COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KLAMATH FALLS

and

AFSCME LOCAL 2451

EFFECTIVE DATE:

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS

PREAMBLE **4**

ARTICLE 1 – RECOGNITION **4**

1.1 Recognition 4
1.2 Scope of the Bargaining Unit 4
1.3 Temporary Employee Definition 5

ARTICLE 2 - MANAGEMENT RIGHTS **5**

ARTICLE 3 – JOINT LABOR-MANAGEMENT COMMITTEE **5**

3.1 Membership 5
3.2 Issues 5
3.3 Meetings 6

ARTICLE 4 - UNION SECURITY **6**

4.1 Discrimination Because of Union Activity Prohibited 6
4.2 Union Activity on City Time 6
4.3 Union Membership 6
4.4 Fair Share Service Fee 6
4.5 Dues Deductions 7

ARTICLE 5 - STRIKES AND LOCKOUTS **8**

5.1 Strikes 8
5.2 Lockout 8

ARTICLE 6 - DISPUTE SETTLEMENT **8**

6.1 Grievance Definition. 8
6.2 Exclusive Remedy 8
6.3 Determination of Merit 8
6.4 Time Limits and Procedures 9
6.5 Informal Discussion Permitted 9
6.6 Grievance Meetings 9
6.7 Witnesses 9
6.8 Confidentiality 10
6.9 Grievances at Step 1 10
6.10 Grievances at Step 2 10
6.11 Grievances at Step 3 11
6.12 Grievances at Step 4 11
6.13 Mediation 12

ARTICLE 7 – PROBATIONARY PERIOD **12**

7.1 Probation Period Definition 12
7.2 Initial Probation 13
7.3 Promotion and Transfer Probation 13
7.4 Limitations 13

ARTICLE 8 – DISCIPLINE AND DISCHARGE **14**

8.1 Disciplinary Action 14
8.2 Discharge 14
8.3 Right to Grieve Discipline 15
8.4 Initial Hire Probationary Employees 15
8.5 Discipline During Promotional Probationary Period 15
8.6 Personnel Files 15

ARTICLE 9 – SENIORITY AND LAYOFFS 16

9.1 Seniority Defined 16
9.2 Seniority Lists 16
9.3 Loss of Seniority 16
9.4 Seniority Preference 16
9.5 Filling of Vacancies 16
9.6 Divisional Shift Assignments 17
9.7 Seniority Outside the Bargaining Unit 17
9.8 City Service Reductions 17
9.9 Layoff 17

ARTICLE 10 – HOURS OF WORK 18

10.1 Disclaimer 18
10.2 Definitions: 19
10.3 Shift Differential 19
10.4 Working Hours 20
10.5 Workday 20
10.6 Work Schedules 20
10.7 Shift Exchange for Shift Employees 21
10.8 Split Shifts 21
10.9 Rest and Meal Periods 21
10.10 Clean-up Time 21
10.11 Emergency Work Outside the Regular Work Schedule 22
10.12 Snow and Ice Removal due to Inclement Weather 22

ARTICLE 11 - HOLIDAYS 22

11.1 Holidays - The following days shall be recognized and observed as paid holidays: . 22
11.2 Eligible Employees 22
11.3 Holiday Pay 23
11.4 Weekend Holidays 23
11.5 Float Day 23
11.6 Holiday During Leave 23
11.7 Holiday Work 23
11.8 Shift Employee Holiday Not Worked 23

ARTICLE 12 – SICK LEAVE 24

12.1 Accumulation 24
12.2 Transfer of Sick Leave 24
12.3 Utilization 24
12.4 Notification 24
12.5 Sick Leave Verification 24
12.6 Unpaid Sick Leave 25
12.7 Integration with Workers' Compensation 25
12.8 Sick Leave Payment 25
12.9 Sick Leave Incentive 26
2.10 Sick Leave Donation 26
12.11 Compassionate Leave 27

ARTICLE 13 – VACATIONS 27

13.1 Amount of Vacation and Eligibility Requirements 27
13.2 Vacation Times 28
13.3 Termination or Death 28

13.4 Vacation Carry Forward 28
ARTICLE 14 – OTHER LEAVES 28
14.1 Educational Leave 28
14.2 Jury Duty 29
14.3 Union Leave 29
14.4 Leave for Union Duties 29
ARTICLE 15 – HEALTH AND WELFARE BENEFITS 29
15.1 Health and Welfare Insurance 29
15.2 Employee Contributions 29
15.3 Retiree Health Coverage 30
15.4 Life Insurance 30
15.5 PERS 30
ARTICLE 16 – WAGES 30
16.1 Wage Schedule 30
16.2 Compensation Plan – Exhibit "A" 31
16.3 Overtime 31
16.4 Compensatory Time 31
16.5 Call-back Time 32
16.6 Standby Pay 32
16.7 Acting in Capacity Pay 32
16.8 Incentive Pay 33
ARTICLE 17 - GENERAL PROVISIONS 33
17.1 Creation of New Bargaining Unit Position 33
17.2 Gender Designations 33
17.3 Bulletin Boards 34
17.4 Equipment Allowance 34
17.5 Safety 34
17.6 Contracting Out 35
17.7 Future Rules 35
17.8 Entire Agreement 36
ARTICLE 18 - WORKERS' COMPENSATION 36
18.1 Application 36
18.2 Salary Coverage 36
18.3 Return to Work 36
18.4 Light Duty 36
ARTICLE 19 – DRUG AND ALCOHOL FREE WORKPLACE 37
19.1 Intent 37
19.2 Policy 37
ARTICLE 20 - SAVINGS CLAUSE AND FUNDING 37
20.1 Savings Clause 37
20.2 Funding 37
ARTICLE 21 – CONTRACT TERMS 37
21.1 Contract Term 37
21.2 Execution 38

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 one's self 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, Assistant Department Director, Division Manager or Supervisor, Accountant, Senior Accountant, Airport Business Manager, Assistant to the City Manager, Senior Planner, Executive Analyst, Human Resources Representative, Judge, Payroll Technician 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 and Part Time Employee Definition

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. A part time person excluded from representation is an employee hired to work less than 20 hours per week. These positions specifically include Life Guards, Sr. Life Guards, Cashiers, and Swim Instructors.

The City shall notify the Union upon hiring any temporary or part time employee. The Union will have ten (10) business days to grieve whether the position is a temporary employee 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 will be held on the second (2nd) Tuesday of the month beginning at 3p.m.

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 Activity on City Time

The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Union notices and distribution of literature that does not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they may be permitted.

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. Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Employees who decline to join the Union may be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the City on labor/management issues. No employee shall be discriminated against based on his or her membership or non-membership in the Union.

4.4 Fair Share Service Fee

(A) The City and the Union agree to a "Fair Share" agreement for all employees with classifications or job titles covered by this agreement who choose not to become members of the Union. Each employee shall, effective with the beginning of their second (2nd) pay period following their date of hire either join the Union or pay fair share amount. The Union Treasurer shall notify the employer of the amount that shall be deducted monthly from each

non-Union member's compensation and remitted along with all other dues money to the offices of AFSCME Council 75 in Salem.

(B) Such amounts as the Union Treasurer certifies to the City shall remain as the reasonable amount to be deducted hereunder. If the reduced service fee changes at any time, the Union Treasurer shall notify the City in writing 30 days prior to the applicable payroll period.

(C) Employees terminated with less than three (3) working days in any payroll period will not be subject to dues or a like amount of dues deduction for that period.

(D) As provided in ORS 243.650(10), the "fair share" agreement in subsection (a) above of this article may be submitted for a majority vote of the bargaining unit within ninety (90) calendar days after this Agreement has been executed. Such an action would require that 30 percent (30%) of the employees in the bargaining unit submit a petition to the Employment Relations Board (ERB) declaring their desire that the "fair share" provision be de-authorized. An election would then be held by the ERB wherein a majority of those casting ballots would determine the status of this provision.

(E) As provided by ORS 243.666(1) any individual employee who has an objection to the payment of Union dues or payment in lieu of dues to a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member may pay an equivalent amount of money to a non-religious charity. Such an employee will be required to inform the City and the Union of his/her objection. The employee will meet with representatives of the Union to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

(F) 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, attorney fees, investigation costs, and all other such costs.

4.5 Dues Deductions

The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Union or alternatively, in the case of nonmembers, a monthly "in-lieu-of-dues" payment, as defined in Section 4.4 above. Such deduction will be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made. The Union will not expend fair share service fees for partisan political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Payments to approved charities as provided for in section 4.4(e) will be deducted and made separately to the designated charity within the same time limits as dues and fair share service fee deductions are made. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon written request.

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 disavow 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; (2) sending an e-mail and immediate telephone verification to the recipient that the document was received

c) Any or all time limits specified in the grievance procedure may be waived, in writing, by mutual consent of the parties. 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 Department, 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 Department in writing and shall do so within seven (7) business days from the time he/she may first be reasonably expected to have had knowledge of this occurrence. The Human Resources Department will notify the appropriate Supervisor.

(C) This written presentation shall include:

a. The name and position of the employee by or on whose behalf the grievance is brought;
b. The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later;
c. A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position;
d. The specific provision(s) of this contract allegedly violated by the City;
e. The remedy or relief sought by the employee; and
f. The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.

(D) Within seven (7) 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 Director.

(E) If the employee is satisfied with such response, the grievance shall be deemed resolved without further action. If the employee is not satisfied, or if the supervisor fails to respond within seven (7) 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 be forwarded to Step 2 as follows: seven (7) business days after the Step 1 cutoff date, the employee and/or his/her representative shall file with the Human Resources Department. The Human Resources Department shall notify the appropriate Department Head:

1) A written statement setting forth why the Step 1 response failed to resolve the grievance;
2) The supervisor's response (or a statement that the supervisor failed to respond within the time allowed); and
3) A copy of the grievance filed at Step 1.

(B) Within seven (7) business days following receipt of the grievance, the Department Head or designee, will investigate the grievance and respond in writing to the employee and Union. At any time following the Department Head's receipt of the grievance and before the Step 2 cutoff date, 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, after seven (7) business days following the response in writing, or if the employee is not satisfied with the City's Step 2 response, the employee may carry the grievance to Step 3.

6.11 Grievances at Step 3

(A) Grievances unresolved at Step 2 shall be carried to Step 3 as follows: Within seven (7) business days following the Step 2 cutoff date, the employee shall file with the City Manager a written expression clearly setting forth why the previous two City responses to the Step 1 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 seven (7) 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 seven (7) 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.

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 seven (7) business days of the issuance of that decision. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within seven (7) 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, if arrived at pursuant to the provisions of this contract, 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.

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. Such probationary employee shall not be subject to review under the grievance procedures/Article 6 of this agreement.

No more than 15 minutes shall be granted for a Union representative to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the Union's status, organization benefits, facilities, related information and the distribution and collecting of membership applications. This time is not to be used for discussion of labor/management disputes. The presenting Union representative shall suffer no loss of compensation.

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 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, if that position is vacant; or be placed in a similar position equal in pay. Such a promoted or transferred employee shall have access to the grievance procedure for all grievable issues, except, 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 would result in the salary moving to the same step at the lower grade. (I.e. grade 5 step 2 would move to grade 4 step 2.)

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) Verbal Warning
2) Written reprimand;
3) Suspension of up to 30 calendar days without pay;
4) Demotion;
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

An employee who has successfully completed his/her probationary period shall be discharged only for just cause; provided however, that any such employee who is to be discharged shall be considered as suspended without pay for a two (2) calendar week period before such discharge becomes effective. The employee and the Union will be notified in writing that the employee has been so suspended and is subject to discharge, as well as the basis for such 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. A grievance challenging this action (the suspension pending discharge and/or the proposed discharge itself) if any, must be filed within this two (2) calendar week period, otherwise, it shall be dismissed as untimely and moot, and the employee shall forfeit any right to challenge either the suspension or the ultimate discharge.

8.3 Right to Grieve Discipline

Any discipline, except for the verbal 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 this initial hire probationary period, the 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 Department. 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) Prior to voluntary separation from the City and written request from the employee, the City will remove from the employee's personnel file:

1. Verbal 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 that time period.
2. Disciplinary actions other than verbal warning 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 Department will maintain the removed documents required by law. The documents will be maintained in confidence, where possible.

ARTICLE 9 – SENIORITY AND LAYOFFS

9.1 Seniority Defined

Seniority means a regular employee's length of continuous service dating from his/her 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.

9.5 Filling Vacancies

Whenever possible, the City shall fill all bargaining unit vacancies from within the bargaining unit and will post all open City positions for a period of five (5) business days prior to advertising outside the City. Internal candidates, who are on approved leave during these five (5) business days, must if interested, apply upon the day of return. These candidates will be treated as an internal candidate.

In an instance where two (2) or more employees/applicants are relatively equal in performance, fitness and the job skills required for a Bargaining Unit Position, the City agrees to recognize seniority as the determining factor in transfers, acting in capacity or promotions.

9.6 Divisional Shift Assignments

Shift assignments shall be made by divisional seniority and classification unless it is necessary for a supervisor to assign a senior employee to work a shift that requires an experienced person to work that shift. As other employees become certified or experienced seniority shall prevail. The right to take or refuse unscheduled overtime work shall be by divisional seniority except for situations where work is in progress. Those employees assigned to the project will complete the task regardless of seniority.

9.7 Seniority Outside the Bargaining Unit

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

9.8 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.

9.9 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:

1) A position with an equal or lower wage; or

2) 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.

For an employee filling the position of Utility Maintenance Worker II, Grade 6, who is fully qualified, the employee will be allowed to bump into the higher Grade 7 for the position of Treatment Operator II or Collections Operator II, only if the person holding the Utility Maintenance Worker II has more seniority than the "bumped" person and has a current Level II Certificate for the intended position. The person will be placed on the grade/step table at the salary closest to their existing salary without respect to length of service or their previous step.

(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 requires resources beyond what is 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 is 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.

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. Upon an agreement between the employee and the manager, any combination of hours which are equal to eighty (80) hours across the nine (9) working days in a two week period can be approved. However, under no circumstances will the daily total exceed the (10) hours of regular time.

(C) **"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.

(D) **"Flexible schedule"** means a mutually agreed upon schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and /or a work schedule in which the starting and stopping times vary on a daily basis, but not necessarily each day, and/or in which the days of work and not consecutive, but which in any case does not exceed eighty (80) hours in a two week period and no more than ten (10) hours in a work day. This language will not be used as a means to avoid overtime.

10.3 Shift Differential

(A) Career employees who start their shift between the hours of 3 PM to 3 AM shall be paid thirty cents ($0.30) per hour in addition to their regular rate of pay for the time worked.

(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.

10.4 Working Hours

Working hours are a period of twenty-four (24) hours commencing at 0001 hours and ending at 2400 hours containing no more than eight (8), nine (9), or ten (10) consecutive hours of work interrupted by rest and meal breaks as provided in Section 10.9. Employees not at their workstations or returning from breaks on time shall be subject to disciplinary action.

10.5 Workday

The normal work shift shall consist of eight (8), nine (9), or ten (10) hours of work, including rest periods. All employees, except those working on a rotating basis, shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times. Meal periods shall be taken on the employee's time. 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.

The provisions of this paragraph apply only to call-outs or work occurring due to call-out. Subject to the conditions of this paragraph, an employee called back to work under the provisions of Article 16.5 of this contract may start the regularly scheduled shift for the following day at a later time, determined as follows: the employee may report late by as much time as the call back work required the previous night, calculated from the time the call was taken to the time the employee completed the call-out assignment. This provision applies only if any of the time worked falls within an eight hour period ending two hours prior to the start of the employees normal work shift. Any work performed within this two hour period shall be excluded from the employee starting their shift at a later time. The employee shall call the supervisor's voicemail upon completion of the call-out and notify the supervisor regarding the circumstances surrounding the call, how long it took to complete the call, and what time the employee will start the shift the following day. The employee who does not start at the regular scheduled time will accrue compensatory time for the hours it took to complete the call. If multiple people are called out in one night, such that all of them starting the following work day late would impede City function, the supervisor shall determine who will come in to work as scheduled and who will start the day late. Anyone required to start his or her shift at the regularly scheduled time under this provision will be granted a corresponding amount of compensatory time. This paragraph will expire at the end of this contract.

10.6 Work Schedules

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.

10.7 Shift Exchange for Shift Employees

Upon written approval by the Department Head or his/her designated managerial representative, employees may, when done within the same work week, exchange shifts and/or 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. 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.

10.8 Split Shifts

If an employee is required by the City to work a split shift and the time lapse between the first and second half of the split shift is greater than three (3) hours, the employee shall be compensated at the rate of one and one-half (1½) times his/her normal rate of pay for the second half of that shift.

10.9 Rest and Meal Periods

(A) Each employee shall take a fifteen (15) minute rest period as required by federal and state law regarding breaks. 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 shall be granted no less than one-half (½) hour as an uncompensated 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 his/her scheduled quitting time.

10.10 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.

10.11 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.

10.12 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 from midnight to midnight, 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)
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)

The maximum accrual of holiday time shall be 40 hours

11.2 Eligible Employees

Employees who work the last regularly scheduled day before and the first regularly scheduled day after any of the above named holidays shall receive one (1) day's pay for each such holiday on which they perform no work.

11.3 Holiday Pay

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.

11.4 Weekend Holidays

Whenever the 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.

11.5 Float Day

Employees shall be eligible for an annual floating holiday after completion of probation. The floating holiday will be presented in July 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 is not accumulative, and shall be forfeited if not used by the end of the fiscal year.

11.6 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.

11.7 Holiday Work

If the holiday falls on the employee's scheduled work day, 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.

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.

11.8 Shift Employee Holiday Not Worked

If the holiday falls on the employee's scheduled day off, and the employee does not work, the employee shall receive time relative to employee's scheduled hours as holiday time off.

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 may 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 calendar month of active employment. A maximum of 960 hours of sick leave may be accrued by an eligible employee.

12.2 Transfer of Sick Leave

When an employee is transferred or appointed to another department, paid sick leave credit shall be assumed by the new department.

12.3 Utilization

(A) Accumulated sick leave may be used after 91 days of employment per Oregon State Law.

(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 as specified by Oregon or Federal Law, or by serious illness or disability of the employee's husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, foster father, foster mother, foster son, foster daughter, stepfather, stepmother, stepson, stepdaughter, uncle, aunt, or relative of either spouse residing in the immediate household of the employee. Sick leave may also be used for purposes of medical and dental appointments. Sick leave time shall be used in minimum quarter hour increments.

(C) Employees are not eligible for sick leave if continuing to work at another job during the time period for which sick leave is requested.

(D) Improper use of sick leave shall subject an employee to disciplinary action.

12.4 Notification

In the event an employee suffers from "sickness" and is unable to perform his/her duties, he/she shall call in and talk directly to his/her supervisor or Department Director, no later than 15 minutes after the start of his/her scheduled shift, in regards to his/her expected absence, and the nature and expected length thereof prior to the start of his/her regular work shift.

12.5 Sick Leave Verification

(A) Verification by an attending physician or practitioner showing sufficient disability to require the employee's absence from his/her 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. The employee shall be given adequate time to effect the 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, the employee could be subject to

disciplinary action. 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.

(B) When sick leave is used for immediate family as outlined in 12.3(a) 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.

12.6 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 FMLA/OFLA, OMLA and OVCCLA. 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 his/her regular net salary. In such instances, prorated charges will be made against the employee's accrued sick leave.

12.8 Sick Leave Payment

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.

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. Sick leave shall not accrue during any period of leave of absence or layoff.

If an employee hired before July 1, 2011, in good standing or without disciplinary action pending, retires, resigns, is laid off, or his/her recall rights expire, he/she may be paid a percentage of no more than a maximum of 960 hours of his/her 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, and after either payment of accumulated sick time in accordance with this Article or section 15.3, the employee shall have the number of hours cashed out or converted to an "insurance account" subtracted from his/her actual

accrual up to a maximum of 960 hours, and the remainder shall be credited to his/her retirement benefits as provided by state law.

12.9 Sick Leave Incentive

At the end of each fiscal year, employees who have 500 hours or more of accumulated sick leave on the books shall receive a floating holiday to be used in accordance with the provisions of section 11.5 of this contract.

12.10 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 Department. 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 and/or the Oregon Family Leave Act.

An employee who is receiving, or is eligible to receive, any type of retirement disability, short-term or long-term disability insurance, or other supplemental income is not eligible to receive donated leave.

Donated hours must not be processed in an amount greater than that which is approximately necessary to cover the employee's next occurring pay period.

If otherwise qualifying, donated leave may be used to provide paid Family & Medical Leave that would otherwise be unpaid, but may not extend the length of Family & Medical Leave 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 and compensatory accrued leave and not be on, or eligible for, disability leave or pay.
- Have worked one full year at the City and have received satisfactory performance evaluations.
- Submit a request for donated leave to their immediate manager and copy to Human Resources 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 Department with manager approval.
- May donate up **to a** maximum of 40 hours of vacation time per calendar year, but must retain a minimum of 40 hours vacation leave.

Any decision by the Human Resources Department regarding Vacation Leave Donation will be binding. Donated time is calculated using the number of hours donated 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 unused leave will be returned proportionately to those who submitted donations.

12.11 Compassionate Leave

(A) In the event of death in an employee's immediate family, the employee shall be entitled to utilize up to five (5) days for compassionate leave within five hundred (500) miles of Klamath Falls, Oregon 97601 and up to seven (7) days beyond five hundred (500) miles of Klamath Falls, Oregon, 97601 of his/her accrued sick leave as compassionate leave.

(B) Upon approval of his/her supervisor or Department Head, an employee may be granted vacation time off to attend the funeral of someone other than a member of his/her 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" means husband, wife, parents, step parents, or parents-in-law, grandparents, grandparents-in-law, siblings, siblings-in-law, children, step children, grandchild, and/or other dependents of the employee in loco parentis, and qualified domestic partners and their children, grandchildren and parents.

ARTICLE 13 – VACATIONS

13.1 Amount of Vacation and Eligibility Requirements

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

Years of Completed Continuous Service	Monthly Hours Credited to Employee
0 - 3 years	8 hours
3 - 5 years	10 hours
5 - 10 years	12 hours
10 15 years	14 hours
15 - 20 years	16 hours
20 + years	20 hours

Employee hired after July 1, 2013, shall not be eligible for 20 hours per month at 20 years. The maximum accrual for these employees will be 16 hours per month and will be reached at 15 years of service.

13.2 Vacation Times

Vacation time may be used after completion of the first six (6) months of the employee's probationary period. 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 give proper consideration to the needs of the department and the seniority of the employees in the department.

13.3 Termination or Death

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

13.4 Vacation Carry Forward

An employee shall utilize accrued vacation within one (1) year of accrual. An employee who is about to lose vacation because of accrual limitations may, by notifying his/her 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, their supervisor may, by their discretion, allow the time to be used within a short period after said date.

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.

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 his/her 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

An 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 prior to noon, or his/her regularly scheduled lunch period, he/she shall promptly report to work.

14.3 Union Leave

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 day's 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.

14.4 Leave for Union Duties

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.

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

15.1 Health and Welfare Insurance

Effective July 1, 2016, the City shall pay 89% of the premium up to a maximum of $1600.00 per month and the employee shall pay 11% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

Effective July 1, 2017, the City shall pay 88% of the premium up to a maximum of $1600.00 per month and the employee shall pay 12% of the premium and any remainder above the City's maximum regardless of percentage for medical, dental and vision health care benefits.

Effective July 1, 2018, the City shall pay 87% of the premium up to a maximum of $1600.00 per month and the employee shall pay 13% 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 his/her actual accrual up to a maximum of 960 hours, and the remainder shall be credited to his/her 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 (OPERS). Said participation includes City payment of established employer contributions.

(B) Employees will begin making Member Paid Pre-Tax Contributions to PERS for the IAP 6% employee portion of PERS effective July 1, 2013.

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.

16.1a Steps

1. The Step Chart included in Exhibit A will be updated with the annual COLA based on the CPI-W, Western Region, January to January.
2. Effective with this contract, employees will receive step increases every year on the anniversary date from their first date in the current position.
3. 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.
4. 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. (i.e. grade 5 step 2 would move to grade 4 step 2.)
5. Transfers within the same grade will be moved without any salary adjustment. The employee will retain the anniversary date from their first placement in this grade as if they had not changed positions.

16.2 Compensation Plan – Exhibit "A"

Year 1 wages are shown on Exhibit A and the wages adjusted for the 2.6% CPI-W Western Region January – January as published April 12, 2016.

Year 2 COLA: Effective July 1, 2017, the wage rates on Exhibit A will be adjusted for cost of living based on the CPI-W Western Region January 2016 – January 2017 with a minimum of 0% and a maximum of 3%.

Year 3 COLA: Effective July 1, 2018, the wage rates resulting from the Year 2 adjustments will be further adjusted by the CPI-W Western Region January 2017 – January 2018 with a minimum of 0% and a maximum of 3%.

16.3 Overtime

Employees shall be compensated at the rate of time and one-half (1½) for any authorized hours in excess of their regularly scheduled work shift. 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 applicable rate. 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 rate of one and one-half (1½) times the employee's normal rate of pay during the period in which it is earned.

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 he/she 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 he/she has completed his/her 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 his/her Department Head or designated management representative, an employee shall be paid an amount equivalent to two (2) hours straight time pay for standing-by within each twenty-four (24) hour period so assigned. If he/she is called in for work, the standby pay shall be paid in addition to the call-back pay under Article 16.5. The employee shall have the option of taking this time as pay or as compensatory time on the books. (Under no circumstances shall any compensatory time benefits under this provision ever be cashed out at time and one-half (1½). 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 his/her 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 Pay

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 his/her own, shall be paid for such work at the rate he/she would be entitled to if he/she 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.

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 his/her 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 his/her 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 at the Department Head's sole discretion to a maximum four (4) incentive certifications:

a) State of Oregon Waste Water (Collections or Treatment) Operator = $.30 per hour per degree of certification for any certification above a Level II;

b) State of Oregon Water System Operator = $.30 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 $.30 per hour;

d) Other applicable certification or license as determined by the Department Head $.30 per hour.

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

16.9 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 retroactively apply to reclassifications that were put into place starting on September 2015.

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 mechanic's 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 $450.00 per year tool allowance to each Mechanic, added to their salary throughout the year. 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.

17.5 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 he/she is unqualified to perform.

b) The City will provide safety work boot allowance of $375.00 every two (2) years to those employees required to wear such equipment, with the exception of engineers who shall receive $300 every two (2) years. The two-year period will commence July 1, and repeat every odd numbered year. Employees transferred, promoted or newly hired into positions covered by this Contract provision will be able to utilize the safety work boot allowance on a quarterly prorated basis within the two-year period as of their first day on the job. Use of this allowance will be tracked by the division supervisor. This allowance is designed to purchase and maintain safety

work boots that meet OHSA standards. Before any employee receives approval to purchase new boots, they will be required to turn in their old boots to their division supervisor/manager/department director.

c) 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.

d) The reasonableness of safety rules shall be an appropriate subject for the submission of a grievance in accordance with the procedures set.

17.6 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.

17.7 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.

17.8 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.

18.2 Salary Coverage

Employees may use accumulated sick leave to make up the difference to their regular monthly take home salary and any Workers' Compensation benefits they receive for injuries suffered while on the job as an employee of the City of Klamath Falls.

18.3 Return to Work

Any employee who is injured on the job and on medical leave shall notify the City within one (1) day of receipt of a medical release from his/her 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, he/she shall be returned to work at his/her previous job so long as it exists. If the employee is not able to return to his/her previous job, he/she shall be placed in a comparable position at his/her previous salary rate including any subsequent increases as long as he/she meets the minimum job qualifications and has greater seniority.

18.4 Light Duty

An employee who has less than a full medical release from his/her physician to return to his/her former job may be returned to light duty under the following conditions:

a) The light duty job is consistent with the medical restrictions indicated by his/her physician; and

b) It is understood that the light duty job is not permanent and may expire either upon a full medical release from his/her 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 Work Place Policy dated July 13, 1995, 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 work force 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, 2016, and shall remain in full force and effect through June 30, 2019. 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 November 29, 2018 and no later than December 17, 2018. 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 only one subsequent fiscal year (July 1, 2019 through June 30, 2020). 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

Susan Kirby– Support Services Director

Joanna Lyons-Antley - City Attorney

John Barsalou– Airport Director

Jadea Bacchetti – Utility Billing Manager

Toni Thompson – Support Services Analyst

6·29·2016
Date

AFSCME LOCAL #2451

Phil Hurtado - Negotiating Team Member

Barbara Gibson - Negotiating Team Member

Eric Thornton - Negotiating Team Member

Kurt Wall- Negotiating Team Member

Jared Kollen – Council 75 Representative

Exhibit A – Collective Bargaining Agreement
City of Klamath Falls – AFSCME Local 2451
Effective July 1, 2016 – June 30, 2018

Position	Grade	Position	Grade
Custodian *	2	Airport Operations Specialist II	6
Facility Maintenance Worker	3	Distribution Operator II	6
Meter Reader	3	Engineering - Plans Examiner	6
Parking Enforcement Officer	3	Engineering Records Specialist	6
Parks Maintenance Worker	3	Equipment Operator III	6
Cashier	4	Municipal Court Clerk II *	6
Collections Operator I ***	4	PreTreatment Coordinator	6
Distribution Operator I ***	4	Utility Billing Clerk II	6
Equipment Operator I ***	4	Utility Main. Worker II	6
Meter Service Person	4	Water Warehouse Coordinator	6
Treatment Operator I ***	4	Collections Operator II	7
Accounting Technician	5	Distribution Operator III	7
Airport Operations Specialist I	5	Eng. Design Spec/GIS Coordinator	7
Community Service Officer *	5	Fleet Mechanic	7
Engineering Services Rep	5	Journeyman Maintenance Worker	7
Equipment Operator II	5	Treatment Operator II	7
Municipal Court Clerk I	5	Utility Instrumentation Tech	7
Utility Billing Clerk	5	Collections Operator IV	8
Utility Locator	5	Process Control Specialist	8
		System Controls Specialist	8
		Treatment Operator IV	8
		Associate Engineer	10

* These jobs are new with this contract

*** These jobs may utilitize the Operator-in-Training status while a candidate is working toward certification. Once they pass the initial certification they are moved to the 25th percentile and the certification date is used for the date in position for future steps.

New Employees are placed at the SMR Min if they are not subject to the 6% Ee contribution to PERS. They are placed at the 15%'tile of the range when they are subject to the 6% Ee contribution to PERS. When an employee successfully passes probation they will be placed at the 25th percentile.

Effective July 1, 2016 COLA 2.6%

C&C Market Range - Aged to 2016				Standardized Range						Step Table - Effective 7-1-16				
Job Grade	Current SMR Min	Current SMR Max	% Spread	Desired Spread	Calculated SMR Min	Calculated SMR Max	SMR Min	15th %'tile	25th %'tile	Step 1	Step 2	Step 3	Step 4	Step 5 = ~ 55th %'tile
10	5221	7215	38%	40%	5316	7443	5316	5635	5849	5971	6096	6224	6356	6489
8	4751	6278	32%	40%	4715	6601	4715	4998	5186	5295	5406	5520	5635	5754
7	3661	4929	35%	40%	3673	5142	3673	3893	4040	4125	4211	4299	4390	4482
6	3534	4967	41%	40%	3634	5087	3634	3852	3998	4081	4167	4254	4344	4435
5	3229	4485	39%	40%	3298	4616	3298	3495	3627	3703	3781	3860	3941	4024
4	3043	4220	39%	40%	3102	4347	3102	3291	3415	3487	3561	3635	3712	3790
3	2839	3941	39%	40%	2899	4057	2899	3072	3188	3255	3324	3393	3464	3537
2	N/A	N/A		40%	2609	3651	2609	2766	2869	2930	2991	3054	3119	3183