

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KLAMATH FALLS

and

AFSCME LOCAL 2451

EFFECTIVE DATE:

July 1, 2023 – June 30, 2027

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PREAMBLE

This Contract, entered into by the City of Klamath Falls, Oregon, hereinafter referred to as "City" and Local 2451/Council 75, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "Union" unless specified by the Local number, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties understand that owing to their respective roles, philosophies and responsibilities, they may from time to time be engaged in disputes. Nevertheless, the parties hereby mutually acknowledge the desirability of maintaining a working relationship that is reflective of bilateral respect. The parties shall endeavor to:

- (A) Transact business with each other in a business-like manner even in instances where the scope of a dispute appears significant or the circumstances are difficult.
- (B) Take appropriate measures that foster an environment of mutual trust and respect.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Recognition

The City recognizes the Union as the sole and exclusive representative of all employees covered by this Contract for the purpose of collective bargaining. An individual employee will have the collateral right to represent oneself individually in employment relations with the City, provided that the Union, in matters concerning this contract, will be fully notified and apprised and will, at the employee's request, have the opportunity to be present and observe all stages.

1.2 Scope of the Bargaining Unit

The Bargaining Unit covered by this Contract consists of all employees of the City who are not included in other bargaining Units except the following positions:

City Manager, City Attorney, City Recorder, Department Director, Division Manager or Supervisor, Accountant, Senior Accountant, Airport Business Manager, Assistant to the City Manager, Senior Planner, Assistant City Engineer, Executive Analyst, Human Resources Analyst, Judge, Payroll Accountant, Police Compliance Manager, Executive Legal Assistant, Public Information Officer, IT Network Administrator, IT User Support Technician, Parks Community Relations Manager & Urban Forester, and confidential, managerial, or supervisory employees as defined in ORS 243.650(6), (16) and (23) respectively, and temporary or part-time personnel as defined in Section 1.3.

1.3 Temporary, Intern and Part-Time Employees

A temporary employee is an employee hired by the City to work for no more than six (6) consecutive months in any twelve (12) consecutive month period. An intern is a student who works with or without pay for no more than a year to gain work experience. A part-time person excluded from representation is an employee hired to work 30 or less hours per week.

Positions already approved by the Union prior to the effective date of this contract are: Aqua Aerobics Instructor, Lifeguard/Swim Lesson Instructor, Lead Lifeguard, Cashier – Ella Redkey Pool, Pool and Facility Maintenance, Temporary Laborer, Seasonal Park Maintenance, Seasonal Snow Removal Equipment Operator, Parks Janitor, Engineering Intern, Part-Time Police Officer (Court Bailiff), IT Analyst, Part-Time Finance Assistant, Part-Time Records Specialist/Administrative Assistant, and GIS Engineering Intern.

The City shall notify the Union upon hiring any temporary, intern or part-time employee. The Union will have ten (10) business days to grieve whether the position is a temporary employee, intern or excluded part-time employee. This matter shall be taken up as a grievance at Step 3.

ARTICLE 2 - MANAGEMENT RIGHTS

The City retains all the customary, usual and exclusive rights, decision making functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the Bargaining Unit and the Union hereunder are limited to those specifically set forth in this Contract and the City retains all functions and rights not specifically limited by the specific terms of this Contract. The City shall have no obligation to bargain with the Union with respect to any management rights, provided, however, that the exercise of any such management rights will not conflict with any of the provisions of this contract.

ARTICLE 3 – JOINT LABOR-MANAGEMENT COMMITTEE

3.1 Membership

A Joint Labor-Management Committee is hereby established to serve as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The parties have the authority to create additional subcommittees underneath the auspices of the Joint Labor-Management Committee, as the parties may deem appropriate. The Joint Labor-Management Committee shall be composed of eight members, with four members appointed by the Union and four members appointed by the City. The Union’s Council representative and the City’s Human Resources Director shall be part of this eight-member Committee. Permanent or temporary membership on the Committee may be expanded by the mutual agreement of the Union and the City.

3.2 Issues

The parties agree that the Joint Labor-Management Committee, and its subcommittees, as appropriate, will thoroughly examine and discuss the issues that have been jointly identified and any new issues that later are identified by the parties. It is intended that each issue will be thoroughly explored so that the ramifications and impacts of each issue are understood by the Committee members. The Joint Labor-Management Committee shall have no authority to review the merits or adjust specific employee grievances. Subject to the deliberation of the subcommittees, or the Joint Labor-Management

Committee itself, recommendations may be issued to the Union's leadership or membership, as appropriate, and to the City Manager or City Council, as appropriate.

3.3 LMC Meetings

The Joint Labor-Management Committee meetings will be held on a monthly basis or more frequently, if needed.

Meetings can be canceled due to emergencies or by mutual agreement of both parties.

ARTICLE 4 - UNION SECURITY

4.1 Discrimination Because of Union Activity Prohibited

The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in the Union, or legitimate activity as provided in this contract on behalf of the members of this bargaining unit. The City will not encourage membership in another Union.

4.2 Union Access to Members

- A. The parties agree to follow ORS 243.804 to allow reasonable access to employees within the bargaining unit. Reasonable access shall include a five-day notification from the exclusive representative to the City. The parties shall work together in good faith to make sure that the access does not interrupt the department's work schedules and service to the public.
- B. Specifically, for purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:
 - 1. The right to meet with new employees, without loss of employee compensation or leave benefits; and
 - 2. The right to meet with the new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation.
- C. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
 - 1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 - 2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

4.3 Union Membership

Membership or non-membership in the Union shall be the choice of an employee covered by this contract. No employee shall be required to become or remain a member of the Union as a condition of employment. Each employee shall have the right to freely join or decline to join

the Union. No employee shall be discriminated against based on his or her membership or non-membership in the Union.

4.4 Dues Deductions

- A. The City agrees to deduct the monthly fees from the pay of those employees the Union has certified to the Employer as having authorized in writing such deduction be made from their paychecks. The monthly membership dues of the local shall be the percentage of base wages as defined in the Council 75 Constitution, subject to the minimum and maximum amounts as provided in the Council 75 Constitution. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.
- B. Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to having a deduction in that month.
- C. Such deductions will be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.
- D. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability, and all costs of defending against such claims that may arise out of or by any action taken by the City for the purpose of complying with the provisions of this article. The Union has the right to retain legal counsel to defend the City in such disputes, and the Union is responsible for all such defense costs including, but not limited to, attorneys fees, investigation costs, and all other such costs.

4.5 Union Reports

- A. If the City has the information in the employee's records, the City shall provide to the exclusive representative the following information for each employee in the bargaining unit:
 - 1. The employee's name and date of hire;
 - 2. Contact information including:
 - 3. Cellular, home and work telephone numbers;
 - 4. Any means of electronic communication, including work and personal electronic mail addresses; and
 - 5. Home address or personal mailing address; and
 - 6. Employment information, including the employee's job title, salary and work site location.
- B. The City shall provide the information described above within 10 calendar days from the date of hire for newly hired employees in an appropriate bargaining unit and every 120 calendar days for employees in the bargaining unit who are not newly hired employees.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.1 Strikes

- (A) The Union and the bargaining unit members individually and collectively, agree that during the term of this contract, there shall be no strike or illegal work stoppage. Any employee who engages in such prohibited activity is subject to immediate dismissal.
- (B) In the event of a strike which is unlawful under ORS 243.726 or 243.732, slow-up, stoppage or other restriction of work in any form, the City agrees that there will be no liability on the part of the Union provided the Union, upon notification, promptly renounce such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations. Further, the Union shall notify the City, in writing, within forty-eight (48) hours after the commencement of such strike, slow-up, stoppage or other restriction what measures it has taken to comply with the provisions of this section.
- (C) In the event that such action by the Union has not affected resumption of normal work practices, the City shall have the right to discipline any employee who participates in such strike, slow up or stoppage. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies.

5.2 Lockout

There will be no lockout of employees in the Unit by the City during the term of this Agreement.

ARTICLE 6 - DISPUTE SETTLEMENT

6.1 Grievance Definition.

A grievance shall be defined as any dispute between the parties concerning the application, meaning or interpretation of a specific provision of this Contract.

6.2 Exclusive Remedy

Grievances shall be initiated and processed in the manner provided for herein. The parties mutually acknowledge that the following procedures shall be the exclusive and binding process for the resolution of disputes constituting grievances.

6.3 Determination of Merit

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance procedure which it believes, in good faith, lacks sufficient merit.

6.4 Time Limits and Procedures

Business Day Definition: for the purpose of this Article (6), a Business Day shall be defined as a day that the City Administration is open for business. If the period so computed relates to filing a document, the period runs until the close of the City Administration office hours.

- (A) In computing any time limits, the day of the act or default from which the designated period of time begins to run shall not be included. Filing a document is effective upon receipt of the document.
- (B) Filing a document with the prescribed party within the prescribed period of time shall be accomplished by either: (1) personally delivering the document to the office; or (2) sending an e-mail to the recipient and verifying that the document was received.
- (C) Any time limits specified in the grievance procedure may be waived, in writing, by mutual consent of the parties prior to that time period having lapsed. Each party may have one continuance granted during a grievance procedure. Failure to submit or prosecute a grievance within the applicable time limits specified in any step of the grievance procedure shall constitute waiver of the moving party's right to further consideration of the grievance. Failure of the City to meet or respond within an applicable time limit shall constitute grounds for automatic appeal of the grievance to the next step. Failure of the aggrieved to file a grievance or advance a grievance within the stated time period(s) shall constitute waiver of said grievance.

6.5 Informal Discussion Permitted

Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, or the employee and the Human Resources Division, provided that the time limits set forth herein are adhered to. This provision does not apply to grievances involving more than one person.

6.6 Grievance Meetings

The City or the Union may request a meeting at any step of the grievance procedure, in order to attempt to resolve a grievance. The grievant(s) shall have the right to Union representation at such meetings. Employees involved in such meetings shall not suffer any loss of wages or benefits for all time spent during the employee's regular work hours.

6.7 Witnesses

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the request of either party during any stage of the grievance procedure; otherwise, attendance shall be limited to the parties and their designated representatives. Necessary parties must first give notice to their immediate supervisor before attending grievance proceedings. In the case of an employee appearance covered by this Agreement, the employee shall be compensated at their regular rate of pay for all time spent in traveling to, from and during such an appearance, provided such time spent is during the employee's regular work hours. In no case shall overtime be paid for said appearances. Appearances occurring outside of normal work hours are on the employee's time.

6.8 Confidentiality

Except as required by law, under ORS 192.501(12), all documents and information relative to the grievance and resolution are exempt from public disclosure until the conclusion of the final proceeding.

6.9 Grievances at Step 1

- (A) The Union and the City encourage employees to attempt to resolve disputes informally before filing a formal grievance. If the employee and immediate supervisor are unable to informally resolve the issues giving cause to the grievance, the employee may file a formal grievance at Step 1.
- (B) The affected employee and/or a representative of the Union shall file the Step 1 grievance with the Human Resources Division in writing and shall do so within ten (10) business days from the time they may first be reasonably expected to have had knowledge of this occurrence. The Human Resources Division will notify the appropriate Supervisor.
- (C) This written presentation shall include:
1. The name and position of the employee by or on whose behalf the grievance is brought;
 2. The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later;
 3. A clear and concise statement of the grievance including the relevant facts necessary for a full and objective understanding of the employee's position;
 4. The specific provision(s) of this contract allegedly violated by the City;
 5. The remedy or relief sought by the employee; and
 6. The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.
- (D) Within ten (10) business days of receipt of the written grievance, the immediate supervisor shall respond, in writing, to the person representing the aggrieved employee and the employee bringing the grievance. Such response shall either deny the grievance or acknowledge what steps will be taken to remedy the grievance. Copies of the written grievance and response shall be forwarded to the Human Resources Division.
- (E) If the employee is satisfied with such response, then the employee and/or Union designee shall confirm that satisfaction by signing, dating, and forwarding a copy of the supervisor's response to the Human Resources Division and the grievance shall be deemed resolved without further action. If the employee is not satisfied, then the employee and/or Union designee shall follow the process as outlined in Section 6.10 below. If the supervisor fails to respond within ten (10) business days of receipt of the written grievance, the grievance automatically shall be elevated to the next step in the grievance procedure.

6.10 Grievances at Step 2

- (A) Grievances unresolved at Step 1 shall advance to Step 2 as follows: within ten (10) business days of receiving the supervisor's Step 1 response, the employee and/or their representative shall file a written statement with the Human Resources Division. The Human Resources Division shall notify the appropriate Department Head. The written statement shall

explain why the Step 1 response failed to resolve the grievance. The employee shall also include the supervisor's response, if there was one, as well as a copy of the original grievance filed in Step 1.

- (B) Within ten (10) business days following receipt of the grievance, the Department Head or their designee, in coordination with the Human Resources Division, shall investigate the grievance and respond in writing to the employee, Union, and Human Resources Division. At any time following the Department Head's receipt of the grievance, but before the ten (10) business days have elapsed, the Department Head, the aggrieved employee and the steward representing the employee may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend that time limit in accordance with Article 6.4.
- (C) If, within ten (10) business days following the response in writing, the employee is not satisfied with the City's Step 2 response, the employee may carry the grievance to Step 3. If the employee is satisfied with the response, then the employee and/or Union designee shall confirm that satisfaction by signing, dating, and forwarding a copy of the response to the Human Resources Division and the grievance shall be deemed resolved without further action.

6.11 Grievances at Step 3

- (A) Grievances unresolved at Step 2 shall be carried to Step 3 as follows: Within ten (10) business days following the Step 2 cutoff date, the employee and/or Union designee shall file with the City Manager a written statement clearly setting forth why the previous City responses to the grievance have failed to resolve it, and copies of all grievance paperwork filed in prior grievance steps.
- (B) Upon the filing of a grievance at Step 3, within ten (10) business days the City Manager shall conduct whatever investigation the City Manager deems necessary to obtain the facts surrounding the grievance; reduce to writing those facts which the City Manager finds to be determinative of the grievance as well as the conclusion to the merits of the grievance; and forward copies of such findings and conclusions to the employee and the Chief Steward.
- (C) Within ten (10) business days of receipt of the City Manager's findings and conclusions, the Union shall either:
 - 1. Inform the City Manager, in writing, that the grievance has been resolved for all purposes under this contract; or
 - 2. Initiate binding arbitration as set out in Section 6.12 below.

6.12 Grievances at Step 4

- (A) In the event the Union disagrees with the City's decision at Step 3, it may submit the grievance to final and binding arbitration by notice to the City Manager within ten (10) business days of the issuance of that decision. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) business days from the request for arbitration the parties are unable to agree on an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of seven (7) names. Both the City and the Union shall have the right to strike three

(3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be twice repeated, and the remaining person shall be the arbitrator.

- (B) The arbitrator shall set a time and place for a hearing that is agreeable to both parties.
- (C) The scope of the arbitration shall be limited to issues of fact and the disputed application and interpretation of this contract as raised by the employee at Step 1 and as presented through the various appeal steps in this procedure, including the Step 3 response. No new factual information or evidence shall be submitted which was not presented earlier in the grievance procedure and which was not presented in connection with and is not relevant to the Step 3 response and the written notice of rejection.
- (D) The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provision of this contract, as the same may be within the scope of the arbitration. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any terms of this contract; nor to substitute the arbitrator's judgment for that of the City as to any matter within the City's discretion under this contract, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this contract.
- (E) The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Expenses for the arbitrator's services and the proceedings shall be borne by the losing party, in the judgment of the arbitrator. If the arbitrator determines that there is no prevailing party, the arbitrator may apportion each party's cost as is equitable. However, each party shall be responsible for any other expenses incurred by them. The arbitrator may affirm, reverse or modify the decision made by the City Manager in Step 3.
- (F) The decision of the arbitrator shall be final and binding upon the parties.

6.13 Mediation

At any time during the Grievance process the City and the Union may mutually agree to submit the grievance to a mutually acceptable Mediator or to the Employment Relations Board for mediation. The cost of the mediator (if any) shall be shared by both parties. The Grievance timelines shall be suspended during the mediation process.

ARTICLE 7 – PROBATIONARY PERIOD

7.1 Probation Period Definition

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the quality of its service to the citizens of the City by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose performance fails to meet required work standards.

If an employee on probation takes approved leave for more than thirty (30) days, the employee's probationary period will be tolled for the amount of time that the employee is on leave.

7.2 Initial Probation

Every new employee hired after the signing date of this contract shall serve a six (6) month probationary period. The City may extend the six (6) month probationary period for up to three (3) additional consecutive months when, in its judgment, such is necessary to further evaluate the employee's performance. Upon the successful completion of the probationary period, the employee shall be removed from initial probation and shall be added to the seniority list retroactive to date of hire. Probationary employees shall be informed of any work deficiencies and given the opportunity to fix work deficiencies prior to any discipline or discharge. Such probationary employee shall not be subject to review under the grievance procedures/Article 6 of this agreement.

Employees may apply for open positions within their division during their initial six-month probationary period. If they are selected for that position, then their probation period for the new position shall be either the remainder of their initial probationary period or three months, whichever is greater.

At the time the employee successfully passes probation, the employee's salary will be placed at the step recommended at the time of offer. This placement will normally be the initial step, but in the discretion of the City Manager, experience may require a higher step.

7.3 Promotion and Transfer Probation

Employees in a classification who have been transferred to another classification or position or promoted to a higher classification shall serve a probationary period of three (3) months. The City may extend the three (3) month probationary period for up to three (3) additional consecutive months when, in its judgment, such action is necessary to further evaluate the employee's performance. If the City determines that a promoted or transferred employee fails to meet the requirements of the new position at any time during the probationary period, the employee shall be returned to their previously held classification or position and wage rate. Any employee bumped due to this clause, shall be given two (2) weeks' notice; however, the bumped employee may not grieve the City. Any promoted or transferred employee shall have access to the grievance procedure for all grievable issues. Demotion to the employee's former position shall not be a decision subject to grievance procedures. No promoted or transferred employee shall be terminated from employment without just cause. All seniority will be applied to the promoted or transferred position.

Promotional transfers will be placed at the nearest monthly salary in the new grade that is higher than the employee's current salary. If the employee's salary is above the top of the range in the new grade, the employee's salary will be held constant. Employee initiated transfers that result in the employee moving into a lower grade will result in the salary moving to the same step at the lower grade.

7.4 Limitations

The Union recognizes the right of the City, subject to the limitations specified in Section 7.3 above, to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Contract with respect to such employees. Any employee leaving City service while on 'new hire' probationary status shall not receive a cash-out of any accrued vacation or sick leave time.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.1 Disciplinary Action

- (A) Disciplinary action may be imposed upon an employee only for just cause. Among such causes for disciplinary action may include, but are not limited to, misconduct, inefficiency, incompetence, insubordination, abuse of sick leave, the willful giving of false information, or the withholding of information in making application for employment, or willful violation of department rules or written directives.
- (B) Disciplinary action or measures for minor infractions shall be timely and administered in progressive order in accordance with the order of the forms of disciplinary action set forth in this Section. The City shall allow the disciplined employee a reasonable period of time to correct the misconduct that was the basis for the disciplinary action, prior to imposition of the subsequent form of disciplinary action set forth in the progression described in this Section. Examples of minor infractions include, but are not limited to, reporting late for work, abuse of sick leave, inefficiency or incompetence which does not endanger the safety of the public or fellow employees, misuse of equipment which does not result in loss or damage. The forms of disciplinary action that may be taken include, but are not limited to:
1. Written Warning;
 2. Written reprimand;
 3. Suspension of up to 30 calendar days without pay
 4. Demotion; or
 5. Discharge.

Serious violations as determined by the City may be dealt with by any of the above measures on the first offense or subsequent offenses.

- (C) If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee must be notified that the conversation may lead to disciplinary action and given the opportunity to have a witness present during such conversation.

8.2 Discharge

- (A) An employee who has successfully completed their probationary period shall be discharged only for just cause.
- (B) The employee and the Union will be notified in writing that the employee has been discharged, as well as the basis for the action. A grievance filed by or on behalf of a discharged employee who has completed the probationary period shall be initiated at Step 3 of the grievance procedure. Any such grievance must be filed within ten (10) business days of the written notice of discharge; otherwise, it shall be dismissed as untimely and moot, and the employee shall

forfeit any right to challenge the discharge. Business Day shall have the same meaning as set out in Section 6.4.

8.3 Right to Grieve Discipline

Any discipline, except for the written warning, imposed on an employee may be grieved through Article 6. Any employee found to be unjustly suspended, demoted, or discharged shall be reinstated with full restoration of all rights and conditions of employment and may be awarded compensation for any and all lost time.

8.4 Initial Hire Probationary Employees

During the initial hire probationary period, provisions of 8.1, 8.2, and 8.3 above do not cover said probationary employees. The City may discharge initial hire probationary employees at any time with no showing of cause. Any discipline or discharge of an initial hire probationary employee is neither grievable nor arbitrable; the provisions of this Agreement do not cover such matters.

8.5 Discipline During Promotional Probationary Period

Employees who have not completed their three (3) month promotional probationary period shall be covered by all terms and conditions of this contract except that the City's standards for successful completion of the probationary period and its application to the employee may not be grieved.

8.6 Personnel Files

- (A) There shall be only one (1) official personnel file for each employee and that file shall be maintained and under the control of the City's Human Resources Division. The official personnel file shall be available to the employee and their designated representative, and/or the employee's department director or designated management representative for review and copying, upon written request, at the current established charge for copies. Any disciplinary action added to an employee's official personnel file without the employee's knowledge should not be considered against the employee in any action affecting said employee. An employee may add a written rebuttal to any negative document placed in their personnel file and/or file a grievance seeking removal of such document from the file.
- (B) Upon written request from the employee, the City shall review the employee's personnel file to determine whether the requirements listed below have been met. If so, the City shall remove from the employee's personnel file:
 - 1. Written warnings and written reprimands provided the request is at least eighteen (18) months from the time of its occurrence and the employee receives no other disciplinary action for the same or similar offense during the time period.
 - 2. Disciplinary actions other than written warnings and written reprimands, provided that the request is at least twenty-four (24) months from the time of its occurrence, and the employee receives no other disciplinary action for the same or similar offense during that time period.

3. The Human Resources Division will maintain the removed documents according to public records retention schedules as required by law. The documents will be maintained in confidence, where possible.
4. As long as the requirements listed above are met, any prior discipline will not be used in further progressive discipline decisions.

ARTICLE 9 – SENIORITY AND LAYOFFS

9.1 Seniority Defined

Seniority means a regular employee's length of continuous service dating from their last date of hire with the City in any Bargaining Unit position. Where two employees have the same continuous service date, the employee whose application was first filed shall be deemed the senior employee. Where hire dates are the same, seniority shall be determined by date and time stamp on the respective employees' original applications.

9.2 Seniority Lists

Upon written request, the Union shall be provided with an updated seniority list.

9.3 Loss of Seniority

- (A) An employee shall lose all seniority credit in the event of voluntary or involuntary termination, provided the involuntary termination is not overturned by the grievance procedure.
- (B) Failure to report for work for three (3) consecutive workdays without authorization, after management has made a reasonable effort to notify, shall be considered a voluntary termination.
- (C) Layoff for more than eighteen (18) months.
- (D) Failure to return from layoff within two (2) calendar weeks following notification by certified letter at the employee's last known address.

9.4 Seniority Preference

Preference in vacation scheduling, extra days off or other choices given by a division to members of the bargaining unit shall be by seniority. Each employee may exercise seniority one time each fiscal year (July 1 – Jun 30) in the vacation schedule established by the department. If a conflict between scheduled vacations and senior employees' scheduled days off occurs, scheduled vacation time will be given preference.

Preference for overtime work within each classification shall be by seniority, provided the senior employee is competent to perform that work.

In instances where employees are given a preference by the City in overtime work or shift assignment, the overtime work or shift assignment will be offered in order of seniority.

In the event that sufficient personnel do not accept the offered overtime or shift assignment on a voluntary basis, the overtime work or shift assignment will be assigned in order of reverse seniority.

9.5 Vacancies

Whenever a vacancy occurs in an established or a newly created classification, the City shall post notices of such positions to be filled internally for a period of at least (5) five business days. Additionally, the City has the discretion to advertise the position externally during that time. The City shall post the results of any job vacancy that has been filled within ten (10) days of the vacancy being filled. The posting shall include whether the position was filled from within the City or from the outside.

It is the intent of this section that employees of the City be considered for promotional opportunities and preference shall be given where they are equally or more qualified than an outside applicant. It is understood and agreed that in all cases of transfer or promotion, factors one and two shall be given first consideration, and where factors one and two are equal, factor three shall govern.

1. Knowledge, training, ability, skill, adaptability and efficiency, as well as disciplinary action within the past twelve (12) months.
2. Ability to perform essential functions of the job.
3. Seniority: In determining seniority for this purpose, classification seniority shall be given first consideration and seniority with the City second.

If a second vacancy within the same job classification opens within three (3) months of the close of the first recruitment, the City may fill the vacancy from the prior job applicant pool.

9.6 Seniority Outside the Bargaining Unit

If a Bargaining Unit member is promoted outside the Bargaining Unit, all of their accumulated Union seniority shall be forfeited. Accumulated seniority at any position outside this Contract shall not apply to this Contract.

9.7 City Service Reductions

Nothing in this Article is intended to restrict the prerogative of the City to determine a financial necessity of service reduction, the form of layoff, or the duration of layoff, with the exception of contracting out Bargaining Unit work which is dealt with under Section 17.6.

9.8 Layoff

- (A) A layoff means a reduction in the City's work force. Except in the event of a declared emergency, no fewer than thirty (30) days' notice will be given to employees the City intends to layoff. The City and the Union will meet and evaluate relevant salary moves that may result from "bumping." The Union will maintain a layoff list for a period of eighteen (18) months while any person is on layoff status. This list will be used for the purpose of recalling employees to the eliminated position or a similar position. The Union and the City agree to have joint discussions to determine if the position is similar. The determination of whether the position is

similar will be ultimately decided by the City but may be grieved by the Union at a Step 3 grievance.

- (B) If the City anticipates any reduction in work force, the City will consult with the Union regarding reasonable methods to place affected employees in positions for which they are qualified before implementing the layoff procedure. The City may, with an employee's consent, transfer him/her to any other position at that position's rate of pay. If the former position is renewed, the employee shall be given first preference to be returned to it.
- (C) If the City should reduce its work force in a department or division, layoffs shall be made in the affected classifications in inverse order of seniority. In the event of work force reduction, an employee removed from a job classification may elect to "bump" into an equal or lower classification so long as:
1. The employee is currently qualified to perform the job they are bumping into;
 2. The person displaced is less senior;
 3. The least senior member of that classification is bumped first; and
 4. The employee gives the City written notice of their intentions to invoke their rights herein within three (3) working days of written notice of layoff or of being "bumped."

For the purposes of this section, an equal or lower classification is either:

5. A position with an equal or lower wage; or
6. An entry-level position provided the employee is qualified to perform all the required duties of that position.

A laid off employee may also bump a seasonal employee within a work division, and within the same, or lower classification, for the remainder of the seasonal or part-time exempt appointment.

- (D) New employees serving their initial probationary period shall be the first employees "bumped" from any classification affected by the layoff. Any disputes arising from the "bumping" procedure may be submitted to an expedited grievance at Step 3 of the grievance procedure.
- (E) Any employee "bumping" into a classification or position as a result of the layoff procedure shall serve a probationary period of three (3) months.
- (F) Employees recalled within eighteen (18) months shall be recalled by seniority unless special skills are required. The recalled employee's continuous service date shall be adjusted by the period of time the employee was on layoff status.
- (G) Upon recall, the City will reimburse employees for job specific certifications required by the position that were maintained by the employee during the layoff period, such as Water and Wastewater certifications.

If an employee is laid off, they may cash out a portion of their sick leave in accordance with the provisions of Article 12.8 of this contract.

ARTICLE 10 – HOURS OF WORK

10.1 Disclaimer

No provisions of this Contract shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

10.2 Definitions:

- (A) **“Emergency Situations”** means the performance of City functions or services necessary, in the opinion of the City, to protect or preserve the lives, safety, health or property of the citizens of Klamath Falls, threatened by unusual or unforeseen circumstances.
- (B) **“Winter Operations”** means the need to change shift schedules or work hours on short notice during periods of snow and ice removal due to inclement weather.
- (C) **“Disaster”** means an event(s) which demands a crisis response beyond the scope of any single agency, department or service and that presents a threat to the community or a larger area. A disaster requiring resources beyond what are normally available locally and will be a declared situation by the City Manager, the City Mayor, the Governor of the State of Oregon, or by the Federal Government. Disasters could include any man-made or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss, and includes but are not limited to: earthquake, blizzard, volcanic activity, spills of oil or other substances, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage and war.

10.3 Working Hours

Working hours shall consist of no more than eight (8), nine (9), or ten (10) consecutive hours of work interrupted by rest and meal breaks as provided in Section 10.10 within any twenty-four (24) hour period. Employees not at their workstations or returning late from breaks shall be subject to disciplinary action.

10.4 Workday

The regular workday consists of eight (8), nine (9), or ten (10) hours of work plus an unpaid meal period within any twenty-four (24) hour period. Each shift shall have an established starting and quitting time determined by the Department Head or managerial representative. Employees shall report to their assigned work locations ready to work at the start of their scheduled work shift. The employee's reporting place may be changed from time to time by the Department Head or designated managerial representative to correspond with changes that may occur in work sites.

10.5 Work Week

The work week shall begin on Sunday at 12:01 AM and end 168 consecutive hours later at midnight on the following Saturday. For a 9-80 work schedule, the work week shall begin in the middle of the eight (8) hour shift for purposes of equalizing the work week to 40 hours per week. For a 4-9 & 4 schedule, the work week shall begin on Monday with the four (4) hour workday on Friday.

10.6 Work Schedules:

- (A) **“4 – 10 schedule”** means a work schedule of not more than four (4) consecutive ten (10) hour work days followed by not less than seventy-two (72) hours off duty.
- (B) **“9 – 80 schedule”** means a repeating schedule consisting of a work week of four (4) consecutive nine (9) hour work days plus one (1) eight (8) hour workday followed by forty-eight (48) hours off duty, then four (4) consecutive nine (9) hour work days followed by seventy-two (72) hours off duty.
- (C) **“4 – 9 & 4 schedule”** means a repeating schedule consisting of a work week of four (4) consecutive nine (9) hour work days plus one (1) four (4) hour workday.
- (D) **“Standard schedule”** means a work schedule of not more than five (5) consecutive workdays followed by not less than forty-eight (48) hours off duty.
- (E) **“Flexible schedule”** means a mutually agreed upon schedule that will be equal in total hours worked during the work week to that of a “standard schedule” employee but shall not exceed ten (10) work hours in a workday.

10.7 Schedule Changes

Changes in regular work schedules may be made by the Department Head or their designated managerial representative provided that affected employees are given written notice of such changes. Except for emergency situations and winter operations, and for the duration of the emergency or inclement weather conditions, notice of changes in regular work schedules shall be given at least forty-eight (48) hours in advance. Special consideration shall be given to employees who have made definite arrangements for regularly scheduled days off when such arrangements for their regularly scheduled days off conflict with schedule changes. Examples of “definite arrangements,” include but are not limited to, non-refundable financial investments such as airline tickets, where the employee would suffer financial loss.

10.8 Shift Differential

- (A) Employees who are assigned to start their shift between the hours of 3 PM to 3 AM shall be paid one dollar and twenty cents (\$1.20) per hour in addition to their regular rate of pay while assigned to this shift.
- (B) The shift differential herein provided shall not apply to call-back situations as defined in Article 16.5, emergency situations, or winter operations as defined in Article 10.2 lasting two weeks or less and shall not apply to pay for time not worked while on leave of absence with pay but shall be used in computing the overtime rate for shifts worked as defined in subset (a) above.

- (C) An employee regularly assigned to work hours other than as defined in subset (a) above shall not be eligible for shift differential if the workday is extended.

10.9 Shift Exchange for Shift Employees

Upon written approval by the Department Head or their designated managerial representative, with a copy of the approval provided to the Payroll and the Human Resources Departments, employees may, when done within the same work week, exchange shifts and/or standby duty in performance of work in the same capacity. This may occur when the exchange does not interfere with the normal operation of the employees' respective department or division, nor cause any additional financial burden to the City as a result of overtime pay. If the shift exchange involves holiday work, and subject to the foregoing restrictions, the shift duty must be offered and made available to the most senior employee willing to accept the exchange work.

The City shall have no obligation to keep a record of the hours of substitute work nor ensure that the trade is reciprocated. The hours shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime, unless the time worked would have been compensated at the overtime rate if the shift had not been traded. Each employee will be credited as if that employee worked his normal work schedule for that shift.

10.10 Rest and Meal Periods

- (A) Each employee shall take a fifteen (15) minute paid rest period for every work segment of four (4) hours or the "major portion thereof". The major portion of four (4) hours is two (2) hours and one (1) minute. The time at which rest periods are taken by an employee will be determined by the employee's supervisor and shall be scheduled in accordance with the operating requirements and efficiency of each department. Insofar as feasible, the break should be taken approximately midway in the segment of work, and under no circumstances shall be taken at the end of a shift in order to leave work early. Rest periods may not be accumulated, nor shall rest periods have any monetary value if unused. Under no circumstances shall an employee be paid overtime if the employee is unable to take a break.
- (B) Each employee who works six (6) or more hours shall be granted no less than one-half (½) hour as an uncompensated meal period during each work shift. To the extent consistent with operating requirements of each department, meal periods shall be scheduled at or about the middle of the work shift. The City shall furnish an additional one-half (½) hour meal period to any employee who is required to work more than four (4) hours beyond their scheduled quitting time.

10.11 Clean-up Time

Employees may be granted, at the discretion of the supervisor, personal clean up time when needed. The City shall provide the required facilities for the employees. Neither party to this contract shall construe "clean-up time" to mean "quitting early time" or "leave early time," or coming in early from the field. The appropriate amount of clean-up time may vary by division but shall not exceed twenty (20) minutes.

10.12 Emergency Work Outside the Regular Work Schedule

An emergency may be declared by the City in which the employee's schedule and reporting place may be changed immediately. Upon the end of the declared emergency, the involved employee shall be allowed at least sixteen (16) hours off work without loss of compensation.

10.13 Snow and Ice Removal due to Inclement Weather

Because inclement weather often requires long shifts that create difficult working conditions, no employee shall be required to work more than 16 hours without a least a four-hour uninterrupted break. If an employee is requested to work more than 16 hours in a 24-hour period, the employee will receive, in addition to the overtime earned, compensatory time, on an hour for hour basis for each ¼ hour worked over 16 hours in that 24-hour period. The City will attempt to give employees notice of potential winter weather call-outs by monitoring the weather reports and communicating with employees prior to shift changes of the potential for a call back prior to the next regularly scheduled shift, however, it is not always possible to know when winter operations conditions will exist. The City will make every attempt to limit the number of hours requested for any employee to less than 16 hours in any 24-hour period, and to limit the number of days required under these extreme conditions to four consecutive days or less, when possible. The City may also exercise its right to contract with an outside business or use temporary employees to mitigate the undue stress on regular full-time employees during periods of inclement weather.

ARTICLE 11 - HOLIDAYS

11.1 Holidays - The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day (December 25th)

11.2 Eligible Employees

All full-time employees shall receive pay, relative to the hours of the employee's work schedule, for each of the eligible holidays on which they perform no work.

11.3 Weekend Holidays

Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Employees working an irregular workweek shall observe the actual holiday as the holiday, if it occurs on one of their regularly scheduled workdays.

Example: If the actual holiday is on a Sunday and the employee's normal schedule is to work Sunday, then the employee would observe the day as a holiday and enter it as a holiday on their timesheet. In this example, any hours worked would be recorded as holiday work and the employee would receive paid time and a half for hours worked. If the employee is also normally scheduled to work Monday (other employees may be observing Monday as the holiday), the employee is required to work, and it is not considered overtime.

11.4 Holiday During Leave

Whenever a holiday occurs during an employee's authorized leave with pay, such leave shall be charged to holiday time relative to the hours of the employee's work schedule. Employees may use their accrued holiday time in conjunction with their vacation.

11.5 Holiday Work

If the holiday falls on the employee's scheduled workday, the employee shall be paid for time relative to the employee's scheduled hours as holiday time plus time and a half paid for all hours worked on that day.

11.6 Shift Employee Holiday

If the holiday falls on the employee's scheduled day off, the employee shall receive time relative to employee's scheduled hours as holiday time in their holiday bank. Guidelines for using a holiday bank are listed in Section 11.7.

If the holiday falls on the employee's scheduled day off and the employee is called out to work, the employee shall receive time relative to the employee's scheduled hours as holiday time, plus time and a half paid for all hours worked on that day.

11.7 Holiday Bank Accrual

If the holiday falls on the employee's scheduled day off, employee shall receive holiday bank hours relative to the hours of the employee's work schedule for the week in which the holiday falls.

The maximum accrual of holiday time shall be sixty (60) hours. Employees must notify their supervisor two weeks in advance of using the accrual. Written requests made with less than two weeks' notice will not be unreasonably denied.

The Holiday Bank shall be eligible for payout when an employee leaves employment with the City.

11.8 Float Holiday

All full-time employees who have successfully completed their initial probation shall be eligible for an annual floating holiday equal to one day's pay as of their July 1st schedule. The floating holiday shall accrue on July 1st of each year. New employees will not receive the floating holiday until completion of

probation and not until the following July. The floating holiday is to be taken at the discretion of the employee with written supervisory approval with at least two (2) weeks' notice to the supervisor, unless by mutual written agreement the parties decide otherwise. The floating holiday shall be forfeited if not used by June 30th annually. Employees who leave employment prior to using the float holiday will forfeit the holiday.

ARTICLE 12 – SICK LEAVE

12.1 Accumulation

Sick leave is provided by the City to cover "sickness" and is not to be used as a supplement for vacation. Except as may otherwise be specifically provided in this Contract, sick leave must be taken only for the purposes specified in Section 12.3 hereof. Sick leave shall be accrued at the rate of eight (8) hours for each full pay period of employment. Sick leave accrual shall be pro-rated during partial pay periods of employment based on actual hours paid that pay period. (A full pay period is calculated at 173.33 hours). A maximum of 960 hours of sick leave may be kept in an employee's sick leave bank at any given time. Sick leave shall not accrue during any period of unpaid leave of absence or layoff.

12.2 Notification

In the event an employee suffers from sickness and is unable to perform their duties or risk spreading a contagious illness to coworkers, they shall email, text or call in and talk directly to their supervisor or Department Director, no later than fifteen (15) minutes prior to the start of their scheduled shift. Each supervisor or Department Director will provide directive on which type of communication is required for their division or department.

12.3 Utilization

- (A) Sick leave accrued during a current pay period may not be utilized until the following pay period and will not be available until the following calendar month.
- (B) Bargaining Unit employees shall be allowed sick leave compensation when an employee is unable to work because of illness or injury, communicable disease that would endanger other employees or the public, necessity for medical or dental care, parental and family leave by serious illness or disability of the employee's family member as specified by Oregon or Federal Law. Sick leave time shall be used in minimum quarter hour increments.
- (C) Sick leave may also be used for purposes of medical and dental appointments.
- (D) Employees are not eligible for sick leave if continuing to work at another job during the time period for which sick leave is requested.
- (E) Improper use of sick leave shall subject an employee to disciplinary action.
- (F) If your child's school or childcare provider is closed due to a statewide public health emergency, such as COVID-19 pandemic school closures, sick leave, vacation, holiday bank, or comp time may be used.

- (G) Sick leave may also be used in accordance with ORS 659A.272, except as provided in ORS 659A.275 (undue hardship.)

12.4 Sick Leave Verification

Verification by an attending physician or practitioner showing sufficient disability to require the employee's absence from their duties may be required of an employee at the discretion of the supervisor or designee in order for an employee to receive compensable sick leave. Requests to furnish a statement from a medical practitioner may be oral or written. The employee shall be given adequate time to obtain written verification prior to returning to work. Verification for an illness may be requested by the employer at the time of notification by the employee. If the verification does not show disability or illness, the employee could be subject to disciplinary action, up to, and including, termination. Should the City require verification by a medical professional, any costs involved shall be the responsibility of the City, provided the verification shows the necessary disability or illness.

When sick leave is used for immediate family as outlined in 12.3 (B) of this Article, verification of the family member's condition may also be requested by the supervisor or designee, as well as verification of the need for the presence of the employee.

12.5 Transfer of Sick Leave

When an employee is transferred or appointed to another department, the employee's sick leave balance shall be assumed by the new department and the employee shall remain eligible or non-eligible for payout per their current guidelines.

12.6 Unpaid Sick Leave

Sick leave without pay up to three (3) months will be granted, with verification by the employee's physician, and after all other accrued time has been exhausted, for recuperation from illness, accident or pregnancy with no loss of seniority. All leave will be considered for Paid Leave Oregon (PLO), Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Oregon Military Leave Act (OMLA) and Oregon Victims of Domestic Violence, Sexual Assault or Stalking (DVSAS). The "leave year" will be as stated in the City Policy. Upon return from FMLA and corresponding leave, employee must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms as required by law. This leave may be extended by mutual agreement of the parties.

12.7 Integration with Workers' Compensation

When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under Workers' Compensation and their regular net salary. In such instances, prorated charges will be made against the employee's accrued sick leave.

12.8 Sick Leave Payment

In the event of any employee's death, after five (5) years employment, the beneficiary shall receive fifty percent (50%) cash value of all accrued sick leave. All lump sum payments or credits for accumulated sick leave in these instances will be calculated at the employee's current wage rate.

If an employee hired before July 1, 2011, in good standing without disciplinary action pending, leaves City employment, they shall be paid a percentage of no more than a maximum of 960 hours of their accumulated sick time at the following rates:

After 5 years	12.5%
After 6 years	15%
After 7 years	17.5%
After 8 years	20%
After 9 years	22.5%
After 10 years	25%

Upon retirement or separation from the City in good standing, employees hired before July 1, 2011, who elect to continue their group health insurance coverage may choose to utilize up to forty percent (40%) of their accumulated sick leave hours converted to dollar amounts and placed in an “insurance account” instead of the above payout options. The City will utilize this account to pay the health insurance premiums for the retired employee until the fund is exhausted. This “insurance account” benefit continues until Medicare age is reached or until the account is exhausted. When the final balance is used from the “insurance account”, the retiree has the option to pay the City the rest of the current premium or forfeit the final balance. All payments made to insurance have to be made in full and no partial payments will be made by the City.

Example: The final insurance premium is \$1000, but there is only \$500 remaining in the “insurance account”. The retiree has two options: 1) Pay the City \$500 to cover their full premium, or 2) Their final \$500 remaining in the “insurance account” would be forfeited to the City.

Upon separation of employment, and after either payment of sick time in accordance with one of the above options, the employee shall have the number of hours cashed out subtracted from their actual accrual, up to a maximum of 960 hours, and the remaining balance shall be reported to their retirement account as provided by state law.

Employees hired after July 1, 2011, will no longer have accrued sick leave subject to pay out by the City when the Employee leaves the City’s employment. These employees will not be eligible for any of the above payout options.

12.9 Vacation Leave Donation and Use

The purpose of donated vacation leave is to assist any eligible employees with additional leave through the donations from eligible co-workers. All full-time regular employees are eligible to request or donate vacation time in cases deemed as “hardship” by the Human Resources Division. All donations will be kept confidential and donors will remain anonymous.

In order to qualify for a leave donation, an employee must meet the eligibility requirements of the Family Medical Leave Act, Oregon Family Leave Act, and/or Paid Leave Oregon (PLO).

If otherwise qualifying, donated leave may be used to provide paid Family & Medical Leave (FMLA), Oregon Family Leave Act (OFLA), and/or Paid Leave Oregon (PLO) that would otherwise be

unpaid but may not extend the length of Family & Medical Leave (FMLA), Oregon Family Leave Act (OFLA), and/or Paid Leave Oregon (PLO) entitlement.

Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

The Requesting Employee (Recipient) must:

- Provide documentation for a non-work related seriously disabling illness or injury, as certified by a physician.
- Have exhausted all vacation, sick, holiday and compensatory accrued leave.
- Have worked one full year at the City and have received satisfactory performance evaluations.
- Submit a request for donated leave to the Human Resources Division indicating reason and anticipated amount of lost work time.

The Donating Employee:

- Must complete and submit a designated form indicating the desire to donate to the Human Resources Division with manager approval.
- Must retain a minimum of 40 hours vacation leave.

Any decision by the Human Resources Division regarding Vacation Leave Donation will be binding. Donated time is calculated using the number of hours donated at the donator's hourly wage, and the recipient's hourly wage. Announcement of the need for sick leave will be made with the employee's cooperation and approval.

Any donated time will not be taken from the donating employee until it is needed by the requestor. Donations will be processed in order of receipt by Payroll.

12.10 Bereavement Leave

- (A) In the event of death in an employee's immediate family, the employee shall be entitled to utilize up to two (2) weeks of Oregon Family Leave Act bereavement leave. The employee's accrued sick leave may be used to cover this leave. Bereavement Leave must be completed within sixty (60) days of the date on which the eligible employee receives notice of the death of a covered family member. If the employee's sick leave is exhausted, any other type of the employee's accrued leave may be used for Bereavement Leave.
- (B) Upon approval of their supervisor or Department Head, an employee may be granted vacation time off to attend the funeral of someone other than a member of their immediate family. The number of employees who are granted this leave at one time shall be at the discretion of the Department Head, consistent with the need to maintain a minimum workforce during this time.
- (C) As used in this article "immediate family" follows the same definition as above in Article 12, Section 3, B above. For bereavement leave, siblings (biological, by marriage, foster and adopted) qualify in addition to the OFLA qualified immediate family.

ARTICLE 13 – VACATIONS

13.1 Amount of Vacation and Eligibility Requirements

Regular full-time employee shall accrue vacation in accordance with the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Monthly Hours Credited to Employee</u>	<u>Vacation Bank Maximum Balance</u>
0	8 hours	240 Hours
3	10 hours	240 Hours
5	12 hours	240 Hours
10	14 hours	240 Hours
15	16 hours	240 Hours
20 + years*	20 hours*	240 Hours*

*Employees hired after July 1, 2023, will not be eligible to accrue more than sixteen (16) hours of vacation per month with a maximum of two hundred forty (240) hours vacation bank balance.

As a hiring incentive, the City may accept up to ten years of a new hire's prior service in a comparative position with another employer to establish the vacation accrual rate at the time of hire. This will in no way affect seniority used during seeking vacation weeks, job bidding, or recall.

13.2 Utilization of Vacation

Vacation time may be used after completion of the first six (6) months of the employee's probationary period. Vacation leave accrued during the current pay period may not be utilized until the following pay period and will not be available until the following calendar month. Employees responsible for cash receipting of any type will be required to take at least five consecutive days of vacation every calendar year. Whenever practicable and consistent with the needs of the City and the availability of vacation relief, employees shall have the right to select vacation times with at least two weeks' advance notice to the Supervisor. The Supervisor will approve or deny the request within two business days. Written requests made with less than two weeks' notice, will not be unreasonably denied. Departmental supervisors shall schedule the vacation periods chosen by individual employees. Such schedules will be followed unless amended by the Department Head to meet work requirements. All vacation schedules will consider the needs of the department and the seniority of the employees in the department.

An employee who is about to lose vacation because of accrual limitations may, by notifying their supervisor seven (7) days in advance, request the time off to prevent loss of vacation time. Should an employee not be able to utilize the accrued vacation before the cut-off date (with permission from their supervisor), the employee may have until the end of the calendar month to use the vacation.

Such vacation taken by the employee shall not constitute a basis for disciplinary action or loss of pay. No payments shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take a vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

13.3 Termination or Death

In the event of the termination or death of an employee who has completed their probationary period, all accumulated vacation, up to the cap amounts, shall be paid either to the employee or to their heirs, subject to the limitations of Section 13.4 of this Article.

13.4 Vacation Cash Out

An employee shall be permitted to cash out up to forty (40) hours of vacation time if the employee has reached their max accrual at the end of the City's fiscal year, provided the employee has taken a minimum of eighty (80) hours of vacation that year. The payment will be made at the first pay period of the City's next fiscal year. This provision may be used once annually.

13.5 Accumulation

Vacation leave shall be accrued at the rate in accordance with 13.1 for each full pay period of employment. The vacation leave accrual shall be pro-rated during partial pay periods of employment based on actual hours worked that pay period. (A full pay period is calculated at 173.33 hours). A maximum of number of vacation hours in accordance with 13.1 may be kept in an employee's vacation leave bank at any given time. Vacation leave shall not accrue during any period of unpaid leave of absence or layoff.

ARTICLE 14 – OTHER LEAVES

14.1 Educational Leave

Employees may be granted leaves of absence with pay for educational purposes for reasonable lengths of time when requested by the City to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability related to their employment with the City.

An employee shall be reimbursed for all tuition, fees, books, and materials for training courses the City requires the employee to take relative to City employment. The employee must successfully complete the course and, upon request, will turn over to the City such books and materials purchased which may be utilized by other City employees.

14.2 Jury Duty

Any full-time employee shall be entitled to leave with full pay for any time the employee is required to perform jury duty. The employee shall remit to the City any amount received for jury duty. Any mileage and/or meal allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. If an employee is excused or dismissed from jury duty or service, they shall promptly report to work.

14.3 Union Leave

- (A) Employees elected to any Union office or selected by the Union to attend conferences, seminars and conventions shall be allowed up to five (5) working days' time off without pay, but

without loss of benefits and seniority. Such leave shall be limited to no more than two (2) employees from one division at any one time.

- (B) The City agrees to allow time off with reasonable prior notice without loss of pay for members who are designated Union stewards or shift representatives (not to exceed four (4), a list of which will be kept current with the City) for Union business unless such absences seriously hamper the normal operation of the Department. No more than two (2) such employees may be off at one time and no more than two (2) employees from one division at any one time. To this end, exclusive of bargaining activities, but inclusive of grievance investigation/resolution, the Union will be granted a total not to exceed ten (10) working hours per month to designate for said business. A log of time used shall be presented monthly to the Finance & Business Services Director.

14.4 Leave for Union Duties

- (A) Employees shall have time as required, with pay, to attend grievance hearings, fact finding hearings and arbitration hearings. Representatives are to notify managers when needing to talk to employees from another division. In addition to the foregoing, members of the Union's negotiating committee shall be granted time off with pay during their scheduled working hours. No more than four (4) employees may be on that committee, and there shall be no more than two (2) members from a respective division on said committee.
- (B) Additionally, the City shall grant public employees who are designated representatives reasonable time to engage in the following activities during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 2. Attend investigatory meetings and due process hearings involving represented employees;
 3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 4. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
 5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
 6. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
 7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
 8. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
- (C) The City may not reduce a public employee's work hours in order to comply with subsection (B) of this section except to prevent an employee from working unauthorized overtime hours.

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

15.1 Health and Welfare Insurance

Effective December 1, 2023, the City shall pay 83% of the premium up to a maximum of three thousand five hundred dollars (\$3,500) per month and the employee shall pay 17% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

Effective December 1, 2024, the City shall pay 82% of the premium up to a maximum of three thousand five hundred dollars (\$3,500) per month and the employee shall pay 18% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

Effective December 1, 2025, the City shall pay 81% of the premium up to a maximum of three thousand five hundred dollars (\$3,500) per month and the employee shall pay 19% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

Effective December 1, 2026, the City shall pay 80% of the premium up to a maximum of three thousand five hundred dollars (\$3,500) per month and the employee shall pay 20% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

15.2 Employee Contributions

During any year of this agreement, the employee portion will be paid by the employee through payroll deduction.

New employees will be eligible for health insurance coverage on the first day of the first full month of service to the City.

15.3 Retiree Health Coverage

Employees who retire from the City may elect to continue their group health insurance coverage for themselves or for themselves and their spouse provided it is available through the City's current insurance provider and the employee and their spouse qualify for said plan. The cost of the monthly insurance premiums shall be paid by the insured to the City no later than the 24th of each month preceding the desired month of coverage. This benefit continues until eligibility for Medicare is reached, or until premium payments are discontinued, whichever occurs first.

Employees hired before July 1, 2011, who retire from the City who elect to continue their group health insurance coverage may utilize up to 40% of their accumulated sick leave hours converted to dollar amounts and placed in an "insurance account" that the City will utilize to offset the health insurance premiums for the retired employee until the fund is exhausted. This "insurance account" benefit continues until Medicare age is reached or until the account is exhausted.

Employees, hired before July 1, 2011, may utilize this “insurance account” benefit or they may elect to cash out their sick leave in accordance with Article 12.8. Upon retirement, and after either payment of sick time in accordance with Article 12.8 or cash out to this “insurance account,” the employee shall have the number of hours cashed out subtracted from their actual accrual up to a maximum of 960 hours, and the remainder shall be credited to their retirement benefits as provided by state law.

15.4 Life Insurance

The City shall provide life insurance coverage in the amount of twenty thousand dollars (\$20,000.00) to all employees covered by this Agreement.

15.5 PERS

- (A) For the term of this Agreement, the City will continue its participation in the Oregon Public Employees Retirement System (PERS). Said participation includes City payment of established employer contributions.
- (B) Employees will make Member Paid Pre-Tax Contributions to PERS for the IAP six percent (6%) employee portion of PERS effective July 1, 2013.

15.6 HRA

Employees who elect City sponsored health insurance will be eligible for the following provision as stated.

The City shall cause to be created a Health Reimbursement Arrangement account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employee in the Northwest (commonly known as the HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee in the bargaining unit. For the duration of this contract, the City shall deposit \$55 into each employee's account upon opening and shall thereafter deposit \$55 into each account per month.

Employees who opt-out of or waive the City sponsored health insurance will not be eligible for this provision.

15.7 Insurance Opt-Out

If an employee wishes to opt out of City health insurance coverage due to having qualifying employer-sponsored coverage from another family member, the City will pay that employee \$100 per month to be added to a Health Reimbursement Account (HRA). Employees must provide proof of employer-sponsored health insurance coverage from another family member to qualify.

15.8 Insurance Waive

If an employee wishes to waive City health insurance coverage due to having qualifying state or federal sponsored health insurance coverage such as Medicaid, Oregon Health Plan, TRICARE or Tribal Health, the City will annually contribute \$250 to a post-separation Health Reimbursement Account

(HRA) that the employee may use once separated from service or retired from the City. Employee must provide proof of federal or state health insurance coverage to qualify.

ARTICLE 16 – WAGES

16.1 Wage Schedule

Employees shall be compensated in accordance with the wage and classification schedule attached to this contract and marked Exhibit "A," which is hereby incorporated into and made a part of this Contract.

16.1.1 Steps

1. Effective July 1, 2023, each current employee subject to the terms of this contract shall remain in their current position's grade and step. For those employees whose position has been reclassified due to market analysis, they will be placed in the new grade at the step nearest to their current hourly rate of pay which is higher than the employee's current hourly rate of pay.
2. Effective July 1, 2023, each current employee will receive a step increase every year on the anniversary date of their current position. This step increase anniversary date will not change if the employee remains in an AFSCME position.
3. Employees hired on or after July 1, 2023, will receive a step increase every year on the anniversary of their hire date. This step increase anniversary date will not change if the employee remains in an AFSCME position.
4. At the time the employee successfully passes probation, the employee's salary will be placed at the step recommended at the time of offer. This placement will normally be the initial step, but at the discretion of the City Manager, experience may require a higher step.
5. Promotional transfers will be placed at the nearest monthly salary in the new grade that is higher than the employee's current salary. If the employee's salary is above the top of the range in the new grade, the employee's salary will be held constant. Employee initiated transfers that result in the employee moving into a lower grade would result in the salary moving to the same step at the lower grade.
6. Transfers within the same grade will be moved without any salary adjustment. The employee will retain their anniversary date as set out above.

16.2 Compensation Plan – Exhibit "A"

Effective July 1, 2024, the Salary schedule shall be increased by a percentage equal to the All Cities CPI-W – Western Region index 12-month change, ending in January 2024, with a minimum of two percent (2%) and a maximum of five percent (5%).

Effective July 1, 2025, the Salary schedule shall be increased by a percentage equal to the All Cities CPI-W – Western Region index 12-month change, ending in January 2025, with a minimum of two percent (2%) and a maximum of five percent (5%).

Effective July 1, 2026, the Salary schedule shall be increased by a percentage equal to the All Cities CPI-W – Western Region index 12-month change, ending in January 2026, with a with a minimum of two percent (2%) and a maximum of five percent (5%).

16.3 Overtime

Employees shall be compensated at the rate of time and one-half (1½) for all authorized hours worked over 40 hours in a given work week. Overtime hours shall be calculated to the nearest quarter hour.

16.4 Compensatory Time

Compensation for authorized overtime work shall normally be paid in the form of compensatory time off, or at the option of the employee, in the form of compensatory pay at the overtime rate. Compensatory time off not paid in the month earned, will be accrued at time and a half and paid at the current hourly rate when used. Compensatory time off shall be scheduled by agreement between the Department Head or their designated management representative and the employee involved, as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Maximum accrual of compensatory time shall be eighty (80) hours. Any accrual in excess of eighty (80) hours shall be paid at the overtime rate during the period in which it is earned.

Accrued compensatory time will be paid out at the current hourly rate when an employee leaves employment. In the event of the death of an employee, all unpaid compensatory time shall be paid, at the regular rate of pay which the employee would have received had they not died, to the estate of the deceased employee, or to any other beneficiary legally entitled to receive such payment.

16.5 Call-back Time

Any employee called back to work after they have completed their regular scheduled shift and has checked out from work, shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½) for all hours worked during such call-back. Should the employee be called back to work, or called back to work multiple times, and the total hours worked are equal to or less than two (2) hours, only the minimum two (2) hours of call-back time shall be paid. In the event that a call-back or multiple call-backs exceed two (2) hours, call-back time shall be paid for actual hours worked in two (2) hour increments.

16.6 Standby Pay

When assigned to standby duty by their Department Head or designated management representative, an employee shall be paid two (2) hours straight time pay for standing-by within each twenty-four (24) hour period so assigned. If they are called in for work, the employee shall be paid per the call-back requirements in Article 16.5 in addition to the standard standby pay. The employee shall have the option of taking this time as pay or as accrued compensatory time. The division manager, in accordance with the needs of the division shall determine the method of standby assignment.

An employee who is assigned standby duty shall keep himself/herself available to report within 40 minutes, unless approved by supervisor. An employee who is assigned standby duty and who fails to

comply with the availability conditions specified above shall not receive standby pay for that period and may result in disciplinary action.

Upon written approval by the Department Head or their designated managerial representative, employees may, when done within the same work week, exchange standby duty. This may occur when the exchange does not interfere with the normal operation of the employees' respective department or division, nor cause any additional financial burden to the City as a result of overtime pay. Subject to the foregoing restrictions, the standby duty must be offered and made available to the most senior employee willing to accept the exchange work.

16.7 Acting in Capacity

- (A) Pay Rate Any employee who has been assigned by the Department Head or designated management representative and who, pursuant to such assignment does assume and perform the ordinary day-to-day duties and responsibilities of an AFSCME position of a higher classification other than their own, shall be paid for such work at the rate they would be entitled to if they were promoted to that position. The senior employee, when qualified, shall have first acceptance/refusal of all acting in capacity work within any given division.
- (B) Paid Leave It is expressly understood that an employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during their acting assignment. However, an employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during their acting assignment, commencing with the thirty-first (31st) day of the acting assignment and continuing until said acting in capacity assignment is terminated.

16.8 Incentive Pay

The following certifications, if not a job requirement but used in employment, will be in addition to base salary, and shall be approved by the Department Head and City Manager up to a maximum of six (6) incentive certifications:

- (A) State of Oregon Wastewater (Collections or Treatment) Operator = \$.60 per hour per degree of certification for any certification above a Level II;
- (B) State of Oregon Water System Operator = \$.60 per hour per degree of certification for any Distribution certification above a Level II or for Treatment Level II;
- (C) Herbicide and Pesticide Spray Applicant License \$.60 per hour;
- (D) Other applicable certification or license as determined by the Department Head \$.60 per hour.

Before any incentive is paid, proof of said current certification or license must be furnished to the Human Resources Division. The employee shall be responsible for obtaining and maintaining the applicable license or certification.

16.9 Lead Person Assignment

When an employee is assigned by a department head or designee as lead person over one (1) or more full-time or part-time employees, the employee shall be paid five percent (5%) above their current wage for the duration of such assignment. Under the general direction of a supervisor, an employee designated as a lead person is responsible for directing, coordinating, monitoring and checking the work of the employees over whom the lead person is assigned. The lead person is also responsible for providing the majority of training, and for providing feedback to the supervisor regarding employee performance. The lead person shall be responsible for the quantity and quality of work performed by the assigned employee(s). A lead person is not responsible, and has no authority, to approve leave, discipline, hire, terminate or perform formal evaluations of employees. Persons assigned as lead persons shall perform in such a capacity in addition to the other duties of their normal work classification.

16.10 Reclassifications

When the City deems that a reclassification needs to be implemented, anniversary dates of the affected employees will not be changed due to reclassification. This section will apply to reclassifications that were put into place starting July 2023.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Creation of New Bargaining Unit Position

The City shall give the Union notice when it creates a new Bargaining Unit position that is not listed in the wage schedule attached as an exhibit to this Agreement or when it substantially changes the description of an existing job classification. The City and the Union shall agree upon a wage for such position prior to its implementation. When the job is implemented it shall be posted for five (5) business days in all departments.

17.2 Gender Designations

All reference to employees in this Contract designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees and vice-versa.

17.3 Bulletin Boards

The Union may use reasonable portions of bulletin boards that the City agrees to furnish and maintain in convenient places in each work facility. The Union shall limit its posting of notices and bulletins to such bulletin boards. All material must be dated and must clearly identify the organization. All material must be reasonable and be a reflection of lawful Union activity or interests.

17.4 Equipment Allowance

- (A) The City will supply uniforms to those employees who are required to wear them. The City will replace the uniforms as necessary.
- (B) The City will supply and maintain the City mechanics' coveralls.

- (C) The City will supply rain gear and rubber boots to those employees who are required to work outside in inclement weather or who are required to work in situations that would require such equipment. Such equipment shall fit the employee adequately.
- (D) The City will supply and maintain all tools required for the job.
- (E) The City will provide \$500.00 per year tool allowance to each Fleet Vehicle Mechanic. This allowance will be added to their salary paid annually through payroll every July. The City requests that each mechanic provides receipts for tools purchased and a complete inventory of tools stored on City property for use on the job. The City provides insurance in case of theft for tools. Employees transferred, promoted or newly hired into this position will receive this allowance on their first payroll. For those employees, the allowance will be prorated based on the number of months worked during the current Fiscal Year.

17.5 Commercial Driver's License (CDL)

If it is a requirement for the position, the City shall reimburse employees for initial and renewal of an Oregon Class B Commercial Driver's License (CDL). If it is required for the position, the City shall reimburse or directly pay for all CDL training and tests that are pre-approved by the Division Manager. Employees who are required to obtain and maintain an Oregon CDL, shall obtain required Medical Examiner's Certificate through a provider specified by the City. When the employee receives services from the City designated provider to obtain a Medical Examiner's Certificate, the City shall pay for all CDL Medical Examiner's Certificate costs.

17.6 Safety

The City and the Union recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and are therefore a mutual obligation. Unsafe or unhealthful practices and conditions shall be called to the attention of those responsible, whether by a supervisor or an employee, and once substantiated by the City; the unsafe conditions shall be remedied as fully as possible. The City shall not discipline or in any manner discriminate against any employee who reports the existence of an unsafe condition or practice.

- (A) Adequate and safe equipment shall be provided for all employees. Any safety clothing or equipment, excluding safety boots, required to be worn or used by employees shall be furnished and maintained by the City. No employee shall be expected to operate any equipment or to perform a work assignment that is reasonably considered unsafe. No employee shall be required to perform work that they are unqualified to perform.

The City will provide a safety work boot allowance of \$250.00 paid annually through payroll every July payroll to those employees required to wear such equipment. Employees transferred, promoted or newly hired into positions eligible for this allowance will receive this allowance on their first payroll. For those employees, the allowance will be prorated based on the number of months worked during the current Fiscal Year. This allowance is designed to purchase and maintain safety work boots that meet OSHA standards. Those employees eligible for this allowance shall have a valid boot allowance approval form on file to receive the above allowance.

- (B) Employees shall use all protective equipment required, shall perform their work in a safe manner and shall comply with all safety rules of the City. Employees failing to follow such safety procedures shall be subject to disciplinary action up to, and including, termination.
- (C) The reasonableness of safety rules shall be an appropriate subject for the submission of a grievance in accordance with the procedures set.

17.7 Contracting Out

- (A) Private. The Union shall be notified in writing at least seventy (70) days in advance of any proposed implementation of any contract with a private party that may reasonably be expected to displace any Bargaining Unit member(s). Such notification shall include a detailed analysis of the likely impact on the Bargaining Unit.

If the Union wishes to negotiate the decision and the impact on the Bargaining Unit of such proposed implementation(s), the Union will notify the City in writing of its desire to do so within a period of thirty (30) calendar days from the date of the City's notice of proposed implementation. Upon receipt by the City of the Union's intention to bargain, the parties shall implement the collective bargaining process under the procedures of state statute.

- (B) Public. The Union shall be notified in writing at least seventy (70) days in advance of any proposed implementation of any contract with another public entity that may reasonably be expected to displace any Bargaining Unit member(s). Such notification shall include detailed analysis of the likely impact on the Bargaining Unit.

If the Union wishes to negotiate the impact on the Bargaining Unit of such proposed implementation(s), the Union will notify the City in writing of its desire to do so within a period of thirty (30) calendar days from the date of the City's notice of proposed implementation. Upon receipt by the City of the Union's intention to bargain, the parties shall implement the collective bargaining process within seven (7) calendar days under the procedures of state statute. Provided, however, City retains the right to implement as of the implementation date even though said collective bargaining process has not been concluded.

17.8 Future Rules

The parties jointly recognize that the elected and appointed officials of the City are directly responsible to the citizens of the City and to the public for the performance of the functions and services performed by the City government. This responsibility cannot be delegated. For this reason, it is jointly recognized that the City, by and through the City Council and the City Manager, must and does retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Contract provided that the requirements of law will always be paramount. All work rules that have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of ten (10) consecutive workdays and shall be furnished to the Union.

17.9 Entire Agreement

As of the date of signing, this Contract constitutes the sole and entire agreement between the parties. This Contract completely and correctly expresses all of the rights and obligations of the signing

parties. Any side-letters or memorandum of understanding dated before the signing of this contract are no longer valid. For the life of this contract, the City and the Union each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Contract, or with respect to any subject or matter which was, or might have been, raised in bargaining, but which is not specifically referred to or covered in this Contract, unless the parties agree mutually to do otherwise.

ARTICLE 18 - WORKERS' COMPENSATION

18.1 Application

This Article applies only to injuries that occur while on the job as an employee of the City of Klamath Falls. An employee suffering injury outside of their city employment will be required to obtain a full medical release from their treating physician before being allowed to return to work.

If an employee is injured on the job, the employee is required to abide by the Workers' Compensation section of the City's Employee Handbook.

18.2 Salary Coverage and Benefits

When an injury occurs in the course of employment, no sick leave shall be charged against an employee's accrued sick leave. The City shall pay employee's regular salary for all such injuries that require an absence of three (3) days or less including follow up appointments if such appointments cannot be scheduled during non-work hours. In the event any injury requires an absence of more than three (3) days, the employee shall receive payment in lieu of salary from the City's insurer in accordance with the Worker's Compensation Laws. During this period, the employee shall accrue all other rights and benefits as if they were working.

If an employee is injured on the job and their workers' compensation claim is accepted, the employee may request that the City pay the employee the difference between time loss wages received under workers' compensation and their regular salary rate with the utilization of employee's accrued leave.

The dollar value paid by the City will be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued leave. Wages paid by the City for a leave period covered by workers' compensation will be paid first from accrued sick leave. Upon exhaustion of the employee's sick leave, the employee may choose to use their vacation or compensatory leave. Upon exhaustion of the employee's sick leave, vacation leave or compensatory time, the City's supplemental payments will stop.

If an employee has received accrued leave from the City while waiting for a time loss payment, then they must reimburse the City any pay overages.

If the employee does not request leave use, then it will be assumed that the employee does not want to use their leave accruals, and no accruals will be paid.

If the worker's compensation claim is denied, all future use of accrued leave for the time loss event will revert to the leave policies as written in this contract.

An employee receiving workers' compensation time loss payments shall continue payments for their portion of payroll deduction benefits if they wish to continue coverage(s).

18.3 Return to Work

Any employee who is injured on the job and on medical leave shall notify the City as soon as practical of receipt of a medical release from their physician. Any dispute over the sufficiency of the release shall be resolved through the grievance procedure in this Agreement. If the employee has a full medical release, they shall be returned to work at their previous job so long as it exists. If the employee is not able to return to their previous job, they shall be placed in a comparable position at their previous salary rate including any subsequent increases as long as they meet the minimum job qualifications and have greater seniority.

18.4 Light Duty

An employee who has less than a full medical release from their physician to return to their former job may be returned to light duty if such duty is available and the employee is qualified to perform the duty under the following conditions:

- (A) The light duty job is consistent with the medical restrictions indicated by their physician; and
- (B) It is understood that the light duty job is not permanent and may expire either upon a full medical release from their physician consistent with the foregoing sections of this Article, or a decision by the City.

ARTICLE 19 – DRUG AND ALCOHOL-FREE WORKPLACE

19.1 Intent

The City and the Union agree that every effort must be made to reserve a work environment free from the effects of drugs, alcohol or other performance impairing substances.

19.2 Policy

The City of Klamath Falls Drug Free Workplace Policy is incorporated herein by this reference.

ARTICLE 20 - SAVINGS CLAUSE AND FUNDING

20.1 Savings Clause

Should any Article, Section, or portion thereof, of this Contract be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Contract and the contract as a whole shall continue without interruption for the term hereof.

20.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by this Contract must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of Klamath Falls. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. Any reduction in the workforce that is required due to budget limitations will be accomplished whenever possible by attrition.

ARTICLE 21 – CONTRACT TERMS

21.1 Contract Term

This Contract shall be effective on July 1, 2023 and shall remain in full force and effect through June 30, 2027. This Contract shall remain in full force and effect during the period of negotiation of a successor contract.

21.2 Execution

- (A) Either party may initiate negotiation of a successor agreement to this contract by serving written notice to that effect upon the other party no earlier than September 1, 2026 and no later than December 15, 2026. Negotiations shall commence as soon as feasible thereafter.
- (B) A failure by either party to initiate negotiation for a successor agreement to this contract in accordance with paragraph (A), above, shall result in this contract being extended for one subsequent fiscal year (July 1, 2027 through June 30, 2028). In this event, either party may give notice to negotiate a successor agreement by following the provisions of paragraph (A) with the corresponding respective dates.
- (C) In witness whereof, the City and the Union have executed this contract by the signatures of their respective authorized representatives.

CITY OF KLAMATH FALLS

AFSCME LOCAL #2451

Michael Swanson, City Attorney

Brenda Johnson, Council 75 Representative

Jessica Lindsay, Finance & Business Services Director

Joshua Mattos, Local AFSCME President

Kelby Miller, Airport Operations Manager

Jon Anderson, Local AFSCME Vice President

Toni Thompson, Human Resources Supervisor

Eric Thornton, Local AFSCME eBoard Member

Jonathan Teichert, City Manager

Kurt Wall, Local AFSCME eBoard Member

Exhibit A – Collective Bargaining Agreement
 City of Klamath Falls – AFSCME Local 2451
 Effective July 1, 2023 – June 30, 2027

Position	Grade	Position	Grade
Custodian	108	Wastewater Collections Operator III	115
Water Distribution Operator Associate**	108	Engineering Technician I	115
Collections Distribution Operator Associate**	108	Wastewater Treatment Operator I	115
Treatment Operator Associate**	108	Water Distribution Operator II	115
Accounting Assistant	110	Planning Assistant*	115
Court Services Assistant	110	Maintenance Specialist*	115
Maintenance Associate	110	Airport Operations Specialist	116
Parks Maintenance Associate	110	Engineering Technician II	116
Meter Servicing Associate	110	Street Equipment Operator III	116
Customer Accounts Assistant*	110	Wastewater Collections Operator IV	117
Wastewater Collections Operator I	111	Pretreatment Coordinator	117
Street Equipment Operator I	111	Skilled Maintenance Specialist	117
Parking Enforcement Officer	112	Wastewater Treatment Operator II	117
Customer Accounts Representative**	112	Water Distribution Operator III	117
Parks Maintenance Specialist	112	Assistant Planner	118
Accounting Technician	113	Senior Engineering Technician	118
Wastewater Collections Operator II	113	Senior Engineering Technician - Design/GIS	118
Court Services Specialist	113	Fleet Vehicle Mechanic	118
Street Equipment Operator II	113	Water Distribution Operator IV*	119
Meter Servicing Specialist	113	Wastewater Treatment Operator III	119
Permitting & Plans Technician	113	Junior Engineer**	119
Utility Locate Specialist	113	Maintenance Signal & Instrument Technician	119
Water Distribution Operator I	113	Associate Planner	120
Customer Accounts Representative, Senior*	113	Assistant Engineer	121
Community Service Officer	114	Construction Inspector	121
Court Services Specialist, Senior	114	Wastewater Treatment Operator IV	121
Water Warehouse Coordinator	114	Maintenance System Control Specialist	121
Airport Operations Associate*	114	System Control Specialist, Senior*	122
		Associate Engineer	123

* These positions are new with this contract

**These positions have new titles with this contract

Exhibit A – Collective Bargaining Agreement
 City of Klamath Falls – AFSCME Local 2451
 Effective July 1, 2023 – June 30, 2027

Step Table – Effective July 1, 2023

	Step >>>>>													
Grade VVV	0	1	2	3	4	5	6	7	8	9	10	11	12	13
108	\$18.45	\$19.18	\$19.95	\$20.75	\$21.37	\$22.01	\$22.67	\$23.35	\$24.05	\$24.78	\$25.27	\$25.78	\$26.16	\$26.56
109	\$19.21	\$19.98	\$20.77	\$21.61	\$22.25	\$22.92	\$23.61	\$24.32	\$25.05	\$25.80	\$26.31	\$26.84	\$27.24	\$27.65
110	\$20.01	\$20.81	\$21.64	\$22.51	\$23.18	\$23.88	\$24.59	\$25.33	\$26.09	\$26.88	\$27.41	\$27.96	\$28.38	\$28.81
111	\$20.85	\$21.69	\$22.55	\$23.45	\$24.16	\$24.88	\$25.63	\$26.40	\$27.19	\$28.01	\$28.57	\$29.14	\$29.58	\$30.02
112	\$21.75	\$22.62	\$23.52	\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21	\$29.80	\$30.39	\$30.85	\$31.31
113	\$22.69	\$23.59	\$24.54	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58	\$30.47	\$31.08	\$31.70	\$32.18	\$32.66
114	\$23.68	\$24.62	\$25.61	\$26.63	\$27.43	\$28.26	\$29.10	\$29.98	\$30.88	\$31.80	\$32.44	\$33.09	\$33.58	\$34.09
115	\$24.72	\$25.71	\$26.74	\$27.81	\$28.64	\$29.50	\$30.39	\$31.30	\$32.24	\$33.21	\$33.87	\$34.55	\$35.07	\$35.59
116	\$25.84	\$26.87	\$27.95	\$29.06	\$29.94	\$30.83	\$31.76	\$32.71	\$33.69	\$34.70	\$35.40	\$36.11	\$36.65	\$37.20
117	\$27.01	\$28.09	\$29.21	\$30.38	\$31.29	\$32.23	\$33.20	\$34.19	\$35.22	\$36.27	\$37.00	\$37.74	\$38.30	\$38.88
118	\$28.24	\$29.37	\$30.55	\$31.77	\$32.72	\$33.70	\$34.71	\$35.76	\$36.83	\$37.93	\$38.69	\$39.47	\$40.06	\$40.66
119	\$29.55	\$30.73	\$31.96	\$33.24	\$34.23	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.48	\$41.29	\$41.91	\$42.54
120	\$30.92	\$32.16	\$33.44	\$34.78	\$35.82	\$36.90	\$38.00	\$39.14	\$40.32	\$41.53	\$42.36	\$43.21	\$43.85	\$44.51
121	\$32.37	\$33.67	\$35.01	\$36.41	\$37.51	\$38.63	\$39.79	\$40.99	\$42.21	\$43.48	\$44.35	\$45.24	\$45.92	\$46.61
122	\$33.89	\$35.25	\$36.66	\$38.13	\$39.27	\$40.45	\$41.66	\$42.91	\$44.20	\$45.53	\$46.44	\$47.36	\$48.07	\$48.80
123	\$35.51	\$36.93	\$38.41	\$39.95	\$41.14	\$42.38	\$43.65	\$44.96	\$46.31	\$47.70	\$48.65	\$49.62	\$50.37	\$51.12

