

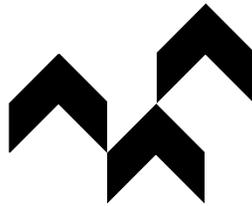
**COLLECTIVE BARGAINING CONTRACT**

THE CITY OF LEBANON, OREGON

AND

THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2043

**July 1, 2016 – June 30, 2019**



CITY<sup>OF</sup> LEBANON



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## AGREEMENT AND PURPOSE

1 THE PARTIES OF THIS AGREEMENT are the CITY OF LEBANON and the AMERICAN  
2 FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO local 2043,  
3 hereinafter named City and Union respectively. The purpose of this document is to establish full  
4 agreement between the parties relating to wages, hours, and working conditions and the resolution of  
5 differences for employees as set forth in the Articles of this Agreement. Changes that directly impact  
6 any provision of this agreement, or any subject of mandatory collective bargaining, may become  
7 eligible for impact bargaining.

8 The City will notify the Union, in writing, at least 30 days prior to the effective date of any planned  
9 changes to the City's Employee Handbook. Those changes that directly impact any provision of this  
10 agreement, or any subject of mandatory collective bargaining, shall become eligible for impact  
11 bargaining. The Union must notify the City, in writing, within ten (10) work days of their desire to  
12 bargain. Failure to provide timely notice of objection to the City (i.e. prior to the proposed effective  
13 date) will result in an automatic bar, or waiver, to raising any future objections or request for impact  
14 bargaining.

15

16

## **ARTICLE 1: RECOGNITION**

### **Section 1. Full Time Employee**

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time (twenty hours per week or more) employees except for members of other certified bargaining units, with respect to matters relating to wages, hours and working conditions. Supervisory employees, confidential employees, part-time employees (employees working less than 80 hours per month), part-time Library and Senior Center employees (library and senior center employees working less than 101 hours per month.) temporary employees, the Maintenance Apprentice Program, and persons hired under a specific state or federally funded government program lasting for one (1) year or less, such as Jobs Plus, RARE, etc., are specifically excluded from the Union contract. Those employees, hired under a state or federally funded program, and who subsequently become AFSCME local 2043 members, shall be excluded from the benefits provided by Article XV of this agreement, in the event state and/or federal job funding ceases.

### **Section 2. Temporary Employee**

An employee hired to work on a temporary basis shall not work more than six (6) months in any one particular position in a twelve (12) month period. The six (6) month duration of a temporary hire may be extended with agreement of the Union. Temporary employees will not work more than 40 hours in a week, unless bargaining unit employees have declined or are otherwise unavailable for overtime. Temporary employees are not entitled to fringe benefits described in this contract (i.e. paid holidays, paid vacation, paid sick leave, etc.). The City has the right to hire temporary employees as the City may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis, to cover for employees who are utilizing sick leave, vacation time and paid or unpaid leaves of absence, to cover work requirements in unanticipated or unexpected circumstances or to carry out work in a shortage of personnel situation as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the forty (40) hour and six (6) month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. The City may not hire any temporary employee, for the purpose of laying off or eliminating any bargaining unit positions. Temporary employees are intended to supplement the work force, or to fill-in for bargaining unit employees on any excused leaves.

### **Section 3. Division of Labor**

Work presently performed by members of the bargaining unit shall not be transferred out of the bargaining unit without providing the Union written notice, information, and the opportunity to bargain the proposed action. Except for work that has been subject to the process outlined in the Memorandum of Understanding that is included as part of this contract. This provision does not preclude continuation of current practices or that which would have a deminimus impact upon the members of the bargaining unit.

## **ARTICLE 2: NONDISCRIMINATION**

1

2 This agreement shall apply equally to all members of the bargaining unit, without regard to race, age, religion,  
3 color, sex, national origins, genetic makeup, physical or mental disability, gender identity, sexual orientation, or  
4 any other status or activity protected by law. The Union and the City shall equally share the responsibility for  
5 upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the  
6 grievance procedure. All references to employees in this Agreement designate both sexes and wherever the  
7 male or female gender is used, it shall be construed to include both male and female employees.

## ARTICLE 3: UNION RIGHTS

### Section 1. Fair Share

(A) The City agrees to deduct the uniformly required Union membership dues each month from the pay of those employees who have authorized such deduction in writing. Except as provided in Section 3.1(B) and upon authorization by the employee to the City, an amount equal to the uniformly required dues will be deducted from the pay of all bargaining unit members.

The amounts so deducted shall be remitted on a monthly basis to the local Union, or as designated by the Union, with a list of the employees subject to the deduction.

(B) Any individual who objects to a payment-in-lieu of dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member (or a sincerely held religious belief) will inform the AFSCME Council 75 field representative of the objection. If the objection is valid, the employee will meet with representatives of Council 75 and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular or fair share union membership dues, as appropriate, to a non-religious charity or charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to AFSCME Council 75 that payment has been made as appropriate.

(C) For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section A or B of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works forty (40) hours or more.

(D) The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article, including termination of employees directed by the Union for non-payment of dues or charitable contributions pursuant to Sections A and B, above. The Union and the City agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

### Section 2. Business Representatives

Upon reasonable notice and proper introduction to management, official union representatives may be allowed access to the work area. Such visits shall be confined to lunch and break periods and shall be attended by not more than two authorized union representatives at one time. At no time shall visits cause an interruption of work. The Union shall provide the City with an updated list of authorized representatives within two weeks following a change in any represented position.

### Section 3. Stewards

Employees who are also Union representatives will be allowed time away from their work assignments without loss of pay when required for the specific purpose of adjusting or avoiding grievances under the procedures defined in the grievance procedure of this Agreement.

The City may change the time of the meeting if the steward's absence from work would, in the City's judgment, constitute an undue disruption of work.

Except as provided above, and in Section 3.5, all time taken off by stewards shall be without pay.

1

2 **Section 4. Bulletin Boards**

3 The Union will be allowed use of adequate space on City bulletin boards to post information regarding  
4 Union business. Specifically, such notices will include information about time and place of meeting,  
5 Union social and charitable activities, and posting of official Union publications.

6 **Section 5. Union Negotiation Team**

7 The Union's negotiation team, to be comprised of no more than three (3) on-duty employees, shall be  
8 permitted to attend negotiation sessions with the City without loss of their regular pay relative to  
9 securing a contract renewal, but shall not require the City to pay overtime should the negotiations  
10 extend past the employees normal quitting time.

11 **Section 6. Contract Distribution**

12 The City shall provide an electronic copy of the Agreement to all bargaining unit members at no cost to  
13 the Union.

14 **Section 7. Access/Use of City Facilities and Equipment**

15 The Union shall be authorized to enter an approved City area or facility for the purpose of conducting  
16 Union business. The Union may also use City owned equipment, as necessary, to facilitate the  
17 conduct of Union business. Use of equipment does not include the use of materials and supplies  
18 purchased by the City.

## ARTICLE 4: HOLIDAYS

1    **Section 1.    Holidays**

2        (A)    Legal Paid Holidays

The following are Legal Paid Holidays:	
New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th
If an employee's normally scheduled days off are Saturday and Sunday, the following applies:	
(1)    If the holiday falls on a Saturday then the preceding Friday shall be the holiday.	
(2)    If the holiday falls on Sunday the following Monday shall be the holiday.	
(3)    If Christmas Eve falls on a Sunday the previous Friday shall be the holiday.	
(4)    If Christmas Eve falls on a Friday the previous Thursday shall be the holiday.	
(5)    If an employee's normal days off are other than Saturday and Sunday and the holiday falls on one of the scheduled days off, the employee shall be able to take an alternative holiday at the mutual convenience of the employee and the City.	

3        (B)    Holiday Pay

4        All bargaining unit members shall receive eight (8) hours of holiday pay for all scheduled holidays,  
5        regardless of their work schedule, provided that:

- 6
- 7            (1) Those bargaining unit members whose normal work shift is ten (10) hours per day, four  
8            (4) days a week, may use personal holiday, comp time or vacation time in order to be paid  
9            a full forty (40) hours for the work week. Those employees having no paid leave time  
10           available may with their supervisors' approval, flex their schedule to work an extra two  
11           hours during a holiday week, but no such additional, approved flex hours shall qualify for  
12           overtime pay. Any leave time used on the holiday to bring the total hours for the holiday  
13           up to the usual shift hours will count as time worked hours for the purpose of calculating  
14           overtime or compensatory time.

- (2) An employee is eligible for holiday pay from date of hire, but must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave.
- (3) If an employee is on authorized vacation or sick leave with pay when a holiday occurs, such holidays shall not be charged against such leave.
- (4) Eligible employees shall receive eight (8) hours pay for each of the holidays listed in Section 1 on which they perform no work. Part-time employees shall have the holiday hours prorated to position FTE. Employees required to work on a recognized holiday shall be compensated for all hours worked on the holiday at one and one-half (1-1/2) times the established straight time rate, in addition to their regular holiday pay. Employees required to work on Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day shall be compensated for all hours worked on those holidays at two (2) times the established straight time rate, in addition to their regular holiday pay. Employees will be encouraged to take compensatory time off for overtime accrued on the holiday. The City will grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation.

(C) Personal Holidays

In addition to those holidays noted above employees shall receive twenty-four (24) hours of personal holiday time per year. Personal holidays shall be granted at the beginning of each fiscal year and shall be utilized during that year. If the supervisor does not allow the employee to take the day(s) off prior to July 1, the personal holiday(s) shall be carried over into the new fiscal year and added to the employee's accumulated vacation time.

New employees shall be granted personal holidays according to the schedule below. The new employee shall not be allowed to take the personal holiday(s) until successful completion of six (6) months of the Trial Service Period. If the Trial Service Period is not concluded by June 30, then the personal holiday hours will be carried over into the next fiscal year.

Personal Holidays For New Hires	
Date of Hire	Hours that can be Accrued
July 1 - Sept. 30	24 hours
Oct. 1 - Dec. 31	24 hours
Jan. 1 - March 31	16 hours
April 1 - June 30	0

## ARTICLE 5: HEALTH AND INSURANCE BENEFITS

### Section 1. Medical, Dental, and Vision Insurance

The city will provide to the employee a choice of health insurance plans with options for medical, dental, and vision.

Upon selection by the employee during open enrollment of a health coverage plan, as available in Appendix C, the Employer will contribute 95% of the aggregate monthly premium, and the employee will pay 5% of the aggregate monthly premium through payroll deduction, not to exceed \$150.00 per month.

### Section 2. Health Reimbursement Account (HRA)/Voluntary Employee Benefit Account (VEBA)

(A) The City agrees to pay the costs necessary to maintain an IRS approved qualifying City established HRA/VEBA for each City employee.

1. Any AFSCME member choosing the High Deductible Medical Insurance plan will receive an annual HRA/VEBA contribution not less than \$2400.00 on or before March 15, following each year's annual enrollment period.
2. Any AFSCME member choosing the Low Deductible Medical Insurance plan will receive and annual HRA/VEBA contribution not less than \$500 on or before March 15, following each year's annual enrollment period.
3. Any AFSCME member choosing to opt out of the Medical Insurance Plan will receive an annual HRA/VEBA contribution not less than \$6000.00 on or before March 15, following each year's annual enrollment period.
4. Any newly hired AFSCME member will receive an HRA/VEBA contribution prorated to the remaining time in the current "insurance benefit year" once the employee has successfully completed their six month trial service period.

(B) The City will provide \$1,500.00 monthly, to each AFSCME member for health insurance benefits for the first year of this contract, \$1,550.00 monthly for the second year of this contract, and \$1,600.00 for the third year of this contract. Any funds remaining after HRA/VEBA contributions and insurance premium payments shall be reviewed and directed by the Union Body.

1. The City shall provide a written document stating the plan selection and premium costs of all the AFSCME bargaining members no later than January 15 of each year of this contract.
2. AFSCME shall notify the City as to the distribution of any remaining funds no later than February 15 of each year of this contract.
3. The City will deposit the remaining funds as notified by AFSCME to the employee HRA/VEBA accounts no later than March 15 of each year of this contract.
4. Under no circumstances shall any remaining funds be paid as cash salary or any other taxable employee benefit.

Should insurance premiums increase in cost during the life of this contract, and at the request of either party, both parties agree to reopen this Article for impact bargaining.

1 **Section 3. Flexible Spending Plan, IRS 125**

2 The City agrees to maintain a flexible spending plan, IRS 125.

3 **Section 4. Life Insurance**

4 For the duration of this Agreement, the City shall provide a Fifty Thousand Dollar (\$50,000) 24-hour  
5 life insurance policy for employees only.

6 **Section 5. Disability Insurance and Accidental Death and Dismemberment**

7 A long term disability insurance program will be provided by the City to supplement existing sick leave  
8 benefits. The disability plan shall pay sixty-six and two-thirds percent (66-2/3%) of the base monthly  
9 salary (to a \$4,500 maximum covered monthly salary); it shall have an elimination period of ninety (90)  
10 days and a maximum benefit period to age 65.

11 **Section 6. Workers' Compensation**

12 Pursuant to applicable law, the City shall continue to provide coverage under the Workers'  
13 Compensation Plan for job connected injuries or disabilities.

14 In the event an employee suffers an injury while on the job with the City for which he or she is eligible  
15 for time loss benefits, such employee shall continue to receive the Medical, Dental, Vision, Long-term  
16 disability and Life Insurance benefits provided for herein for the first one hundred eighty (180) calendar  
17 days of such injury.

18 The City shall pay the employee's regular monthly salary, (established at the time of injury) for the first  
19 one hundred eighty (180) calendar days the employee is off due to a compensable injury.

20 Thereafter, the employee shall be charged a day of accrued sick leave for each day the City  
21 subsidizes the difference between workers' compensation benefits and regular base pay.

22 Any medical appointments resulting from a Workers Compensation injury shall be charged to sick  
23 leave, unless required by the workers' compensation insurance or the City, in which case, the  
24 Employee will be given paid time off, mileage, and any other pre-approved expense related to the  
25 appointment.

26 During any period of workers' compensation leave-related disability absence all accrual banks shall be  
27 frozen (sick leave and vacation benefits) from further accrual until the employee returns to work.

28 **Section 7. Health Care Advisory Committee**

29 A Health Care Advisory Committee shall be appointed to advise on health care insurance programs.  
30 Membership shall consist of 7 members with three (3) designated by the AFSCME bargaining unit and  
31 three (3) exempt employees appointed by the City Manager. The City's insurance broker will also  
32 participate as a subject matter expert. The City Manager will be the committee chair and vote only  
33 when there is a tie. To carry out this task, the Committee shall provide input on proposals and  
34 contracts relating to health care, dental and vision coverage. The Committee shall meet as needed.  
35 Each member shall be responsible for supporting and educating their bargaining unit members or  
36 exempt employees in regards to committee recommendations.

## ARTICLE 6: RETIREMENT

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### Section 1. Plan

For the duration of this Agreement, the City shall continue the current retirement plan.

### Section 2. Deferred Compensation Programs

The City will offer no less than the three existing Deferred Compensation programs to the Union. These programs shall remain available through the life of the contract. Programs may be added during the contract as long as they are approved by the City and the Union.

### Section 3. Insurance

The City will make available insurance coverage to retirees, pursuant to ORS 243, subject to the following:

- A. Retirees are obligated to pay any and all premiums and administrative fees.

## **ARTICLE 7: LEAVES WITH/WITHOUT PAY**

1  
2 **General Policy:** All city employees are expected to report to work and remain at their work assignment (With  
3 the exception of authorized breaks and leaves) every designated work period.

4 All matters relating to all leaves (excused or unexcused) and leave reporting shall be governed by the City's  
5 Employee Handbook.

### **Section 1. Sick Leave**

7 Sick leave shall be accrued at the rate of eight (8) hours for each full pay period worked starting with  
8 employee's date of hire. Sick leave may be used after completing one (1) month of employment with a  
9 maximum accrual of eleven hundred sixty (1160) hours. A full pay period is defined as being in an  
10 unpaid status for no more than twenty-four (24) hours in a pay period. Employees with more than  
11 twenty-four (24) hours in an unpaid status will receive no accrual for that pay period.

12 Unused sick leave shall not be compensated upon termination. Upon retirement, fifty percent (50%) of  
13 the employee's accrued sick leave will be applied to the employee's final retirement calculation as  
14 prescribed by ORS 237.153. Sick leave accrual will be reported by the City to each employee on a  
15 monthly basis.

16 Misuse of sick leave is grounds for disciplinary action up to and including dismissal. The City may  
17 require doctor's verification of all illness.

### **Section 2. Family and Medical Leave**

19 The City shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and  
20 the Oregon Family Leave Act (OFLA). Determined eligibility for FMLA/OFLA shall be on "rolling  
21 forward twelve (12) month basis". That is, every FMLA or OFLA qualifying event shall start a new  
22 year, (twelve (12) month period) for determination of the maximum FMLA/OFLA benefit available to  
23 the employee in the following twelve (12) months. Employees qualifying for FMLA/OFLA shall take  
24 (use) sick leave from the time of FMLA/OFLA qualification until returning to work. If accrued sick leave  
25 is exhausted while on FMLA/OFLA leave, then any accrued vacation leave, personal leave or  
26 compensatory time shall be taken. Please refer to the employee Employee Handbook for a  
27 comprehensive review of the FMLA and OFLA language and how the laws are applicable to individual  
28 circumstances.

### **Section 3. Sick Leave Incentive**

30 An employee may cash out a maximum of 40 hours of unused sick leave, or have deposited into their  
31 Special Pay account up to a maximum of 45 hours in pay, each fiscal year as long as they maintain a  
32 minimum of 100 hours of unused sick leave on the books.

### **Section 4. Sick Leave Fund**

35 The Union shall participate in the City's sick leave fund to the extent so desired by the members.

36 The City wide sick leave fund shall be governed by rules as established by the governing board. The  
37 governing board shall consist of the City Manager, who shall act as chair, an HR representative, and

1 (2) two representatives from AFSCME local 2043.

2 Those rules governing this City wide sick leave fund shall be as unanimously agreed to by the  
3 governing board.

4 An employee who has accumulated the maximum amount of sick leave, one thousand one hundred  
5 and sixty (1160) hours will automatically donate excess sick leave into a sick leave fund. The Union  
6 shall be provided with an annual accounting of time in the fund.

7 In the event the sick leave fund does not have sufficient accumulated hours to cover an approved  
8 request for sick leave, employees may voluntarily donate sick leave hours to the fund. The donating  
9 employee must have four hundred eighty (480) hours of combined vacation and sick leave balance  
10 remaining after the donation to the fund.

11 The City will recognize and grant sick leave approved by the governing board and credit the amount to  
12 the recipient's sick leave account. No City employee will receive donated leave once they are eligible  
13 for long term disability. Recipients of donated sick leave will be paid at the recipient's current rate of  
14 pay.

15 **Section 5. Compassionate Leave**

16 In the event of a death of an employee's family member, an employee shall be granted by the  
17 department head, a leave of absence up to forty (40) hours, a maximum of two times per calendar  
18 year, without loss of pay. This leave shall be separate from sick leave and shall not accumulate from  
19 year to year.

20 **Section 6. Witness/Jury Duty**

21 When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond  
22 his or her control, and where such duties can be construed to be in the public interest, he or she will  
23 be continued at full salary for the period of the required service. All monies received as witness fees  
24 or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days  
25 off or during other authorized leave without pay. Employees will be expected to report to work when  
26 less than a normal workday is required by jury or witness duties. The foregoing shall not apply if the  
27 employee is a party in interest to the proceeding.

28 **Section 7. Military Leave**

29 Military leave shall be granted in accordance with the Oregon Revised Statutes. ORS 408.290 and  
30 shall be in compliance with the Federal training year (October 1 through September 30).

31 **Section 8. Union Leaves**

32 An employee who is elected to a position of responsibility in the Union may be granted a leave of  
33 absence without pay, or accrual of other benefits if requested by the Union, for a period not to exceed  
34 one (1) year. Applications must be in writing for such leave and shall be reviewed by the City  
35 Manager, and may be granted or denied at the City Manager's discretion.

1

2 **Section 9. Leave of Absence without Pay**

3       Upon the written request of a regular employee, the City Manager may in writing, grant an employee  
4       leave of absence without pay for a period not exceeding twelve (12) months. Such request shall  
5       include the reason for requesting such leave and establish reasonable justification for consideration by  
6       the City. An employee shall not accrue benefits or seniority during such leave, but will be reinstated  
7       with all previously earned leave and seniority upon his or her return to work.

## ARTICLE 8: VACATIONS

### Section 1. Accrual

Full-time employees shall accrue working days of vacation per calendar month of service computed as outlined herein.

Years of Service	Hours Per Month	Days Per Year	Hours Per Year
0 – 1	6.66	10	80
1 – 2	7.33	11	88
2 - 3	8.00	12	96
3 -4	8.66	13	104
4 - 5	9.33	14	112
5 - 6	10.00	15	120
6 - 7	10.66	16	128
7 - 8	11.33	17	136
8 - 9	12.00	18	144
9 - 10	12.66	19	152
10 - 15	13.33	20	160
15 - 20	16.33	24.5	196
20 - 25	18.00	27.00	216
25 or more	20.00	30.00	240

### Section 2. Earned Vacation Per Pay Period

Accrued vacation shall be credited as earned vacation for each full pay period of service in accordance with the above, except that vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service. A full pay period is defined as being in an unpaid status for no more than twenty-four (24) hours in a pay period. Employees with more than twenty-four (24) hours in an unpaid status will receive no accrual for that pay period.

An employee's earned but unused vacation credits shall be allowed to accumulate up to a maximum of four hundred and eighty (480) hours, and any accrual in excess of this limit must be taken as vacation prior to the end of each calendar year.

An employee may cash out a maximum of 55 hours of unused vacation, or up to a maximum of sixty (60) hours to their Special Pay account, each fiscal year as long as they maintain a minimum balance of 80 hours of unused vacation time.

### Section 3. Utilization

Vacation requests shall be submitted at least 48 hours in advance of the requested leave. The City acknowledges that unforeseen circumstances arise and shall consider approving those requests not

1 received in advance of the required 48 hours.

2 Employees do not have vested rights to take vacation at certain times or in certain amounts,  
3 regardless of previous vacation scheduling. The granting of vacation leave shall be in accordance  
4 with the needs of the City, and requires the approval of the Supervisor and/or Department Manager.  
5 Preference in vacation scheduling, extra days or any other choice given to members shall be by  
6 seniority. Seniority is defined as total length of unbroken service to the City as a regular full-time  
7 employee. Each employee may exercise seniority one (1) time each year in the scheduling of a single  
8 vacation. If conflicts occur between scheduled vacation, and senior employees scheduling extra days  
9 off, vacation time off will be given preference. The City reserves the right to cancel vacations in the  
10 event of an emergency when public health and safety is jeopardized.

11 The foregoing shall not preclude the possibility of several employees within a given department or  
12 division from being allowed to take vacation at the same time, nor shall it preclude the possibility of  
13 denying requested vacation to an employee or several employees.

14 **Section 4. Termination**

15 Regular employees terminating employment with the City with vacation credit accrual shall be paid for  
16 up to 432 hours at the employee's wage rate at the time of termination.

## ARTICLE 9: WAGES

### Section 1. Salary Schedule

Effective July 1, 2016 the salary schedule (Appendix A) shall be adjusted as follows:	
Date of Change	Rate of Increase
July 1, 2016	CPI-W not less than 1.0% or more than 3.0%
July 1, 2017	CPI-W not less than 1.5% or more than 3.0%
July 1, 2018	CPI-W not less than 2.0% or more than 3.0%

### Section 2. Merit Step Increases:

- (A) All employees with satisfactory performance shall advance to the next available step (A thru E) of the salary schedule on the anniversary of their hire date, most recent Step Increase, or LGPI Grade Increase (Salary Eligibility Date). In the event, the City fails to provide the employee with an evaluation, no later than 30 days after the anniversary date; the employee shall advance to the next Step at the appropriate anniversary date. If an employee has reached step D, or E, the employee's supervisor may elect to give the employee a one-time bonus per evaluation period, with concurrence of the City Manager.
- (B) Step E: Employees are eligible for advancement to Step E after seven (7) years of employment with the City in an AFSCME represented position and maintaining a performance evaluation score of 3.0.

### Section 3. Classification and Compensation System:

Both parties agree to use the Local Government Personnel Institute (LGPI) for the purpose of reviewing new and/or existing job positions for Classification and Compensation. LGPI will be requested to provide all the documentation they used to make their determination.

When a position is reclassified to a higher pay grade, the change shall be made retroactive to the start of the month in which the reclassification process began. (i.e. If the position was submitted for reclassification May and finalized in August, the increase would begin in May).

Salary increases due to reclassifications shall be as a minimum the step level which exceeds their current salary and may be considered at a higher step level if deemed appropriate by the department manager and approved by the City Manager.

When the reclassification results in a lower position classification the position grade shall be revised to the appropriate grade on the first day of the next pay period, and shall carry the same salary step to the new position grade.

Classifications can only be revised upon approval of the City Manager with the guidance of LGPI. Job classifications are not based on performance but rather job duties, responsibilities and requirements as defined in the position description. If an employee's position description is inaccurate, new or different kinds of duties have been undertaken, then the employee should work with his/her supervisor to revise the position description. Only upon the City Manager's approval of a revised position description will the classification be reviewed for possible reclassification.

1 **Section 4. Career Recognition Pay**

2 The following shall be applied to the base wage, but current employees shall be  
3 grandfathered to their current Career Recognition Pay rate and not suffer loss in  
4 pay:  
5

<b>Qualifying Date With City (Bargaining Unit Seniority)</b>	<b>Recognition Pay Percent</b>
Month 120 (10 years of bargaining unit seniority)	.5%
Month 144 (12 years of bargaining unit seniority)	1.0%
Month 168 (14 years of bargaining unit seniority)	1.5%
Month 192 (16 years of bargaining unit seniority)	2.0%
Month 216 (18 years of bargaining unit seniority)	2.5%
Month 241 (20 years of bargaining unit seniority)	3.0%
Month 300 (25 years of bargaining unit seniority)	5.0%
Career recognition pay is subject to the provisions in Article 9 Section 2(B).	

## ARTICLE 10: TRAINING AND EDUCATION

1  
2 The City of Lebanon shall encourage employees to continue to develop themselves through special  
3 training and academic courses. The City of Lebanon will participate in an educational reimbursement  
4 program. The City has the right in its sole discretion to deny requests based upon lack of funds. The  
5 denial shall not be arbitrary or capricious. The educational class or training course must be in  
6 alignment with the job tasks assigned to the employee at the time the employee wishes to participate  
7 in the development course. The employees seeking education reimbursement must have prior written  
8 approval from their Supervisor and/or Department Manager before course enrollment.

- 9 1. Where a program pays for the cost of tuition, but not the books, the City of Lebanon shall  
10 reimburse the employee for the cost of the books. The books are the property of the City and  
11 will be turned over to the Supervisor and/or Department Manager at the completion of the  
12 course.
- 13 2. Where other funds are not available to the employee, the City of Lebanon shall pay for books  
14 and fifty percent (50%) of the cost of tuition.
- 15 3. The City of Lebanon shall reimburse the employee upon successful completion of the course.  
16 To receive payment, the employee must submit to the Supervisor and/or Department  
17 Manager, proof of completion of the course with a grade of "C" or better. The course must  
18 have been approved in advance by the Supervisor and/or Department Manager prior to taking  
19 the course. All core college classes that apply to an AA, AS, BA, or BS or MS in the job-  
20 related field, shall be considered eligible courses. Electives will be reimbursed based upon the  
21 job-relatedness of the course.
- 22 4. Any tests that are required of employees in their job description for purposes of certifications  
23 and/or career development at the request of the City shall be paid for by the City, for the first  
24 test only. Should an employee fail the required test, the employee will be requested to take  
25 the test a second time, at their own personal expense. Failure to successfully complete a  
26 "required exam/certification" may lead to position demotion or termination of employment.  
27 Prior to any demotion/termination the employee shall be afforded a due-process hearing. Any  
28 mitigating circumstances brought forth in such hearings shall receive due consideration.
- 29 5. The cost of tuition and books will be paid by the City of Lebanon for all courses taken at the  
30 request of the City of Lebanon.

## **ARTICLE 11: CONDITIONS OF WORK AND OTHER POLICIES**

### **Section 1. Work Week**

A normal workweek shall consist of a forty (40) hour shift schedule during a seven day calendar period commencing midnight Sunday and ending at 11:59 p.m. on the following Saturday.

### **Section 2. Hours**

An individual employee work week shall normally consist of five (5) consecutive workdays, Monday through Friday, approximately 8:00am to 5:00pm, followed by two (2) consecutive days off.

Deviations to this Monday through Friday schedule may be made by:

- (A) A mutual agreement between an employee and their supervisor with the concurrence of the City Manager; or,
- (B) A negotiated agreement between the Union and the City for particular positions; or,
- (C) A clear and compelling operational need expressed in writing to the Union by the Division Manager/Director with the concurrence of the City Manager.

### **Section 3. Schedules**

Except for those "deviations" provided for in Section 2 work schedules showing workdays, shift assignments, and work hours will be posted ten (10) calendar days in advance by the City on bulletin boards available to employees. Except in urgent circumstance outside City control, established work schedules will not be changed unless reasonable notice is given to the affected employees. Nothing in this Section or any part of this Agreement shall be construed as a guarantee of hours of work.

Should the City propose for longer than two consecutive weeks a "graveyard" shift, a "split" shift, "swing" shift, or "weekend" shift in place of any employees' current normal work week, it shall notify the Union in writing and provide an opportunity to bargain the conditions of employment.

### **Section 4. Standby**

Employees required to be accessible by telephone or pager and available for dispatch to the job shall receive one (1) hour's pay at their straight time hourly rate for every ten (10) hours of standby time for the duration of such standby period. Such pay shall not be counted as hours worked for purposes of computation of overtime pay, nor toward the required forty (40) hour work week.

### **Section 5. Rest Periods/Lunch Periods**

All employees shall be granted a fifteen (15) minute rest period during each one-half (½) shift, except in emergency/urgent situations. Rest periods shall be taken at approximately the middle of each one-half shift as designated by the supervisor.

All employees shall be granted a lunch period of not less than one-half (½) hour or more than one (1) hour, except in emergency or urgent situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.

1

2 **Section 5. Rest Periods/Lunch Periods (continued)**

3 In the event an emergency or urgent situation prohibits an employee from taking their assigned rest  
4 break/lunch period, the supervisor shall ensure the employee be relieved, as soon as possible, for  
5 lunch and/or break after the emergency or job necessity has been resolved.

## ARTICLE 12: OVERTIME

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### Section 1. Managerial Discretion and Flex Time

3 (A) Flex Time: Supervisors shall have the opportunity to flex the employee's hours in order to  
4 reduce or eliminate overtime and provide necessary public service. Management will attempt to  
5 provide as much advance notice as is possible.

6 (B) Overtime: Overtime is only allowed when previously approved by the immediate supervisor  
7 and/or department manager. In the event that overtime becomes necessary and an immediate  
8 supervisor or department manager is not available to approve such a request, the employee shall  
9 contact the City Manager's office for consent to work the requested overtime. Anyone working  
10 overtime without the prior approval, as outlined above, will be in violation of this contract.

### Section 2. Weekly

12 Employees shall be paid overtime or accrue compensatory time for all hours actually worked over forty  
13 (40) hours per week (As per Article XI, Section 1). Any leave, except legal holidays and jury duty,  
14 shall not count towards the forty (40) hours worked for the purpose of calculating overtime or  
15 compensatory time on a weekly basis.

### Section 3. Computation of Overtime

17 Overtime shall be computed to the nearest one-quarter (1/4) hour. Overtime pay shall be based on  
18 the actual number of hours the employee has worked.

### Section 4. Overtime Rate

20 The overtime rate shall be time and one-half (1.5) the regular rate of compensation.

### Section 5. Meal & Rest Periods During Overtime

22 Employees will be allowed paid meal and rest periods during call back and contiguous overtime hours  
23 of work at the same frequency as (E) above, i.e. meal periods within every four (4) hours and a rest  
24 period after two (2) hours of work. The meal period shall be a paid twenty (20) minute period. The City  
25 shall reimburse the employee for reasonable meal expense for which a receipt is provided to the City.

26 Employees are eligible for a rest period at the beginning of a continuous overtime shift that is  
27 anticipated to be over one hour.

28

#### (A) Required Additional Hours

30 In the event that sufficient acceptable personnel do not accept additional hours on a voluntary  
31 basis or in the event of an emergency, such additional personnel as are deemed necessary by  
32 the City may be required to work additional hours.

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(B) Equitable Distribution of Additional Hours:

Except in instances where a special project is being completed, or special skills or experience are required, every reasonable effort will be made to distribute additional hours equitably among employees that desire additional hours in their classification, in which additional hours occurs. If disagreements arise under this Section, and evidence exists indicating an inequity, a reasonable time will be allowed the City or Department Head to adjust additional hour distribution.

**Section 6. Callbacks**

Two (2) consecutive hours of overtime will be guaranteed in instances of unscheduled callbacks. Overtime for callback time may only be authorized by department head or other designated supervisory personnel.

## ARTICLE 13: COMPENSATORY TIME

1

2 **Section 1. Preference for Compensatory Time:**

3 Employees will be encouraged to take compensatory time off for accrued overtime or any additional  
4 hours worked. The City will attempt to grant the employee's preference in payment (i.e. time off or  
5 cash) consistent with service level needs and budgetary requirements. If the employee's preference  
6 cannot be met, the City will give reasonable notice of the method of compensation. [See Section 4(B)]

7 **Section 2. Annual Accrual Limits:**

8 Compensatory time may be accrued up to a one hundred and twenty (120) hour limit each calendar  
9 year.

10 **Section 3. Use of Accrued Compensatory Time:**

11 Accrued compensatory time may be used at the employee's discretion with the supervisor's approval  
12 in the same manner as other leave requests. The City may deny a specific requested time for such  
13 leave by the employee if that use of the compensatory time would unduly disrupt the City's operations.  
14 In this case, the employee would request an alternate time for the leave and use of the compensatory  
15 time.

16 **Section 4. Cashing Out of Accrued Compensatory Time:**

17 All compensatory time not taken as leave will be directed to the special pay plan 401(a).  
18 Compensatory time will only be directed to the special pay plan in March of each year, or at the time of  
19 termination.

20 **(A) Rate of Compensation:**

21 (i) Special pay plan Cashed out hours shall be paid at the regular hourly rate as eligible hours  
22 have already been increased by fifty percent (50%) when entered into the accrual. For  
23 example: someone working thirty (30) hours of overtime will receive forty-five (45) hours in  
24 their compensatory time accrual.

25 (ii) Per the provisions of Sections 1 and 2 above, employees may earn compensatory time  
26 that is *not* accrued at the overtime rate of 1.5. See Section 1 and 2. These additional  
27 work hours may be accrued as compensatory time at the regular rate of 1.0 per hour  
28 earned.

29 **(B) Automatic Conversion to Overtime Pay:**

30 Any employee who has accumulated more than one hundred and twenty (120) hours of  
31 compensatory time will have any excess hours over one hundred and twenty (120)  
32 automatically paid as overtime on the employee's pay check for any month the total exceeds  
33 the one hundred and twenty (120) hour ceiling.

1 **Section 5. Annual Transfer to Special Pay Plan of Accrued Compensatory Time in Excess of Sixty**  
2 **(60) Hours:**

3 Any employee who has accumulated more than sixty (60) hours of Compensatory Time, up to the  
4 ceiling of one hundred and twenty (120) hours by December 24<sup>th</sup> of each year, has two options to  
5 lower their total to sixty (60) or fewer hours by the following February 24<sup>th</sup>.

6 Finance will send out notice of employee's compensatory time balance by January 31<sup>st</sup> to all  
7 employees with more than sixty (60) hours in Compensatory Time remaining from the previous year.  
8 Employees will reply in writing (an email will suffice) to Finance by February 15<sup>th</sup> as to their intentions  
9 to use these hours as leave, or leave or have them paid to the Special pay plan as noted below in  
10 Section 5(B).

11 **Leave Request Option:**

12 Between January 1<sup>st</sup> and February 24<sup>th</sup> of each year, any time off requests for use of  
13 compensatory time will first draw down and use hours from the previous year's balance  
14 greater than sixty (60) hours.

15 **Special Pay Plan Option:**

16 Any employee who still (by February 24<sup>th</sup>) has accrued compensatory time hours from the  
17 previous calendar year in excess of sixty (60) hours shall cash twice the excess hours into the  
18 Special Pay Plan 401(a). The actual transfer into the 401(a) Special Pay Plan will take place  
19 at the end of March<sup>2</sup>.

20 Example: An Employee still has seventy-five (75) hours of accrued compensatory time  
21 remaining from the previous calendar year after any leave hours have been taken.  
22 This option would result in thirty (30) hours of compensatory time being transferred to a  
23 "Special Pay Plan" 401(a) at the end of the following March. This would also lower their  
24 accrued compensatory time remaining from the previous year to forty-five (45) hours that  
25 would be carried over into the new year.

26 **Section 6. Annual Automatic Carry-over of Accrued Compensatory Time:**

27 Compensatory time remaining (60 hours or less) after the above options have been utilized will be  
28 carried over to the current calendar year.

29 No more than sixty (60) hours may ever be carried over from one calendar year to the next.  
30

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<sup>2</sup> An employee will never have "negative" accrued compensatory time (less than zero hours).

**ARTICLE 14: WORKING ASSIGNMENT IN A HIGHER CLASSIFICATION**

1           When a bargaining unit employee is assigned temporarily to fulfill the majority of the duties and  
2           responsibilities of a classification higher than his/her own for a period of more than thirty-two (32)  
3           consecutive straight time hours, said employee shall be paid for all time worked in the higher  
4           classification at the lowest rate in the higher classification which is at least five percent (5%) above the  
5           employee's former rate.

6

## ARTICLE 15: LAYOFFS, RECALLS & TRIAL SERVICE

### Section 1. Layoffs

In the event that an employee or employees must be laid off through no fault of their own, but rather as a consequence of factors beyond their control, such as fiscal constraints or reorganization, the following provisions shall apply.

- (A) Statement of Intentions: It is recognized that a situation involving forced layoffs is stressful for all involved, particularly those faced with being laid off. It is the intention of all parties to this agreement that all employees – Administration, Management, Supervisors, Union and Non-Union treat one another with mutual respect and dignity throughout the layoff process should such an unfortunate event becomes a necessity at some future date. The *City's Personnel Policy* and the pamphlet entitled "A Commitment to Professionalism" will help guide everyone in such a situation.
- (B) The City Manager shall notify the Union at least 60 days prior to official notices of layoffs. This time shall afford the Union the opportunity to meet and work with Management to explore other options in lieu of layoffs as well as discuss those employees/positions which may be laid off/eliminated.
- (C) Official notice of layoffs shall normally be made by the City to the affected employee(s) no less than sixty (60) days prior to the planned layoffs.
- (D) Employees receiving a layoff notice may, within ten (10) working days of receipt of the notice, request to remain at work until the layoff notice is effective. Unless such notice is received on a timely basis, and approved by the City Manager, the employee shall receive sixty (60) days of pay and benefits upon signing a severance agreement.
- (E) An employee receiving a layoff notice shall coordinate with his or her supervisor a specific time, within ten (10) working days of receipt of the notice, during which the employee can remove personal items from the workplace and complete other essential tasks as agreed by his/her supervisor. Employees who have received approval to continue at work shall follow the same procedures upon expiration of the sixty (60) day period.
- (F) The City shall not add more than one part time employee to any section with one or more laid off employees in recall status as per Section 3. The City shall offer any temporary, or less than twenty (20) hours per week positions in any divisions affected by layoffs to those qualified employees in layoff status. Failure to respond to any such offer within five (5) business days shall result in the City proceeding with filing/ maintaining the temporary/part-time position. Acceptance or Rejection of a part-time position will not affect an employee's recall rights as per Section 3. If more than one laid off employee seeks a temporary or part-time position with the City, the City may choose (hire) the employee of its preference or leave the position unfilled.
- (G) For the purpose of layoff (or reorganization), the City shall determine the specific position(s) to be reduced, and the employees to be laid off. Layoffs shall be based upon the City's operational/financial needs as well as the seniority, knowledge, skills, abilities and special training, of the employees in the affected departments. Any proposed layoffs not consistent with seniority (i.e. less senior employees laid off before more senior ones) shall be fully justified, in writing, at least 30 days prior to the effective date(s) of the proposed layoffs.) Any employee laid off on other than a seniority basis, shall be eligible for an extra 30 days of severance pay and benefits.

1 (H) In the event that any employee involved in the process identified in Article XV, Section G, has not  
2 had an annual evaluation within 12 months prior to layoffs, the least senior employee of the  
3 department affected by the layoff notification shall be the employee laid off.

4 **Section 2. Bumping rights**

5 Employees designated to be laid-off or suffer a reduction in regularly worked hours, shall have ten (10)  
6 business days from receipt of their written layoff notification, or the reduction of regularly worked  
7 hour's notification, to "bump" a less senior employee governed by this contract, provided that:

8 (A) Any employee choosing to initiate bumping rights shall only challenge an employee when the  
9 bumping employee's job related knowledge, skill, abilities, special licenses and certifications, are  
10 equal to or greater than that of the employee they are challenging.

11 (B) The employee choosing to initiate bumping rights must also demonstrate that they possess  
12 experience and skills relevant to the job or position that they are challenging.

13 Employee's knowledge, skills and abilities shall be determined by the process identified in Article XV,  
14 sections G and H.

15 **Section 3. Recall**

16 Recalls from a layoff shall be made according to seniority. (i.e. more senior employees shall be  
17 recalled first.) In order to maintain this right to recall, an employee must register in person or by mail  
18 with the Human Resource Office or his or her designee upon change of address, telephone number,  
19 or at least annually signifying his or her availability for recall.

20 Laid off employees shall be recalled only by certified letter, and shall have five (5) days from receipt of  
21 such notification in which to inform the City of their intent to return to work and an additional ten (10)  
22 days therefore in which to report to work. An earlier reporting day may, by mutual agreement, be  
23 arranged. Recall will be for twelve (12) months with an additional twelve (12) months of preferred hire  
24 status (the person will be included in all in-house recruitments). The City will send a registered letter at  
25 eleven (11) months to find if the person would like to stay on the preferred hire list. If no answer within  
26 ten (10) working days the person will have no further recall or preferred hire status with the City of  
27 Lebanon.

## ARTICLE 16: FILLING OF VACANCIES

1

### 2 Section 1. Job Posting

3 Vacancies in the bargaining unit shall be announced to all employees via email and posted on the Job  
4 Announcement Board in each City workplace. Employees may apply for such open positions by the  
5 regular application procedure. Present qualified employees shall be given first consideration provided  
6 their qualifications are in the City's judgment, equal to those of other applicants. If two or more  
7 qualified present employees are otherwise equally qualified in the City's judgment, first consideration  
8 shall be given the applicant with the greatest seniority in applicable job classification. No new  
9 employee shall be hired into a department or classification in which a qualified employee has recall  
10 rights.

11

## ARTICLE 17: TRIAL SERVICE PERIOD

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### Section 1. Trial Service Period

- 3       **(A)** The union recognizes the City's rights to terminate new employees on trial service status at any  
4       time, for any reason, without recourse to appeal. The City may exercise all rights, not  
5       specifically modified by this contract with respect to trial service employees.
- 6       **(B)** All new employees hired into the bargaining unit without a mandatory certificate and/or licensing  
7       requirement shall serve a trial service period of six (6) months.
- 8       **(C)** Subject to section 1(A), any employee whose job position requires mandatory certifications  
9       and/or licensing will remain on trial service for the greater of six (6) months or until the employee  
10      attains the certifications and/or licensing requirements of said job or until the relationship with  
11      the City ends. The trial service employee will receive a written assessment of progress every  
12      ninety (90) days from his/her Supervisor.
- 13      **(D)** By mutual agreement, between the Union and the City, the employee's trial service period may  
14      be extended.
- 15      **(E)** An employee, who receives a promotion, including promotions outside the bargaining unit, will  
16      serve a six (6) month trial service period in the newly acquired position.

17

## **ARTICLE 18: EMPLOYEE UNIFORMS/SAFETY AND PROTECTIVE EQUIPMENT**

1  
2 All employees shall be required to adhere to the City's "Safety Policies and Procedures" manual.  
3 Failure to comply with the manual may subject the affected employee(s) to disciplinary procedures.  
4 The City will furnish, for the purpose of work only, all safety equipment and devices as required by the  
5 State of Oregon OSHA. The City will also provide equipment and clothing usually needed for the type  
6 of work to protect employees' health and safety. Supplied uniforms and PPE's shall remain the  
7 property of the City and returned before termination or new items are issued. If not returned at  
8 termination of employment, applicable taxes will be withheld. The employee shall be allowed to obtain  
9 the following items during the course of their normal work schedule, and at the City's expense with no  
10 upfront cost to the employee, provided that the timing and locations/conditions of items approved for  
11 individual employee purchase shall be with the approval of the employee's supervisor.

- (1) Rain gear for safety
- (2) Rubber footwear with protective metal toe shield and bottoms
- (3) Coveralls (to be left at work)
- (4) Up to five (5) sets of uniforms plus three (3) tee shirts (to be used for work only). A set shall be one pair of pants and one shirt (a tee shirt, short sleeve shirt or long sleeve shirt), with no more than five (5) tee shirts.
- (5) Leather (lace or pull-on) steel toed work boots
- (6) Hip waders (not individually provided)
- (7) Uniform jacket
- (8) Work gloves

12

13

## ARTICLE 19: SETTLEMENT OF DISPUTES

### Section 1. Settlement of Disputes

(A) For the purpose of this Contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Contract or about any alleged violation of this Contract.

(B) Time Limits. The time limits set forth herein shall be modified only by written agreement. Failure by the City or the Union to respond within a specified time limit shall constitute rejection of the grievance at that Step and thereby allow the other party to proceed to the next Step within the applicable time limit. If the Union wishes to abandon the grievance at any point in the grievance process, it must be done in writing. All time limits specified in this Article exclude Saturdays, Sundays, and Holidays.

(C) In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

**Step 1.** The employees shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within fifteen (15) days of the occurrence thereof. The written grievance shall include: (1) submittal date and date grievance occurred; (2) a statement of the specific action or lack of action which is the cause of the grievance; (3) specific provisions of the contract by Article and Section(s) violated; and (4) remedy sought. The supervisor shall meet with the aggrieved party within a ten (10) day period and shall make a written response to the grievance within the ten (10) days.

**Step 2.** If after ten (10) days from the submission of the grievance to the supervisor the grievance remains unresolved, then the grievance may be submitted by the Union to the department head by forwarding a copy of all relevant materials submitted or received during the prior step, along with a cover letter identifying that the matter is being pursued to the second step. The department head shall, within ten (10) days of receipt of notification, meet with the party(ies) that originally submitted the grievance along with one other Union or City representative, if desired.

(i) Both parties shall make a written response to the City Manager and the AFSCME Council representative within ten (10) days of this meeting indicating one or more of the following:

- (1) The dispute/grievance has been resolved.
- (2) The dispute/grievance has been partially resolved.
- (3) No progress toward resolution has been made.
- (4) If no progress, or only partial progress, toward resolution has occurred, then both parties will suggest possible remedy(ies).

(ii) If either party fails to submit the written report required in Step 2 A, then the resolution proposed by the responding party shall prevail. If neither party responds as required, then the matter will be dropped with no opportunity for further action or appeal.

1           **Step 3.** Within fifteen (15) days from the date of receipt of the written response, required by  
2 Step 2(A) above, any unresolved or partially resolved matters, the City Manager, Local 2043  
3 President, AFSCME Council Representative and all aggrieved parties shall schedule a  
4 meeting in a final attempt to resolve the matter(s) subject to the grievance.  
5

6           **Step 4.** If the meeting required in Step 3, above, fails to result in a mutually agreed resolution,  
7 then, within ten (10) days of this meeting, either or both parties may request, in writing, a  
8 mediator from the State of Oregon Employment Relations Board. The mediator will be asked  
9 to conduct a mediation meeting as soon as can be scheduled. Should the mediator determine  
10 that resolution cannot be reached; the mediator shall so notify both parties in writing as soon  
11 as possible.

12           **Step 5.** If the grievance is not resolved through mediation, either party, within ten (10) days of  
13 receiving the mediation written response may submit the matter to an arbitrator in the  
14 following manner:

15           Arbitration: A list of five Oregon arbitrators from the Employment Relations Board shall be  
16 requested and the parties shall alternatively strike one name from the list until only one name  
17 is left. The toss of a coin shall determine whether City or Union is to strike the first name. The  
18 one name remaining following striking shall be the arbitrator. One day will be allowed for the  
19 striking of each name. The powers of the arbitrator shall be limited to interpreting this  
20 Agreement and determining if it has been violated. The arbitrator shall not alter, modify, add  
21 to, or delete from this Agreement. The decision shall be binding on both parties. Each party  
22 shall be responsible for and bear all costs associated with presenting its own case to  
23 arbitration. Both parties seeking arbitration shall equally share the fees and expenses  
24 charged by the arbitrator and/or ERB.

25           **(D)** Any or all of the time limits specified in the grievance procedure may be waived by mutual consent  
26 of the Union and the City. Failure to submit the grievance in accordance with these time limits without  
27 such waiver shall constitute abandonment of the grievance.

28           **(E)** A grievance may be terminated at any time upon receipt of a signed statement from the employee  
29 or from the Union that the matter has been resolved.  
30

## ARTICLE 20: DISCIPLINE AND DISCHARGE

1

### 2 Section 1. Discipline and Discharge

3 (A) If the City has reason to discipline an employee, it shall be done in a manner that is least likely  
4 to embarrass the employee before other employees or the public. Discipline for regular  
5 employees shall only be for just cause, and where appropriate progressive, in accordance with  
6 the Employee Handbook. All bargaining unit members shall be responsible for reading and  
7 understanding, and adhering to the Employee Handbook, and any subsequent amendments,  
8 except where it may contradict this agreement, in which case this agreement prevails. Some  
9 alternative forms of discipline may occasionally be used if more appropriate to a circumstance  
10 than those prescribed in the Employee Handbook.

11 (B) The City agrees to furnish the employee a complete statement in writing at the time of written  
12 warning, suspension, or discharge, outlining the specific reasons for such action. Such  
13 reasons shall not be expanded at a later date, except in such cases where further evidence  
14 pertinent to the situation is subsequently discovered. At the same time the employee is  
15 presented with the statement, the Union shall be sent notice that a written warning,  
16 suspension, or discharge has been given to the employee.

17 (C) Any employee upon his/her request, and at a mutually agreeable time, shall have access to  
18 his/her personnel files. Any employee may request that management reproduce his/her  
19 personnel file in part or in full for his/her individual use, within ten (10) business days.

20 (D) Each employee shall have the opportunity to read and sign any written material, evaluations,  
21 or disciplinary actions prior to being placed in their personnel file. Employees shall have a  
22 right to respond in writing to such material and such response shall be attached thereto.  
23 Warning letters shall be removed upon request from an employee's personnel file twelve (12)  
24 months after issuance providing subsequent disciplinary actions of the same subject have not  
25 been placed in the employee's file during the twelve (12) month period. Letters of suspension  
26 or demotion shall be removed from an employee's personnel file after thirty-six (36) months.

27

## ARTICLE 21: CITY RIGHTS

1  
2 **Section 1. City Security**

3 **(A) Work Stoppages/Strikes**

4 During the term of this Agreement, the Union and members of the bargaining unit, as individuals or as  
5 a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown,  
6 picketing, or any other interruption of City services. Employees in the bargaining unit, while acting in  
7 the course of their employment, shall not honor any picket line established in the City by any other  
8 labor organization, when called upon to protect the City's health, safety and welfare. Disciplinary  
9 action, including discharge, may be taken by the City against any employee or employees engaged in  
10 a violation of this Article.

11 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other  
12 restriction of work in any form, either on the basis of individual choice or collective employee conduct,  
13 the Union will immediately upon notification, publicly attempt to secure an immediate and orderly  
14 return to work. This obligation and the obligations set forth above shall not be affected or limited to the  
15 subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is  
16 or is not subject to the grievance procedure of this Agreement.

17 It is understood that employees shall not be entitled to any benefits or wages whatsoever while they  
18 are engaged in such strike, work stoppage, or other interruption of work.

19 There will not be a lockout against the employees in the bargaining unit during the term of this  
20 Agreement.

21 **(B) City Facilities**

22 City facilities and property, both personal and real, are generally available for use by City employees  
23 only during normal work shifts and for public/work related purposes only. Employees may, on their  
24 own time, arrive at their work station up to 20 minutes before the start of their regularly scheduled work  
25 shift and may, on their own time, stay 20 minutes past the conclusion of their regularly scheduled shift.  
26 Employees wishing to enter or remain on City property at other times shall ordinarily do so only with  
27 their Supervisor's permission. An exception is any emergency situation, or an occasional need to  
28 retrieve personal items or similar non-recurring short-term needs.

29 **Section 2. Management Rights**

30 Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains  
31 all rights, decision making prerogatives, functions and authority connected with or in any way  
32 incidental to its responsibility to manage the affairs of the City or any part of the City.

33 The rights of the employees in the bargaining unit and the Union hereunder are limited to those  
34 specifically set forth in this Agreement.

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

37 **(A)** To determine the services to be rendered to the citizens of the City.

38 **(B)** To determine and to follow the City's financial, budgetary and accounting procedures.

- 1
- 2
- 3       **(C)** To direct and supervise all operations, functions and policies of the departments in which the
- 4           employees in the bargaining unit are employed, and operations, functions and policies in the
- 5           remainder of the City as they may affect employees in the bargaining unit.
- 6       **(D)** To close or liquidate any office, branch, operations, or facility, or combination of facilities or to
- 7           relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities
- 8           for budgetary or other reasons. The City shall use the layoff procedures (Article 14) for
- 9           employees who are demoted or reclassified downward for non-disciplinary reasons.
- 10       **(E)** To manage and direct the workforce, including but not limited to the right to determine the
- 11           methods, processes, and manner of performing work; the right to hire, promote, transfer and
- 12           retain employees; the right to lay off; the right to modify job classifications or reorganize
- 13           departments; the right to determine schedules of work; the right to purchase, dispose of, and
- 14           assign equipment or supplies.
- 15       **(F)** To determine the need for a reduction or an increase in the workforce and the implementation of
- 16           any decision with regard thereto.
- 17       **(G)** To establish, revise and implement standards for hiring, classification, promotion, quality of
- 18           work, safety, materials and equipment.
- 19       **(H)** To implement new and to revise or discard, wholly or in part, old methods, procedures,
- 20           materials, equipment facilities, and standards.
- 21       **(I)** To contract or subcontract work as may be determined by the City, providing it does not affect
- 22           the employment status of the present full-time employees subject to the modifications in the
- 23           Memorandum of Understanding for Competitive Bidding.
- 24       **(J)** To assign shifts, workdays, hours of work and work locations.
- 25       **(K)** To encourage employees to take/use accrued vacation as necessary to assure appropriate
- 26           leave time for City employees. When employees are not utilizing at least 50% of the employee's
- 27           annually accrued vacation, management shall determine, with the employees input, set time(s)
- 28           for the employee to utilize 50% of his/her annual vacation accrual. The vacation schedule shall
- 29           be based upon the service needs of the City. No manager shall schedule a vacation without the
- 30           employees input and a minimum of a 90 day notice.
- 31       **(L)** Management may require an employee to use sick leave when an employee states verbally or
- 32           physically demonstrates illness or irregular behavior that could have a negative impact on other
- 33           employees, the public, job performance and/or service to the public.

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- (M) To assign and designate all work duties
- (N) To introduce new duties within the unit.
- (O) To determine the need for and the qualifications of new employees, transfers, and promotions.
- (P) To discipline, reprimand, suspend, and discharge an employee subject to the parameters of this Agreement and just cause.
- (Q) To determine the need for additional educational courses, training programs, on-the-job training and cross training and to assign employees to such duties for such periods to be determined by the City.
- (R) To determine the need for overtime and the employees to work such overtime.

It is understood and agreed that if the City does not exercise a management right reserved to it or if the City exercises a management right reserved to it a particular way, such conduct shall not be deemed a waiver of its right to begin exercising such a right in the future or to exercise such a right differently in the future. However, nothing in this paragraph shall be considered to be a waiver by the Association of bargaining rights afforded under PECBA.

It is further understood and agreed that the City's exercise of its management rights is not subject to the grievance and arbitration provisions set forth in this agreement.

**Section 3. Uniform Application**

The City will not be arbitrary or capricious in its application of its policies and procedures.

## **ARTICLE 22: MEET AND CONFER COMMITTEE**

1

2 The City and the Union agree to establish, within one month of the signing of this Agreement, a joint  
3 labor/management committee of three representatives each with the intent to facilitate communication  
4 between the parties. This labor/management committee will provide a forum for discussion of issues not  
5 addressed by the contract such as staff morale, operational methods and procedures, attendance, and other  
6 policies of the City which affect the working conditions of the employee when such policies are not mandatory  
7 subjects of bargaining.

8 This labor/management committee shall not become involved in individual grievances nor shall the committee  
9 meetings be construed as formal contract negotiations. The committee shall meet with an established agenda  
10 at least quarterly or such other times as both parties mutually agree. The time, date and place shall be  
11 mutually agreed upon by the parties.

12

## **ARTICLE 23: SAVINGS CLAUSE**

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2 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause  
3 or phrase of this Agreement shall for any reason be held invalid or unconstitutional, such decision shall not  
4 affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall  
5 remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity.

6

## **ARTICLE 24: DECLARATION OF LOCAL EMERGENCY**

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2 In the event that a local emergency is declared by the City in accordance with its emergency ordinance, this  
3 contract shall be temporarily suspended. This suspension shall be in effect from the moment that the  
4 emergency declaration document is signed until the document declaring the end of the emergency is signed.

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**ARTICLE 25: TERM OF AGREEMENT**

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This Agreement shall be effective July 1, 2016 and shall be binding upon the City, the Union, and their members and shall remain in full force and effective through June 30, 2019, For the purpose of negotiating a successor agreement, notification needs to be sent in writing, no later than December 15, 2018. The terms of this Agreement shall continue thereafter during any period of negotiations for a new contract.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the Union gives written notice to the other not later than December 15th prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement.

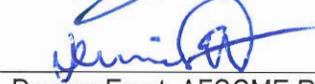
IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of May, 2016

Signatures for AFSCME Local 2043:

Signatures for the City of Lebanon:

  
\_\_\_\_\_  
Casey McMillin, AFSCME Representative

  
\_\_\_\_\_  
Paul Aziz, Mayor

  
\_\_\_\_\_  
Dwaine Ernst, AFSCME Representative

  
\_\_\_\_\_  
Gary B. Marks, City Manager

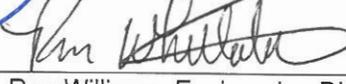
  
\_\_\_\_\_  
Tammy Dickey, AFSCME Representative

  
\_\_\_\_\_  
Deborah Shimmin, HR Generalist

  
\_\_\_\_\_  
Antonio Gisbert, AFSCME Council Representative

  
\_\_\_\_\_  
Dean Baugh, Finance Director

  
\_\_\_\_\_  
Jason Williams, Maintenance Division Director

  
\_\_\_\_\_  
Ron Williams, Engineering Director

**APPENDIX A: AFSCME SALARY SCHEDULE**

Salary ranges for the period July 1, 2016 through June 30, 2017 (represents 1 % increase)

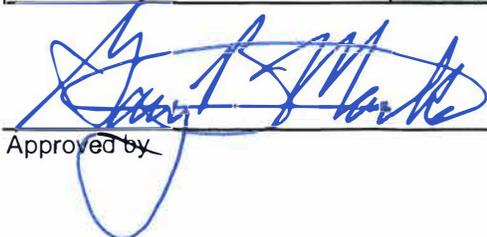
POSITION	LGPI Grade	BASE	STEP A	STEP B	STEP C	STEP D	STEP E*
IT/GIS System Coordinator Project Engineer Project Manager	8	5057	5312	5577	5855	6150	6395
Crew Chief Engineering Associate Information Services Analyst	7	4477	4701	4937	5182	5440	5657
Development Services Technician IS/GIS Analyst	6	3961	4162	4365	4585	4815	5008
Court Clerk II Senior Maintenance Worker	5	3461	3633	3813	4006	4204	4371
Custodian II Finance Clerk Library Assistant II Maintenance Worker Office Assistant	4	2915	3058	3212	3370	3543	3683
Custodian I Dial-A-Bus Dispatcher/ Receptionist Dial-A-Bus Driver Senior Center Activities Planner/Receptionist	3	2684	2816	2956	3104	3262	3394

\*Employees are eligible to advance to Step E after seven (7) years of employment with the City in an AFSCME represented position.

July 1, 2016 through June 30, 2017

This schedule only applies when the employee is at the top step of their grade

POSITION	LGPI	STEP	0.50%	1.00%	1.50%	2.00%	2.50%	3.00%	5.00%
	Grade	E	10 YEARS	12 YEARS	14 YEARS	16 YEARS	18 YEARS	20 YEARS	25 YEARS
			MONTH 120	MONTH 144	MONTH 168	MONTH 192	MONTH 216	MONTH 241	MONTH 300
IT/GIS System Coordinator Project Engineer Project Manager	8	6395	6427	6459	6491	6523	6555	6587	6715
Salary includes additional amount			<b>32</b>	<b>64</b>	<b>96</b>	<b>128</b>	<b>160</b>	<b>192</b>	<b>320</b>
Crew Chief Engineering Associate Information Services Analyst	7	5657	5685	5714	5742	5770	5798	5827	5940
Salary includes additional amount			<b>28</b>	<b>57</b>	<b>85</b>	<b>113</b>	<b>141</b>	<b>170</b>	<b>283</b>
Development Services Technician IS/GIS Analyst	6	5008	5033	5058	5083	5108	5133	5158	5258
Salary includes additional amount			<b>25</b>	<b>50</b>	<b>75</b>	<b>100</b>	<b>125</b>	<b>150</b>	<b>250</b>
Court Clerk II Senior Maintenance Worker	5	4371	4393	4415	4437	4458	4480	4502	4590
Salary includes additional amount			<b>22</b>	<b>44</b>	<b>66</b>	<b>87</b>	<b>109</b>	<b>131</b>	<b>219</b>
Custodian II Finance Clerk Library Assistant II Maintenance Worker Office Assistant	4	3683	3701	3720	3738	3757	3775	3793	3867
Salary includes additional amount			<b>18</b>	<b>37</b>	<b>55</b>	<b>74</b>	<b>92</b>	<b>110</b>	<b>184</b>
Custodian I Dial-A-Bus Dispatcher/ Receptionist Dial-A-Bus Driver Senior Center Activities Planner/Receptionist	3	3394	3411	3428	3445	3462	3479	3496	3564
Salary includes additional amount			<b>17</b>	<b>34</b>	<b>51</b>	<b>68</b>	<b>85</b>	<b>102</b>	<b>170</b>

Approved by 

4/4/2016  
Date

## APPENDIX B: DRUG AND ALCOHOL POLICY

### (A) Introduction

The City of Lebanon has a strong commitment to providing a safe workplace for its employees, and to establishing programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

### (B) Prohibited Conduct

The following conduct is strictly prohibited:

Buying, selling, transporting, distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.

Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set forth in the Department of Transportation "DOT" regulations.

The rules governing reporting to work with prescribed medication present in the body are set forth below.

Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the HR Office. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.

Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to the required testing.

Giving false, diluted, or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.

Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

"Drugs" refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

### (C) Mandatory Testing

The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol where:

1. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.
2. Reasonable suspicion shall be defined as suspicion based on observations that the City can describe concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy.

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The City will prepare an incident report describing the circumstances that prompted the request for an alcohol and/or drug test which will be made available to the employee and/or the Union upon request.

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In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.

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3. An employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person or which results in any property damage beyond damage which is determined by the City to be de minimus.

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4. In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.

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5. Required by DOT or other applicable laws or regulations.

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6. Required pursuant to a rehabilitation agreement imposed by the City.

18

#### (D) Prescribed Medication

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Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job. This report may be a general description of the treatment. The name of the drug is not required.

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#### (E) Searches

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The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions carried into the workplace or brought onto City property. If the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. If the employee so desires, he/she may request that a union representative be present during a search of the employee's personal belongings. The City will not request or require any employee to submit to a search of his/her body.

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#### (F) Safeguards

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All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and the Department of Transportation. Positive drug test results will be reported to the HR Office. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

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The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies which are not covered by the group insurance policy.

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Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

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#### (G) Rehabilitation

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The City encourages employees who have drug and/or alcohol dependencies or think they may have such

1 dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol  
2 dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working  
3 hours to allow for inpatient or outpatient rehabilitation treatment as recommended by the rehabilitation  
4 counselors.

5

6 The employee will not be permitted to work until such time as a competent medical authority, approved by the  
7 City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties.  
8 However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be  
9 subject to immediate discharge, irrespective of such dependencies.

10 The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their  
11 unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance  
12 coverage will be eligible for continuation of health insurance benefits with standard City contributions as  
13 required by the Family and Medical Leave Act.

14 In order to continue working for the City, an employee seeking assistance must agree to all treatment,  
15 rehabilitation, after-care, and follow-up testing as set forth in a written rehabilitation and return to work  
16 agreement required by the City.

**APPENDIX C: INSURANCE HIGH & LOW DEDUCTIBLE RATES**

City of Lebanon Insurance Rates – 1/1/2016 – 12/31/2016

***Low Deductible - Receives an annual HRA/VEBA contribution of \$500\*\****

	Health	Dental	Dental Depend ent	Vision	Vision Depend ent	Total Cost	Employee's Share
Employee	587.55	49	0	7.08	0	643.63	32.18
Employee	1016.47	49	77.32	7.08	6.08	1155.95	57.8
Employee	1240.23	49	52.52	7.08	10.52	1359.35	67.97
Employee	1745.25	49	130.28	7.08	16.52	1948.13	97.41

\*\* AFSCME member will receive their HRA/VEBA contribution on or before March 15, following each year's enrollment period.

***High Deductible - Receives an annual HRA/VEBA contribution of \$2400\*\*\****

	Health	Dental	Dental Depend ent	Vision	Vision Depend ent	Total Cost	Employee's Share
Employee	432.27	49	0		0	488.35	24.42
Employee	747.84	49	77.32	7.08	6.08	887.32	44.37
Employee	907.77	49	52.52	7.08	10.52	1026.89	51.34
Employee	1275.19	49	130.28	7.08	16.52	1478.07	73.9

\*\*\* AFSCME member will receive their HRA/VEBA contribution on or before March 15, following each year's annual enrollment period.

**Note:** An employee choosing to "Opt out" will receive an annual HRA contribution of \$6000 on or before March 15, following each year's annual enrollment period. See Article V, Section 2(A)(3)

Any newly hired AFSME member will receive an HRA/VEBA contribution prorated to the remaining time in the current "insurance benefit year" once the employee has successfully completed their six-month trial service period. (See Article V, Section 2(A)(4))

## MEMORANDUM OF UNDERSTANDING FOR COMPETITIVE BIDDING

1 It is understood, that the following process represents a partnership between the City and the Union in order to  
2 provide the citizens of Lebanon the best services possible in the most efficient, effective, and competitive  
3 manner. It is understood that the decisions concerning contracting shall be based on efficiency, effectiveness,  
4 and the ability to remain competitive.

5 A) Either party may propose to enter the competitive process concerning bargaining unit work or work  
6 that could be done by the bargaining unit.

7 B) The moving party shall give the other party written notice, which shall include as a minimum the  
8 following:

9 1) The proposed work/activity to be impacted;

10 2) The proposed or existing contractor;

11 3) The terms, duration, performance standards, and amendment provisions of the existing or  
12 proposed contract.

13 If the Union is the moving party it shall also submit the information required in Section C below  
14 with the written notice.

15 C) Should the proposal from the City reduce bargaining unit work, the Union shall have ten (10) business  
16 days to contest the proposal.

17 1) If the Union contests the proposed contract the City shall have five (5) business days to  
18 submit relevant information available to the city.

19 D) The Union shall have twenty (20) business days to submit an alternative proposal to the City Manager.  
20 The alternative proposal may suggest any or all of the following, within the scope of work:

21 1) A revised work schedule;

22 2) Reduction or removal of management impediments to work accomplishment;

23 3) Equipment or supplies necessary to perform the work more effectively;

24 4) Training or special skills needed to perform the work;

25 5) Any other means or mechanisms to perform work/activities in a more cost effective manner.

26 E) The City and the Union shall work together to prepare a joint recommendation to City Council within  
27 fifteen (15) business days. In the event agreement cannot be reached for the joint recommendation,  
28 either party may submit a separate recommendation to the City Council within the same time period.  
29 The Union will be allowed to present their proposal to the City Council for deliberation. The City  
30 Council shall make the final decision. If the decision reduces bargaining unit work the affected  
31 employees shall be provided at least thirty (30) business day's written notice.

32 F) Should the loss of bargaining unit work cause a loss of work hours, any employee affected due to  
33 contracting-out, shall utilize the contract language in Article XV Section I (D) if eligible.

34

## GLOSSARY

1 **Anniversary Date:** The date in which an employee was hired by the City of Lebanon.

2 **Annual Employee Evaluation:** An employee's evaluation date can be determined in two ways:

3 (1) Six months following the trial services date, or

4 (2) One year from the date of hire and each year thereafter.

5 The annual evaluation date includes the entire month of which the specific date lands.

6 **Base Salary:** "Base Salary" consists of the monthly salary on the salary schedule, certificate pay and career  
7 recognition pay. Bonus pay and overtime pay are excluded.

8 **Dependent:** Any family member who receives more than 50% of their support (living expenses including  
9 those under 25 years of age, books and tuition for school) from a city employee, elected official or  
10 commissioner, and who is qualified and identified as a dependent of the state and federal income tax  
11 return of the city employee, elected official or commissioner.

12 **Family Member/ Immediate Family:** Except as otherwise defined in state or federal law for specific purposes

13 (such as FMLA and OFLA) The City of Lebanon's definition of a "family member" or "immediate family"  
14 member includes; "wife, husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law,  
15 father, father-in-law, brother, brother-in-law, sister, sister-in-law, stepparent or stepchild, grandparent  
16 or grandchild, of a city employee. The City recognizes same-sex domestic partners. A son or  
17 daughter is further defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child  
18 of a person standing in *loco parentis* who is either under age, or age 18 or older and incapable of self-  
19 care because of a mental or physical disability. A parent is further defined as a biological parent or an  
20 individual who stands or stood in *loco parentis* to an employee before that employee has reached  
21 adulthood.

22 **FMLA:** Family Medical Leave Act. The federal law that requires employers to grant employees up to 12 weeks  
23 of unpaid leave due to certain defined serious health conditions in themselves or to care for certain  
24 defined family members with such conditions.

25 **Graveyard Shift:** A period of work after midnight. A shift of work running through the early hours of the  
26 morning, especially one running from midnight till eight o'clock the following morning (Source: MSN  
27 Encarta Dictionary). An example would be a shift that starts at 11:00 pm and ends at 7:00 am the next  
28 morning. Such a shift is often part of around-the-clock-operations that also has shifts from 8:00 am to  
29 3:00 pm, and 3:00 pm to 11:00 pm.

30 **Holiday Pay:** All bargaining unit members shall receive eight (8) hours of holiday pay on all scheduled  
31 holidays regardless of their work schedule. All bargaining unit members working ten (10) hour, four (4)  
32 day weeks will use two (2) hours of personal holiday, compensatory or vacation to make up their forty  
33 (40) hour work week.

34 **Holidays (Official/Legal):** The official or legal scheduled holidays recognized by the City are listed in Article  
35 IV of this Contract.

36 **Holidays (Personal):** In addition to the official or legal holidays, each employee is entitled to 24 hours of  
37 personal holiday leave.

38 **Layoff:** Any reduction in or reorganization of the work force that results in one or more bargaining unit  
39 members having their position completely eliminated

40 **OFLA:** The Oregon Family Leave Act.

1 **Overtime Pay Rate:** Overtime shall normally be reimbursed at a rate of time and half (1.5). However, some  
2 hours worked beyond the normal schedule, particularly on a daily basis, will be reimbursed at the  
3 regular pay rate (1.0).

4 **Salary Eligibility Date:** Includes one of the following, with the most recent taking precedence; Hire Date,  
5 most recent Step Increase, or LGPI Grade Increase.

6 **Split Shift:** A divided work period. A single work period that is divided into two or more sessions of work,  
7 separated by an interval that is longer than a normal rest or meal break. An example would be a work  
8 shift that started at 8:00 a.m., ran until Noon, and then resumed at 3:00 p.m. and concluded at 7:00  
9 p.m.

10 **Swing Shift:** A shift between day and night. A period of work beginning in the afternoon and ending at night.  
11 It overlaps with the day shift and the night shift. An example would be a shift that begins at 3:00 p.m.  
12 and ends at 11:00 p.m.

13 **Trial Service:**

14 (A) A newly hired city employee shall receive an employee evaluation approximately six months following  
15 the date they began working for the City of Lebanon. (Example: An employee begins working on  
16 February 1, 2013, and would be eligible for an evaluation review on approximately August 1, 2013.

17 (B) A current employee accepting a different city position shall receive an evaluation approximately six  
18 months following the start of the new position.

19 Both trial service periods are six months in duration and are not accompanied with a Step Increase.

20 Exception: Should an employee have a continuance of their trial service, their Employee Evaluation  
21 shall also be extended. (Example: Using the same example as above: The six month trial service  
22 above gets extended for three months, to November 1, 2013: The trial service evaluation date also  
23 gets extended to November 1, 2013.

24 **Weekend Shift:** A work period that is scheduled on Saturday and/or Sunday.

