b>	<i>Monthly</i>	4,081.1561	4,285.2139	4,499.4746	4,724.4483	4,960.6707	5,208.7043	5,469.1395
Engineering Technician I	<i>Hourly</i>	23.5452	24.7226	25.9587	27.2563	28.6192	30.0500	31.5529
Fleet Maintenance Technician	<i>Annually</i>	48,974.0000	51,423.0000	53,994.0000	56,693.0000	59,528.0000	62,504.0000	65,630.0000
Utility Worker II	<i>Pay Period</i>	1,883.6154	1,977.8077	2,076.6923	2,180.5000	2,289.5385	2,404.0000	2,524.2308
<b>S32</b>	<i>Monthly</i>	4,183.1914	4,392.3510	4,611.9685	4,842.5669	5,084.6953	5,338.9301	5,605.8766
Facilities Maintenance Technician II	<i>Hourly</i>	24.1337	25.3404	26.6077	27.9380	29.3346	30.8014	32.3418
Program Specialist	<i>Annually</i>	50,198.0000	52,708.0000	55,344.0000	58,111.0000	61,016.0000	64,067.0000	67,271.0000
Senior Administrative Specialist	<i>Pay Period</i>	1,930.6923	2,027.2308	2,128.6154	2,235.0385	2,346.7692	2,464.1154	2,587.3462
Senior Court Clerk								
<b>S33</b>	<i>Monthly</i>	4,287.7771	4,502.1660	4,727.2743	4,963.6380	5,211.8199	5,472.4109	5,746.0314
Senior Accounting Assistant	<i>Hourly</i>	24.7370	25.9740	27.2726	28.6365	30.0683	31.5716	33.1500
Senior Customer Service Field Worker	<i>Annually</i>	51,453.0000	54,026.0000	56,727.0000	59,564.0000	62,542.0000	65,669.0000	68,952.0000
Water Utility Tech I	<i>Pay Period</i>	1,978.9615	2,077.9231	2,181.8077	2,290.9231	2,405.4615	2,525.7308	2,652.0000
<b>S34</b>	<i>Monthly</i>	4,394.9680	4,614.7164	4,845.4522	5,087.7248	5,342.1111	5,609.2166	5,889.6775
Engineering Assistant *	<i>Hourly</i>	25.3558	26.6236	27.9543	29.3524	30.8197	32.3611	33.9788
	<i>Annually</i>	52,740.0000	55,377.0000	58,145.0000	61,053.0000	64,105.0000	67,311.0000	70,676.0000
	<i>Pay Period</i>	2,028.4615	2,129.8846	2,236.3462	2,348.1923	2,465.5769	2,588.8846	2,718.3077
<b>S35</b>	<i>Monthly</i>	4,504.8367	4,730.0785	4,966.5825	5,214.9116	5,475.6572	5,749.4400	6,036.9120
CMMS Specialist	<i>Hourly</i>	25.9894	27.2889	28.6534	30.0861	31.5904	33.1697	34.8284
Mechanic *	<i>Annually</i>	54,058.0000	56,761.0000	59,599.0000	62,579.0000	65,708.0000	68,993.0000	72,443.0000
Permit Technician	<i>Pay Period</i>	2,079.1538	2,183.1154	2,292.2692	2,406.8846	2,527.2308	2,653.5769	2,786.2692
Records Management Specialist								
Purchasing Specialist								

\* Position Not Currently Filled  
Salary is effective 07/01/2022  
includes 5.1% COLA

City of Tigard  
2022 - 2023 Salary Schedule  
SEIU Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S36	<i>Monthly</i>	4,617.4562	4,848.3290	5,090.7455	5,345.2827	5,612.5469	5,893.1742	6,187.8329
GIS Technician II	<i>Hourly</i>	26.6389	27.9712	29.3697	30.8380	32.3803	33.9990	35.6990
	<i>Annually</i>	55,409.0000	58,180.0000	61,089.0000	64,143.0000	67,351.0000	70,718.0000	74,254.0000
	<i>Pay Period</i>	2,131.1154	2,237.6923	2,349.5769	2,467.0385	2,590.4231	2,719.9231	2,855.9231
S37	<i>Monthly</i>	4,732.8995	4,969.5445	5,218.0217	5,478.9228	5,752.8689	6,040.5124	6,342.5380
Building Inspector I	<i>Hourly</i>	27.3053	28.6707	30.1038	31.6091	33.1894	34.8490	36.5913
Code Compliance Officer	<i>Annually</i>	56,795.0000	59,635.0000	62,616.0000	65,747.0000	69,034.0000	72,486.0000	76,110.0000
Engineering Technician II	<i>Pay Period</i>	2,184.4231	2,293.6538	2,408.3077	2,528.7308	2,655.1538	2,787.9231	2,927.3077
Librarian								
Senior Facilities Maintenance Technician								
Senior Utility Worker								
Water Utility Tech II								
S39	<i>Monthly</i>	4,972.4939	5,221.1186	5,482.1745	5,756.2833	6,044.0974	6,346.3023	6,663.6174
Senior Permit Technician	<i>Hourly</i>	28.6875	30.1216	31.6279	33.2091	34.8697	36.6135	38.4438
	<i>Annually</i>	59,670.0000	62,653.0000	65,786.0000	69,075.0000	72,529.0000	76,156.0000	79,963.0000
	<i>Pay Period</i>	2,295.0000	2,409.7308	2,530.2308	2,656.7308	2,789.5769	2,929.0769	3,075.5000
S40	<i>Monthly</i>	5,096.8089	5,351.6493	5,619.2318	5,900.1934	6,195.2031	6,504.9632	6,830.2114
Graphic Designer	<i>Hourly</i>	29.4048	30.8750	32.4188	34.0394	35.7413	37.5288	39.4053
Information Technology Specialist	<i>Annually</i>	61,162.0000	64,220.0000	67,431.0000	70,802.0000	74,342.0000	78,060.0000	81,963.0000
	<i>Pay Period</i>	2,352.3846	2,470.0000	2,593.5000	2,723.1538	2,859.3077	3,002.3077	3,152.4231
S41	<i>Monthly</i>	5,224.2392	5,485.4512	5,759.7237	6,047.7099	6,350.0954	6,667.6002	7,000.9802
Senior Engineering Technician	<i>Hourly</i>	30.1399	31.6466	33.2293	34.8909	36.6351	38.4668	40.3904
Senior Librarian	<i>Annually</i>	62,691.0000	65,825.0000	69,117.0000	72,573.0000	76,201.0000	80,011.0000	84,012.0000
Senior Water Utility Technician	<i>Pay Period</i>	2,411.1923	2,531.7308	2,658.3462	2,791.2692	2,930.8077	3,077.3462	3,231.2308
S42	<i>Monthly</i>	5,354.8393	5,622.5813	5,903.7103	6,198.8958	6,508.8406	6,834.2827	7,175.9968
Plans Examiner	<i>Hourly</i>	30.8933	32.4380	34.0601	35.7630	37.5510	39.4284	41.4000
Senior Graphic Designer	<i>Annually</i>	64,258.0000	67,471.0000	70,845.0000	74,387.0000	78,106.0000	82,011.0000	86,112.0000
	<i>Pay Period</i>	2,471.4615	2,595.0385	2,724.8077	2,861.0385	3,004.0769	3,154.2692	3,312.0000

\* Position Not Currently Filled  
Salary is effective 07/01/2022  
includes 5.1% COLA

Page 3 of 4

City of Tigard  
2022 - 2023 Salary Schedule  
SEIU Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>S43</b>	<i>Monthly</i>	5,488.7003	5,763.1353	6,051.2921	6,353.8567	6,671.5495	7,005.1270	7,355.3833
<b>Building Inspector II</b>	<i>Hourly</i>	31.6654	33.2490	34.9115	36.6567	38.4899	40.4144	42.4351
	<i>Annually</i>	65,864.0000	69,158.0000	72,616.0000	76,246.0000	80,059.0000	84,062.0000	88,265.0000
	<i>Pay Period</i>	2,533.2308	2,659.9231	2,792.9231	2,932.5385	3,079.1923	3,233.1538	3,394.8077
<b>S44</b>	<i>Monthly</i>	5,625.9314	5,907.2280	6,202.5894	6,512.7188	6,838.3548	7,180.2725	7,539.2861
<b>Environmental Program Coordinator</b> <b>GIS Analyst II</b> <b>Project Coordinator</b>	<i>Hourly</i>	32.4572	34.0803	35.7841	37.5736	39.4519	41.4245	43.4957
	<i>Annually</i>	67,511.0000	70,887.0000	74,431.0000	78,153.0000	82,060.0000	86,163.0000	90,471.0000
	<i>Pay Period</i>	2,596.5769	2,726.4231	2,862.7308	3,005.8846	3,156.1538	3,313.9615	3,479.6538
<b>S45</b>	<i>Monthly</i>	5,766.5692	6,054.8977	6,357.6425	6,675.5247	7,009.3009	7,359.7659	7,727.7542
<b>Engineering Construction Inspector *</b>	<i>Hourly</i>	33.2688	34.9322	36.6788	38.5125	40.4385	42.4601	44.5832
	<i>Annually</i>	69,199.0000	72,659.0000	76,292.0000	80,106.0000	84,112.0000	88,317.0000	92,733.0000
	<i>Pay Period</i>	2,661.5000	2,794.5769	2,934.3077	3,081.0000	3,235.0769	3,396.8077	3,566.6538
<b>S47</b>	<i>Monthly</i>	6,058.5019	6,361.4270	6,679.4983	7,013.4733	7,364.1469	7,732.3543	8,118.9720
<b>Senior Building Inspector</b> <b>Senior Plans Examiner</b> <b>Senior GIS Programmer Analyst</b>	<i>Hourly</i>	34.9529	36.7005	38.5356	40.4625	42.4856	44.6096	46.8404
	<i>Annually</i>	72,702.0000	76,337.0000	80,154.0000	84,162.0000	88,370.0000	92,788.0000	97,428.0000
	<i>Pay Period</i>	2,796.2308	2,936.0385	3,082.8462	3,237.0000	3,398.8462	3,568.7692	3,747.2308
<b>S48</b>	<i>Monthly</i>	6,209.9609	6,520.4589	6,846.4819	7,188.8060	7,548.2463	7,925.6586	8,321.9415
<b>Senior Environmental Program Coordinator</b>	<i>Hourly</i>	35.8269	37.6183	39.4990	41.4740	43.5476	45.7250	48.0111
	<i>Annually</i>	74,520.0000	78,246.0000	82,158.0000	86,266.0000	90,579.0000	95,108.0000	99,863.0000
	<i>Pay Period</i>	2,866.1538	3,009.4615	3,159.9231	3,317.9231	3,483.8077	3,658.0000	3,840.8846

\* Position Not Currently Filled  
Salary is effective 07/01/2022  
includes 5.1% COLA

Page 4 of 4

## APPENDIX B – BUILDING INSPECTOR DIFFERENTIAL

The intent of this Appendix is to update the names of the certification for the building inspectors and not a reduction in benefits from the 2016-2019 CBA for bargaining unit employees.

	<b>Building Inspector II &amp; Senior Building Inspector</b>			<b>Building Inspector I</b>	<b>Plans Examiner</b>	<b>Sr Plans Examiner</b>
Base Requirements	A-level Plumbing  Residential Plumbing	A-level Electrical  Residential Electrical	A-level Structural & Mechanical  Residential Structural & Mechanical	Residential Structural & Mechanical	1&2 Family Plans Examiner	A-level Plans Examiner (FLS)  A-level Structural & Mechanical
Items eligible for \$75/month each	A-level Structural & Mechanical  A-level Electrical  Residential Structural & Mechanical  Residential Electrical  A-level and Residential Structural & Mechanical	A-level Structural & Mechanical  A-level Plumbing  Residential Structural & Mechanical  Residential Plumbing  A-level and Residential Structural & Mechanical	A-level Electrical  A-level Plumbing  Residential Electrical  Residential Plumbing	Residential Electrical  Residential Plumbing  A-level Structural & Mechanical  A-level Electrical  A-level Plumbing	A-level Electrical  A-level Plumbing  A-level Plans Examiner (FLS)  A-level and Residential Structural & Mechanical	A-level Electrical  A-level Plumbing
Items Eligible for \$30/month bonus each	NONE	NONE	NONE	NONE	Residential Electrical  Residential Plumbing	Residential Electrical  Residential Plumbing  Residential Structural & Mechanical
Items eligible for \$10/month each	NONE	NONE	NONE	Manufactured Home Installation Inspector	Manufactured Home Installation Inspector	NONE

## **APPENDIX C – LABOR AND MANAGEMENT COLLABORATION COMMITTEE (LMC)**

The parties agree to continue this collaborative program designed to explore the effectiveness of labor/management meetings between department management and Union representatives. The parties therefore agree as follows:

1. The city departments listed below listed as item number two may choose to convene or continue departmental labor/management committees.
2. The three committees may be formed from the following departments: a. Library; b. Public Works; c. CD/Finance/Central Services.
3. Each committee will consist of up to three members of management and up to three SEIU union members from the department. The management representatives will be selected by the City and the employee representatives will be selected by the Union.
4. Cross-departmental committees may be set up as needed by mutual agreement.
5. Each committee will meet as needed for a period of up to one-and-a-half hours for the purpose of working collaboratively toward solutions to current workplace issues, for improved efficiency and productivity, and for effective, two-way communication and respectful working relationships. The committees by mutual agreement may set alternative meeting schedules or make other changes, including canceling meetings, as mutually agreed by the committee members.
6. Employee representatives of the committees will be compensated for their time spent in committee meetings with management.
7. The committees will have no authority to modify the collective bargaining agreement, discuss active grievances, or engage in bargaining over mandatory subjects.
8. Either party may re-evaluate the collaboration program on a yearly basis. This program may be modified, canceled, and/or extended beyond the length of this Agreement, only by mutual agreement.
9. Either party may call for an LMC meeting to be scheduled, no more than once every other month. This request cannot be denied.



## APPENDIX D – COMMERCIAL DRIVERS LICENSE IMPACT OF LOSS

Employees in positions requiring the possession of a commercial driver license (CDL) are expected to maintain the CDL. An employee holding such a position who is unavailable for work in that position while recovering from injury or illness may be placed temporarily on a light duty assignment (if available) or on leave where a temporary light duty assignment is not available. Such temporary reassignment or leave would not impact the employee's classification. However, an employee who is unavailable for work in that position for six (6) months or more may be impacted.

To maintain operational efficiency, it is necessary that a sufficient number of employees in Utility Worker positions who have a CDL. When a Utility Worker II is unable to or chooses not to maintain the CDL, that employee may request to be reclassified to Utility Worker I, if the division is able to maintain operational efficiencies with the change in classification, subject to approval by the supervisor and Public Works Director. Such employee would remain in the Utility Worker I classification until they regain the qualification to work as Utility Worker II (CDL is reinstated) and/or unless they were bumped out of the Utility Worker I classification. The impact of the change in classification would be consistent with the voluntary demotion process.

If too many staff lost their CDLs, such that operational efficiencies were negatively impacted, then the process to determine which staff would be allowed to reclassify down into a Utility Worker I and/or remain in the Utility Worker I classification would be as follows:

- First priority would be given to employees with accepted workers' compensation medical conditions (EG on the job injuries). If more than one staff was so situated, bargaining unit seniority would be the determining factor between the staff, should it be necessary.
- Second priority would be given to employees with personal medical conditions preventing them from maintaining a CDL. Again, if more than one employee was so situated, bargaining unit seniority would be the determining factor should it be necessary.
- When an employee's loss of a CDL is related to a medical condition, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.
- When an employee's loss of CDL is related to a non-medical situation, the employee may voluntarily demote into a lower-level vacant position for which the employee meets the minimum qualifications. If no such position is available, then the employee is laid off.

The Senior Utility Worker job classification also requires the maintenance of a CDL and therefore Seniors would also potentially be allowed to reclassify down to a Utility Worker I should the CDL be lost under the same rules as those listed above, so long as it could be accommodated operationally. However, once the CDL was reinstated, a former Senior would not necessarily be allowed to return to the former Senior position and might instead be moved up to a Utility Worker II.

- In a case where medical reasons caused the loss of the CDL and the employee has been reclassified to a Utility Worker I, where the medical reason was work related, and where the employee was able to reinstate the CDL within three years of the date of injury, then reinstatement to the former Senior position would be permitted. In such cases any promotion would need to be rolled backward.<sup>2</sup>
- In a case where medical reasons caused the loss of the CDL, where the employee has been reclassified to a Utility Worker I and where the medical reason was non-work related, if the CDL is lost for more than six (6) months, then the former Senior would not be allowed to return to the Senior classification, but would be moved to a Utility Worker II upon reinstatement of the CDL.
- When an employee in a Senior Utility Worker position loses a CDL related to a medical condition but no Utility Worker I position is available, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.

---

<sup>2</sup> Current Workers' Compensation law requires that should an employee be accommodated into another role and then recover such that they could again fulfill the essential functions of the formerly held position, that reinstatement to the former position is required. Thus, any promotion of other staff that occurred in the interim, would need to be undone, the impacted staff would be treated as a bump down.