

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON

AND

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

July 1, 2019 – June 30, 2024



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AGREEMENT AND PURPOSE

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

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

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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 de minimis impact upon the members of the bargaining unit.

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ARTICLE 2: NONDISCRIMINATION

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

ARTICLE 3: UNION RIGHTS

Section 1. Checkoff

(A) The City agrees to deduct the uniformly required Union membership dues and other monies each month from the pay of those employees who have authorized such deduction in writing.

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)

(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. 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 Article 3.5, all time taken off by stewards shall be without pay.

Section 4. Bulletin Boards

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

Section 5. Union Negotiation Team

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

1 **Section 6. Contract Distribution**

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

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

5 The Union shall be authorized to enter an approved City area or facility for the purpose of conducting
6 Union business. The Union may also use City owned equipment, as necessary, to facilitate the conduct
7 of Union business. Use of equipment does not include the use of materials and supplies purchased by
8 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 (4)
8 days a week, may use personal holiday, comp time or vacation time in order to be paid a
9 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 hours
11 during a holiday week, but no such additional, approved flex hours shall qualify for overtime
12 pay. Any leave time used on the holiday to bring the total hours for the holiday up to the
13 usual shift hours will count as time worked hours for the purpose of calculating overtime or
14 compensatory time.
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- 1 (2) An employee is eligible for holiday pay from date of hire but must have worked the last
2 scheduled workday before and the first scheduled workday after the holiday or have
3 been on authorized leave.
- 4 (3) If an employee is on authorized vacation or sick leave with pay when a holiday occurs,
5 such holidays shall not be charged against such leave.
- 6 (4) Eligible employees shall receive eight (8) hours pay for each of the holidays listed in
7 Section 1 on which they perform no work. Part-time employees shall have the holiday
8 hours prorated to position FTE. Employees required to work on a recognized holiday
9 shall be compensated for all hours worked on the holiday at one and one-half (1-1/2)
10 times the established straight time rate, in addition to their regular holiday pay.
11 Employees required to work on Thanksgiving Day, Christmas Eve, Christmas Day or
12 New Year's Day shall be compensated for all hours worked on those holidays at two
13 (2) times the established straight time rate, in addition to their regular holiday pay.
14 Employees will be encouraged to take compensatory time off for overtime accrued on
15 the holiday. The City will grant the employee's preference in payment consistent with
16 its service level and budgetary requirements. If the employee's preference cannot be
17 met, the City will give reasonable notice of the method of compensation.

18 (C) Personal Holidays

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

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

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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 health insurance with options for medical, dental, and vision.

Upon selection by the employee during open enrollment of a health coverage plan, 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 Medical Insurance plan will receive an annual HRA/VEBA contribution equal to the amount of the plan max out of pocket in the first year of the contract and equal to the plan deductible in subsequent years. Contributions will be made in January.
2. Any newly hired AFSCME member will receive an HRA/VEBA contribution equal to the amounts in (A) 1.

Section 3. Flexible Spending Plan, IRS 125

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

Section 4. Life Insurance

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

Section 5. Disability Insurance and Accidental Death and Dismemberment

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

Section 6. Workers' Compensation

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

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

The City shall pay the employee's regular monthly salary, (established at the time of injury) for the first

1 one hundred eighty (180) calendar days the employee is off due to a compensable injury.

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

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

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

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

10 A Health Care Advisory Committee shall be appointed to advise on health care insurance programs.
11 Membership shall consist of 7 members with three (3) designated by the AFSCME bargaining unit and
12 three (3) exempt employees appointed by the City Manager. The City's insurance broker will also
13 participate as a subject matter expert. The City Manager will be the committee chair and vote only when
14 there is a tie. To carry out this task, the Committee shall provide input on proposals and contracts relating
15 to health care, dental and vision coverage. The Committee shall meet as needed. Each member shall
16 be responsible for supporting and educating their bargaining unit members or exempt employees in
17 regard to committee recommendations. Upon recommendation of the Health Care Advisory Committee
18 this article may be reopened for impact bargaining.

ARTICLE 6: RETIREMENT

19
20 **Section 1. Plan**

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

22 **Section 2. Deferred Compensation Programs**

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

26 **Section 3. Insurance**

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

29 A. Retirees are obligated to pay any and all premiums and administrative fees.
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ARTICLE 7: LEAVES WITH/WITHOUT PAY

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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.

6 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 unpaid
10 status for no more than twenty-four (24) hours in a pay period. Employees with more than twenty-four
11 (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 require
17 doctor's verification of all illness.

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

28 Section 3. Sick Leave Incentive

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

33 Section 4. Sick Leave Fund

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

35 The City-wide sick leave fund shall be governed by rules as established by the governing board. The
36 governing board shall consist of the City Manager, who shall act as chair, an HR representative, and (2)
37 two representatives from AFSCME local 2043.

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

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

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

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

14 **Section 5. Compassionate Leave**

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

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

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

26 **Section 7. Military Leave**

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

29 **Section 8. Union Leaves**

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

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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 include
5 the reason for requesting such leave and establish reasonable justification for consideration by the City.
6 An employee shall not accrue benefits or seniority during such leave but will be reinstated with all
7 previously earned leave and seniority upon his or her return to work.



ARTICLE 8: VACATIONS

1 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

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3 Section 2. Earned Vacation Per Pay Period

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

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

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

16 Section 3. Utilization

17 Vacation requests shall be submitted at least 48 hours in advance of the requested leave. The City
18 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, regardless
3 of previous vacation scheduling. The granting of vacation leave shall be in accordance with the needs
4 of the City and requires the approval of the Supervisor and/or Department Manager. Preference in
5 vacation scheduling, extra days or any other choice given to members shall be by seniority. Seniority
6 is defined as total length of unbroken service to the City as a regular full-time employee. Each employee
7 may exercise seniority one (1) time each year in the scheduling of a single vacation. If conflicts occur
8 between scheduled vacation, and senior employees scheduling extra days off, vacation time off will be
9 given preference. The City reserves the right to cancel vacations in the event of an emergency when
10 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.

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ARTICLE 9: WAGES

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Section 1. Salary Schedule

Effective July 1, 2019 the salary schedule (Appendix A) shall be adjusted as follows:	
Date of Change	Rate of Increase
July 1, 2019	CPI-W 2.5%
July 1, 2020	\$1 per hour increase
July 1, 2021	CPI-W not less than 1.0% or more than 3.0%
July 1, 2022	CPI-W not less than 1.0% or more than 3.0%
July 1, 2023	CPI-W not less than 1.0% 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 pay:
4

Qualifying Date With City (Bargaining Unit Seniority)	Recognition Pay Percent
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

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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 alignment
6 with the job tasks assigned to the employee at the time the employee wishes to participate in the
7 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 Manager,
17 proof of completion of the course with a grade of "C" or better. The course must have been
18 approved in advance by the Supervisor and/or Department Manager prior to taking the course.
19 All core college classes that apply to an AA, AS, BA, or BS or MS in the job-related field, shall
20 be considered eligible courses. Electives will be reimbursed based upon the job-relatedness of
21 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 the
25 test a second time, at their own personal expense. Failure to successfully complete a "required
26 exam/certification" may lead to position demotion or termination of employment. Prior to any
27 demotion/termination the employee shall be afforded a due-process hearing. Any mitigating
28 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.

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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.

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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 lunch
5 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 overtime
10 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, shall
14 not count towards the forty (40) hours worked for the purpose of calculating overtime or compensatory
15 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 the
18 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 anticipated
27 to be over one hour.

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(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

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Section 1. Preference for Compensatory Time:

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

Section 2. Annual Accrual Limits:

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

Section 3. Use of Accrued Compensatory Time:

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

Section 4. Cashing Out of Accrued Compensatory Time:

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

(A) Rate of Compensation:

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

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

(B) Automatic Conversion to Overtime Pay:

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

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

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

Finance will send out notice of employee's compensatory time balance by January 31st to all employees with more than sixty (60) hours in Compensatory Time remaining from the previous year. Employees

1 will reply in writing (an email will suffice) to Finance by February 15th as to their intentions to use these
2 hours as leave or leave or have them paid to the Special pay plan as noted below in Section 5(B).

3 Leave Request Option:

4 Between January 1st and February 24th of each year, any time off requests for use of
5 compensatory time will first draw down and use hours from the previous year's balance greater
6 than sixty (60) hours.

7 Special Pay Plan Option:

8 Any employee who still (by February 24th) has accrued compensatory time hours from the
9 previous calendar year in excess of sixty (60) hours shall cash twice the excess hours into the
10 Special Pay Plan 401(a). The actual transfer into the 401(a) Special Pay Plan will take place at
11 the end of March².

12 Example: An Employee still has seventy-five (75) hours of accrued compensatory time
13 remaining from the previous calendar year after any leave hours have been taken. This ¹option
14 would result in thirty (30) hours of compensatory time being transferred to a "Special Pay Plan"
15 401(a) at the end of the following March. This would also lower their accrued compensatory
16 time remaining from the previous year to forty-five (45) hours that would be carried over into the
17 new year.

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

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

21 No more than sixty (60) hours may ever be carried over from one calendar year to the next.
22

² 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 become 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 filling/ 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.

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

1 **Section 2. Bumping rights**

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

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

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

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

12 **Section 3. Recall**

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

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

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ARTICLE 16: FILLING OF VACANCIES

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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 qualified
7 present employees are otherwise equally qualified in the City's judgment, first consideration shall be
8 given the applicant with the greatest seniority in applicable job classification. No new employee shall be
9 hired into a department or classification in which a qualified employee has recall rights.

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ARTICLE 17: TRIAL SERVICE PERIOD

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Section 1. Trial Service Period

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(A) The union recognizes the City's rights to terminate new employees on trial service status at any time, for any reason, without recourse to appeal. The City may exercise all rights, not specifically modified by this contract with respect to trial service employees.

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(B) All new employees hired into the bargaining unit without a mandatory certificate and/or licensing requirement shall serve a trial service period of six (6) months.

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(C) Subject to section 1(A), any employee whose job position requires mandatory certifications and/or licensing will remain on trial service for the greater of six (6) months or until the employee attains the certifications and/or licensing requirements of said job or until the relationship with the City ends. The trial service employee will receive a written assessment of progress every ninety (90) days from his/her Supervisor.

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(D) By mutual agreement, between the Union and the City, the employee's trial service period may be extended.

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(E) An employee, who receives a promotion, including promotions outside the bargaining unit, will serve a six (6) month trial service period in the newly acquired position.

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ARTICLE 18: EMPLOYEE UNIFORMS/SAFETY AND PROTECTIVE EQUIPMENT

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

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ARTICLE 19: SETTLEMENT OF DISPUTES

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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 meeting
4 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 as
11 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 following
14 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 Agreement
20 and determining if it has been violated. The arbitrator shall not alter, modify, add to, or delete
21 from this Agreement. The decision shall be binding on both parties. Each party shall be
22 responsible for and bear all costs associated with presenting its own case to arbitration. Both
23 parties seeking arbitration shall equally share the fees and expenses charged by the arbitrator
24 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.
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ARTICLE 20: DISCIPLINE AND DISCHARGE

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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 reasons
13 shall not be expanded at a later date, except in such cases where further evidence pertinent to
14 the situation is subsequently discovered. At the same time the employee is presented with the
15 statement, the Union shall be sent notice that a written warning, suspension, or discharge has
16 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, or
21 disciplinary actions prior to being placed in their personnel file. Employees shall have a right to
22 respond in writing to such material and such response shall be attached thereto. Warning letters
23 shall be removed upon request from an employee's personnel file twelve (12) months after
24 issuance providing subsequent disciplinary actions of the same subject have not been placed
25 in the employee's file during the twelve (12) month period. Letters of suspension or demotion
26 shall be removed from an employee's personnel file after thirty-six (36) months.

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ARTICLE 21: CITY RIGHTS

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Section 1. City Security

(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 the
7 course of their employment, shall not honor any picket line established in the City by any other labor
8 organization, when called upon to protect the City's health, safety and welfare. Disciplinary action,
9 including discharge, may be taken by the City against any employee or employees engaged in a violation
10 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 return
14 to work. This obligation and the obligations set forth above shall not be affected or limited to the subject
15 matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not
16 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 are
18 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.

(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 own
24 time, arrive at their work station up to 20 minutes before the start of their regularly scheduled work shift
25 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.

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 incidental
32 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.

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

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

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

17 **Section 3. Uniform Application**

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

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ARTICLE 22: MEET AND CONFER COMMITTEE

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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 between
4 the parties. This labor/management committee will provide a forum for discussion of issues not addressed by
5 the contract such as staff morale, operational methods and procedures, attendance, and other policies of the
6 City which affect the working conditions of the employee when such policies are not mandatory subjects of
7 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 mutually
11 agreed upon by the parties.

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ARTICLE 23: SAVINGS CLAUSE

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



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 emergency
4 declaration document is signed until the document declaring the end of the emergency is signed.

ARTICLE 25: TERM OF AGREEMENT

1
2 This Agreement shall be effective July 1, 2019 and shall be binding upon the City, the Union, and their
3 members and shall remain in full force and effective through June 30, 2024, For the purpose of negotiating a
4 successor agreement, notification needs to be sent in writing, no later than December 15, 2023. The terms of
5 this Agreement shall continue thereafter during any period of negotiations for a new contract.
6

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

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

19 IN WITNESS WHEREOF, the parties hereto have set their hands this 14th day of August, 2019

Signatures for AFSCME Local 2043:

Signatures for the City of Lebanon:


Casey McMillin, AFSCME Representative

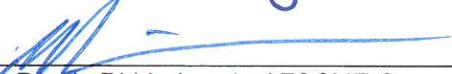

Paul R. Aziz, Mayor


Jason Rush, AFSCME Representative

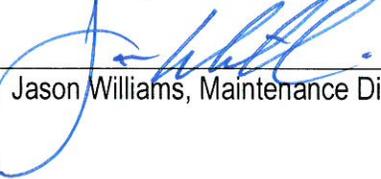

~~Gary B. Marks, City Manager~~ AIC


Tammy Dickey, AFSCME Representative


Ron Whittlatch, Engineering Services Director


Randy Ridderbusch, AFSCME Council Representative


Matt Apken, Finance Director


Jason Williams, Maintenance Division Director

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APPENDIX A: AFSCME SALARY SCHEDULE

APPENDIX A: AFSCME SALARY SCHEDULE							
Salary ranges for the period July 1, 2019 through June 30, 2020 (represents 2.5% increase)							
POSITION	LGPI Grade	BASE	STEP A	STEP B	STEP C	STEP D	STEP E*
IT/GIS Sys. Coordinator Project Engineer Project Manager Sr Network Engineer	8	5372	5643	5925	6220	6532	6793
Crew Chief Engineering Associate Systems Engineer	7	4755	4994	5244	5504	5779	6010
Dev. Services Technician	6	4207	4421	4636	4871	5115	5320
Court Clerk II Sr Maintenance Worker	5	3677	3858	4050	4255	4466	4643
Custodian II Finance Clerk Library Assistant II Maintenance Worker Office Assistant	4	3097	3248	3411	3580	3764	3911
Custodian I Dial-A-Bus Dispatcher/ Receptionist Dial-A-Bus Driver Senior Center Activities Planner/Receptionist	3	2851	2991	3140	3297	3466	3605
*Employees are eligible to advance to Step E after seven (7) years of employment with the City in an AFSCME represented position.							

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APPENDIX B: SALARY SCHEDULE - LONGEVITY

July 1, 2019 through June 30, 2020 This schedule only applies when the employee is at the top step of their grade									
POSITION	LGPI	STEP	0.50% 10 YEARS	1.00% 12 YEARS	1.50% 14 YEARS	2.00% 16 YEARS	2.50% 18 YEARS	3.00% 20 YEARS	5.00% 25 YEARS
	Grade	E	MONTH 120	MONTH 144	MONTH 168	MONTH 192	MONTH 216	MONTH 241	MONTH 300
IT/GIS Sys. Coordinator Project Engineer Project Manager Sr Network Engineer	8	6793	6827	6861	6895	6929	6963	6997	7133
Salary includes additional amount			34	68	102	136	170	204	340
Crew Chief Engineering Associate Systems Engineer	7	6010	6040	6070	6100	6130	6160	6190	6311
Salary includes additional amount			30	60	90	120	150	180	301
Dev. Services Technician	6	5320	5347	5373	5400	5426	5453	5480	5586
Salary includes additional amount			27	53	80	106	133	160	266
Court Clerk II Sr Maintenance Worker	5	4643	4666	4689	4713	4736	4759	4782	4875
Salary includes additional amount			23	46	70	93	116	139	232
Custodian II Finance Clerk Library Assistant II Maintenance Worker Office Assistant	4	3911	3931	3950	3970	3989	4009	4028	4107
Salary includes additional amount			20	39	59	78	98	117	196
Custodian I Dial-A-Bus Dispatcher/ Receptionist Dial-A-Bus Driver Senior Center Activities Planner/Receptionist	3	3605	3623	3641	3659	3677	3695	3713	3785
Salary includes additional amount			18	36	54	72	90	108	180

Approved by



Date

8/7/2019

APPENDIX C: 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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2 The City will prepare an incident report describing the circumstances that prompted the request
3 for an alcohol and/or drug test which will be made available to the employee and/or the Union
4 upon request.

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

- 9 3. An employee is involved in any work-related accident which results in death or bodily injury to
10 the employee, a coworker or another person or which results in any property damage beyond
11 damage which is determined by the City to be de minimis.
- 12 4. In the event an employee is injured and is therefore unable to promptly consent to testing, the
13 employee will be required to authorize a release of medical records to reveal whether drugs
14 and/or alcohol were in his/her system at the time of the accident.
- 15 5. Required by DOT or other applicable laws or regulations.
- 16 6. Required pursuant to a rehabilitation agreement imposed by the City.

17 **(D) Prescribed Medication**

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

22 **(E) Searches**

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

29 **(F) Safeguards**

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

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

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

38 **(G) Rehabilitation**

39 The City encourages employees who have drug and/or alcohol dependencies or think they may have such
40 dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol
41 dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working
42 hours to allow for inpatient or outpatient rehabilitation treatment as recommended by the rehabilitation

1 counselors.

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

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

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

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 that
6 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 submit
18 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 Council
30 shall make the final decision. If the decision reduces bargaining unit work the affected employees shall
31 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 or
16 grandchild, of a city employee. The City recognizes same-sex domestic partners. A son or daughter is
17 further defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person
18 standing in *loco parentis* who is either under age, or age 18 or older and incapable of self-care because
19 of a mental or physical disability. A parent is further defined as a biological parent or an individual who
20 stands or stood in *loco parentis* to an employee before that employee has reached adulthood.

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

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

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

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

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

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

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

40 **Overtime Pay Rate:** Overtime shall normally be reimbursed at a rate of time and half (1.5). However, some

1 hours worked beyond the normal schedule, particularly on a daily basis, will be reimbursed at the regular
2 pay rate (1.0).

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

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

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

11 **Trial Service:**

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

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

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

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

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

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