

AGREEMENT

BETWEEN THE

CITY OF LAKE OSWEGO

AND THE

LAKE OSWEGO MUNICIPAL EMPLOYEE'S ASSOCIATION  
(LOMEA), Local 1546 of AFSCME Council 75 AFL-CIO

JANUARY 1, 2024 THROUGH JUNE 30, 2027

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## AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Lake Oswego, Lake Oswego, Oregon, hereinafter referred to as the "City," and the Lake Oswego Municipal Employees' Association, Local 1546 of AFSCME Council 75 AFL-CIO, hereinafter referred to as the "Union," for the purpose of fixing wages, hours and conditions of employment in the bargaining unit covered by this Agreement. The purpose of this Agreement is to set forth the sole and full agreement between the parties relative to such matters.

## ARTICLE 1 – RECOGNITION

**Section 1.1.** The City recognizes the Lake Oswego Municipal Employees' Association (LOMEA), Local 1546 of the AFSCME Council 75, AFL-CIO as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for all employees employed in regular positions listed on the Salary Schedule in Appendix A, budgeted by the City and eligible for health insurance and other benefits as set forth in this Agreement, excluding those positions set forth below:

All classifications represented by other bargaining units, persons employed in a supervisory and/or confidential position as defined in ORS 243.650(6) and (23), interns and persons employed as temporary, on-call or contract employees.

A regular position is distinguished from a temporary, on-call or contract position in that the regular position relates to a budgeted position for which an employee is eligible for the City's health insurance and other benefits as set forth in this Agreement.

A regular position covered by the LOMEA Agreement is defined as a position in one of the following categories:

- A full-time position normally scheduled for forty (40) hours per week.
- A part-time position normally scheduled for twenty (20) – thirty-nine (39) hours per week.
- A seasonal position scheduled to work at least eighty (80) hours per month for at least eight (8) consecutive months.

**Section 1.2.** All references to employees in this Agreement shall be construed to include all employees, without regard to gender.

**Section 1.3.** The City shall assign each employee to a classification. The City may, at its discretion, establish new classifications. The City shall notify the Union when a new classification has been established. If the classification is determined to be in the bargaining unit, the wage rate and pay grade for the new classification shall be subject to negotiations and statutory impasse resolution procedures.

**Section 1.4.** During the term of this Agreement, the City agrees not to convert any full-time positions into one (1) or more part-time positions, unless the position is vacant or the City finds other suitable employment for any displaced employee within the City service.

Upon mutual agreement, the City may agree to reclassify a regular full-time employee to a regular part-time position. The reclassification does not affect the full-time status of the positions for budgetary purposes.

**Section 1.5. - Temporary Positions:** Any position created as a temporary position which is filled for more than twelve (12) consecutive months shall either be eliminated at the end of twelve (12) months or the position shall then be considered a regular position and become part of the bargaining unit. A temporary employee who is retained beyond the twelve (12) month period will be required to complete an initial probationary period. This Section shall not apply to a reoccurring temporary position that is filled for less than eight (8) months in any twelve (12) month period.

The intended use of a temporary reoccurring position is to assist with expected increases in workload not to exceed eight (8) months in a twelve (12) month period.

The intended use of a temporary non-reoccurring position or a temporary non-reoccurring employee is to cover unexpected vacancies, or vacancies created by a temporary increase in workload, termination, or medical leaves granted to a regular employee for up to twelve (12) months. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the City and the Union.

**Section 1.6.** Upon request, the City will provide the Union with the date of hire of any temporary employee.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**Section 2.1.** The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the various City departments; determining standards and levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote, including determining the procedures and standards thereof; to discipline and discharge at-will probationary employees, and regular status employees for just cause; to determine work schedules and assign work; and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives are not subject to the grievance procedure, specified in Article 23, except where abridged by a specific provision of this Agreement. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section.

## ARTICLE 3 – EMPLOYEE RIGHTS

**Section 3.1.** It is agreed that employees represented by the Union 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 covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee or member of the Union shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights and privileges contained in this Agreement.

**Section 3.2. - Non-Discrimination:** Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of age, marital status, sex, sexual orientation, gender identity, disability, race, color, religion, national origin, union affiliation, political affiliation or other protected status or activities as recognized under state or federal law.

**Section 3.3. - Non-Retaliation:** The City shall not interfere with, intimidate, restrain, coerce, or discriminate or retaliate against an employee for engaging in “whistle blowing” as defined by applicable law (ORS 659A.203). “Whistle blowing” includes reporting the violation of any federal, state or local statutes and City ordinances or policies.

**Section 3.4.** It is the goal of the Union and the City that employees, including supervisors, shall at all times treat each other with respect, including instruction and other communications between supervisors and employees. Oral warnings and/or correction of conduct will be done in a manner which will not embarrass an employee before other employees or the public.

**Section 3.5.** The City shall endeavor to provide employees with a safe and healthy workplace and shall take action to address unsafe or unhealthy conditions. Employees are encouraged to inform the City of unsafe work conditions without fear of reprisal or recrimination.

**Section 3.6.** The City agrees to comply with employees’ constitutional protections when conducting searches of personal property.

**Section 3.7. - Email Usage:** Employees and the Union Executive Board may use the City email system to communicate to the Union represented bargaining unit announcements about meeting subjects, dates and times. The Executive Board members and/or stewards may also use the City’s email to communicate with the City administration, Executive Board members and employees for the purpose of processing formal grievances and filing official correspondence with the City.

**Section 3.8. - Outside Employment:** Notice of outside employment while an employee of the City shall be given to the City’s Human Resources Director. The Human Resources Director shall keep such notification in confidence, and disclose such information only on a need to know basis. The City reserves the right to require termination of that employee’s outside employment if the employment:

- a) Results in an actual conflict of interest.
- b) Detracts from the efficiency and effectiveness of the employee in their City work.
- c) Proves incompatible with the employee’s work schedule.

Employees working in the Police Department shall obtain written approval from the Chief of Police prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the Chief of Police in accordance with provisions of Department policy.

**Section 3.9. - New Employee Orientation:** A Union representative will be allowed to meet with the newly hired employee for thirty (30) minutes on paid time to address the purpose of the Union, benefits of belonging to the Union, and related information. It is not time to be used for discussion of labor/management disputes. All such meetings must be coordinated in advance with the employee's supervisor.

## **ARTICLE 4 – UNION SECURITY**

**Section 4.1.** Membership in the Union shall be the individual choice of employees covered by this Agreement.

**Section 4.2.** The City agrees to deduct from the paycheck of each employee, pursuant to this Article, Union dues or "fair share", as well as fees and other deductions authorized under ORS 243.806, commencing with the first day of the month following written notification from the Union.

**Section 4.3.** The Union shall have sole responsibility to determine who is on the list of authorized deductions and which deductions they have authorized. The City will rely upon the list from the Union as an accurate list of employees who have authorized deductions and which deductions they have authorized. The City will direct all Union membership questions or requests to change membership status to the Union. The City will not be held liable for deduction errors, but will make proper adjustments with the employee and the Union for errors as soon as practical and upon notification from the Union. The Union agrees to indemnify and hold harmless the City from any action arising as a result of its compliance with this Article, including reasonable attorney fees.

**Section 4.4.** The aggregate deductions of all employees shall be remitted to AFSCME and an itemized statement shall be remitted to the President and Treasurer of the Union, as well as to AFSCME, within three (3) business days following each payday.

**Section 4.5.** The City shall notify the President of the Union of all new hires in the bargaining unit within two (2) weeks after their date of employment, furnishing the Union with the employee's name, direct supervisor's name, position title, date of hire, mailing address, and if provided, personal phone number and personal email address.

## ARTICLE 5 - PEACEFUL PERFORMANCE OF CITY SERVICES

**Section 5.1.** During the duration of this Agreement, there will be no strike (including sympathy strike) by the Union, nor will any of its negotiators, representatives or employees investigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the City, regardless of the reason for doing so. For purposes of this section, "strike" means an employee's refusal and concerted action with or without others to report for duty, or their willful absence from their position, or their stoppage of work, or their absence in whole or in part from full, faithful or proper performance of their duties of employment for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

**Section 5.2.** In the event of a violation of this provision by the Union or employees in the bargaining unit, the City may discipline or discharge any employee involved in such activity. Nothing in this Article shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

**Section 5.3.** The Union agrees to inform its members of their obligations under this Agreement, and to direct them to return to work.

**Section 5.4.** During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of this Article.

## ARTICLE 6 - HOURS OF WORK

### **Section 6.1. - Work Schedule:**

**Normal Work Week:** A normal workweek shall consist of forty (40) working hours in a consecutive seven (7) day period, which shall coincide with the department's calendar week, which shall commence on Monday, at 12:01 a.m. The workweek for employees on a 9-80 shall begin in the mid-point of the eight (8) hour shift.

**Work Schedules:** Each bargaining unit member shall be assigned to a regular work schedule or a variable work schedule at the time the employee is hired. A schedule consists of the days of the week and the hours of the day that the employee works.

**Regular Work Schedule:** A regular work schedule has a fixed starting and quitting time. For full-time employees, it consists of:

- Eight (8) hours per day on the basis of a five (5) consecutive day work week, or
- Ten (10) hours per day on the basis of a four (4) consecutive day work week.
- 9-80 work schedule shall be a two (2) week schedule consisting of one week based on four (4) nine (9) hour days and one (1) eight (8) hour day and the other week consisting of four (4) nine (9) hour days followed by one (1) day off.

The workweek for employees on a 5-8 or 4-10 hour work schedule shall coincide with the City's calendar week, which shall commence on Monday, at 12:01 a.m. The workweek for employees on a 9-8 shall begin at the mid-point of the eight (8) hour shift.

For part-time employees a regular work schedule consists of a minimum average of twenty (20) hours per week on the basis of a five (5) consecutive day work week as outlined above.

**Variable Work Schedule:** A variable work schedule is a work schedule that permits variable starting and quitting times during the work week and, by mutual consent, may vary consecutive work days, but which does not exceed forty (40) hours in a work week. Variable work schedules are voluntary for both the City and the employee and must be authorized in advance by the supervisor. Part-time employees may also work a variable schedule.

**Flexible Hours:** An employee and the City may agree to "flexing" an employee's work schedule on a temporary basis which is not the same as working a variable schedule. (See Section 7.2).

**Section 6.2. - Rest Periods:** Employees will be granted a paid rest period of fifteen (15) minutes during each half (1/2) shift. In the event an employee is required to work after the end of a shift, they will be granted an additional rest period for each increment of four (4) hours worked or major portion of four (4) hours worked, i.e. one additional rest period if they work more than ten (10) hours and one minute and a second additional rest period if they work more than fourteen (14) hours and one minute. Rest periods shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, but must generally be taken near the middle of each half (1/2) shift or each increment of four (4) hours worked after completion of a shift. Rest periods will be considered paid working time.

**Section 6.3. - Meal Periods:** Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during the middle of each work shift. An additional unpaid meal period of either thirty (30) or sixty (60) minutes will be granted to employees who are required to work fourteen (14) hours and one (1) minute. Except as provided below, meal periods shall not be considered working time. Employees may adjust their meal period with supervisory approval.

Employees assigned to work in the classification of Operator I, II, III, or IV, at the Water Treatment Plant shall be granted a thirty (30) minute paid meal period during each work shift. Such employees shall remain on-duty, will respond to alarms, and be available to work at the City's discretion during the meal period and must remain on Water Treatment Plant premises. Water Treatment Plant Operators who wish to leave the premises during any meal period must obtain supervisory approval and clock out for the duration of the meal period, which shall not be considered working time and will not be paid.

All other employees who are required to work during their meal period shall be paid for such time or their shift may be reduced by a corresponding amount upon mutual agreement of the employee and the City.



**Section 6.4. - Posting Schedules and Shifts:** Work schedules and shifts shall be posted on bulletin boards within the work area of affected employees in the Library and Water Treatment Plant.

**Section 6.5. - Changing Established Schedules:** Upon hire, both the employee and their supervisor shall mutually agree to a regular work schedule. The supervisor will not unreasonably withhold approval of requests to change the regular work schedule to one of the above options. The City reserves the right to determine the work schedule based on the needs of the City and the services to the public. Established work schedules as defined in Section 6.1 may only be changed after thirty (30) days written notice to affected employee(s). Upon mutual agreement of the employee and their supervisor, this notice period may be shorter.

When an employee has worked sixteen (16) or more hours during a twenty-four (24) hour period starting at the beginning of their regular work shift, the City may mandatorily relieve that employee from working part, or all, of their next regular work shift, as deemed necessary for safety related reasons, without advance notice.

With prior approval from a Department Director, or their designee, employees may voluntarily alter their schedule in consideration of forecasted hazardous outdoor working conditions, such as extreme temperatures or dangerous air quality.

**Section 6.6. - Water Treatment Plant Schedules and Shifts:** In applying the terms of this Article, work schedule for operators at the Water Treatment Plant has the following definitions:

“Schedule” refers to the days of the week the operator is assigned to work.

“Shift” refers to the daily hours an employee is assigned to work.

- “First Shift” is the day shift, which starts in the morning.
- “Second Shift” begins during the afternoon.
- “Third Shift” follows the second shift.

Shifts may or may not overlap.

When a shift becomes vacant, operator shifts will be bid by seniority. Shift selections must be approved by management.

If the City temporarily changes an operator’s normal work shift or schedule with less than seven (7) calendar days’ notice, the City will pay overtime for the first two (2) days of the changed shift or schedule.

If the City temporarily changes an operator’s normal work schedule such that it splits or changes the operator’s normal days off at the time of the schedule change, the City will pay overtime for the first two (2) days of the changed shift or schedule, regardless of whether seven (7) calendar

days' notice was given. The requirement to pay overtime in these cases also applies to any implementation of a twenty-four (24) hour operation, outside of Section 6.7.

In the event the City decides to establish a twelve (12) hour shift schedule, the City will provide written notice to the Association. The parties will promptly commence expedited bargaining pursuant to the ninety (90) day period set forth in ORS 243.698.

**Section 6.7. – Water Treatment Plant Summer Schedule:** The Operators at the Water Treatment Plant may move to a twenty-four (24) hour per day schedule during the summer months based on operational needs as determined by the City. The City will strive to provide as much advance notice as possible, but no less than three (3) days.

Operators will work ten (10) hours per scheduled day on the basis of a four (4) consecutive day work week. There will be three work shifts each day: 3:00 am to 1:00 pm, 7:00 am to 5:00 pm, and 5:00 pm to 3:00 am.

Shifts will be bid in a manner consistent with current practice. The shift start and stop times may be adjusted by mutual agreement of the City and the Union, provided impacted employees are given seven (7) calendar days' notice of changes.

“Shift Differential” as described in Section 9.4 of the Agreement will not apply during the period of staffed in-person twenty-four (24) hour operations. Operators working the 5:00 pm to 3:00 am or 3:00 am to 1:00 pm shift (or analogous shifts in the event that the work shifts are adjusted) will be compensated at five percent (5%) above their regular rate of pay for all hours worked.

**Section 6.8. – Filling Open Shifts within Divisions in the Library:** Open established shifts shall be available to part-time bargaining unit employees who work in positions in the same classification series in that division of the Library based on seniority, subject to the conditions described below.

The part-time employee's established schedule must remain less than forty (40) hours per week and there must be no increase in the FTEs for that division of the Library. If an established shift is open, the City will notify all represented part-time employees in that division and classification series via email of the open shift. Part-time employees will have five (5) business days from the date of the email notice to reply via email. If more than one part-time employee submits a request, the employee with the most seniority will be given the shift. The City may, however, deny an employee's request based on operational need or budgetary considerations.

## ARTICLE 7 – OVERTIME

**Section 7.1. - Overtime Rate of Pay:** Employees will receive overtime as follows:

- Employees assigned to a five (5) day eight (8) hour schedule shall be compensated at a rate of pay of time and one-half (1-1/2) for work performed in excess of eight (8) hours per day.
- Employees assigned to a four (4) day ten (10) hour work schedule shall be compensated at a rate of pay of time and one-half (1-1/2) for work performed in excess of ten (10) hours per day.
- Employees assigned to a 9-80 work schedule shall be compensated at a rate of pay of time and one-half (1-1/2) for work performed in excess of nine (9) hours on days scheduled to work nine (9) hours, or for work performed in excess of eight (8) hours on the day scheduled to work eight (8) hours.
- When an employee works more than forty (40) hours in a work week.

Shift differential shall be included in the computation of overtime when overtime is worked within the same work week as the applicable shift work. Overtime shall be computed to the nearest fifteen (15) minute period.

All overtime must be approved in advance by the City, unless advance approval cannot be obtained due to emergencies or other urgent operational needs.

**Section 7.2. - Flexing Hours:** An employee who works in excess of their regularly scheduled hours of work on any given day may, with the approval of their supervisor, waive the daily overtime pay and flex the remaining hours worked during the workweek so that the employee is not working more than forty (40) hours during the workweek.

Time off in lieu of overtime pay shall be at the straight time rate if taken within the workweek (i.e., “flextime”) regardless of the designated schedule.

All time off in lieu of overtime pay, i.e. compensatory time and flextime, must be approved in advance by the employee’s supervisor.

**Section 7.3. - Variable Work Schedules:** Employees assigned a variable work schedule under the terms of Article 6.1 shall be compensated at a rate of pay of time and one-half (1 1/2) for all work performed in excess of forty (40) hours in a work week.

**Section 7.4. - ‘Hours Worked’:** For the purposes of determining hours worked, vacation, sick leave, compensatory time and holidays shall be considered as hours worked. Military leave shall not be considered as hours worked pursuant to the Fair Labor Standards Act. In no case shall an employee be paid twice for the same hours worked.

**Section 7.5. - Compensatory Time In Lieu of Overtime Pay:** All overtime worked shall be paid or the employee shall receive compensatory time. In the case of compensatory time, the following shall apply:

At the discretion of the employee, overtime may be compensated by granting the accrual of compensatory time in lieu of overtime pay. Compensatory time in lieu of overtime pay shall accrue at the rate of time and one-half (1 1/2) for overtime work. Employees may accrue a maximum of eighty (80) hours compensatory time. Eligible employees at the Water Treatment Plant may accrue a maximum of eighty (80) hours compensatory time, exclusive of compensatory time in lieu of holidays. In exigent circumstances, the Human Resources Director has the discretion to temporarily (up to twelve months) increase the maximum accrual cap of eighty (80) hours of compensatory time.

Compensatory time off shall be taken by mutual consent and as approved by the Department Director, or employee's supervisor, consistent with the needs of the City. At any time, employees may request to cash out accrued compensatory time subject to the approval of the Department Director.

**Section 7.6. - Call-Back:** An employee who is released from work and called back to perform emergency work, or an employee who works in the Engineering Division and is assigned to perform non-emergency work in the field between the hours of 9:00 pm and 5:00 am, shall receive a minimum of three (3) hours' pay at the overtime rate unless the time is within two (2) hours prior to the regular starting time; in which case, the employee shall be paid at the overtime rate for actual time worked and will continue to be paid the overtime rate until the emergency work is finished or their regular shift starts. Overtime shall be paid for call-backs exclusive of Section 7.4 regarding working hours. This minimum shall not apply more than once when an employee is paged or called back more than once within a three (3) hour period.

**Section 7.7. – Electronic Remote Work:** An electronic remote response is defined as authorized work, by an employee, where the employee does not physically report to a work location but performs an authorized work function through electronic access. Examples of electronic access includes, but is not limited to, phone call, email, text messaging, voicemail, and VPN.

An employee who is contacted to perform work outside of their regularly scheduled shift and responds by means of an electronic remote access shall be paid at the rate of time and one-half the employee's regular rate of pay for all time worked, to the nearest fifteen (15) minute period. Remote response is not considered call-back. This provision does not apply to employees who are on standby pursuant to Section 8.1.

## **ARTICLE 8 - STANDBY PAY**

**Section 8.1. – Standby:** Whenever an employee who works in the Public Works Department or the Water Treatment Plant is required to be available to receive emergency phone calls during the evenings and/or weekends outside their normal working hours for one week consecutively, the employee will be entitled to standby pay. Employees required to be on standby for a consecutive seven (7) day period shall receive twelve (12) hours of standby pay or twelve (12) hours of comp time at the straight time rate at the employee's discretion. Employees required to

be on standby for a period which includes a holiday shall receive twelve (12) hours additional standby pay. Standby pay is intended to cover all time spent on the phone responding to requests for service. No overtime shall be paid unless the employee is required to return to work.

Employees at their option shall be allowed to trade standby duty with another employee on the standby list provided both employees have obtained their supervisor's approval. Management will be notified in advance and trades will be documented on the schedule. Except as stated below, once standby is approved, the employee taking the standby is responsible for ensuring it is filled. If an employee cannot take the standby shift after they commit to it, they are responsible for finding their replacement and obtaining management approval.

Employees will not be responsible for finding their replacement when they are unable to perform standby duty for a reason covered by applicable protected leave. However, when the employee's inability to take the standby is covered by such laws, the employee must promptly notify their immediate supervisor of their inability to perform the standby and the immediate supervisor will assign an employee, take the standby shift, or ask the Deputy Public Works Director or Water Treatment Plant Manager to assign it to another supervisor, to take all or part of the standby week.

Likewise, if the assigned employee is on light duty and not able to safely perform the essential standby duties, the immediate supervisor will assign an employee, take the standby shift, or as the Deputy Public Works Director or Water Treatment Plant Manager to assign it to another supervisor, to take all or part of the standby week.

If a standby week is split the twelve (12) hours of standby pay will be prorated accordingly.

Employees at the Water Treatment Plant at their option shall be allowed to forfeit, to another employee on the standby list, up to two (2) standby shifts per calendar year. Water Treatment Plant employees can only take up to an additional four (4) standby shifts per calendar year. Management will be notified in advance and it will be documented on the schedule.

The standby schedule will be a one (1) year schedule that is updated annually with employee input and consideration to vacations and/or other commitments. The City may adjust the schedule throughout the year as needed due to operational needs. However, any adjustment shall be done with as little disruption to the schedule as possible. This schedule shall be posted in accordance with Section 6.4 – Posting Schedules.

**Section 8.2. – IT Standby:** Whenever an employee who works in the IT Department is required to be available to receive emergency phone calls during the evenings and/or weekends outside their normal working hours for one (1) week consecutively, the employee will be entitled to standby pay. Employees required to be on standby for a consecutive seven (7) day period shall receive twelve (12) hours of standby pay or eight (8) hours of comp time at the straight time rate at the employee's discretion. Employees required to be on standby for a period which includes a holiday shall receive twelve (12) hours additional standby pay.

IT Department employees assigned to standby must respond to the initial contact within twenty (20) minutes via phone call or text. If the employee's presence at the worksite is required, the employee must report to work within a period of one (1) hour of notification. Standby pay is intended to cover all time spent on the phone responding to requests for service. No overtime shall be paid unless the employee is required to return to work.

## **ARTICLE 9 – INCLEMENT WEATHER AND EMERGENCY CLOSURE**

**Section 9.1. - Emergency Closure:** In the event of emergency closure of City facilities due to adverse or inclement weather or natural or human caused disasters (e.g., flood, earthquake, volcano, terrorism), when non-essential employees are prohibited from coming to or remaining at work (i.e., their supervisor requires them to go home), the City shall pay affected employees for time missed during their regular work schedule at their regular rate of pay for up to twenty-four (24) hours per incident. Payment will not be made to employees for periods of any pre-approved time-off that occur when City facilities are closed.

An “incident” is defined as a continuous event that requires an elevated, non-routine, response to adverse or inclement weather, or some other type of disaster, whether natural or human caused.

Employees who have been approved to work remotely, either due to their regularly scheduled remote work or due to pre-approval of ad-hoc remote work, are not eligible for emergency closure pay unless they submit information to their supervisor to substantiate that a power outage or other service disruption, such as phone or internet, prevented them from working remotely during all or part of their regularly scheduled work hours. In such event, the employee will be paid emergency closure pay for any portion of their regularly scheduled work hours that they were prevented from working due to the power outage or service disruption.

In the absence of an emergency closure, or once the twenty-four (24) hours of emergency closure pay (if applicable) is exhausted, if non-essential employees decide that such conditions prevent them from coming to work or causes them to leave early, employees can use paid leave time, including vacation, comp time, personal time or up to twenty-four (24) hours of leave without pay per incident.

Essential employees who work in Public Works, Facilities, Parks Maintenance, and at the Water Treatment Plant, and any other employees as determined by management, who are required to report to or remain onsite at work when the City Manager has closed City Hall to non-essential employees due to inclement weather will receive a credit in the form of compensatory time of the equivalent hours that City Hall is closed, hour for hour up to eight (8) hours per day, up to a maximum of twenty-four (24) hours per incident, based on City Hall's operational hours which is Monday through Friday, from 8:00 am to 5:00 pm.

Essential employees who have been granted specific permission by their supervisor to be excused from reporting to work during periods of inclement weather or natural or human caused disaster can also use paid leave time including vacation, comp time, personal time or up to

twenty-four (24) hours of leave without pay per incident. Essential employees are not eligible for emergency closure pay.

**Section 9.2. - Inclement Weather/Emergency Shift Change:** On or before October 15th of each year, the City shall establish and post a twenty-four (24) hour work schedule for inclement weather for Public Works employees. It will be a one (1) year schedule that is updated annually with employee input and consideration to vacations and/or other commitments. The City may adjust the schedule throughout the year as needed due to operational needs. The City may implement the inclement work schedule when deemed necessary.

Essential employees in Public Works and/or Parks Maintenance that work a twenty-four (24) hour work schedule for inclement weather shall receive premium pay in the amount of five percent (5%) of their base salary for all actual hours worked on the twenty-four (24) hour work schedule. All overtime earned while in twenty-four (24) hour operations shall be paid or the employee may choose to receive compensatory time. If an employee chooses compensatory time, they will forfeit the five percent (5%) premium pay and compensatory time in lieu of overtime pay shall accrue at the rate of time and one-half (1 ½) for overtime work.

**Section 9.3. – Show Up Pay for Public Works and Parks Maintenance Employees:** When Public Works and/or Parks Maintenance implements a twenty-four (24) hour work schedule, and an employee who is scheduled for work, reports for work and is required by their supervisor to leave work prior to the beginning of their shift shall be paid the equivalent of three (3) hours pay at time and one-half. When such an employee actually begins their scheduled shift and is sent home prior to the end of the shift, the employee shall be paid for the remainder of the scheduled shift.

**Section 9.4. – Declaration of Emergency:** In the event of a City-declared emergency, the City may adjust employee work schedules without providing thirty (30) days' notice as outlined in Section 6.5 and the City can assign employees to perform duties within reason outside of their job description or classification, in order to restore and maintain City services. Employees are expected to ensure the safety and welfare of their families, and then make every effort to check in for reporting instructions and/or report to work. Employees will not be required to perform a task or assignment that the employee reasonably believes they are not otherwise qualified to perform. Pursuant to this Section, should an employee's work schedule change with less than thirty (30) days' notice, the City will provide a report to the Union that includes the names and schedule changes within a reasonable amount of time. Employees who report to work to perform tasks as instructed will receive their regular rate of pay, in addition to any overtime or other pay provisions as provided by this Agreement. As outlined in this section, the City's right to respond to declarations of emergency temporarily supersedes contrary provisions contained in Articles 1, 6 (with the exception of meal and rest period provisions) and 29 of this Agreement.

## ARTICLE 10 – WAGES

**Section 10.1.** Effective July 1, 2024 and for subsequent years of the Agreement, wages shall be as follows:

- A. For the period July 1, 2024 through June 30, 2025 wages shall be increased by four percent (4%). In order to be eligible for retroactive wages or other benefits, an employee must be employed on the date the Agreement becomes effective, i.e. the date the Agreement is ratified by the bargaining unit and approved by City Council, whichever occurs later.
- B. For the period July 1, 2025 through June 30, 2026, the wage increase shall be the yearly percentage change in the Western Region Size B-C Index for the period of time ending December 31, 2024 with a minimum of two percent (2%) and a maximum of four percent (4%). The new wage scale shall be attached as Appendix A and made a part of this Agreement. In addition, a one percent (1.0%) wage adjustment shall be added to the wage increase for fiscal year 25-26.
- C. For the period July 1, 2026 through June 30, 2027, the wage increase shall be the yearly percentage change in the Western Region Size B-C Index for the period of time ending December 2025 with a minimum of two percent (2%) and a maximum of four percent (4%). This new wage scale shall be attached as Appendix A and made a part of this Agreement.

**Section 10.2.** The City shall continue to pay a six percent (6%) average employee contribution to the Public Employee Retirement Fund for the employee members then participating in the Public Employee Retirement System or the Oregon Public Service Retirement Plan. Such payment of employee member monthly contributions to the system shall continue for the life of this Agreement, and shall also be applicable to employees who first began to participate in the system on or after July 1, 1980 to the termination of this Agreement. The full amount of required employee contributions paid by the City on behalf of employees pursuant to this Agreement shall be considered as “salary” within the meaning of ORS 238.005(20) (5) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005(8); but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 & 238.440. Such paid employee contributions shall be credited to the employee accounts pursuant to ORS 238.205, and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

If the Oregon Public Employee Retirement System (PERS) statute is modified to end the employer “pick-up” of the employee contribution, the parties agree to enter into negotiations to determine a successor retirement benefit.

**Section 10.3. - Salary Administration:** An employee shall move from Step 1 to Step 2 (or the next higher step if hired at a step above step 1) after one-hundred and eighty (180) days of employment and yearly thereafter through the steps of the salary range based on satisfactory



performance. If an employee is denied a step increase due to unsatisfactory performance, the employee may grieve the denial through the grievance procedure pursuant to Article 23, to the City Manager or their designee, whose decision shall be final and binding.

An employee who is reclassified or receives a promotion into a higher classification will be placed into the wage step that equals a minimum of five percent (5%) wage increase from their current step.

**Section 10.4. – Shift Differential for Water Treatment Plant Operators:** Water Treatment Plant Schedules are defined in Section 6.7.

Water Treatment Plant Operators working the first shift will not be paid shift differential. Operators working the second shift shall be paid an additional four percent (4%) per hour. Third shift operators shall be paid an additional five percent (5%) per hour.

**Section 10.5. – Mechanical Certification Pay:** The pay plan incorporated into this Agreement is structured in such a manner as to include compensation for educational and certification accomplishments as these skills are related to the particular classifications. However, mechanics shall receive a maximum of five dollars (\$5.00) per month for each individual certificate issued by the National Institute for Automotive Excellence for the successful completion of tests concerning automobile mechanics.

**Section 10.6. – Bilingual Pay:** Employees who can speak and/or write Spanish, or another language listed in the top five (5) most common languages spoken in the Lake Oswego School District, or who has learned American Sign Language, at a proficiency level determined by a test administered by the City, will receive three percent (3%) bilingual pay. The names of employees approved for bilingual pay will be placed on a list that will be provided to other City staff in the event their language services are required to provide customer service. A Department Director, or the employee, may terminate the bilingual pay for any reason with ten (10) calendar days' notice.

**Section 10.7. – Deferred Compensation:** The City will maintain a 457 deferred compensation plan. All employees are eligible to participate in the deferred compensation program offered by the City. The City accepts no liability for the success or failure of individual investment programs. This selection is subject to applicable tax rules.

Effective July 1, 2026, the City will establish a deferred compensation match. Beginning July 1, 2026, in accordance with plan requirements, each new employee, except seasonal employees, will automatically be enrolled in the City's Deferred Compensation program to contribute at the rate of one percent (1%) of their pre-tax wages, unless the employee chooses to opt out. Also beginning on July 1, 2026, employees who participate in the Deferred Compensation program are eligible to receive a matching contribution into their 457 account from the City in the amount of one percent (1%) of their base salary per pay period. Base salary does not include shift differentials, bilingual pay, certification pay or other incentive pays. All matching contributions are one-hundred percent (100%) vested.

Employees may opt out of the Deferred Compensation program at any time.

## ARTICLE 11 – HOLIDAYS

**Section 11.1.** Except as provided below, employees shall be entitled to the following paid recognized holidays:

- |                           |   |
|---------------------------|---|
| 1. New Year’s Day         | 8. Veteran’s Day  |
| 2. Martin Luther King Day | 9. Thanksgiving Day   |
| 3. President’s Day        | 10. Friday Following Thanksgiving Day   |
| 4. Memorial Day           | 11. Four hours the second half of the work day on Christmas Eve (See Section 11.3)  |
| 5. Juneteenth             | 12. Christmas Day   |
| 6. Independence Day       | 13. Four hours the second half of the work day on New Year’s Eve (See Section 11.3) |
| 7. Labor Day              | 14. Personal Holiday  |

Holiday pay will be set at eight (8) hours. Employees who are scheduled to work more than eight (8) hours on the holiday shall have the option of using vacation, compensatory time, or leave without pay to offset this benefit, or may be allowed to flex their schedule pursuant to Section 6.1, with advance approval from their supervisor.

Regular part-time employee shall be entitled to holiday pay as per Appendix “C”. Seasonal employees shall be entitled to the above holidays if so employed when the holiday occurs (see Appendix “C”).

**Section 11.2.** Except for the Library, Tennis Center, and LORAC facility, when the recognized holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the recognized holiday falls on a Sunday, the holiday will be observed on the following Monday. For the Library, Tennis Center, and LORAC facility, the recognized holiday will be observed on the actual day.

**Section 11.3. - Eve Holiday:** For City facilities that are open Monday through Friday, excluding the Water Treatment Plant, when Christmas Eve or New Year’s Eve falls on Monday through Thursday and eligible City facilities are closed early in observance of the half-holiday, employees who are scheduled to work during the half-day holiday shall be credited with four (4) hours of Holiday Pay. Employees who are required to work the full day will be paid for all hours worked and will be credited with four (4) hours of compensatory time in lieu of Holiday Pay.

Regular part-time employees who are scheduled to work shall be credited with four (4) hours of Holiday Pay during the half-day holidays.

For the Library, Tennis Center, and LORAC facility, the recognized holiday will be observed on the actual day. For Christmas Eve or New Year’s Eve, if the Library, Tennis Center, and/or the

LORAC observes the half-day holiday, those employees who are scheduled to work during the half-day holiday shall be credited with four (4) hours of Holiday Pay.

**Section 11.4.** When a full-time or seasonal employee is unable to take the holiday off because the holiday falls on the employee's day off, the employee shall receive eight (8) hours compensatory time at the straight time rate in lieu of the holiday off (see Appendix "C").

When a represented part-time employee is unable to take the holiday off because the holiday falls on the employee's day off, the employee shall receive a prorated amount of their compensatory time at the straight time rate in lieu of the holiday off proportional to their total weekly scheduled hours (see Appendix "C").

**Section 11.5. – Holiday Pay:** When a full-time or seasonal employee is called back or required to work on a recognized holiday and/or on the day that the holiday is observed, the employee shall be compensated at the rate of two (2) times the normal rate of pay for actual time worked plus the regular holiday pay, except for those employees who receive holiday compensatory time in lieu of holidays as set forth in Article 11.6.

If a part-time employee is called back or required to work on a recognized holiday and/or on the day that the holiday is observed that they are not normally scheduled to work, they will be paid straight time for the hours worked, plus receive an equal number of hours of compensatory straight time (see Appendix "C").

**Section 11.6.** Employees assigned to the Water Treatment Plant shall accrue ten (10.0) hours of holiday compensatory time per month for each full month worked in lieu of paid holidays. For work that is less than a full month, holiday compensatory time in lieu of paid holidays shall be prorated to actual time worked. Holiday compensatory time may be accrued up to forty-eight (48) hours. Accrued time may be taken off at the mutual consent of the parties consistent with the needs of the City. If City employees, other than Library staff, are granted four (4) hours Holiday Pay on Christmas Eve and New Year's Eve, Water Treatment Plant employees shall be granted four (4) hours compensatory time for each day.

When a Water Treatment Plant employee is called back to work on a recognized holiday, the employee shall be compensated at the rate of two (2) times the normal rate of pay for actual time worked.

**Section 11.7.** The "personal holiday" must be taken within the fiscal year. Personal holidays shall not accrue from one fiscal year to another. If an employee fails to take a personal holiday, it shall not be compensated. Accrued time may be taken off at the mutual consent of the parties, consistent with the needs of the City. With the exception of the Christmas Eve and New Year's Eve personal holiday time, part-time employees' personal holiday time shall be as follows: employees assigned to a twenty (20) – twenty-nine (29) hours per week shift shall receive 5.25 hours of personal holiday; employees assigned to a thirty (30) – thirty-nine (39) hours per week shift shall receive 7.25 hours of personal holiday.

**ARTICLE 12 – VACATION**

**Section 12.1. - Vacation Accrual – Represented Full-Time Employees:**

Full-time employees shall accumulate vacation in the following manner:

Years of Service	Hours of Vacation Per Month	Weeks Per Year	Days Per Year	Max Vacation Accrual (hrs.)
0 through 3	8	2.4	12	192
4 through 9	11	3.3	16.5	264
10 through 15	14.33	4.2	21.50	343.92
16 through 19	15.66	4.8	23.50	375.84
20 +	16.67	5	25	400.08

**Section 12.2. - Limitations:** Full-time employees working less than a full month shall be credited a prorated amount of vacation. Vacation time off must be approved in advance by the Department Director, or their designee, unless there are exigent circumstances. Managers will approve vacation requests based on operating requirements. Managers will deny vacation requests if leave is not available, except as otherwise agreed upon for newly hired employees. In no instance shall an employee accrue vacation time while they are on a leave of absence without pay, except as required by applicable law. Full-time employees who have depleted their accumulated vacation time will not be eligible to receive vacation pay.

Full-time employees may accumulate vacation time to a maximum of two (2) times their yearly accrual. Part-time employees may accumulate vacation time to a maximum of two (2) times what a full-time employee with their years of service would accrue. Employees may cash out up to forty (40) hours of accrued vacation time four (4) times per fiscal year with the approval of the Department Director.

Regular, full-time employees are required to take forty (40) hours vacation annually. The forty (40) hours do not have to be taken consecutively. This requirement may be waived upon request of an employee for extenuating circumstances at the discretion of the Human Resources Department.

**Section 12.3. - Vacation Reduction:** When an employee exceeds the maximum allowable vacation (two times yearly accrual), the City on a monthly basis, shall contribute the value of the excess vacation time into the employee’s VEBA account.

**Section 12.4. - Vacation Accrual – Represented Part-Time and Seasonal Employees:**

Seasonal employees shall accrue vacation time at the full-time rate while so employed. Regular part-time employees shall accrue prorated vacation benefits based on the years of service as set forth in Section 12.1 above. Such prorated benefits will be calculated in six (6) month intervals, as described in Section 17.4. The date of original hire into a position represented by the Union shall be used for calculating accrual rates. Represented part-time and seasonal employees who have depleted their accumulated vacation time will not be eligible to receive vacation pay.

**Section 12.5. - Converting Accrued Sick Leave to Vacation Leave:** *See Article 13.7 under Sick Leave.*

**Section 12.6. - Donating Vacation to Another Employee's Sick Leave Account:** *See Article 13.6 under Sick Leave.*

### **ARTICLE 13 - SICK LEAVE**

**Section 13.1. - Sick Leave Accrual for Represented Full-Time Employees:** Sick leave shall be earned by each regular full-time employee at the rate of eight (8) hours for each full month of service. Employees shall be credited a prorated amount of sick leave for work less than a full month. Sick leave may be accumulated to a total of not more than one-thousand eighty hours (1080). Accumulated sick leave beyond one-thousand eighty hours (1080) shall be transferred to the employee's VEBA account on a monthly basis.

**Section 13.2. - Sick Leave Accrual for Represented Part-Time and Seasonal Employees:** Seasonal employees shall accrue sick leave time at the full-time rate while so employed. Part-time employees shall accrue sick leave on a prorated basis in six (6) month intervals, as described in Section 17.4.

**Section 13.3. – Sick Leave Upon Hire:** Upon hire, new employees will be credited with a sick leave balance equivalent to six (6) months' accrual. New employees will not accrue sick leave during the first six (6) months of employment, but will resume accruing sick leave upon completion of six (6) months employment.

**Section 13.4. - Using Sick Leave:** Employees may utilize their sick leave for the following purposes:

- A. When the employee is unable to perform their work duties by reason of an off-the-job illness or injury, necessity for dental or medical care, or exposure to contagious disease under circumstances which the health of the employee with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.
- B. When an employee is unable to perform their work duties by reason of an on-the-job injury or occupational illness, set forth in Article 15.
- C. An employee may utilize their sick leave allowance by reason of illness or injury in the immediate family of the employee when the employee's attendance is required to care for the immediate family member. "Immediate family" is defined as follows: mother, father, spouse, domestic partner, sister, brother, children (including foster or court appointed children), stepchildren, grandparents, grandchildren, and in-laws. Additionally, employees may use sick leave to care for other relatives who reside in the employee's household whose care requires the employee's absence from work. For purposes of this Article, where sick leave benefits are extended to

“spouses”, a domestic partner as defined in Section 17.6 shall be considered a spouse, and immediate family members of a domestic partner shall be considered a spouse’s immediate family members, as required by applicable law. A charge shall be made against sick leave credits for time absent from work only.

- D. For other PLO, FMLA and/or OFLA qualifying absences and/or leave covered by Oregon’s Sick Leave Law.

An employee may utilize their sick leave or vacation account until such time as the employee is eligible to receive disability insurance payments under PERS or the City’s long-term disability insurance policy.

A charge against the employee's sick leave or vacation account shall be made on a prorated basis and in proportion to the pay received from the City. All sick leave payments shall cease upon the depletion of the employee's sick leave account. Employees who have depleted their accumulated sick time shall draw from their vacation, personal holiday, and/or compensatory time banks to receive pay for absences that occur after their sick leave accounts are depleted, unless they are on PLO, OFLA and/or FMLA leave.

**Section 13.5. – Sick Leave Verification:** All sick leave must be approved by the supervisor. Approval may be withheld pending certification of the attending physician or practitioner or other acceptable verification that such illness or injury prevents the employee from working or their attendance is necessary to care for an ill or injured immediate family member under the following conditions:

- A. Whenever the employee’s absence exceeds three (3) consecutive workdays; or
- B. Whenever the City can articulate facts giving rise to a good faith concern that misuse of sick leave has occurred (i.e. questionable pattern of usage; calling in on a previously denied day off; etc.), provided the employee has been notified of such facts and has been given the opportunity to address the concern before certification is required.

The City will reimburse employees for the cost charged for obtaining medical verification, including wages for time spent obtaining verification. However, it is understood and agreed that employees will obtain verification via email, mail or facsimile, whenever possible.

No compensation for accrued sick leave shall be allowed to any employee upon separation from employment. Sick leave shall not accrue during any period of leave of absence without pay. Abuse of sick leave shall be cause for disciplinary action.

Upon retirement of an employee, and as allowed under Oregon law, the City will report any unused sick leave hours to PERS for use in determining final average salary retirement calculations.

**Section 13.6. - Donated Leave Bank:** An employee may donate up to forty (40) hours of their accrued vacation, compensatory or personal holiday time per calendar year to a donated leave bank administered by Human Resources for use by other employees who have exhausted their sick leave and other paid leave accounts due to illness, injury or other medical conditions. Employees donating vacation, compensatory or personal holiday time to the City's donated leave bank must maintain a minimum of forty (40) hours in their vacation bank. Donating time shall not be used to extend employment. To be eligible to apply for donated leave, an employee must have a serious illness, injury or medical condition or be caring for a family member with a serious illness, injury or medical condition that requires a prolonged absence from work and must not be receiving or eligible to receive social security disability or long-term disability benefits.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness, injury or medical condition necessitating the leave. All applications for donated leave must be approved by Human Resources. Employees who are seeking donations may apply and obtain approval to receive donated leave before they deplete their paid leave banks. The employee's donation to the bank will be converted to money based on the donor's hourly rate. When a request for a donation is approved by Human Resources, the money is paid out at the receiving employee's current rate of pay.

**Section 13.7. - Converting Accrued Sick Leave to Vacation Leave:** Represented full-time employees who have a minimum of forty (40) hours in their sick leave bank and represented part-time employees who have a minimum of twenty (20) hours in their sick leave bank who do not use an unscheduled absence during any consecutive three (3) month period shall be entitled to convert accrued sick leave to vacation leave as follows:

- A. Represented full-time employees shall be entitled to convert up to eight (8) hours of accrued sick leave to the same number of hours of vacation leave.
- B. Represented part-time employees who work an average of twenty (20) to twenty-nine (29) hours shall be entitled to convert up to four (4) hours of accrued sick leave to the same number of hours of vacation leave.
- C. Represented part-time employees who work an average of thirty (30) to thirty-nine (39) hours shall be entitled to convert up to six (6) hours of accrued sick leave to the same number of hours of vacation leave.

To be eligible for a conversion, eligible employees must submit their signed Sick Leave Conversion Request forms to payroll no later than the thirty (30) calendar days following the end of the three (3) month period for which they are seeking conversion.

Sick leave conversion rights do not apply to eight (8) month seasonal employees covered by the Agreement or employees serving their initial probationary period.

Except for the use of OFLA/FMLA leave, and the first forty (40) hours of sick leave protected annually under Oregon's Sick Leave Law, any use of unscheduled absences from work,

including absences for doctor's appointments, school appointments, funerals, etc., makes an employee ineligible to make the conversion for the period in which the leave occurs. Unscheduled absence is defined as an absence for which the employee has either failed to report to work or remain at work as scheduled, without a written leave request having been submitted at least two (2) weeks in advance of the requested absence.

## **ARTICLE 14 - LEAVES OF ABSENCE**

**Section 14.1. Family Medical Leave:** The City will comply with its obligations under the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO), and Oregon Sick Leave Law. While on protected leave, an employee may utilize sick leave benefits as set forth in Article 13 - Sick Leave, or any accrued compensatory time, vacation time or personal holiday time after the depletion of sick leave. The City will not require the employee to take accrued leave during protected leave. An employee's ability to use accrued leave while on protected leave is subject to City policy and applicable law.

Employees who return to work from FMLA, OFLA, or PLO leave are entitled to be restored to the position of employment they held when their protected leave commenced if that position still exists, without regard to whether the City filled the position with a replacement worker during the period of leave, unless applicable law provides otherwise. If the position held by the employee at the time protected leave commenced no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment consistent with applicable law.

**Section 14.2. – Bereavement Leave:** In the event of a death in the employee's immediate family as defined below, the employee may take up to a maximum of forty (40) hours leave per occurrence. Approval of the specific amount of leave time shall depend upon: 1) the distance needed to travel to attend the funeral; 2) whether or not the employee is responsible for making funeral arrangements; and 3) any other related factors. Bereavement leave shall not be charged to the employee's sick leave account, but it will run concurrent with any bereavement leave that the employee may be entitled to under OFLA, subject to OFLA's requirements.

For the purposes of bereavement leave only, "immediate family" shall include those individuals listed as "immediate family" in Section 13.4. An employee may request up to sixteen (16) hours of bereavement leave for any other individuals but the granting of that request will be at the discretion of the Human Resources Director.

Employees may also use sick leave for absences from work for the death of a covered family member, consistent with OFLA.

**Section 14.3. – Military Leave:** Military leave shall be granted in accordance with applicable state and federal law.

**Section 14.4. – Educational Leave:** Educational leave may be granted up to nine (9) months without pay to attend school on a full-time basis at the sole discretion of the Department



Director. The City may require the employee to exhaust all available paid leave time prior to the unpaid leave except sick leave.

**Section 14.5. – Personal Leave:** Other leaves may be granted up to six (6) months without pay for purposes other than outside employment at the sole discretion of the Department Director. The City may require the employee to exhaust all available paid leave time prior to the unpaid leave except sick leave.

**Section 14.6. – Jury Duty and Witness Leave:** When an employee is called for jury duty or is subpoenaed as a witness as a result of their official employment duties with the City, they will be continued at full salary for the period of service required. All monies received as witness fees or pay for jury duty must be signed over to the City when compensation is received.

**Section 14.7.** Insurance benefits may be continued by an employee while on non-FMLA approved, unpaid leave of absence provided the employee elects COBRA coverage and makes timely advance payment of the premiums for the duration of the leave or to the maximum allowed by COBRA. Failure to make the advance premium will result in a lapse of coverage until the employee returns to paid employment.

## **ARTICLE 15 - WORKER'S COMPENSATION**

**Section 15.1. - Workers Compensation Leave:** For an employee with a pending or an accepted claim for an on-the-job injury or occupational illness, that employee will receive their regular paycheck (including any scheduled overtime) for the first one-thousand forty (1,040) hours of absence immediately following the date of injury or occupational illness. No sick leave will be deducted from the employee's accruals for the one-thousand forty (1,040) hours immediately following the date of injury or occupational illness to cover absences due to the injury or occupational illness.

- A. For the first one-thousand forty (1,040) hours of absence, and while the employee is receiving time loss benefits, the employee's time when absent from work due to the injury or occupational illness shall be coded as "Workers Compensation Leave." Those hours may be used intermittently.
- B. Employees will not be entitled to an additional one-thousand forty (1,040) hours for aggravation of any such injury or illness.
- C. Employees who are granted light duty assignments, as well as employees who are working their regular positions, while recovering from an accepted claim for an on-the-job injury or occupational illness, will be able to code "Workers Compensation Leave" for any time off for absence from work that are attributable to such injury or occupational illness (i.e. doctor's appointments, physical therapy sessions, etc.) provided the following is met: 1) it is within the one-thousand forty (1,040) hours (described above); 2) it is within the one (1) year period immediately following the date of the original injury or

occupational illness; and 3) the employee is receiving time loss benefits. An employee may utilize sick leave for such absences that do not meet these conditions.

**Section 15.2. - Time Loss Benefits:** If eligible for time loss due to an on-the-job injury or occupational illness, the employee will keep their time loss check. Employees will receive their regular paycheck (including any scheduled overtime) and benefits for the period they are receiving time loss benefits. Whether or not the employee's leave banks are charged to make up the difference between the employee's time loss benefit and their regular paycheck depends upon whether the employee is still within the one-thousand forty (1,040) hour period described in Section 15.1.

- A. For employees still within the one-thousand forty (1,040) hour period, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.
- B. After an employee has been absent for more than one-thousand forty (1,040) hours, employees may use available sick leave in order to receive their regular gross wages. However, an employee's sick leave bank account shall be charged only for the difference between the employee's time loss benefit and their regular gross wages.
- C. The employee shall continue to accrue all benefits including sick leave, vacation accrual, and health insurance while the employee is receiving time loss benefits. PERS will not be paid on any workers compensation wages.

**Section 15.3. - Leave Upon End of Time Loss Benefits:** In the event an employee's time loss benefits end, but they are unable to return to work, that employee may utilize full sick leave benefits in order to receive their regular gross wages.

**Section 15.4. - Order of Leave Usage:** In the event an employee's sick leave benefits are depleted (whether or not they are receiving time loss benefits), that employee may use available compensatory time and vacation pay to receive their regular gross wages. In the event an employee does not specify whether they prefer to utilize compensatory time or vacation pay, compensatory time will be used first, then vacation pay. Should the employee deplete all available leave banks and still not be able to return to work, the employee will be considered to be on an unpaid non-benefit status.

**Section 15.5.** If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined in Section 15.1 and Section 15.2, while the claim is in disputed status. In the event that the employee's claim for injury or illness is denied as a non-compensable injury or illness at any point in the workers' compensation process, whether by the City's workers' compensation carrier or through a workers' compensation proceeding, the employee shall, from that date, be treated as though they suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits. If the employee's sick leave benefits are depleted, the employee shall use available compensatory time and vacation

pay. In the event an employee does not specify whether they prefer to utilize compensatory time or vacation pay, compensatory time will be utilized first, then vacation pay.

**Section 15.6.** In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits pursuant to Section 15.1 and Section 15.2, above. Any such adjustment will not, however, permit an employee to receive the restoration of sick leave or other paid leave benefits for any portion of an employee's time off for which they are receiving time loss or disability insurance benefits. If the employee's sick leave and other paid leave accounts are insufficient to allow the City to adjust for overpayments, the employee's sick leave account will be adjusted to reflect a negative balance. The City will not, however, reflect a negative balance in the employee's other paid leave accounts or deduct from the employee's subsequent paychecks to adjust for overpayments.

**Section 15.7.** The time an employee is absent from work due to an on-the-job injury or occupational illness will count against the employee's OFLA/FMLA consistent with applicable law.

**Section 15.8.** In the event that the procedure set forth in this Article is found to be in violation of state statute or other law, the City and Union agree to re-open this Article for negotiation.

## **ARTICLE 16 – LAYOFF**

**Section 16.1.** The City may lay off employees for lack of work, reorganization, changes in staffing, shortage of funds or business necessity. Layoff shall be by job classification within a division or, for those departments that do not have separate divisions, by job classification within a department. The City will determine the staffing level (number of full-time, part-time and represented seasonal positions) and the classification of those positions. Once the staffing level is determined, employees in the job classification(s) selected shall be laid off based upon their qualifications, skills and abilities to perform the work. In instances where two (2) or more employees' skills, abilities, and qualifications are relatively equal, seniority shall be the determining factor. Provided, however, that the following order of layoff within such classifications shall occur: temporary; probationary part-time; probationary full-time; seasonal; regular part-time; and regular full-time.

**Section 16.2. - Definition of Seniority:** Seniority is defined as set forth in Article 20 – Probation and Seniority. For the purpose of Article 16, part-time employees and represented seasonal employees shall have their seniority pro-rated based on their average hours worked during the thirty-six (36) months preceding date of layoff multiplied by years of service from last date of hire. If two (2) employees have the same bargaining unit seniority date, then seniority is determined by date of employment with the City.

**Section 16.3. - Notice to the Union:** At least fourteen (14) calendar days prior to notice of layoff, the City shall provide the Union written notice of its intent to lay off employee(s). The

notice will include the job classification(s); the names of the employee(s) in those job classifications who have been tentatively selected for layoff; the category of employment of those employee(s) (regular full-time, regular part-time, seasonal) and a seniority list by name, job classification and category.

If the Union desires to discuss possible options to the pending layoff or question the selection of the employee(s) tentatively selected for layoff, it shall notify the City to schedule a meeting within seven (7) calendar days of receipt of notice of layoff. Both the notice and the discussions will be treated with confidentiality. The City shall discuss with the Union the criteria which shall be used to determine qualifications, skills, abilities and seniority of employees and the order of layoff. This discussion will include the possibility of transferring work being performed by temporary or on-call employees to employees identified for possible layoff.

The City shall attempt in lieu of a layoff and upon agreement with the Union and the affected employee, to transfer or demote the employee scheduled for layoff to another vacant position in the bargaining unit, subject to the following:

- A. The employee is qualified to perform the duties of the position; and
- B. The transfer or demotion does not displace another employee subject to the other provisions of this Article; and,
- C. In the event more than one employee scheduled for layoff possesses the required certifications, licenses, knowledge, skill and ability to perform the duties of the position, the position will be offered to the most senior employee.

If at the end of a six (6) month probationary period, the City determines the employee has not successfully completed the probationary period, the employee shall be laid off and placed on the recall list.

**Section 16.4. - Notices of Layoff to Employees:** An employee who is selected for layoff shall be given written notice of a pending layoff at least forty-five (45) calendar days before the effective date of the layoff. An employee who is laid off as the result of bumping by another bargaining unit employee will be given written notice of pending layoff at least thirty (30) calendar days before the effective date of the layoff. The City may, however, with agreement from an employee who has received notice, elect to pay an employee for the regular hours they would have worked during the forty-five (45) or thirty (30) day period in lieu of requiring the employee to work during that period. The layoff notice shall advise the employee of available options as described in Section 16.5 and shall include a list of all positions the employee may potentially be qualified to bump into.

**Section 16.5. - Employee Options:** Employees who receive layoff notices shall have the following options:

- A. Accept the layoff.
- B. Exercise their bumping rights as set forth in Section 16.6.

**Section 16.6. - Bumping Rights:** An employee notified of layoff may bump an employee with lower seniority in the same job classification. If no other position in the employee's classification is available, the employee may bump an employee with lower seniority in the same pay grade or lower pay grade, provided they possess the required certifications, licenses, knowledge, skill and ability to perform that job. No part-time or seasonal employee may bump a full-time employee.

An employee notified of layoff must exercise their bumping rights in writing to the Human Resources Department within seven (7) business days of receipt of the layoff notice. In the event the employee wants to exercise their bumping rights and has timely notified the Human Resources Department, but does not identify which position they wish to bump into, the least senior person in the classification shall be the person bumped.

Employees will be given six (6) months from the date of placement to obtain the required certifications and licenses for the position. If an employee is unable to obtain the certifications and licenses within this period, then the employee shall be laid off and shall be placed on the recall list. Employees who bump into a classification they have previously held are presumed to possess the required knowledge, skills and abilities to perform that job.

An employee who bumps into a new position due to layoff is eligible to move back to their former position should it become available within twenty-four (24) months after the effective date of their layoff. The right to bump back into a former position will be granted before other employees are granted recall rights to that position.

Full-time employees may bump full-time and part-time employees with less seniority. Part-time employees may bump only part-time employees with less seniority and seasonal employees may bump only seasonal employees with less seniority.

**Section 16.7. - Recall Rights:** Bargaining unit employees who have been laid off will be placed on a recall list in the inverse order of seniority for a period of twenty-four (24) months from the date of layoff. Regular full-time employees shall have recall rights to the full-time job classification they held at the time of layoff or upon request, to:

- A. A different full-time position in the same or lower pay grade; and/or
- B. A different part-time position in the same or lower pay grade.

In order to be recalled to a different full-time and/or part-time position in the same or lower pay grade, an employee must possess the certifications, licenses, knowledge, skill and ability to perform the job. Laid off full-time employees must request to be recalled to a different full-time position and/or part-time position in the same or lower pay grade in writing to the Human Resources Director on a Recall Designation Form provided by the City before the effective date of their layoffs. If no Recall Designation Form is received by the Human Resources Director before the effective date of their layoffs, recall rights will be limited to the job classification the employee held at the time of the layoff. This includes a position that has been reclassified from the position they held at the time of layoff.

Regular part-time employees and seasonal employees represented by the Union shall have recall rights to the part-time or seasonal classifications they held at the time of layoff or, upon request, to a different part-time or represented seasonal position in the same or lower pay grade, provided they have the certifications, licenses, knowledge, skill and ability to perform the job. Laid off part-time employees and seasonal represented employees must request to be recalled to a full-time position in writing to the Human Resources Director on a Recall Designation Form provided by the City, but will be recalled only after eligible full-time employees have been recalled first. Laid off part-time employees must also request to be recalled to full-time positions or other part-time or represented seasonal positions in the same or lower pay grade in writing to the Human Resources Director on a Recall Designation Form provided by the City before the effective date of their layoffs. If not Recall Designation Form is received by the Human Resources Director before the effective date of their layoffs, recall rights will be limited to the part-time or seasonal represented position the employee held at the time of layoff.

Employees will be given six (6) months from the date of placement to obtain the required certifications and licenses for the position. If the employee is unable to obtain the certifications and licenses within this period, then the employee shall be laid off and shall be placed on the recall list.

Probationary employees shall have no recall rights.

Recall rights shall continue for a period of twenty-four (24) months from date of layoff. Recall shall be offered to those employees on the recall list for the job classifications for which they are qualified prior to hiring any new bargaining unit employee(s).

Notice of recall shall be made by Certified Mail – Return Receipt Requested, regular mail, and e-mail, if the employee has provided the City with a personal e-mail address. Employees shall be responsible for keeping the City informed of their correct mailing address and correct e-mail address. Failure to respond to such recall notice within thirty (30) calendar days of mailing, shall cause loss of recall rights and separation from employment. Recalled employees shall have two (2) weeks to report to work, unless mutually agreed otherwise.

A laid off full-time, part-time or represented seasonal employee who is offered a job they designated as a job they would like to be recalled to on the Recall Designation Form and declines shall relinquish all recall rights except for the position that the person was originally laid off from.

Employees who are recalled to a position they did not hold at the time of layoff will serve a six (6) month probationary period. If at the end of a six (6) month probationary period, the City determines the recalled employee has not successfully completed the probationary period, the employee shall be returned to the recall list for any portion of the twenty-four (24) months of recall rights remaining, minus the period of time recalled to City employment. An employee recalled to their former position will not be required to serve a probationary period.

Employees who are recalled from layoff shall have the sick leave balance they had accumulated on the date of layoff restored and regular (non-probationary) employees shall be returned to work

with their seniority restored for all purposes, i.e. salary step, vacation accrual, they would have advanced to had the employee not been laid off. Employees who were on initial probation at time of layoff and are voluntarily recalled by the City will be required to serve their remaining probationary time and, upon completion of probation, will be credited with their initial service for all purposes, i.e. salary step, vacation accrual, etc.

**Section 16.8.** Employees who are laid off and exercise their right to continued medical benefits under COBRA will be placed on COBRA and have COBRA medical insurance benefits paid for by the City for six (6) months or until they are eligible for medical insurance from another source, whichever occurs first. The paid COBRA is limited to a total of six (6) months during a twenty-four (24) month recall period.

It is the responsibility of laid off employees to promptly notify the Human Resource Department if they become eligible for medical insurance from another source and to verify when they became eligible for such benefits. Failure to do so will result in forfeiture of recall rights, unless waived by the City.

## **ARTICLE 17 - EMPLOYEE INSURANCE BENEFITS**

**Section 17.1. - Life, AD&D, and Disability Insurance:** All eligible regular full-time, represented seasonal and represented part-time employees will be provided with Life, AD&D and Disability benefit coverage as follows:

**A. Disability Insurance:** This plan shall provide long-term disability coverage \$4,000/month or 60% of the employee's salary, whichever is less, after a ninety (90) day waiting period. Additional costs shall not be subject to payment by the City.

**B. Life Insurance:** This plan provides a term life insurance benefit in the amount of \$50,000 and shall include an accidental death and dismemberment benefit. The actual amount is subject to plan requirements.

**Section 17.2. – Medical, Dental, Vision, and Prescription Insurance:** All eligible regular full-time, represented seasonal and represented part-time employees will be provided with the following medical, dental and vision insurance plan options:

A. **Medical Insurance Plans:** The Preferred Provider Organization (PPO) plan shall be substantially comparable to the medical insurance plan currently offered by the City through Aetna Open Choice PPO Plan. Employees may, at their option, select the City's HMO plan offered through Kaiser Permanente.

B. **Dental Service Plans:** The primary plan shall be substantially comparable to the Oregon Dental Service's "Incentive Dental Program," which includes coverage for orthodontic, crown, and inlay services. Employees may, at their option, select Kaiser dental coverage regardless of whether they have Kaiser or Aetna medical insurance.

C. Vision Plan: This plan shall be substantially comparable to the VSP Vision Plan currently offered by the City. Employees who select the City's HMO plan will have vision coverage through Kaiser Permanente.

**Section 17.3. - Premium Cost Sharing:** For regular full-time and represented seasonal employees the City will pay:

- 90% of the tiered monthly premium cost of the medical insurance plan they have selected;
- 100% of the premium cost for the dental plan they have selected; and
- 100% of the premium for the vision insurance plan, unless the employee is on the City's HMO plan.

Represented seasonal employees shall be entitled to receive the same contribution for insurance benefits as full-time employees while employed.

**Section 17.4 – Part-Time Employees:**

Except as set forth below, the City shall provide represented part-time employees prorated medical, dental and vision insurance plan premiums as follows:

For medical coverage, the City will pay a prorated amount of the selected medical plan premium, proportionate to the amount of hours worked compared to full-time employment. When the premiums for the City's HMO Plan and the City's PPO Plan differ by 10 percent (10%) or more, the City shall pay the prorated amount of the comparable elected coverage tier in the higher-premium plan, to be applied to the lower-premium plan, for those employees that select the lower-premium plan.

For dental coverage, the City will pay a prorated amount of the selected dental plan premium, proportionate to the amount of hours worked compared to full-time employment. Represented part-time employees who choose to participate in one (1) of the dental plans only, and do not select medical coverage shall have 100% of their dental premium paid by the City.

Employees will be responsible for the difference between the prorated premium amounts paid by the City and the total premium, and will pay the monthly amount through a payroll deduction. In the event of non-payment or insufficient wages to cover the premium, an employee who is eligible for health insurance as described in this Article, must pay their share of the premium directly to the City.

To calculate the proration percentage, the City will compute the proportion of hours worked by the part-time employee compared to the hours of a full-time employee for the preceding six (6) month (January 1<sup>st</sup> through June 30<sup>th</sup> or July 1<sup>st</sup> through December 31<sup>st</sup>) period.

For new hires or employees who otherwise become represented part-time employees during a six (6) month period, the contribution to be paid by the City will be based on the hours the employee is scheduled to work during that period. However, at the beginning of the next six (6) month period, the City's contributions will be based on the average number of hours the employee



worked for each full month of employment completed during the preceding partial six (6) month period.

If a represented part-time employee's regularly scheduled hours are changed on an on-going basis, the employee may submit a written request for a contribution adjustment to Human Resources. Adjustments will become effective at the beginning of the following month and be based on the hours the employee is scheduled to work for the remainder of that six (6) month period.

For the purpose of this Article, "hours worked" shall include the time an employee is absent from their regularly scheduled shift on vacation, holiday, sick leave, compensatory time, protected leave (FMLA/OFLA/PLO) or approved leave of absence.

The minimum percentage of premium costs for part-time employees shall be at least the same percentage as for full-time employees.

**Section 17.5. - Continuation of Benefits:** An employee will continue to receive medical, dental, vision, disability and life insurance benefits through the City's payment of its portion of the premium costs during the time they are:

- A. On paid status (hours worked or any paid leave) at least twenty (20) hours in the month or on FMLA, OFLA or PLO leave, whichever is greater; or
- B. Off work due to a compensable on-the-job injury or occupational illness for a period up to one (1) year from the date of original injury or diagnosis, whether or not the employee has any accrued leave time, provided they have timely exercised COBRA rights.

**Section 17.6. - Domestic Partners:** For purposes of this Article, where insurance benefits are extended to "spouses", a registered domestic partner shall be considered a spouse. Children of registered domestic partners shall also be considered family members of an employee. The City shall require the employee to submit the registered certificate of domestic partnership.

In the event any of the City's insurance carriers changes its eligibility rules to restrict domestic partnership coverage, this Agreement will be automatically adjusted to conform with the carrier's eligibility rules. Affected employees and the Union will be notified of the change sixty (60) days prior to the change. In the event the Union demands to bargain over the impact of the change, the City will impact bargain in accordance with Public Employees Collective Bargaining Act (PECBA). The implementation of the change necessary to conform with carrier eligibility rules will not, however, be delayed.

**Section 17.7. - Voluntary Employee Beneficiary Association (VEBA):** The City will continue a Voluntary Employee Beneficiary Association (VEBA) for the employees covered by this Agreement. The City will make contributions of \$50.00 per employee per pay period into employee VEBA accounts.

## ARTICLE 18 - EDUCATION REIMBURSEMENT

**Section 18.1.** Subject to a maximum of twenty-five thousand dollars (\$25,000) per employee, per fiscal year, and the availability of funds, the City will reimburse employees at the rate of one hundred percent (100%) for the cost of books and tuition for any successfully completed academic course which is directly related to their assigned department or a mutually agreed upon career development plan. The course must have prior approval by the respective department head and must be completed with a 2.0 or "C" or better grade. Once such career development plan has been agreed upon by the Department Director, the City will not withhold reimbursement for any course required by such plan. Any books purchased and reimbursed by the City are to be returned to the City and shall be considered City property upon completion of the course. The City will attempt to budget funds to allow employees to utilize the provisions of this Article.

Reimbursement is not available through the City if other compensation is available from other sources, such as the G.I. Bill, LEEP, or other similar programs.

A further stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of one (1) year after completion of the course(s) provided. Voluntary separation from the City, prior to the end of this one-year period, will require that the employee reimburse the City the prorated portion of the education reimbursement amount received. The employee will be credited one-twelfth (1/12th) of the amount received for each month of completed employment after completion of the course for which reimbursement was made (For example, an employee who has received educational reimbursement for a course, but completes only six (6) months of employment following completion of that course will be responsible for reimbursing the City for one half (1/2) of the reimbursement received.) The City may recover the reimbursement through deduction from the employee's final paycheck or through other legal means to the extent permitted by law.

It is acknowledged that the federal government sets the maximum amount allowed for employer-provided educational assistance to be exempted from being taxed as wages. Tuition reimbursement in excess of this federally established maximum will be taxable as wages consistent with applicable law. The City is not responsible for any employee's tax liability as a result of tuition reimbursement.

**Section 18.2. - Licenses, Certifications and Continuing Education:** The City agrees to pay license and certification fees and costs incurred by employees, including books and materials approved by the supervisor. The licenses and certifications must be related to employment and approved by the supervisor.

Employees are responsible for renewing and maintaining certificates they acquired as qualifications for the job they hold. If such a required certificate lapses solely because of an employee's action or inaction the employee shall be subject to discipline. Employees for whom the City advances training costs to obtain their CDL are subject to the conditions set forth in section 18.3 below.

**Section 18.3. – Commercial Driver’s License (CDL) Licensure:** New hires who do not have a valid CDL at the time of hire into a CDL required position must obtain one within their probationary period. The City will pay the third-party costs for that employee to attend any required Entry-Level Driver Training by a trainer designated on the FMCSA Training Provider Registry. As a condition of the City advancing these training costs to attend Entry-Level Driver Training, the employee will be required to sign a written agreement that they will remain employed by the City for one (1) year after obtaining their CDL. Voluntary separation from the City, prior to the end of the one (1) year period, will require that the employee reimburse the City the prorated portion of the CDL training costs advanced by the City. The employee will be credited with one-twelfth (1/12<sup>th</sup>) of the amount received for each month of completed employment after they obtain their CDL. The City may recover any unpaid portion of the reimbursement through deduction from the employee’s final paycheck or through other legal means to the extent permitted by law.

### **ARTICLE 19 - UNIFORMS AND CLOTHING**

**Section 19.1.** The City agrees to provide full-time and represented seasonal employees in the Public Works Department, in Facilities Maintenance, in Parks Maintenance, at the Water Treatment Plant, Inspection Services, Code Enforcement, and any job classifications added at the discretion of the Department Director, the following clothing (excluding staff who primarily perform desk functions):

- A. New employees shall purchase pants and be provided new logoed shirts, vests, sweatshirts and/or other clothing not to exceed two-hundred and fifty dollars (\$250) per fiscal year. The color and style of the uniform is at the discretion of the City. The employee shall maintain the uniform.

Replacement uniforms may be purchased by the City or reimbursement provided to the employee based upon the condition of the clothing. Replacement costs shall not exceed two-hundred and fifty dollars (\$250) annually per fiscal year (July 1 - June 30).

- B. One (1) pair of coveralls which are to be replaced by the City when not serviceable.
- C. One (1) pair of safety boots (shoes) not to exceed an amount of two-hundred and fifty dollars (\$250) per fiscal year. An employee, at the employee’s option, may use part of their two-hundred and fifty dollar (\$250) clothing allowance towards the purchase of one or more pairs of safety boots. An employee may also use money not used on safety boots (shoes) to purchase work clothes. Safety boots or shoes will be replaced by the City when not serviceable, but not more than once per fiscal year.
- D. One (1) set of rain gear will be provided and maintained by the City. Rain gear will be replaced by the City when not serviceable.

- E. One (1) heavyweight coat which is to be maintained by the employee and replaced by the City when not serviceable. The quality of the coat shall be mutually agreed to between the City and the Union.
- F. One (1) pair of insulated coveralls when requested which will be replaced at least every three (3) years. Insulated coveralls shall be cleaned by the City.
- G. When requested, the City shall provide heavy duty work gloves.
- H. Part-time employees shall be provided paragraphs #b, c, d and g.

**Section 19.2.** The City agrees to provide employees in Engineering, and any job classifications added at the discretion of the Department Director, the following items (excluding staff who primarily perform desk functions):

- A. One (1) pair of safety boots (shoes) not to exceed an amount two-hundred and fifty dollars (\$250) per fiscal year. Safety boots or shoes will be replaced by the City when not serviceable, but not more than one (1) time per fiscal year.
- B. One (1) set of rain gear which will be provided and maintained by the City. Rain gear will be replaced by the City when not serviceable.
- C. One (1) heavyweight coat which is to be maintained by the employee and replaced by the City when not serviceable. The quality of the coat shall be mutually agreed to between the City and the Union.

**Section 19.3.** All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the employee's supervisor.

**Section 19.4.** All clothing and uniforms provided in this Article are considered City property and shall be returned to the City upon separation from employment, except for boots.

**Section 19.5.** Employees who are regularly required to wear safety glasses, have a current prescription for corrective vision, and wear glasses shall be reimbursed up to two-hundred dollars (\$200) for prescription safety glasses every two (2) years.

**Section 19.6.** Employees not eligible for logo gear may request a name tag that includes the City logo, the employees name, and their title, to be worn at any time while working in the field.

## ARTICLE 20 - PROBATION AND SENIORITY

**Section 20.1. – Initial Probationary Periods:** Employees in regular positions covered by this Agreement will serve an initial probationary period of six (6) months of employment. Employees who do not have a valid Commercial Driver’s License (CDL) at time of hire and attend a training to get their CDL pursuant to Section 18.3, will have their initial probationary period extended by the time they are away from work to attend the training. An employee’s initial probationary period may be extended for other reasons for up to six (6) months with the mutual written agreement of the City and the Union. Written agreement may be confirmed via email exchange. The employee shall be notified of any extension and the reasons for the extension. During this period, an employee may be discharged at the sole discretion of the City without reason or cause being shown and without recourse through the grievance procedure.

**Section 20.2. – Promotional and Transfer Probationary Periods:** An employee, who has been promoted or transferred into another bargaining unit classification, shall serve a probationary period of six (6) months in that job classification. The City may waive this probationary period for transferred employees. If an employee fails to satisfactorily complete probation as determined by the City, they shall be returned to their former classification and rate of pay without reason or cause being shown and without recourse to the grievance procedure. A promoted or transferred probationary employee who has completed their probationary period under Article 20.1 shall not be discharged without just cause.

Any employee bumped out of a position due to a promoted or transferred employee returning to their prior position will be laid off and not subject to the provisions under Article 16, but will have recall rights for a period of twenty-four (24) months should that same position become available. Recall rights are not extended to any other position.

**Section 20.3.** An employee’s seniority is determined by their length of continuous service in the bargaining unit since last date of hire in a position represented by the Union. Time spent in military leave, paid leaves, PLO, OFLA, FMLA leave, whether paid or unpaid, and duty-connected disability leave and worker’s compensation leave shall be included in determining length of service. If two (2) employees have the same seniority date, seniority will be determined by the date of hire with the City. If two (2) employees have the same date of hire with the City, the selection will be determined by the flip of a coin. The employee with the first birthday of the year shall choose their side of the coin.

**Section 20.4. – Breaks in Seniority:** An employee shall lose all seniority and the employment relationship will be severed if any of the following events occur:

- A. Voluntary resignation or retirement;
- B. Discharge of an employee who has completed probation for just cause or discharge of a probationary employee at will;
- C. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than twenty-four (24) months;

- D. Failure to notify the City of intent to return to work pursuant to a recall notice or by declining recall as set forth in Article 16;
- E. Failure to report to work upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven (7) business days of receipt of notice of a limited or a full medical release to return to work;
- F. Absence from work due to an on the job injury or on the job illness for up to three (3) years from original date of injury or illness in accordance with applicable law;
- G. Transfer or promotion to a position that is outside the bargaining unit, unless the employee is returned to a bargaining unit position during their probationary period, as set forth in Section 20.5; or
- H. Failure to return from military leave, in accordance with applicable law.

**Section 20.5.** Employees who are transferred or promoted to positions outside the bargaining unit, but are allowed by the City to return to their former position within six (6) months of the date of transfer or promotion will return with their bargaining unit seniority restored. Employees who are returned to the bargaining unit after a transfer or promotion outside the bargaining unit do not have the right to bump their replacements.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

**Section 21.1.** Except as set forth below, regular status employees covered by this Agreement shall not be disciplined or discharged except for just cause. For the purpose of this Agreement, "discipline" shall be defined as actions that result in a written reprimand, the suspension of an employee, the reduction of an employee's pay, the demotion of an employee, or the discharge of an employee. Alleged violations of this Article shall be subject to the grievance procedure (Article 23) with the exception of the written reprimand which can only be grieved as far as Step 3. It is, however, understood and agreed that if the City relies on a written reprimand to establish progressive discipline to support more serious disciplinary action and the written reprimand has been grieved as far as Step 3, the reprimand may be arbitrated as part of any arbitration of the more serious disciplinary action. The City shall furnish to the employee and the Union a statement of disciplinary action taken and the reasons for such action.

This Article shall not apply to any employee on initial probation.

Disciplinary action shall be done in a manner which will not embarrass an employee before other employees or the public.

## ARTICLE 22 – SUBCONTRACTING

**Section 22.1.** The City shall have the exclusive right to subcontract work performed by employees; however, prior to the effective date of pending layoff, the City shall:

- A. Notify the Union ninety (90) days prior to its decision to contract out any work currently performed by bargaining unit members if the contracting of work results in a layoff of a bargaining unit member(s). The Union shall be provided with the City’s rationale for contracting out the work including supporting economic justification for the proposal. The Union shall have sixty (60) days to submit a counter-proposal for consideration by the City.
- B. Give the affected employee(s) not less than six (6) months’ notice of possible layoff unless only seasonal and part-time employees are affected in which case a minimum of three (3) months’ notice shall be given.
- C. Following said notice, provide the employee with four (4) hours per month paid leave upon employee’s attendance at formal vocational rehabilitation activities. Educational reimbursement may apply to cover the cost of such rehabilitation (see Article 18). Total paid leave shall not exceed twenty-four (24) hours.
- D. Attempt to relocate the employee to another position for which the employee is qualified within the City service.

## ARTICLE 23 - GRIEVANCE PROCEDURE

**Section 23.1.** It is the intention of the parties to this Agreement that all disputes involving the interpretation, application or violation of contract language be settled by their submission to the grievance procedure as set forth below.

Employees shall first attempt to resolve disputes involving the interpretation, application or violation of contract language informally.

Employee terminations that the Union elects to grieve shall begin at Step 3 in the grievance process, upon mutual written agreement, and will be filed within fifteen (15) days from the imposed discipline.

**Step 1. Supervisor** - The Union, or any employee with notice to the Union, shall claim a breach of this Agreement by filing a grievance to the employee's immediate supervisor. Grievances must be in writing and must be submitted to the employee’s supervisor within fifteen (15) days from the occurrence of the incident giving rise to the grievance or the employee's knowledge thereof, whichever occurs later. The written grievance shall include:

- A. A statement of the grievance and relevant facts;
- B. Identification of the provision(s) of the Agreement violated; and

C. Remedy sought.

The supervisor shall respond to the grievance in writing within ten (10) days.

**Step 2. Department Director** - Within ten (10) days from the date of the supervisor's response, if the grievance remains unresolved, the grievance may be appealed to the Department Director. All appeals to the Department Director must be made in writing. The Department Director may, at their discretion, schedule a meeting with the aggrieved party, who may request representation at the meeting. The Department Director shall respond to the grievance in writing within ten (10) days of receipt of the appeal, or in the event a meeting is scheduled, within ten (10) days of the meeting.

**Step 3. City Manager** - Within ten (10) days from the date of the Department Director's response, if the grievance remains unresolved, the grievance shall be appealed to the City Manager or a person designated by the City Manager. All appeals to the City Manager or designee must be made in writing. The City Manager or designated representative shall meet with the grievant, if available, and their Union representative, or in the case of a "class action" grievance affecting more than one employee with the Union and shall respond to the grievance in writing within ten (10) days after the meeting. In the event the grievant is not available, the City may delay the Step 3 meeting.

**Step 4. Arbitration** - If the grievance is not resolved within ten (10) days the date the City Manager/designee's written response is received by the employee and the Union, the Union shall notify the City of its intent to arbitrate. Notice of intent to arbitrate must be submitted within ten (10) days of receipt of the City Manager/designee's response.

The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree as to the arbitrator within ten (10) days, the arbitrator shall be chosen in the following manner:

- A. A list of seven (7) arbitrators in Oregon and/or Washington shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one is left. (The party designated to strike the first name will be determined by the flip of a coin.) The remaining name shall be the arbitrator. One (1) day will be allowed to complete the striking of names.
- B. The arbitrator shall render a decision within thirty (30) days from the close of the hearing. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. The powers of the arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and determining if it has been violated. The arbitrator shall have no authority or jurisdiction to add to, amend, modify or revise the Agreement.



- E. The Union agrees that contract violation grievances shall be pursued either through the grievance procedure or as an unfair labor practice, but not both.

Any time limits specified in the grievance's procedure may be waived in writing by mutual consent of the parties. Failure of an employee or the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a response within the specified time will automatically move the matter to the next step in this procedure.

A grievance may be terminated at any time upon receipt of a signed statement from the Union.

For purposes of this Article, "days" shall mean Monday through Friday, during normal City business hours, excluding holidays recognized under Article 11 of this Agreement. For the purpose of this Agreement, all references to "business days" shall have the same meaning.

## **ARTICLE 24 - PERSONNEL FILE**

**Section 24.1.** Each employee shall have the right, upon request, to review and obtain, electronic copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City. There shall be only one personnel file and it shall be maintained by the Human Resources Department.

**Section 24.2.** When a disciplinary item is placed in an employee's personnel file, the City shall at that time provide a copy of the item to the employee. An employee may respond to any item placed in their personnel file and the employee's response shall become a part of the file. All formal disciplinary actions shall be recorded in the employee's personnel file.

**Section 24.3.** All employment inquiries from prospective employers of current employees shall be referred to the Human Resources Department for a response unless otherwise requested by the employee.

**Section 24.4.** Oral reprimands, which have been documented in writing, and written reprimands shall be considered to have been expunged at the end of eighteen (18) months from the time the reprimand was dated, provided there is no subsequent related reprimand or disciplinary action taken during the intervening period of time. Documents related to violation of the Drug and Alcohol Policy shall be retained for twenty-four (24) months but shall be considered to have been expunged after twenty-four (24) months absent a further violation. All other disciplinary documents shall be considered to have been expunged from the employee's personnel file at the end of three (3) years from the date of the disciplinary action, provided no other disciplinary action has been taken; in which case, the documents shall be considered to have been expunged three (3) years from the most recent disciplinary action.

**Section 24.5.** Documents that shall have been considered to be expunged pursuant to Section 24.4, shall be sealed in an envelope and not physically destroyed to comply with the Oregon Public Records Law and will be maintained by the Human Resources Department. Except as set forth

below, such documents will not be used against an employee for the purpose of progressive discipline, but may be used in any civil or administrative proceedings. Employees may request for the expunged records to be removed from their file.

The City may also use such documents in arbitration proceedings only if the Union uses the argument that the City failed to be consistent in its disciplinary actions, lax enforcement of rules, make the employee aware of the policy or standard in question, or if the City discriminated against the employee. The City may also use such documents to show compliance with legal obligations if the Union or employee claims non-compliance with a legal obligation.

The Union will have equal access, upon request, to these files for the same purposes.

**Section 24.6.** Where a performance evaluation contains direct references to disciplinary actions which have been expunged, pursuant to Section 23.4, such references shall be removed, at the same time intervals, from the evaluation upon request of the employee. The original evaluation shall be sealed and maintained as provided in Section 24.5.

**Section 24.7.** Any performance related materials maintained by a supervisor or manager regarding an employee shall be dated and may be viewed by that employee at their request.

**Section 24.8.** Personnel files for employees who are hired on or after July 1, 2018 will include a dated position description effective for when they were hired. The City will notify the Union of changes in job descriptions, as required by the Public Employee Collective Bargaining Act (PECBA).

## **ARTICLE 25 – TRAINING AND CONFERENCES**

**Section 25.1.** Except as set forth in Section 25.2 below, when employees are required to participate in any training or conference outside their regular work schedule, such hours shall be considered hours worked and compensated at the overtime rate. Employees will not be compensated for time spent participating in social activities related to such training or conference outside their regular work schedule.

**Section 25.2.** Employees may be required by their supervisor to flex their time, per Section 6.1 and Section 7.2, during the workweek in which a training or conference occurs to avoid the payment of overtime.

**Section 25.3.** Commuting time shall also be considered hours worked, consistent with applicable law. When an employee is required to attend a training or conference at a location that is closer to their home than the employee's regular work site, the employee may be directed by the City to report directly to the training or conference site. In this situation the employee will not be compensated for time spent commuting to and from their home and the training or conference site, unless it is during the course of their working hours.

## ARTICLE 26 - MEAL ALLOWANCE

**Section 26.1.** Any employee required to work unexpectedly (less than 24 hours' notice) for four (4) hours or more beyond the employee's regular shift for a 5/8 shift or two (2) or more hours for a 4/10 shift, shall be provided a meal at the expense of the City, or at the option of the City shall be reimbursed up to Fifteen Dollars (\$15.00) for the actual cost of the meal. If an employee works a flexible schedule, the employee shall provide their own meal.

## ARTICLE 27 – LABOR-MANAGEMENT COMMITTEES

**Section 27.1.** The City and the Union agree that labor-management committees are an important way of sharing information and resolving issues of mutual concern. The City and the Union agree to continue the Employee Benefits Committee which, in addition to its current concerns, will consider the purchase of health care plans, alternative health care, and benefits. At the request of either the City or the Union, the City and Union may form labor-management committees to consider changes, including but not limited to changes in City policy, work site safety issues, the implementation of salary studies, and other issues of importance to the City and the Union. Each labor-management committee will be established and meet as reasonably necessary to share and resolve issues of mutual concern in a collaborative manner.

**Section 27.2.** The City and Union agree to participate in a Benefits Committee whose scope of work will be to research insurance designs, options, and funding arrangements. The Benefits Committee will make recommendations to the City Manager who has the sole discretion to accept or reject any recommendation from the Benefits Committee. The Benefits Committee will meet as needed, but not less than quarterly unless by mutual agreement. The Union will designate up to three (3) members to actively participate in the Benefits Committee.

## ARTICLE 28 - PERFORMANCE EVALUATIONS

**Section 28.1. – Initial Probation and Annual Evaluations:** Each employee may receive a written performance evaluation prior to and upon completion of their initial probationary period and on an annual basis.

If an employee does not receive an annual performance evaluation, the employee's performance during that year will be considered to be satisfactory.

**Section 28.2. – Promotion and Transfer Evaluations:** Employees who are promoted or transferred into another bargaining unit job classification shall receive a performance evaluation prior to completing their probationary period in the new classification.

## ARTICLE 29 - WORKING OUT OF CLASSIFICATION

**Section 29.1.** An employee assigned by their supervisor, Department Director or their designee to perform the duties of a higher paid position in the bargaining unit shall be compensated at seven percent (7%) above their current salary, for actual hours worked.

**Section 29.2. Acting in Capacity:** An employee may be assigned by the Department Director or their designee to perform the duties of a higher paid “manager/supervisory” position in the manager/supervisor’s absence. In such case, the employee shall be paid at the first step of the higher pay range, or the first step that is at least ten percent (10%) above the employee’s base wage, for actual hours worked.

**Section 29.3.** In no event will the employee be paid above the salary range of the higher paid position.

## ARTICLE 30 - UNION REPRESENTATION

**Section 30.1.** The Union agrees that its members will not solicit membership in the Union, or otherwise carry on Union activities or business during paid worktime, except as specifically provided in Section 30.2 of this Agreement. Union members are not allowed to use City vehicles to attend Union meetings, unless the employee is closer to the Union meeting location than they are to their normal office location or such use is approved in advance by the employee’s supervisor.

**Section 30.2. - Union Activities on Duty:** Designated representatives may engage in the following activities during their regularly scheduled work hours without a loss in compensation, seniority, leave accrual or any other benefits:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the Union (up to two (2) designated representatives in addition to an AFSCME representative will be entitled to be present);
- B. Attend investigatory meetings for subject of the investigation and due process hearings involving represented employees (only one (1) designated representative in addition to an AFSCME representative will be entitled to be present);
- C. Participate in or prepare for the Public Employee Collective Bargaining Act (PECBA) and grievance-arbitration proceedings;
- D. Act as a representative of the Union for purposes of bargaining successor agreements (up to seven (7) designated representatives in addition to an AFSCME representative will be entitled to be present);
- E. Attend labor-management meetings;
- F. Provide information regarding the Agreement to newly hired employees in accordance with Article 3.9; and
- G. Engage in other union activities in accordance with ORS 243.798. The parties will strive to schedule meetings at times that will minimize disruption to operations.

The Union shall be entitled to ten (10) designated representatives (which includes Executive Board members) at any given time who may process grievances, attend grievance meetings and conduct investigations of potential violations of the Agreement.

Union representatives must report paid time spent in Union activities on their on-line time sheets under the pay code "Union Activities" computed to the nearest fifteen (15) minutes. All paid Union activities must be conducted during an employee's regular working hours, unless approved by the Human Resources Director.

**Section 30.3. - Bulletin Boards:** The City shall provide adequate space on one bulletin board in each work location for the posting of Union notices. Such notices shall be of a nonpolitical and non-inflammatory nature.

**Section 30.4. - Notification Obligations:** The Union agrees to notify the City's Human Resources Director in writing of any changes in the Union's Executive Board and other designated representatives. Notice may be provided by email.

### **ARTICLE 31 - FILLING OF VACANCIES**

**Section 31.1.** The City agrees to post vacancies on the bulletin board in Public Works and the Library and to announce vacancies on the City's website and, by e-mail where practical, to all regular full-time and part-time employees, except vacancies for department directors, and other positions not represented by Union.

Vacancies will be posted for a minimum of ten (10) business days prior to the closing of applications. Bargaining unit members who apply and meet the minimum qualifications for job vacancies shall receive an interview for the position. In the event employees are interviewed during their regular work schedule, they will be paid. Employees will not be paid for interviews conducted outside their regular work schedule. Upon request, bargaining unit members who received an interview, but were not selected for the vacant position, will be given the opportunity to discuss how they can become a stronger candidate.

Additional exceptions include personnel change actions as listed in Appendix B.

**Section 31.2.** When the City decides to post internally, only regular status full-time, part-time, and on-call employees will be eligible to apply.

### **ARTICLE 32 - SEASONAL EMPLOYEES GENERALLY**

**Section 32.1.** A regular status seasonal employee shall be eligible for a salary increase upon returning to the City in the same job classification for the next season, up to and including step 6.

**Section 32.2.** A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10)

calendar days advance notice of the end of the season, except when conditions are beyond the control of the City.

**Section 32.3.** Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their employment season, except as otherwise modified by this Agreement.

**Section 32.4. - Seasonal Layoffs:** Seasonal employees who are laid off before the end of the season shall be laid off in the inverse order of seniority (least senior laid off first), provided the senior employee possesses the skills, ability and qualifications to perform the work remaining. At the completion of a season, all seasonal employees shall be laid off without regard to seniority. However, any extensions of the season shall be offered to employees based on seniority (most senior first), provided those retained possess the skills, ability and qualifications to perform the work remaining. Regular status seasonal employees laid off at the end of the season shall be placed on the reemployment list in order of seniority and shall be recalled the following season in order of seniority (most senior first) to the extent that work is available to be performed. The City and Union agree that the provisions of this Section apply only to seasonal layoffs. Permanent or ongoing layoffs of bargaining unit employees are governed by Article 16 of this Agreement.

**Section 32.5.** All other provisions of this Agreement not specifically modified above shall apply to seasonal employees.

### **ARTICLE 33 - EMPLOYEE RECOGNITION**

**Section 33.1.** In appreciation for the service provided by long-term employees, the City shall present service pins to those employees who have been employed by the City at intervals of five (5) years. The presentation of these pins shall be by the Department Director or their designee.

### **ARTICLE 34 - SAVINGS CLAUSE**

**Section 34.1.** The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, or becomes contrary to law or regulation that provision shall become null and void. The validity of the other provisions of this Agreement shall remain in effect. It is the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. The parties shall negotiate the impact of any change required as a result of application of this savings clause in accordance with the Public Employee Collective Bargaining Act (PECBA).

### **ARTICLE 35 - FUNDING CLAUSE**

**Section 35.1.** The City agrees to budget all monies necessary to fund this Agreement. However, in the event the City is unable to fund the economic requirements of this Agreement due to voter disapproval and/or legislative changes, the parties agree to reopen negotiations.

**ARTICLE 36 - AMENDMENT AND CLOSURE CLAUSE**

**Section 36.1.** This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the Union where mutually agreeable.

**ARTICLE 37 - TERM OF AGREEMENT**

**Section 37.1.** Except as set forth in Section 37.3 below, this Agreement shall be effective January 1, 2024 and shall remain in full force and effect until June 30, 2027.

**Section 37.2.** This Agreement shall automatically reopen on February 1, 2027 for negotiation of a successor Agreement. If negotiations of a successor Agreement are not concluded within one hundred and fifty (150) days of the commencement of bargaining, the parties may avail themselves of the dispute resolution process as provided in ORS 243.712-732.

**Section 37.3.** In the event the Affordable Care Act excise tax is or may be triggered, either party may reopen Article 17 for negotiations. However, in the event the excise tax is not ultimately triggered, Article 17 shall continue in effect.

The purpose of the reopener will be to discuss changes necessary to avoid the excise tax and explore options for utilizing any savings generated to the City to reduce the impact of such changes on bargaining unit employees.

**Section 37.4.** In the event that paid family leave is or may be triggered, the parties agree to reopen Article 13 for negotiations. However, in the event that paid family leave is not ultimately triggered, Article 13 shall remain in effect.

IN WITNESS THEREOF, said parties to this Agreement have set their hands and seals this 3rd day of September, 2024.

CITY OF LAKE OSWEGO

LAKE OSWEGO MUNICIPAL  
EMPLOYEES' ASSOCIATION, LOCAL  
1456 OF AFSCME COUNCIL 75 AFL-CIO

By: \_\_\_\_\_  
Martha Bennett  
City Manager

By: \_\_\_\_\_  
Chris Johnson  
AFSCME Council Representative

By: \_\_\_\_\_  
Scott Symer

By: \_\_\_\_\_  
Ellen Davis

By: \_\_\_\_\_  
Rick Lyons

By: \_\_\_\_\_  
Patricia Wright

By: \_\_\_\_\_  
Cole Trusty

By: \_\_\_\_\_  
Jeff Williamson

By: \_\_\_\_\_  
Austin Martinez



City of Lake Oswego - 07/1/2024 Compensation Plan

Listing of LOMEA Classifications (07/01/2024 - 06/30/2025)

Grade	Classification Title	Job Code	Status	Foot-note		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
104	<i>Apprentice Golf Professional</i>	5017	LOMEA	2,9	Hourly	21.13	22.22	23.30	24.50	25.71	26.99
104	<i>Library Assistant I</i>	1010	LOMEA	2	Semi-Monthly	1,831.34	1,925.81	2,019.41	2,123.42	2,228.29	2,339.22
104	<i>Office Assistant</i>	1005	LOMEA	2,9	Monthly	3,662.68	3,851.62	4,038.82	4,246.84	4,456.58	4,678.44
104	<i>Office Assistant (ACC)</i>	1007	LOMEA	2,9	Annually	43,952.16	46,219.44	48,465.84	50,962.08	53,478.96	56,141.28
106	<i>Accounting Specialist I</i>	1030	LOMEA	2,9	Hourly	23.10	24.28	25.48	26.79	28.10	29.49
106	<i>Assistant Utility Technician</i>	4005	LOMEA	2,9	Semi-Monthly	2,002.08	2,104.35	2,208.35	2,321.89	2,435.43	2,555.90
106	<i>Asst. Utility Technician (ACC)</i>	4006	LOMEA	2,9	Monthly	4,004.16	4,208.70	4,416.70	4,643.78	4,870.86	5,111.80
106	<i>Head Cook</i>	4007	LOMEA	2	Annually	48,049.92	50,504.40	53,000.40	55,725.36	58,450.32	61,341.60
114	<i>Administrative Support I</i>	1025	LOMEA	2	Hourly	23.61	24.75	25.98	27.28	28.71	30.14
114	<i>Library Assistant II</i>	1015	LOMEA	2	Semi-Monthly	2,046.28	2,145.08	2,251.69	2,364.36	2,488.30	2,612.23
114	<i>Permit Technician I</i>	1038	LOMEA	2,9	Monthly	4,092.56	4,290.16	4,503.38	4,728.72	4,976.60	5,224.46
					Annually	49,110.72	51,481.92	54,040.56	56,744.64	59,719.20	62,693.52
119	<i>Clerk Librarian</i>	5005	LOMEA	2,9	Hourly	23.84	25.00	26.46	27.57	28.95	30.39
					Semi-Monthly	2,066.21	2,166.75	2,293.29	2,389.49	2,509.10	2,633.90
					Monthly	4,132.42	4,333.50	4,586.58	4,778.98	5,018.20	5,267.80
					Annually	49,589.04	52,002.00	55,038.96	57,347.76	60,218.40	63,213.60
121	<i>Accounting Specialist II</i>	1035	LOMEA	2,9	Hourly	25.03	26.30	27.58	28.97	30.44	31.97
					Semi-Monthly	2,169.35	2,279.42	2,390.36	2,510.83	2,638.23	2,770.84
					Monthly	4,338.70	4,558.84	4,780.72	5,021.66	5,276.46	5,541.68
					Annually	52,064.40	54,706.08	57,368.64	60,259.92	63,317.52	66,500.16
123	<i>Engineering Aide</i>	2000	LOMEA	2,9	Hourly	25.80	27.09	28.43	29.85	31.34	32.94
123	<i>Librarian I</i>	5010	LOMEA	2,9	Semi-Monthly	2,236.09	2,347.89	2,464.03	2,587.10	2,716.24	2,854.91
123	<i>Planning Aide</i>	2005	LOMEA	2,9	Monthly	4,472.18	4,695.78	4,928.06	5,174.20	5,432.48	5,709.82
					Annually	53,666.16	56,349.36	59,136.72	62,090.40	65,189.76	68,517.84

**LOMEA**  
**Effective 7/1/2024**

City of Lake Oswego - 07/1/2024 Compensation Plan

Listing of LOMEA Classifications (07/01/2024 - 06/30/2025)

Grade	Classification Title	Job Code	Status	Foot-note		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
110	Administrative Support II	1055	LOMEA	2	Hourly	26.53	27.87	29.30	30.75	32.28	33.89
110	Client Services Coordinator	1056	LOMEA	2	Semi-Monthly	2,299.36	2,415.49	2,539.43	2,665.10	2,797.71	2,937.25
					Monthly	4,598.72	4,830.98	5,078.86	5,330.20	5,595.42	5,874.50
					Annually	55,184.64	57,971.76	60,946.32	63,962.40	67,145.04	70,494.00
130	Facility Maintenance Technician	4000	LOMEA	2	Hourly	27.10	28.45	29.86	31.41	32.96	34.61
					Semi-Monthly	2,348.76	2,465.76	2,587.97	2,722.30	2,856.64	2,999.65
					Monthly	4,697.52	4,931.52	5,175.94	5,444.60	5,713.28	5,999.30
					Annually	56,370.24	59,178.24	62,111.28	65,335.20	68,559.36	71,991.60
115	Administrative Support III	1064	LOMEA	2	Hourly	27.92	29.32	30.83	32.32	33.91	35.64
115	Parks Specialist	4115	LOMEA	2	Semi-Monthly	2,419.83	2,541.16	2,672.04	2,801.17	2,938.98	3,088.92
115	<i>Project Specialist I</i>	1065	LOMEA	2,9	Monthly	4,839.66	5,082.32	5,344.08	5,602.34	5,877.96	6,177.84
115	Recreation Specialist I	5015	LOMEA	2	Annually	58,075.92	60,987.84	64,128.96	67,228.08	70,535.52	74,134.08
115	Utility Technician	4015	LOMEA	2							
115	Library Person in Charge		LOMEA		Hourly						35.72
					Semi-Monthly						3,095.85
					Monthly						6,191.70
					Annually						74,300.40
								<b>LOMEA</b>			
								<b>Effective 7/1/2024</b>			
137	Accounting Specialist III	1060	LOMEA	2	Hourly	29.05	30.53	32.03	33.68	35.35	37.09
137	Maintenance Technician	4020	LOMEA	2	Semi-Monthly	2,517.76	2,646.04	2,776.04	2,919.05	3,063.78	3,214.59
137	<i>Maintenance Technician LORAC</i>	4023	LOMEA	2	Monthly	5,035.52	5,292.08	5,552.08	5,838.10	6,127.56	6,429.18
137	Planning Technician	2010	LOMEA	2	Annually	60,426.24	63,504.96	66,624.96	70,057.20	73,530.72	77,150.16
137	Water Plant Operator I	4025	LOMEA	2							
143	Digital & Graphic Media Specialist	6010	LOMEA	2	Hourly	29.94	31.45	33.02	34.66	36.38	38.20
143	Engineering Technician I	2015	LOMEA	2	Semi-Monthly	2,594.90	2,725.77	2,861.84	3,003.98	3,153.05	3,310.79
143	Lead Library Assistant	1016	LOMEA	2	Monthly	5,189.80	5,451.54	5,723.68	6,007.96	6,306.10	6,621.58
143	Fleet Technician	5016	LOMEA	1,2	Annually	62,277.60	65,418.48	68,684.16	72,095.52	75,673.20	79,458.96
143	Park Ranger	4136	LOMEA	2							
143	Senior Parks Specialist	4130	LOMEA	2							
143	Senior Utility Technician	4030	LOMEA	2							
143	<i>Technical Support Technician</i>	2016	LOMEA	2,9							

City of Lake Oswego - 07/1/2024 Compensation Plan

Listing of LOMEA Classifications (07/01/2024 - 06/30/2025)

Grade	Classification Title	Job Code	Status	Foot-note		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
148	<i>Business License Rcrds. Specialist</i>	1041	LOMEA	2,9	Hourly	31.17	32.73	34.35	36.08	37.92	39.78
148	Librarian II	5020	LOMEA	2	Semi-Monthly	2,701.50	2,836.71	2,977.11	3,127.05	3,286.53	3,447.73
148	<i>Natural Resources &amp; Stewardship Coordinator</i>	4017	LOMEA	2	Monthly	5,403.00	5,673.42	5,954.22	6,254.10	6,573.06	6,895.46
148	Water Plant Operator II	4040	LOMEA	2	Annually	64,836.00	68,081.04	71,450.64	75,049.20	78,876.72	82,745.52
117	Administrative Assistant	1067	LOMEA	2	Hourly	31.94	33.51	35.15	36.93	38.79	40.74
117	<i>Inventory Control Specialist</i>	4035	LOMEA	2,9	Semi-Monthly	2,768.24	2,904.31	3,046.45	3,200.72	3,361.93	3,530.94
117	Permit Technician II	1039	LOMEA	2	Monthly	5,536.48	5,808.62	6,092.90	6,401.44	6,723.86	7,061.88
117	Recreation Specialist II	6000	LOMEA	2	Annually	66,437.76	69,703.44	73,114.80	76,817.28	80,686.32	84,742.56
117	Support Services Specialist	2017	LOMEA	2							
151	<i>Assistant Planner</i>	2020	LOMEA	2,9	Hourly	32.10	33.71	35.41	37.14	39.06	41.00
151	Engineering Technician II	2025	LOMEA	2	Semi-Monthly	2,782.11	2,921.65	3,068.98	3,218.92	3,385.33	3,553.47
151	<i>Facilities Maintenance Lead</i>	2044	LOMEA	2,9	Monthly	5,564.22	5,843.30	6,137.96	6,437.84	6,770.66	7,106.94
151	Lead Fleet Technician	5018	LOMEA	2	Annually	66,770.64	70,119.60	73,655.52	77,254.08	81,247.92	85,283.28
151	Technical Support Specialist	2027	LOMEA	2							
158	<i>Inspector I</i>	2035	LOMEA	2,9	Hourly	33.75	35.42	37.19	39.08	41.03	43.06
158	<i>Senior Permit Technician</i>	1085	LOMEA	2,9	Semi-Monthly	2,925.11	3,069.85	3,223.26	3,387.06	3,556.07	3,732.01
					Monthly	5,850.22	6,139.70	6,446.52	6,774.12	7,112.14	7,464.02
					Annually	70,202.64	73,676.40	77,358.24	81,289.44	85,345.68	89,568.24
160	City Beautification Specialist	4052	LOMEA	2	Hourly	34.78	36.47	38.29	40.21	42.27	44.34
160	Crew Leader	4057	LOMEA	2	Semi-Monthly	3,014.38	3,160.85	3,318.59	3,485.00	3,663.54	3,842.95
160	Instrumentation Technician	4052	LOMEA	2	Monthly	6,028.76	6,321.70	6,637.18	6,970.00	7,327.08	7,685.90
160	Parks Crew Leader	4157	LOMEA	2	Annually	72,345.12	75,860.40	79,646.16	83,640.00	87,924.96	92,230.80
160	<i>Purchasing Agent</i>	1115	LOMEA	2,9							
160	Water Plant Operator III	4050	LOMEA	2							
162	<i>Inspector II</i>	2037	LOMEA	2,9	Hourly	35.11	36.88	38.73	40.66	42.71	44.81
162	Plans Examiner I	2041	LOMEA	2	Semi-Monthly	3,042.98	3,196.39	3,356.73	3,524.00	3,701.68	3,883.68
					Monthly	6,085.96	6,392.78	6,713.46	7,048.00	7,403.36	7,767.36
					Annually	73,031.52	76,713.36	80,561.52	84,576.00	88,840.32	93,208.32

**LOMEA**  
**Effective 7/1/2024**

City of Lake Oswego - 07/1/2024 Compensation Plan

Listing of LOMEA Classifications (07/01/2024 - 06/30/2025)

Grade	Classification Title	Job Code	Status	Foot-note		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
164	Accountant	1087	LOMEA	2	Hourly	35.88	37.61	39.47	41.43	43.57	45.71
164	Associate Planner	2038	LOMEA	2	Semi-Monthly	3,109.72	3,259.66	3,420.86	3,590.74	3,776.21	3,961.69
164	Code Enforcement Specialist	2034	LOMEA	2	Monthly	6,219.44	6,519.32	6,841.72	7,181.48	7,552.42	7,923.38
164	Communication and Sponsorship Coord.	4033	LOMEA	2	Annually	74,633.28	78,231.84	82,100.64	86,177.76	90,629.04	95,080.56
164	<i>Parks Planner</i>	2033	LOMEA	2,9							
164	Volunteer Coordinator	2023	LOMEA	2							
166	Construction Inspector	4045	LOMEA	2	Hourly	37.24	39.12	41.07	43.14	45.28	47.53
166	Engineering Technician III	2039	LOMEA	2	Semi-Monthly	3,227.59	3,390.53	3,559.54	3,738.94	3,924.42	4,119.43
166	Police Records Lead	1068	LOMEA	2	Monthly	6,455.18	6,781.06	7,119.08	7,477.88	7,848.84	8,238.86
166	<i>Project Coordinator</i>	4061	LOMEA	2,9	Annually	77,462.16	81,372.72	85,428.96	89,734.56	94,186.08	98,866.32
166	<i>Senior Crew Leader</i>	4058	LOMEA	2,9							
166	<i>Senior Parks Crew Leader</i>	4158	LOMEA	2,9							
166	Technical Support Analyst	1080	LOMEA	2							
166	Water Conservation Specialist	2049	LOMEA	2							
167	Inspector III	2040	LOMEA	2	Hourly	37.65	39.50	41.50	43.60	45.74	48.08
167	Instrumentation Technician II	4059	LOMEA	2	Semi-Monthly	3,263.13	3,423.47	3,596.81	3,778.81	3,964.29	4,167.09
167	Water Plant Operator IV	4051	LOMEA	2	Monthly	6,526.26	6,846.94	7,193.62	7,557.62	7,928.58	8,334.18
					Annually	78,315.12	82,163.28	86,323.44	90,691.44	95,142.96	100,010.16
177	ADA Coordinator	2070	LOMEA	2	Hourly	38.79	40.74	42.78	44.91	47.16	49.50
177	<i>Citizen Information Coordinator</i>	2022	LOMEA	2,9	Semi-Monthly	3,361.93	3,530.94	3,707.74	3,892.35	4,087.36	4,290.17
177	<i>Development Project Manager</i>	2048	LOMEA	2,9	Monthly	6,723.86	7,061.88	7,415.48	7,784.70	8,174.72	8,580.34
177	<i>Development Review Planner</i>	2042	LOMEA	2,9	Annually	80,686.32	84,742.56	88,985.76	93,416.40	98,096.64	102,964.08
177	<i>Electrician</i>	4055	LOMEA	2,9							
177	Engineering Program Lead	2026	LOMEA	2							
177	Equity Program Manager	1220	LOMEA	2							
177	<i>Landscape Architect</i>	1076	LOMEA	2,9							
177	Management and Program Analyst	1201	LOMEA	2							
177	Park Analyst/Project Manager	2032	LOMEA	2							
177	Plans Examiner II	2036	LOMEA	2							
177	Senior Code Enforcement Specialist	2063	LOMEA	2							
177	Senior Development Specialist	2062	LOMEA	2							
177	Senior Planner	2030	LOMEA	2							
177	Sustainability Analyst	2041	LOMEA	2							
177	Technical Support Coordinator / Asset Manager	4060	LOMEA	2,9							

**LOMEA**  
**Effective 7/1/2024**

City of Lake Oswego - 07/1/2024 Compensation Plan

Listing of LOMEA Classifications (07/01/2024 - 06/30/2025)

Grade	Classification Title	Job Code	Status	Foot-note		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
536	Chief Surveyor	4075	LOMEA	2	Hourly	40.74	42.76	44.91	47.16	49.50	52.00
536	Lead Electrician	4056	LOMEA	2,9	Semi-Monthly	3,530.94	3,706.01	3,892.35	4,087.36	4,290.17	4,506.84
536	Micro Computer Analyst	1090	LOMEA	2	Monthly	7,061.88	7,412.02	7,784.70	8,174.72	8,580.34	9,013.68
536	Senior Electrical Inspector	2045	LOMEA	2	Annually	84,742.56	88,944.24	93,416.40	98,096.64	102,964.08	108,164.16
184	Associate Engineer	2056	LOMEA	2	Hourly	42.00	44.11	46.27	48.61	51.07	53.58
					Semi-Monthly	3,640.14	3,823.01	4,010.22	4,213.03	4,426.24	4,643.78
					Monthly	7,280.28	7,646.02	8,020.44	8,426.06	8,852.48	9,287.56
					Annually	87,363.36	91,752.24	96,245.28	101,112.72	106,229.76	111,450.72
<p><b>LOMEA</b> <b>Effective 7/1/2024</b></p>											
547	Engineering Development Coord.	5070	LOMEA	2	Hourly	42.91	45.01	47.28	49.60	52.11	54.71
547	Network Engineer	2053	LOMEA	2	Semi-Monthly	3,719.01	3,901.02	4,097.76	4,298.83	4,516.37	4,741.72
547	Public Information Specialist	5072	LOMEA	2	Monthly	7,438.02	7,802.04	8,195.52	8,597.66	9,032.74	9,483.44
					Annually	89,256.24	93,624.48	98,346.24	103,171.92	108,392.88	113,801.28
548	Senior Associate Engineer	2057	LOMEA	2	Hourly	44.94	47.18	49.55	52.02	54.62	57.36
					Semi-Monthly	3,894.95	4,089.09	4,294.50	4,508.57	4,733.92	4,971.39
					Monthly	7,789.90	8,178.18	8,589.00	9,017.14	9,467.84	9,942.78
					Annually	93,478.80	98,138.16	103,068.00	108,205.68	113,614.08	119,313.36

**APPENDIX B**  
**Rationale**

**Personnel Change Action**

**Negotiate  
\$  
(Y/N)**

**Advertise  
(Y/N)**

1. Reclassifying a position not in a job family

- A job is enlarged and given higher level tasks, duties and responsibilities; AND the position is not in a job family OR there is no higher level position within the job family to encompass these changes; OR
- The market for the classification demonstrates a significant shift.

Yes

Yes, when there is no incumbent.

2. Reclassifying an employee in a job family

As a result of gradual changes:

- An employee has taken on responsibilities of a higher level position within a job family that is closely related to the employee's original duties and responsibilities; AND

No

No

NOTE:  
Notify  
LOMEA  
of action.

NOTE: This is a typical reclassification scenario.

- The employee spends the greater percentage of their work time performing the higher level duties; AND

(no probation)

- The higher level duties will remain a part of the employee's regular job duties.

3. Promotional opportunity for new position

- There is a new position; or,
- The City needs to create a position which encompasses duties, responsibilities, skills and other job elements that have not been (or are not currently) aggregated into a City position; AND

Yes

Yes

(6 month probation)

- There are a number of employees who would qualify for the position; AND

	<ul style="list-style-type: none"> <li>• The position is not ‘waived’ from the City’s posting requirements under LOMEA.</li> </ul>		
4. Promotional opportunity for regular position (6 month probation)	<ul style="list-style-type: none"> <li>• The job class exists; there is a vacancy; AND</li> <li>• There are employees who would qualify; AND</li> <li>• The position is not ‘waived’ from the City’s posting requirement</li> </ul>	No	Yes
5. Changing regular position to regular part-time or full-time:	<ul style="list-style-type: none"> <li>• The job class exists; the pay grade does not change; and</li> <li>• There is an incumbent in the position; and</li> <li>• The job requires more or less hours to perform greater or lesser duties within the class spec; and</li> <li>• The incumbent wants to remain in the position with the change in hours; and</li> <li>• There may or may not be other employees interested in the new hours.</li> </ul>	No	No

**APPENDIX C**

**Holiday – Pay/Compensatory Time Schedule**

<b>Employee Status</b>	<b>Recognized and/or Observed Holiday on Employee’s Workday</b>		<b>Recognized and/or Observed Holiday Not on Employee’s Workday</b>	
	<b>Holiday Not Worked</b>	<b>Holiday Worked</b>	<b>Holiday Not Worked</b>	<b>Holiday Worked</b>
Full-time & Seasonal	8 hours pay	8 hours pay + 2 times regular pay for actual hours worked	8 hours Compensatory Time at straight time rate	8 Hours Compensatory Time at straight time rate + 2 times regular pay for actual hours worked
Part-Time Employees	Pay equal to hours scheduled to work that day or pay proportional to total weekly scheduled hours, whichever is greater (maximum of 8 hours)	Pay equal to hours scheduled to work that day (maximum of 8 hours) + Pay for actual hours worked	Compensatory Time at straight time rate proportional to scheduled hours (maximum of 8 hours)	Compensatory Time at straight time rate equal to hours worked that day or proportional to total weekly scheduled hours, whichever is greater (maximum of 8 hours) + Pay equal to hours worked that day

This chart does not pertain to the four (4) hours for the second half of the work day on Christmas Eve or New Year’s Eve. See Section 11.3.



## **APPENDIX D – ALCOHOL AND DRUG TESTING**

### **POLICY STATEMENT**

The City of Lake Oswego is committed to providing a workplace where employees and the general public can safely conduct business. To ensure these standards, the City will not tolerate employees reporting to work with their ability to perform impaired by alcohol, illegal drugs, or inappropriately used prescription or over-the-counter drugs.

#### **Section 1: Applicability**

This Policy applies to all AFSCME/LOMEA (the Union) represented employees.

Employees in safety-sensitive (Department of Transportation [DOT] and Non-DOT) positions must comply with this Policy, and the stricter standards incorporated in this Policy. (See Attachment A for criteria and list of employees in safety-sensitive positions.) DOT regulated employees must also comply with all DOT drug and alcohol testing rules and regulations.

#### **Section 2: Prohibited Conduct**

The following conduct is prohibited:

- (a) Consuming alcohol or using drugs while “on duty” (defined to include breaks or meal periods), operating City vehicles or using City equipment;
- (b) Buying, selling, manufacturing, distributing, dispensing or possessing illegal drugs, while on duty and/or on City property (City property includes all property rented, leased, owned or controlled by the City, including parking lots and adjacent areas. It also extends to City equipment and vehicles on or off City property.);
- (c) Reporting for work or being on duty with a prohibited level of alcohol or drugs present in the employee’s body as set forth in Attachment B;
- (d) Refusing to submit to a required drug or alcohol test; providing an invalid specimen, interfering with any testing procedures; or tampering with any test sample or otherwise failing to comply with rehabilitation conditions or other restriction imposed by a Substance Abuse Professional (SAP) consistent with this Policy (In addition, a safety-sensitive employee who refuses to test will be treated as if they had a breath alcohol concentration of 0.04 and/or tested positive for drugs.);
- (e) Consuming alcohol within four (4) hours prior to performing safety-sensitive job duties for positions that require a commercial driver’s license (CDL);

- (f) Consuming any amount of alcohol within eight (8) hours following an accident in which there is a fatality or a moving violation in connection with an injury or tow-away accident involving an employee with a commercial driver's license, or until the CDL employee undergoes a post-accident test (whichever is first);
- (g) Buying, selling, distributing or possessing alcohol while on the job or on City property, except as permitted under the “Exceptions for Moderate Consumption for Employees 21 Years or Older” section of this Policy;
- (h) Being on standby duty with a prohibited level of alcohol or drugs present in the employee’s body, as set forth in Attachment B;
- (i) Consuming any amount of alcohol between the time notification of testing is issued and the time testing is actually conducted; and/or
- (j) Engaging in any other violation of this Policy.

For purposes of this Policy “drugs” includes all forms of narcotics, depressants, stimulants, hallucinogens, opiates, phencyclidine (PCP), cocaine and cannabis, or any other drug whose sale, purchase, transfer, use or possession is prohibited by law. See Attachment B for prohibited drug testing levels.

“Drugs” does not include lawful prescription and non-prescription medications obtained, used, transferred, possessed, and reported consistently with the label, physician instructions, applicable law and the Medications section of this Policy.

The City will apply this Policy in accordance with the Department of Transportation regulations and applicable law including the State medical marijuana law, as integrated with State disability discrimination law, and the Americans with Disabilities Act.

**Section 3: Medical Marijuana**

The City will not excuse or accommodate recreational marijuana use. The City will also not excuse or accommodate medical marijuana use by employees in DOT or safety sensitive positions. With regard to employees in non-safety sensitive positions, medical marijuana will continue to be treated as a “drug” subject to the prohibitions in paragraphs (a), (b), and (d) of the Prohibited Conduct section of this Policy. Additionally, employees must comply with medication disclosure requirement under this Policy.

**Section 4: Notification of Alcohol Consumption for Unscheduled Work**

In the event an employee who is not on standby is called to report for unscheduled work without at least eight (8) hours advance notice and the employee has alcohol in their system in an amount that they feel may violate section (c) of the Prohibited Conduct section of the Policy, the

employee must disclose that they are unable to report for the unscheduled work for that reason. Employees who make this disclosure will be excused from reporting for work.

### **Section 5: Notification of Convictions**

Employees must notify Human Resources in writing of any conviction for a violation of a criminal drug or alcohol statute occurring in the workplace no later than five (5) calendar days after such conviction. Employees whose jobs require them to drive must also immediately notify the Human Resources Department of any restriction, suspension, or loss of their driver's license due to drugs or alcohol.

### **Section 6: Medications**

It is not the intention of this Policy to prohibit the appropriate use of legally prescribed or authorized drugs or non-prescription medications. However, employees using prescribed drugs or authorized medical marijuana or non-prescription medications are responsible for carefully reviewing side effects warnings, including any warnings pertinent to the effects of use of a combination of substances, and for consulting with their doctor to determine whether there are any side effects that are affecting or will affect the employee's ability to safely and competently perform their job duties. If the employee or their doctor feels that the employee is experiencing any such side effects, the employee may discuss alternative treatment with their doctor and under doctor's instruction discontinue use of prescription, or the employee must notify the Human Resources Department of the substance(s) taken and their side effects before reporting to work or continuing to perform their job duties. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue their work assignment. Marijuana is a federally controlled substance; employees in DOT safety-sensitive positions are not permitted to use it under any circumstance.

Although the lawful use of medication that has been prescribed to an employee is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above will be a violation of this Policy. It is also a violation of this Policy for an employee to use medication inconsistent with the prescription or label, to unlawfully transfer prescription medication (including but not limited to selling or giving prescription medication to another person), and to use medication that is unlawfully obtained (including but not limited to using medication prescribed to another person).

### **Section 7: Consequences of Prohibited Conduct**

Any employee who violates this Policy is subject to discipline up to and including discharge. Violations of this Policy will, however, be evaluated on a case-by-case basis and the level of discipline imposed will be based on the seriousness of the offense, except as described below.

For violation of paragraphs (c), (g) above: for a first violation, the employee shall be referred to a Substance Abuse Professional (SAP) to evaluate the employee, and the employee shall complete

treatment. The SAP determines if the employee has successfully complied with the recommended treatment. The employee shall have a written reprimand placed in their file with a notation that any further violations of the Policy within a four (4) year period following issuance of the written reprimand will result in the employee being subject to discharge. As a limited exception to Article 24.4 written reprimands for violations of this Policy shall be retained in the employee's personnel file for forty-eight (48) months.

In determining the appropriate action, the City shall consider an individual's work record, the seriousness of the violation, the safety-sensitivity of the individual's position, whether the individual's behavior violated any other City policy, whether a sanction or corrective action is permissible under applicable law and any other relevant factors.

Employees in CDL or other safety-sensitive positions whose alcohol test results are between 0.02 and 0.039 cannot be returned to their safety-sensitive position until at least 24 hours have elapsed from the time of their testing.

Employees in CDL or other safety-sensitive positions who test positive for controlled substances, or have a confirmed alcohol test result of 0.02 or above cannot return to their safety-sensitive job-duties until:

- A Substance Abuse Professional (SAP) evaluates the employee, and the employee undergoes education or seeks treatment as recommended by the SAP;
- The SAP determines the employee has successfully complied with the recommended education or treatment;
- The employee passes a return to duty test with an alcohol concentration below 0.02 and/or a negative drug test result.

For all other employees, the same return to duty Policy will apply, except the testing threshold will be .04 rather than .02.

### **Section 8: Exceptions for Moderate Consumption for Employees 21 Years or Older**

Alcohol may be consumed in moderation, i.e. to the cutoff levels references in Attachment B, at City sponsored events and professional functions (including receptions or dinners); at business entertainment meetings held during business hours; or at municipal locations where service of alcohol has been approved in advance by the City. In addition, it will not be considered a violation of this Policy for an employee to be in possession of unopened alcoholic beverages on the job.

Moderate alcohol consumption must not violate any other provisions of this Policy, including remaining professional and fit for duty.

If there is a possibility that employees' consumption of alcohol will render them in violation of laws regulating the operation of motor vehicles, the employees are prohibited from driving-following such meetings or events.

### **Section 9: Types of Tests**

The City will test employees for the substances listed in Attachment B.

#### **Pre-Employment and Pre-Placement**

Applicants who are offered employment in a safety-sensitive position will be tested for drug use as a condition of employment.

Additionally, employees in safety-sensitive positions returning from layoff or seasonal employment will also be required to test for drugs prior to assuming their job duties.

Employment is contingent upon receipt of a verified negative test result from the City's authorized Medical Review Officer (MRO). To ensure validity, the City requires prompt recollection for negative dilute pre-employment tests.

#### **Reasonable Suspicion**

Any employee of the City may be required to undergo testing for drugs and/or alcohol with 'reasonable suspicion'.

'Reasonable suspicion' is defined as cause based on specific and articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has reported to work or returned to duty with alcohol or drugs present in their body. Whenever practicable, the decision to test for 'reasonable suspicion' will be made by the employee's supervisor and confirmed by another supervisory or management employee.

To ensure validity, the City requires prompt re-collection for negative dilute reasonable suspicion tests.

At the time an employee is tested, the employee shall be informed that the employee shall have the right to Union representative at the time the test results are shared with the employee and at any subsequent interviews regarding violations of the Policy. An employee shall also be told of their right to representation at the time test results are shared with the employee and told again at any subsequent interviews regarding violations of the Policy.

### Random

Employees in safety-sensitive positions that require a CDL will be tested for alcohol and illegal drugs on an unannounced, random basis in accordance with DOT regulations. Employees selected must immediately and directly proceed to the collection/testing site upon notification.

Random testing for drugs and alcohol will be limited to regular work hours.

### Return to Duty

Employees must submit to testing as set forth in the Consequences of Prohibited Conduct section of this Policy before being permitted to return to work. Employees who test positive in a return to duty test will be subject to discharge. A negative return to duty test is a condition for returning to work.

### Follow-up

Follow up tests will be required when an employee in a CDL or other safety-sensitive position has engaged in prohibited conduct under this Policy. These tests are performed after the employee has been evaluated by an SAP, and has followed the recommended treatment plan. The employee, upon returning to duty, will be subject to a minimum of six (6) unannounced follow-up tests over the first twelve (12) months following the employee's return to work. The SAP may recommend any number of tests over a period of up to sixty (60) months. Employees who test positive in any follow up test will be subject to discharge. The actual number and frequency of the tests are to be determined by the SAP.

Moreover, the City may require follow-up testing under its own authority pursuant to Rehabilitation and Return to Work Agreement.

### Post Accident

Both drug and alcohol testing will be performed on any employee with a CDL following any on-the-job accident involving a fatality, or vehicular accident in which they receive a citation for a moving violation arising from the accident AND there is an injury treated away from the scene OR a vehicle that must be towed away from the scene. See Attachment C: Post Accident Testing Decision Tree – Safety Sensitive Positions.

Employees who are in safety sensitive, but not CDL positions, will be tested for drugs, but not alcohol following any on-the-job accident involving a fatality, or vehicular accident in which the driver in a safety-sensitive position receives a citation under state or local law for a moving violation arising from the accident AND there is an injury treated away from the scene OR a vehicle that must be towed away from the scene.

In addition, any employee may be required to undergo testing for alcohol and/or drugs following any type of accident when there is reasonable suspicion to believe the employee had alcohol or drugs in

their system as described in the “Reasonable Suspicion” testing provisions set forth above. The accident by itself is not “reasonable suspicion” for testing.

Employees who are required to undergo testing for alcohol will be required to do so as soon as possible after the accident. Post-accident alcohol testing should take place within two (2) hours of the accident, but no later than eight (8) hours after the accident. If alcohol testing is not conducted within two (2) hours of the decision to test, the City will document the reasons the test was not promptly administered. Employees will be required to undergo testing for drugs as soon as possible after the accident, but in no case later than thirty-two (32) hours after the incident. An employee who is subject to post-accident testing is required to remain readily available for testing.

At the time an employee is tested, the employee shall be informed that the employee shall have the right to Union representative at the time the test results are shared with the employee and at any subsequent interviews regarding violations of the Policy. An employee shall also be told of their right to representation at the time test results are shared with the employee and told again at any subsequent interviews regarding violations of the Policy.

Employees who are injured as a result of an accident, but are unable to timely submit to testing as required under this Policy, due to the need to obtain emergency or other medical treatment, are required to release the results of all alcohol and drug tests conducted by law enforcement or medical authorities to the City.

### **Section 10: Rehabilitation and Treatment**

Employees who undergo rehabilitation in lieu of discharge or other disciplinary action will be required to submit to individualized testing pursuant to a Rehabilitation and Return to Work Agreement imposed by the City, and as otherwise required by the SAP.

### **Section 11: Transportation to Test Site**

Employees who are required to submit to either reasonable suspicion or post-accident testing are prohibited from transporting themselves to or from the collection site and/or home. A management or supervisory employee will transport the employee or arrange alternate transportation.

The time an employee spends traveling to and from the collection site, as well as time spent in testing and waiting for testing will be treated as “hours worked” for pay purposes except for split sample testing requested by the employee.

### **Section 12: Testing Safeguards**

All testing will be conducted at a laboratory certified by the Department of Health and Human Services (DHHS) in accordance with the standards disseminated by the US Department of

Transportation (DOT) (49 CFR Part 40). All drug tests will be conducted through collection of a split sample.

Urine specimens less than 45 mL in volume will be discarded by the collection facility. In such cases, the employee will be advised to drink up to forty (40) ounces of fluids and will have up to three (3) hours to produce a urine sample of adequate volume. Employees who do not provide a urine specimen of adequate volume within three (3) hours will be referred to a physician to determine whether there was a legitimate medical explanation for the apparent inability to provide a specimen, or the incident constitutes a refusal to test.

If a urine specimen shows a temperature outside the acceptable range (colder than 90 degrees or warmer than 100 degrees) or appears to have been adulterated, the collection facility will make a note on the custody and control form and notify the employee that they will need to provide a second urine specimen. In the case of DOT covered employees, the second collection must be conducted under direct observation. Any employee being instructed to provide a second urine specimen must remain at the collection facility until a new urine specimen is provided, or the incident will be considered a refusal to test.

All positive drug tests will be confirmed by a second confirming test from the same sample before the test result is reported as positive to the MRO. Individuals with positive tests will have an opportunity to discuss the results with the MRO before the result is reported to the City.

Drug and alcohol test results will be reported to the Human Resources Department and the Department Director.

Any employee who tests positive for drugs may request a test of the remaining portion of the urine sample (the split sample) within seventy-two (72) hours of notification of a positive test result. CDL drivers must direct requests to the MRO. All other requests for tests must be made to the Human Resources Department. The cost of split sample/retesting will be borne by the employee. In the event the split test result is negative, the employee shall be reimbursed for the cost of the split test.

### **Section 13: Administration of Testing**

To ensure this policy is applied consistently, the Human Resources Department will be responsible for the coordination and administration of the Alcohol and Drug Testing Program.

It will serve as a liaison with the collection facility, the laboratory, and the Substance Abuse Professionals, with support of the City's third-party administrator. Moreover, it will advise employees who have engaged in prohibited conduct of the resources available for evaluating and resolving the problems associated with the drug and alcohol usage.

### **Section 14: Confidentiality**

All information associated with the drug and alcohol testing program including drug or alcohol test results or treatment procedures will be treated as confidential information and will be accessible only



to those designated personnel and other designated representatives with a need to know, and as required under DOT regulations.

### **Section 15: Rehabilitation Options**

The City attempts to provide employees the opportunity to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a drug and/or alcohol problem is encouraged to seek professional counseling for an assessment with a licensed or certified alcohol and drug professional.

Professional counseling and treatment programs for drug and/or alcohol problems may be available through City provided health insurance or the City's Employee Assistance Program (EAP). Any cost not covered by the health insurance or the EAP is the employee's responsibility.

### **Section 16: Before Committing a Policy Violation**

When an employee voluntarily reports a drug or alcohol dependency to their supervisor, Department Director or HR Director and seeks assistance *before* violating this Policy, that employee will be placed on a leave of absence or adjusted working hours as necessary to allow for in-patient or out-patient treatment.

Employees in safety-sensitive positions who voluntarily inform the City that they have a drug or alcohol-related problem prior to a Policy violation or testing requirement will be removed from their duties to allow for rehabilitation and treatment. The employee will not be permitted to return to their regular duties until such time as the SAP provides the City with written verification that the employee has substantially completed the recommended assistance, but may be returned to other available non-safety sensitive duties with approval from the City. Employees must authorize the SAP and treatment provider(s) to provide the Human Resources Director with information regarding their recommendations for education/treatment and follow up testing as well as the employee's compliance with those recommendations.

Employees may not self-refer for treatment or rehabilitation services in lieu of taking required tests.

### **Section 17: After Committing a Policy Violation**

Employees who claim drug or alcohol dependencies *after* violating this Policy are subject to discipline consistent with this Policy, regardless of such dependencies.

The City may, however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of suspension, discharge or other disciplinary action, provided the employee agrees to all treatment, rehabilitation, testing and other conditions as set forth in a written Rehabilitation and Return to Work Agreement required by the City (see Attachment D). Any employee who violates the terms of the Agreement is subject to immediate termination.

An employee may be required to participate in a drug and/or alcohol treatment program and follow-up care because of disciplinary action arising from a drug and/or alcohol problem, or as a condition of continued employment. An SAP must first evaluate an employee who is so required and determine any necessary assistance.

**Section 18: Absences from Work Related to Policy Enforcement**

The time an employee is absent from work while awaiting SAP evaluation; enrollment in rehabilitation treatment; completing treatment; and obtaining verification of ability to return to work, as well as the time an employee spends waiting to be returned to work is not considered disciplinary in nature. Consequently, employees who are absent from work for these reasons are eligible to use paid time off (vacation, sick, compensatory time and personal holiday pay) during such absences. Once an employee's paid time off benefits have been exhausted, an employee's time off for these purposes will be unpaid.

**Section 19: Cost of Testing**

The City will be responsible for payment of all alcohol and drug tests required by the City. If an employee requests a split specimen test or decides to undergo a split test or any other test not required by the City, the employee will be responsible for the cost of the test. If the split test is negative, the employee shall be reimbursed for the cost of the split test.

The City may deduct payment for these tests from the employee's wages upon receipt of a written consent to deduct the cost of the test from the employee. Employees who do not provide written authorization must pay for the test directly.

## ATTACHMENT A

### SAFETY SENSITIVE POSITIONS

Safety-sensitive positions are those in which there is a higher chance of injury to the employee, their co-workers, and/or the public than in other City jobs. Safety-sensitive positions may or may not be covered under the DOT regulations.

DOT safety-sensitive positions represented by the Union include the following job classifications when a commercial driver's license is required:

- Utility Technician
- Park Specialist
- Senior Utility Technician
- Senior Parks Specialist
- Crew Leader
- Parks Crew Leader
- Senior Crew Leader
- Fleet Technician
- Lead Fleet Technician

Non-DOT safety sensitive positions represented by the Union include the following positions:

- Water Plant Operator I, II, III, and IV
- Instrumentation Technician
- Code Enforcement Specialist
- Code Enforcement Lead
- Construction Inspector
- Engineering Technician I, II, and III
- Associate Engineer
- Senior Associate Engineer
- Water Conservation Specialist
- Inspector I, II, and III
- Senior Electrical Inspector
- Plans Examiner
- Assistant Utility Technician
- Assistant Utility Technician (ACC Transportation Coordinator)
- Utility Technician
- Parks Specialist
- Senior Utility Technician
- Senior Parks Specialist
- Crew Leader

- Parks Crew Leader
- Senior Crew Leader
- Senior Parks Crew Leader
- Facilities Maintenance Technician
- Facilities Maintenance Lead
- Parks Ranger
- Electrician
- Lead Electrician
- City Beautification Specialist
- Position(s) assigned to mail carrier duties

**ATTACHMENT B**  
**DRUG TESTING LEVELS**

The following initial and confirmatory cutoff levels shall be used when screening specimens to determine whether they are negative for the drugs or classes of drugs required for DOT testing:

**Cutoff Concentrations for Drug Tests**

Initial test analyte	Initial test cutoff <sup>1</sup>	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/mL <sup>3</sup>	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL <sup>3</sup>	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

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

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

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

<sup>2</sup>An immunoassay must be calibrated with the target analyte.

<sup>3</sup>Alternate technology (THCA and Benzoyllecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoyllecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoyllecgonine).

<sup>4</sup>Methylenedioxyamphetamine (MDMA).

<sup>5</sup>Methylenedioxyamphetamine (MDA).

(b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL or above.

[65 FR 79526, Dec. 19, 2000, as amended at 75 FR 49862, Aug. 16, 2010; 77 FR 26473, May 4, 2012; 82 FR 52244, Nov. 13, 2017. Redesignated and amended at 88 FR 27643, May 2, 2023]

## **ALCOHOL TESTING LEVELS**

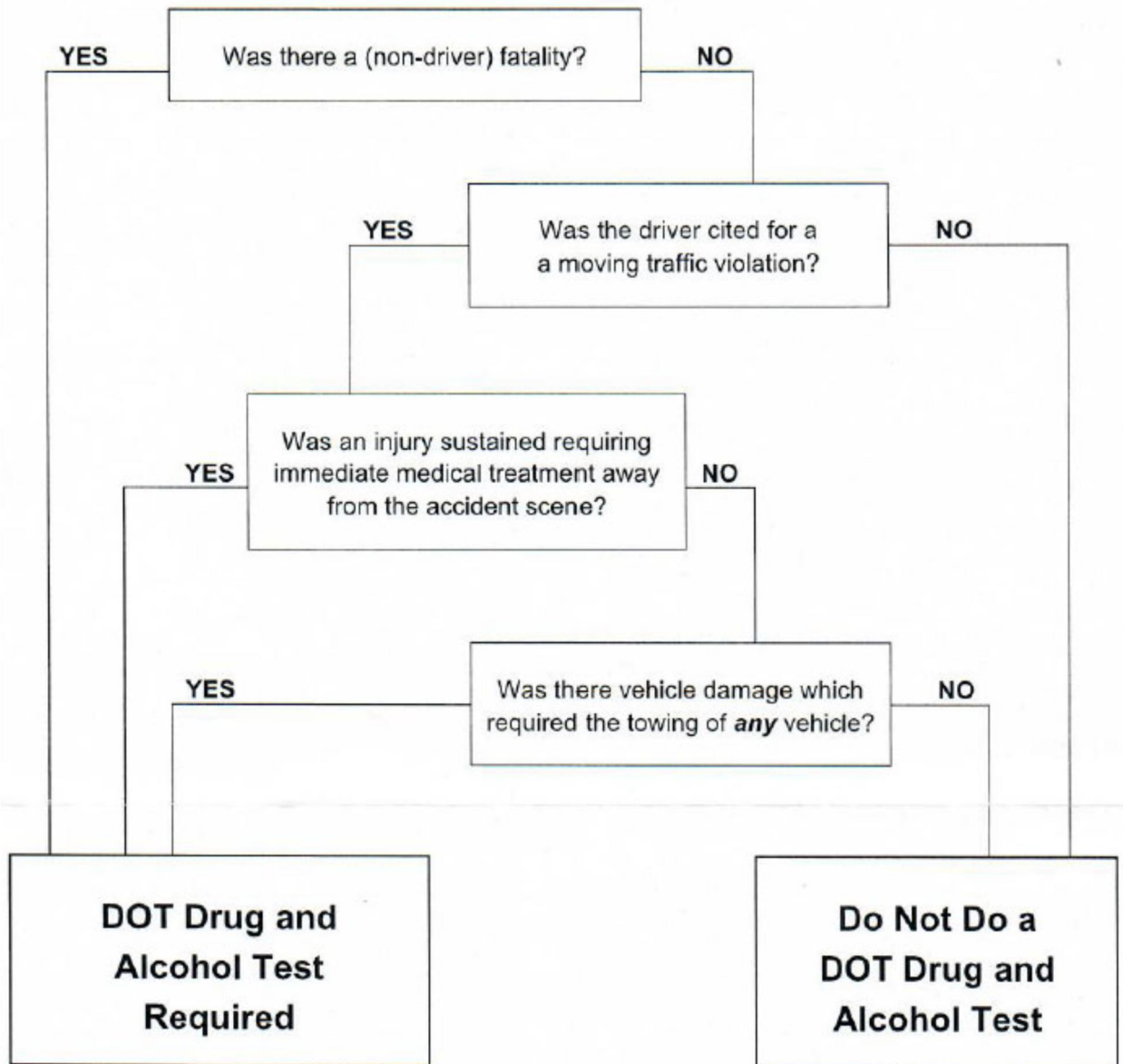
For employees in CDL or safety sensitive positions, an initial Breath Alcohol Concentration (BrAC) screening result of less than 0.02 g/210 L will be considered negative. If the employee's BrAC is 0.02 or greater, a second confirmation test will be conducted using an Evidential Breath Test (EBT). An employee will be considered to be in violation of Prohibited Conduct, Section (c) whenever the employee has a BrAC of 0.02 g/210 L or greater. For non-CDL employees, the same screenings will be conducted with less than 0.04 percent considered negative.

These drug and alcohol testing levels are intended to be consistent with DOT standards. In the event that DOT testing substances and/or testing cutoff levels change, the above list shall be automatically adjusted to be consistent with DOT standards.

ATTACHMENT C

**Post-Accident Testing Decision Tree – Safety Sensitive Positions**

Note: Employees who are in safety sensitive, but not CDL positions, will be tested for drugs, but not alcohol following any on-the-job accident.



**ATTACHMENT D**

**REHABILITATION AND RETURN TO WORK AGREEMENT**

I, \_\_\_\_\_ [print name] understand that in lieu of discharge I am being allowed to continue in the employment of the City of Lake Oswego, subject to the following requirements:

1. I agree to be evaluated by an SAP, if necessary, and further agree to immediately enroll in and complete education or an inpatient or outpatient rehabilitation program as recommended by the SAP and approved by the City.

If inpatient treatment is recommended and approved, I will be placed on a leave of absence. During the period of my leave, I will be eligible to receive sick leave benefits, as allowed under the collective bargaining agreement. In the event, I do not have sufficient sick leave benefits to cover the period of my leave, I will be paid from my accrued compensatory time, followed by my vacation leave accruals until my paid leave banks are depleted, unless I request and receive approval from the City to take unpaid time. If outpatient treatment is approved, I will notify my supervisor of my treatment schedule and remain available for work assignments upon request. Employees may be returned to other available non-safety sensitive duties with approval from the City.

2. I agree to comply with and complete all conditions of treatment and any after-care or follow-up counseling recommended by my SAP.
3. The City has my permission to communicate with my physician(s) and SAP regarding my enrollment, progress and completion of rehabilitation recommendations. The City also has my permission to verify my attendance at meetings and compliance with all treatment, after-care and follow-up recommendations, including but not limited to testing commitments.
4. I agree to immediately notify Human Resources after I have completed my treatment program.
5.  **NON-DOT EMPLOYEES WHO TEST POSITIVE FOR DRUGS** - I understand that I will be subject to suspicionless testing for drugs for a period of twenty-four (24) months following the date of my signature and based on the SAP's recommendations and as allowed by applicable law.

**DOT EMPLOYEES** – I understand that I will be subject to follow up testing a minimum of six (6) times within the first twelve (12) month period after I sign this Agreement. The frequency and number of tests are determined by the SAP and may continue up to a maximum of sixty (60) months.

A positive test result or refusal to fully and immediately cooperate with a testing request may result in my immediate termination.



6. I understand that this Agreement constitutes a final warning, that my return to work and continued employment are contingent upon my compliance with all of the above terms. If I violate this Agreement or commit any subsequent violation of the City's Alcohol and Drug Policy within twenty-four (24) months, I will be subject to further discipline up to and including discharge in accordance with the Policy.
7. Should personal problems arise that may have an effect on my ability to remain in compliance with the City's Alcohol and Drug Policy and/or this Agreement, I understand that the City's Employee Assistance Program is available to assist me.
8. I agree to comply with the City's Alcohol and Drug Policy and specifically agree to refrain from the use of alcohol and/or drugs consistent with my rehabilitation program.

I understand that if I violate anything in this Agreement or commit any subsequent violation of the City's Alcohol and Drug Policy, within twenty-four (24) months, I will be subject to further discipline up to and including discharge in accordance with the Policy.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

## **Appendix E: Remote Work Policy**

The City understands the value of being able to work remotely in some circumstances. The City offers two (2) types of remote work: ad-hoc and regularly scheduled, to regular (non-probationary) employees when it has determined that the employee is able to perform their work duties effectively and efficiently from remote locations. Generally, staff with jobs or tasks that cannot be performed remotely are not eligible to request remote work for those assignments. Examples include essential personnel in public safety, staff that work in the field, and those that work directly with customers at front counters or reception areas during work hours when counter or reception work is assigned.

### **Ad-hoc Remote Work**

Ad-hoc remote work is defined as short-term and not regularly scheduled. Examples of ad-hoc remote work include situations when an employee needs to be home in order to meet with a contractor; time spent working remotely before or after a medical appointment; working remotely due to inclement weather; or working on specific projects that are less than 6 months' duration. Although employees must receive prior written approval from their supervisors before working remotely in an ad-hoc capacity, this is an informal program. Supervisors can deny or discontinue requests based on emergencies and operational needs of the City.

### **Regularly Scheduled Remote Work**

Regularly scheduled remote work is defined as remote work that is a long-term part of an employee's regular work schedule. Examples include working remotely on reoccurring days or times of the week.

If an employee wants to request regularly scheduled remote work, they need to complete a request form. The request will be for six-month increments. Unfortunately, at this time, only residents of the state of Oregon are eligible for regularly scheduled remote work due to unresolved legal and regulatory issues related to taxation, workers compensation, family leave laws, and more. Employees with questions about issues regarding OR and WA regulations and laws can contact Human Resources.

When requesting regularly scheduled remote work, employees need to affirm the following criteria will be and are continually met during any approved remote work period:

1. The remote work will be conducted in their residence in the State of Oregon.
2. The request to work remotely is consistent with one (1) of these two (2) options:
  - No more than two (2) regularly scheduled workdays per week if working on the basis of a five (5) consecutive day work week.
  - No more than one (1) regularly scheduled workday per week if working an alternate work schedule, defined as either 4-10's, 9-80 or a part-time work schedule.
3. That they have the equipment and internet access to conduct the work remotely. The City is not obligated to provide or pay for equipment or internet service.
4. That they will be accessible by phone and email during their regularly scheduled work hours while working remotely.

5. That they will be available to work on-site if a business need arises. If the employee needs to drive during their regularly scheduled work hours in order to report to meetings or other “on-site” activities as directed by the City, the time spent in such travel to the onsite location during regularly scheduled hours will be paid time. However, employees are not eligible for mileage reimbursement under this circumstance and return travel home is not considered paid time and the City has the ability to adjust an employee’s schedule to avoid payment of overtime.
6. That if they voluntarily choose to come into the office on a regularly scheduled remote work day, time spent commuting will not be paid time.
7. That they will take the appropriate breaks and meal period (if FLSA non-exempt).
8. That they will request and receive supervisor approval in advance of working any overtime hours (if FLSA non-exempt).
9. That they will request supervisor approval to use vacation, sick, or other leave in the same manner as when working at the employee’s regular work location.
10. That they will maintain a safe, secure, and ergonomic work environment and to report work-related accidents and injuries to their supervisor at the earliest reasonable opportunity. In addition, they must allow the City to conduct an ergonomic assessment of their work station if the City can articulate a good faith need to do so.
11. They will protect City-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure; and the employee agrees to report to their supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity; and that all equipment, records, and materials provided by the City shall remain the property of the City and that communications and work products are stored exclusively on City systems.
12. They will return any City-owned equipment, records, and materials within two (2) business days of termination of their regularly scheduled remote work. As needed, they must return City-owned equipment for inspection, repair, replacement, or re-possession, as directed by their supervisor or other City representatives.
13. That they understand that they are responsible for federal, state, and local tax consequences of their remote work, if any, and for conformance to any local zoning regulations. Employees are encouraged to confer with independent legal and/or financial advisors before requesting regularly scheduled remote work.

When a Department Director receives a request for regularly scheduled remote work, the request will be reviewed in conjunction with the criteria below:

- The nature of the job and/or the work being done. As noted above, generally, staff with jobs or tasks that cannot be performed remotely are not eligible to request remote work for those assignments. Examples include essential personnel in public safety, staff that work in the field, and those that work directly with customers at front counters or reception areas during work hours when counter or reception work is assigned.
- Whether the requested remote work schedule is compatible with the requester’s regular work hours, including any approved alternate or variable work schedule.

- Whether or not the request allows for all members of the department to be in the office collectively at least one day a week.
- Whether the request maintains continuity of operations, considering other employees' schedules and requests for remote work, as determined by management. This may include:
  - Considering work schedules of employees in other departments, especially if the nature of the work is collaborative with other departments;
  - Ensuring that staff working on-site are not unduly or repeatedly interrupted or called up to do work of another person because of their on-site availability to perform the work;
  - Consideration of other staff members that are off work on protected leave or only available for limited or light duty work due to an on or off the job injury or illness.
- Employees on performance improvement plans or that have been disciplined for a performance related reason in past six months. If denying a request, management will need to articulate a good faith concern as to why working remotely is a performance concern.

Automatic denial of regularly scheduled remote work:

- Employees who reside in a state other than Oregon.
- Employees who are on probation, including initial and promotional. However, a supervisor may authorize a request for remote work during an employee's probation, with approval from Human Resources.

The City reserves the right to determine who should be permitted to work remotely and to modify or discontinue remote work approvals. The City will not, however, be arbitrary or capricious in making determinations related to the enforcement of this Policy.

If a request for regularly scheduled remote work is denied, and the employee believes the denial was contrary to this Policy, they shall use the grievance process as outlined in their collective bargaining agreement, however, the grievance would begin at Step 2 and denial can only be grieved as far as Step 3.

Requests for regularly scheduled remote work can be submitted twice per year per the remote work schedule request process or as necessary due to unanticipated changes in an employees' circumstances. Department Directors may modify or cancel regularly scheduled remote work with no less than five (5) business days' notice and provide a reason that is based on this Policy and/or the operational needs of the City. Approved requests will expire every 6 months.

The remote work schedule request process will be announced by the last business day of February and August of each year.