

COLLECTIVE BARGAINING
CONTRACT
FY ~~2015/2016~~ 2018/2019 – FY ~~2017/2018~~ 2020-2021
GENERAL UNIT

CITY OF SALEM and the HOUSING AUTHORITY OF
THE CITY OF SALEM

AND

LOCAL NO. 2067/COUNCIL 75
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES
(AFL-CIO)

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PREAMBLE

This Contract, entered into between the City of Salem, an Oregon municipal corporation, and the Housing Authority of the City of Salem (SHA), a municipal corporation hereinafter referred to as “City”, and Local 2067/Council 75, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as “Union”, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Representation of Career Status and Part-Time Exempt Employees.

The City recognizes the Union as the sole and exclusive employees’ representative for all initial hire probationary and all career status and selected part-time exempt employees in classifications shown in Appendix A.

Specifically, strike prohibited employees are excluded from Union representation in this bargaining unit, as defined by ORS 243.736.

This Collective Bargaining Agreement covers employees for both the City of Salem and Salem Housing Authority. Subsequently, particular provisions of this agreement are distinguished.

1.2 Excluded Employees

- A. Employees neither covered by this contract nor represented by the Union are those who are:
- (1) Represented by a labor organization other than the Union;
 - (2) Employed in seasonal positions,
 - (3) Employed in career or part-time exempt supervisory, confidential, or managerial positions (as defined in ORS 243.650(6), (16) and (23) respectively).

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Traditional Management Rights

Except as specifically limited by the express provisions of this contract, the City retains traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees. The City's management rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment, the content of classification specifications and to employ employees; to schedule and assign work, including overtime; to establish work and productivity standards and, from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which such operations and services will be made or purchased; to make and enforce reasonable rules and regulations; to discipline; to change or eliminate existing methods, equipment or facilities; all provided, however, that the exercise of any of the foregoing management rights will not conflict with any of the expressed written provisions of this contract.

2.2 Right to Subcontract

(a) The City will have the right to subcontract the work performed by bargaining unit members during the term of this contract without bargaining the decision or the impact of such subcontracts. The City will notify the Union of its intent to subcontract the work performed by bargaining unit members by providing the Union with the Request for Proposal. The Union will have the right to schedule a meeting(s) as prescribed in Article 4.6 to discuss such prospective subcontracting and to request additional information regarding such subcontracting from the City. In the event subcontracting requires the layoff of an existing bargaining unit member, the City will give thirty (30) calendar days notice of layoff. During this period, the parties may meet and confer and the Union may present alternatives to layoff.

~~(a)~~ The City must be able to document that the decision to contract out work represents a reasonable business decision. In addition, the Union may appear before the City Council under "Appearance of Interested Citizens" to present its concerns and suggestions to the City Council with respect to the subcontracting decision.

(b) Employees who are laid off as a result of subcontracting as described in Article 2.2(a), will be eligible for severance pay in the amount of twenty-five (\$25.00) for each full month of service computed from the employee's continuous service date. In addition, such employees will receive a written notice describing how they can contact the Human Resources Department to obtain information about current position vacancies. The City also will provide the name(s) of such employees to the contractor who is awarded the contract for services.

ARTICLE 3 - UNION SECURITY

3.1 Discrimination Because of Union Activity Prohibited

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

3.2 Union Activity on City Time

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

Not more than fifteen (15) minutes shall be granted for the Union representative to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the Union's status, organization benefits, facilities, related information and distribution and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The City will when possible provide the Union at least ten (10) days' notice of the time and place of new employee orientation meetings.

The City may change the orientation program in the future to be held at a set time/day for all new hire employees. If/when this orientation program change occurs; the Union will be notified of the set time/day of orientation in advance and will be provided opportunity to distribute Union information to new employees.

Union Executive Board Members and Shop Stewards will be permitted to utilize City email for notice of steward trainings or other official union business provided that the content is text only.

3.3 Union Dues

The terms of this contract have been executed for all employees in the bargaining unit, not solely for members of the Union. ~~The parties recognize that each employee will bear a lawful fair share of the costs incurred by the Union in meeting its responsibilities to negotiate and administer this contract for all members of the bargaining unit. Therefore, in accordance with applicable state law, t~~The following provisions of Union dues are agreed to:

(a) ~~Union or fair share dues will be deducted from each employee's pay beginning with the first full pay period following the date of hire. The City will deduct Union dues and remit payment to the Union upon receipt of written authorization by an employee. Such authorization shall continue unless revoked or changed in writing by the employee. Payment of dues will be through payroll deductions in the next possible pay period following receipt of authorization. The Union will provide the City notice of dues amounts to be paid, including initiation fees or other, as applicable. Deductions will be made only if accrued earnings are sufficient to cover dues after all other authorized payroll deductions have been made.~~

Employees who are not members of the Association may make voluntary payments to the Union by means of payroll deduction by providing written consent to the Employer. Such payment amounts are those authorized by the employee.

~~(b) Such sums will constitute the employee's dues if he or she is a member of the Union, or will otherwise constitute the employee's fair share service fee. Such deduction will be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made. The parties recognize that no voluntary authorization request for the deduction of fair share fees is necessary as this article contains the authorization for these deductions.~~

~~(c)(b) The deduction and disbursement to the Union of dues and fair share service fees as provided herein will be accomplished each pay period, and payment to the Union will be made by one check which contains all the authorized deductions in one aggregate amount. Payment to an approved charity as provided herein will be deducted and made separately to the designated charity within the same time limits as dues and fair share service fee deductions are made. Fair share service fees will not be expended for partisan political purposes by the Union.~~

~~(d) Any employee objecting to the fair share service fee based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member will require the employee to inform the City and the Union in writing of the objection. Upon receipt of the written objection, the City will be required to continue to make the monthly fair share service fee deductions from that employee's pay, but to hold the deductions apart from the aggregate deductions sent to the Union until the employee and the Union identify in writing to the City, to which charity the reserved and future deductions should be sent. The objecting employee will be obligated to meet or communicate with the Union and identify a mutually agreeable nonreligious charity to which the City will be authorized to send the objecting employee's fair share service fee deductions.~~

~~(e)(c)~~ The City will not be held liable for errors in deductions provided in this article, unless the City fails to make proper and corrective adjustments of the error within a reasonable time, not to exceed three (3) pay periods from the date of City's discovery of the error, or written notice from the employee or Union of the error. The parties agree that corrective adjustments will be taken in prorated amounts from an employee's pay if the employee asserts that a single adjustment would create a hardship to the employee. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits begun against the City as a result of this Article 3. The Union further agrees and pledges to provide any employee objecting to fair share deductions minimum due process rights within the Union's established appeal process during its handling of that objection.

~~(f)(d)~~ The Union may grieve any failure by the City to meet its obligations under this article, provided, however, no grievances will be permitted over any dispute ~~regarding voluntary payments consented by an employee. a fair share service fee employee, the City or the Union concerning any of the provisions of subsection (d) of Article 3.3.~~ Such disputes are solely between the Union and the objecting employee, and there will be no recourse available to either the Union or the objecting employee, or both, through this contract

~~(g)(e)~~ The City shall provide to the Union electronic ~~employee list(s) information in Excel or comparable, of all employees with the bargaining unit indicating the payment of dues monthly. each month to the Union that~~ The information will include: name of all new and terminated employees in the bargaining unit including date of hire/separation, home address if available, FTE status, classification name and number or job name, employee identification number, department/division names and addresses, and the employee's dues amount or fair share contributions for each bargaining unit member.

The Union is responsible to notify the City if a change in Union membership status requires a change in payment of dues. The City will make payroll changes for the next payroll subject to reasonable notice.

The City may require the Union to pay for any costs related to producing employee data, requested by the Union and not included in this contract.

~~(h)(f)~~ ~~All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.~~ The Union shall indemnify and the Union and employee shall hold the City harmless against any and all claims,

damages, suits, or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with these provisions.

ARTICLE 4 - UNION REPRESENTATIVES

4.1 AFSCME Representatives

- (a) The Union may, from time to time, be represented by and communicate to the City through officers, agents or other representatives of the International Union (or its subdivisions) with which it is affiliated. The Local Union President shall certify the name, office, and business address of such representatives to the City's Human Resources Director. The City may refuse to recognize such representatives until so certified.
- (b) The City agrees that Union representatives accredited by the Union shall be accorded reasonable access to City premises for the purpose of Union business, provided that such access does not interfere with the performance by City employees of their duties ~~and further provided that such representatives shall give reasonable notice to the Human Resources Director of their intent to exercise the privileges of this section.~~
- (c) Such Union representatives shall have the right to participate in Union/City meetings and grievance meetings above Step 1 of this contract's grievance procedure. Such Union representatives may participate in Step 1 grievance meetings upon advance request made to the City's Human Resources Director.

4.2 Union Officers

Within ~~five (5)~~ thirty (30) calendar days following the election or appointment of any officers of the Union Local, the President of the Union ~~shall certify~~ will provide the names and titles or offices of such officers to the City's Human Resources Director. The City may refuse to recognize the authority and prerogatives of any such officer until ~~he or she is so certified~~ the City has been notified.

4.3 Union Stewards

- (a) It is recognized by the City that Union stewards are desirable for the proper administration of the terms of this contract. The Union shall appoint stewards from among its active employee members and shall make a diligent effort to have a steward in each work area having employees represented by this exclusive bargaining agent.
- ~~(b) The duly elected vice-president of the Union shall be known as the Chief Steward.~~

~~(e)~~(b) Stewards shall have the right and duty to represent individual employees in the bargaining unit and with respect to grievances as defined by this agreement in accordance with provisions of Article 18. Such representation shall be accorded any employee in the bargaining unit.

~~(d)~~(c) Duties required by the Union of its stewards, excepting attendance at meetings with the City, with supervisory personnel initiated by the supervisor or by mutual agreement, and with aggrieved employees, shall not interfere with their or other employees' regular work assignments as employees of the City. In accordance with all of the provisions of Article 4 and Article 18 of this contract, Union stewards will be granted reasonable time off to process grievances. For the purpose of this section, "reasonable" will be defined as the amount of time the average person in the position, employing due diligence, would take to process the grievance.

~~(e)~~(d) The President or ~~Vice President~~ Chief Steward of the Union shall certify the appointment of each steward to the City's ~~Human Resources~~ HR Director within ~~five (5)~~ thirty (30) days of such appointment, and the City may refuse to recognize the authority or prerogatives of any stewards until they are certified.

~~(f)~~(e) The number of stewards normally participating in processing and investigating a grievance on City time shall be limited to one (1) at any step in the procedure. The Union may request that ~~the Chief Steward~~ another steward be permitted to consult with a ~~new~~ steward on a particular problem. ~~The Chief Steward may participate in grievances at Step 2 and above, and he or she may represent a steward in the processing of that steward's own grievance at any step.~~

~~(g)~~(f) No stewards shall leave their duty or workstation for purposes connected with their office of steward without the specific approval of their supervisor or other authorized managerial official. Such approval shall not be denied arbitrarily, capriciously, or discriminatorily, and the supervisor may set a reasonable time limit for such activity. If work requirements cause the denial of release time for grievance processing or other Union business, a satisfactory time shall be arranged by the supervisor within three (3) days of a reasonable request. Complaints with respect to this and all other aspects of Article 4.3 are subject to the parties' contractual grievance procedure.

~~(h)~~(g) Union stewards shall be granted up to two (2) days unpaid leave once per year to attend formal Union-conducted steward training. This leave must be requested in writing to the stewards' supervisor at least ninety-six (96) hours prior to the training.

~~(i)~~(h) The Chief Steward may assign another recognized steward to process a grievance. The Chief Steward will make a reasonable effort to provide one (1)

business days' notice of steward assignment to the City's ~~Human Resources~~ HR Director.

4.4 Contract Negotiations and Renewal

- (a) Reasonable time off without loss of pay shall be limited to not more than six (6) employees when serving as authorized representatives of the Union in formal negotiations with the City. In the event that departments have difficulty with release time of selected Union employees (due to operational needs) participation will be limited to the scheduled time for the formal negotiation and travel time to and from the meeting site.
- (b) Activities in preparation for negotiations shall not qualify for the above time off without loss of pay unless mutually agreed in writing. However, requests for use of earned leave shall be approved for this purpose subject to the City's operational requirements.
- (c) The Union shall be obligated to give the City reasonable advance notice, but not less than five (5) City business days, of the names of employee representatives prior to the negotiations meeting.

4.5 Use of City Bulletin Boards

The Union may use reasonable portions of City bulletin boards under the following conditions:

- (a) All material must be dated and must identify the organization. All material must be in good taste and be a reflection of lawful Union activity or interests.
- (b) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union material, provided that up to one-half (1/2) of the space on such boards is made available for Union use.
- (c) The area provided for Union material shall be headed with an appropriate sized placard stating the word "Union" and a boundary line installed to keep other materials from being placed in the Union area.

4.6 Union/City Meetings

The City and the Union agree it is within the best interest of both parties to meet as needed for purposes to prevent or eliminate grievances, or on matters affecting employee health or safety. The meeting shall be scheduled at a time mutually convenient to both parties, with notice of topic of discussion prior to the meeting, and without loss of pay for employees' participation.

4.7 Security/Access

Access to secure, confidential areas of business for the City of Salem may require employees to participate in specialized training and/or pass a fingerprint check per state compliance requirements. If a Union representative will need access to secure, confidential areas for work-related purposes, the representative will have to submit and pass all the same security process requirements as all other persons permitted in the secured or be escorted at all times by authorized personnel.

ARTICLE 5 - DIRECT COMPENSATION

5.1 Compensation Plan

For City of Salem:

Effective and retroactive to July 1, 2018, the wage scale in Appendix A will be increased by 2.25% for each step of the wage scale.

Effective July 1, 2019, the wage scale in Appendix A will be increased by 2.75% for each step of the wage scale.

Effective July 1, 2020, the wage scale in Appendix A will be increased by 2.75% for each step of the wage scale.

For Salem Housing Authority:

Contingent upon funding and budgetary constraints, the Salem Housing Authority will provide the following yearly wage adjustments to the wage scale. In the event SHA determines that the cost of these yearly wage adjustments may result in layoff of bargaining unit employees, SHA will give notice prior to October of the effective year to reopen and bargain Article 5.1 consistent with ORS 243.712.

Effective October 1, 2018 or upon execution, the latter of either, the wage scale for SHA will be increased by 2% for each step of the wage scale.

Effective October 1, 2019, the wage scale for SHA will be increased by 2% for each step of the wage scale.

Effective October 1, 2020, the wage scale for SHA will be increased by 2% for each step of the wage scale.

In the event the SHA determines that the cost of these yearly wage adjustments may result in layoff of bargaining unit employees, SHA will give notice to the Union prior to October of the effective year to reopen and bargain Article 5.1 consistent with ORS 243.712. The parties will initiate bargaining within fifteen (15) calendar days of notice

provided. The parties understand that the reopener ceases the wage scale adjustments above and does not guarantee any increase in wages. The availability of wage adjustments will be based on available funds, the operational needs of SHA and is subject to approval of the SHA Board of Commissioners.

5.2 Certification Pay

- (a) Certification and Incentive pay will ~~Hourly differential shall~~ be paid to employees ~~in specified Community Development Department Building Inspector and Plans Examiner classifications and in Fleet Services Technician classifications in Administrative Services~~ when they hold the desired combination of certifications listed in Appendix "C" and "D" and when possession of said certifications is verified by the division superintendent. Failure of ~~a Building Inspector and/or Plans Examiner an~~ employee to maintain the designated certifications listed in Appendix "C" or to satisfactorily perform shall result in loss of the differential payment. Failure of ~~a Fleet Services Technician an employee~~ to maintain the designated certifications listed in Appendix "D" shall result in loss of the incentive payment and may result in disciplinary action, up to and including termination of employment.

~~Effective October 1, 2015, the Housing Authority of the City of Salem (SHA) will adjust all salaries contained in Appendix A, and hereby incorporated into this agreement by one and one half percent (1.5%).~~

- ~~(b) — Effective July 1, 2015, the City will adjust all salaries contained in Appendix A, and hereby incorporated into this Agreement, by three percent (3%).~~
- ~~(d) — As of July 1, 2016, the City will adjust all salaries contained in Appendix A and hereby incorporated into this Agreement, by two percent (2%).~~
- ~~(e) — As of July 1, 2017, the City will adjust all salaries contained in Appendix A and hereby incorporated in this Agreement, by two and three-fourths percent (2.75%).~~

5.2 — Special Salary Adjustments

~~The special salary adjustments, for City of Salem employees employed in the classifications included in "Appendix B" are effective January 1, 2016.~~

5.3 FLSA Exempt Employees

- (a) Classes Exempt Per FLSA: ~~—Fair Labor Standards Act (FLSA) exempt employees are overtime exempt, and they shall not be subject to provisions of the Agreement in Article 13.6(b)–13.16~~ 13.7-13.17 "Overtime", but shall

continue to be granted forty-eight 48 hours Administrative Leave per calendar year.

- (b) ~~Flexible Schedules~~—FLSA exempt employees, by the nature of their work, may need to work flexible schedules more than forty (40) hours a week in order to meet the operational needs of the City ~~and their own personal needs~~.

5.4 Classification/Reclassification

- (a) New classifications: Whenever the City establishes any new classification in the bargaining unit, the City shall establish and implement a pay range and a detailed City classification specification. The City shall notify the Union in writing of the official adoption of the new classification within fourteen (14) calendar days of its adoption. If the Union disagrees with the pay range assigned by the City, the Union may make a demand to bargain, as provided by ORS 243.698, within fourteen (14) calendar days from their receipt of said notice. A Union/City meeting through the provisions of Article 4.6 shall be held within fourteen (14) regular City business days from receipt of the Union request. If the pay dispute is unresolved after the Union/City meeting, the Union may initiate collective bargaining over the pay dispute. The provisions of Article 22 shall not be applicable to the eventual impasse of these negotiations. The City will treat the disputed pay range as any other pay range for the term of this contract or until negotiations result in the establishment of a different pay range, and the City will not be barred from hiring for the classification and paying the proposed pay range during the term of negotiations.
- (b) Re-classification requests: Written requests for classification review from an employee may be made to the ~~Human Resources~~ HR Department with a copy to their supervisor. Upon receipt of the written request, ~~Human Resources~~ HR shall time/date stamp the request and notify the employee of the received reclassification request via memo or email. No later than sixty (60) calendar days after the request was received in HR the employees will be notified in writing as to what actions will be taken in regard to their request. Should a classification review determine that a reclassification of the position is necessary, any change in compensation, if warranted, will be retroactive to the first full pay period after the date the written request for review was received by the ~~Human Resource~~ HR Department. At the employee's request, a meeting will be scheduled with the relevant HR analyst to discuss HR's decision. Denial of a reclassification after review by HR is not subject to grievance.

5.5 Pay Periods

- (a) The annual salaries and wages of employees shall be paid ~~in 26 bi-weekly payments~~ every two weeks with a 14-day pay period. In the event a regularly

scheduled pay date falls on a holiday, the last preceding Thursday shall be the regular pay day. Notwithstanding, for Thanksgiving, the pay day will be the Friday after Thanksgiving for electronic deposits and the Monday after Thanksgiving for paychecks and copies of electronic deposits.

- (b) While the parties recognize that certain information concerning employee salaries is not exempt from public disclosure under the Oregon Public Records Law, it is the desire of both parties to maintain the confidentiality of employee pay data to the greatest extent legally possible and administratively practical. The City shall make reasonable efforts to ensure that employee paychecks are distributed in a confidential manner.

5.6 Pay Step Progression

- (a) Career and newly hired probationary employees shall be eligible for merit increases annually as provided for in ~~Human Resources~~ [HR](#) Rules, Section 4.02.
- (b) Part-time exempt employees shall be governed by the following provisions and shall be eligible for merit increases according to the schedule below:

Completion of 600 hours of work and twelve (12) months of service.

Completion of 1,800 hours of work.

Completion of 3,000 hours of work.

Completion of 4,200 hours of work

Completion of 5,400 hours of work.

5.7 Correction of Paycheck Errors

- (a) **UNDER PAYMENTS.** Payroll computation errors shall be corrected pursuant to ORS 652.120.
- (b) **OVER PAYMENTS.** In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the over payment, the City shall notify the employee in writing of the overpayment. Such notice will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - (1) The City shall limit the overpayment calculation to a maximum period of three (3) years before the notification.

- (2) The employee and the City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- (3) If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in subsection (4) below.
- (4) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular biweekly base pay (gross amount of bi-weekly pay not including shift differential and over time earned in that pay period), the overpayment shall be recovered in biweekly amounts not to exceed five percent (5%) of the employee's regular biweekly base salary. If an overpayment is less than five percent (5%) of the employee's regular biweekly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount will be deducted from the employee's final check(s).
- (5) An employee who disagrees with the City's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
- (6) This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

ARTICLE 6 - INSURANCE BENEFITS

6.1 Health Care Benefit Program

The City shall offer medical, dental, and vision care benefits to full-time career and part-time career employees.

- (1) Part-time career employees who have waived coverage and subsequently have a temporary FTE increase shall not be eligible to enroll in health care benefits unless that temporary FTE increase is anticipated, documented in a Personnel Action Form, and exceeds six (6) full calendar months.
- (2) Full-time career and part-time career employees who have waived coverage have the option of enrolling in health care benefits during the open enrollment period, for coverage effective January 1st of each year or within 30 days of a qualifying event.
- (3) Part-time exempt employees shall not be eligible for health care benefits.

6.2 Health Benefit Design Committee

The parties agree that the high cost of health care and possible changes to health insurance as required by the Affordable Care Act, could require the evaluation of the health plan design. The City and the union also agree that this is best done through mutual cooperation. A Health Benefit Design Committee will be developed to address health, vision and dental benefits.

The City and the Union agree that it is in the immediate interest of the City and all of its employees to explore alternative health care plan designs to limit inflation to employer and employee health care costs on an annual basis. With the intent of addressing our mutual concerns of affordable, quality health insurance, the Union agrees to participate in the Health Benefit Design Committee and contribute to limiting increases to health care costs, adding health care options, and ensuring quality health insurance is available to every City employee.

The purpose and function of the Health Benefit Design Committee will be as follows:

- (1) Provide plan design recommendations for health, dental, and vision plans within the City contribution level (see Article 6.3).
- (2) Provide plan design recommendations that incentivize the employee to be cost effective health, dental, and vision benefit ~~consumers~~participants.
- (3) Develop communications to employees and their families to encourage them to be effective ~~consumers~~participants.
- (4) The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths (3/4) vote, reach agreement on recommendations. If the committee reaches a tie vote, the plan designs in effect at the time of the vote will remain status quo.
- (5) The committee will provide recommendations to the Benefits Manager by August 1st of the calendar year preceding the benefit plan year. Recommendations are advisory to the parties.
- (6) The committee shall be composed of ten (10) voting members with equal numbers representing the employer and union representatives.
- (7) Meetings shall be held at least quarterly. Members of the committee shall be allowed paid release time. No overtime shall be paid for attendance at these meetings.
- (8) If an annual increase in benefit dollars contributed by the employer exceeds eight percent (8%) of the previous year's dollars, it is understood that the committee

will pursue an alternative health benefit plan or plans, or consider modifications to the current plan to reduce cost increases as advisory to the Benefits Manager.

6.3 Health Care Benefits Premium Contribution

For City Employees: The City and full-time career and part-time career employees shall share the premium cost of health care benefits. Premium for health care benefits is paid in advance. For example, the employee premium share deducted from December paychecks pays for January coverage.

~~(a) During calendar year 2015 and 2016, for full-time career employees, the City contribution to health insurance premium shall be limited to ninety-six percent (96%) of the total premium for the plan. The full-time career employee shall pay the remaining four percent (4%) of health insurance premium through pre-tax payroll deduction.~~

~~(b)~~(a) For full-time career employees, ~~beginning December 1, 2016, for January 1, 2017 coverage and~~ for the life of the contract, the City contribution to premium for the PPO medical plan, the Kaiser Permanente plan, the vision plans, and the dental plans shall be limited to ninety-five percent (95%) of the premium for the plans and coverage level selected by the employee. Full time career employees shall pay the remaining five percent (5%) of premium through pre-tax payroll deduction. A summary of plan benefits is available on the City website.

~~During calendar year 2015 and 2016 for part-time career employees, the City contribution shall be limited to a proration of the 96% contribution made for full-time career employees based on the budgeted FTE of the part-time career position. For example, if a part-time career position is budgeted at 0.5 FTE, then the City's contribution shall be limited to half of 96% of premium. The part-time career employee shall pay the remaining balance of health insurance premium through pre-tax payroll deduction.~~

~~(e)~~(b) For part-time career employees, ~~beginning December 1, 2016 for January 1, 2017 coverage, and for the life of the contract,~~ the City contribution shall be limited to a proration of the 95% contribution made for full-time career employees based on their budgeted FTE of the part-time career position. For example, if a part-time career position is budgeted at 0.5 FTE, then the City's contribution shall be limited to half of 95% of premium. The part-time career employee shall pay the remaining balance of health insurance premium through pre-tax payroll deduction.

~~(d)~~(c) ~~Beginning December 1, 2015 for January 1, 2016 coverage, and for the life of the contract,~~ High Deductible Plan: For full-time career employees who elect to enroll in the high-deductible medical plan, the City contribution to medical premium shall be 100%, and the City's contribution to the Health Savings Account (HSA) shall be as follows:

- (1) For full-time career employees electing to enroll in employee-only coverage on the high-deductible medical plan, the City's HSA contribution shall be equal to 50% of the difference between the City's employee-only premium contribution to the PPO medical plan and the City's employee-only premium contribution to the high-deductible medical plan. The City's HSA contribution shall not exceed the annual employee-only deductible of the high-deductible medical plan.
- (2) For full-time career employees electing to enroll in other than employee-only coverage on the high-deductible medical plan, the City's HSA contribution shall be equal to 50% of the difference between the City's employee plus family premium contribution to the PPO medical plan and the City's employee plus family premium contribution to the high-deductible medical plan. The City's HSA contribution shall not exceed the annual family deductible of the high-deductible medical plan.
- (3) For part-time career employees, the City's contribution to the HSA and the high-deductible medical plan premiums shall be separately prorated based on the budgeted FTE of the part-time career position.
- (4) Employees may elect to make additional HSA contributions, through pre-tax payroll deductions, up to the annual HSA contribution limits set by the IRS.

For Salem Housing Authority Employees: CCIS PPO Kaiser, Wilamette Dental, Moda, Kaiser Dental and ODS plan 2. Effective the month following execution of this agreement, the SHA will contribute 97% of the total health insurance premium. Employees will pay the remainder through payroll deductions.

Health Insurance Plan Advisory Committee: Quarterly, two (2) members of SHA, management, a representative from Salem Human Resources and two (2) members of represented staff shall meet to discuss health plan proposals.

6.4 ~~Medical-Dental Vision-Benefit~~ Health Benefit Committee

~~During plan year 2015, full-time career and part-time career employees have a choice of medical plan options as outlined below. Health plan design for all subsequent years of the contract will be based on the recommendations of the Health Benefit Design Committee.~~

Employees may choose the following options:

- (a) Preferred Provider Organization (PPO)-PPO Plan. The parties agree to hold quarterly meetings to review plan design with the purpose to review plan effectiveness, costs, wellness programs and similarly related issues. The committee is advisory. Any suggestions from the committee that have majority consensus may be presented to the respective parties for review.

~~Plan design changes are subject to a mutual written agreement. Suggestions by the committee do not create bargaining obligations. Coverage based upon an 80%/60% co-insurance, \$250/\$750 deductible, with an annual maximum per person/family cost of \$1,000/\$3,000 (not including the deductible), and the prescription co-pay plan outlined below, unless other changes are required by state or federal law.~~

~~PPO Prescription~~

~~Plan: Retail~~

~~Co-pay for Generic prescription ————— \$10.00
Co-pay for Preferred prescriptions ————— 30% (min \$25/max \$55)
Co-pay for Non-Preferred prescriptions 30% (min \$45/max \$75)~~

~~Mail Order~~

~~Up to a ninety (90) day supply of prescription drugs will also be covered as follows:~~

~~Co-pay for Generic prescription ————— \$20.00
Co-pay for Preferred prescription ————— 30% (min \$50/max \$110)
Co-pay for Non-Preferred prescription 30% (min \$90/max \$150)~~

- (b) Kaiser Permanente Plan. The monthly premiums and the type and level of benefits available in the Kaiser Permanente plan may be changed from time to time at the sole discretion of the insurance company, and the City shall have no duty or obligation to negotiate over such changes with the Union. ~~The City contribution to the Kaiser Permanente plan premiums shall be the same percentage outlined in Article 6.3; however, if the total monthly premium set by Kaiser Permanente exceeds the City's contribution to the PPO plan, the difference will be paid by the employee through pre-tax payroll deduction.~~
- (c) Dental/Vision Benefit: ~~Dental and vision plan design and benefits will remain unchanged during calendar years 2015 and 2016. Plan design and benefits for all subsequent years of the contract will be based on the recommendations of the Health Benefit Design Committee.~~
- (d) ~~Beginning January 1, 2016, the City will make available a high-deductible medical plan option that meets the eligibility requirements for participation in a Health Savings Account (HSA).~~

6.5 Plan Documents

The components of the health care benefit program shall be as specified in the health care Plan Documents and, if applicable, contracts with one or more health insurance carriers. The City's health care Plan Documents and, if applicable, insurance carrier contracts shall be available for inspection in the City's Human Resources Department, or on the internet, by any member of the bargaining unit or the Union.

6.6 Long Term Disability Insurance

The City shall make available employee paid long-term disability benefit (LTD) to insure sixty percent (60%) of the employee's current gross wages if the employee is disabled and unable to work. The intent of the plan is to protect against loss of regular income, not to produce any excess over normal gross wages. This benefit will provide salary protection from date of eligibility. Salary protection benefits for occupational and non-occupational disability will commence when ~~one hundred twenty (120) ninety (90)~~ days have elapsed from the time of the disabling injury or illness. Effective January 2019, the plan will change to provide coverage using a ninety (90) day waiting period and maximum monthly benefit of \$2,500. Employees are responsible for all premium contributions.

Benefits paid by LTD are not considered City paid leave or City paid time. Employees on LTD who have exhausted all paid leave will be placed on leave without pay status. The employee may at their own expense purchase health insurance coverage as allowed by law.

If the provisions of this Article conflict with the actual policy language or the decision of the insurer, the policy and/or the insurer's decision shall prevail and such matters shall not be subject to the grievance procedure.

At the Union's request, the City of Salem Benefits Team will meet and discuss plan design and premium options.

6.7 Life Insurance

The City shall provide \$40,000 worth of life insurance to employees. Employees may purchase additional life insurance coverage through the City at their own expense. Effective for January 1, 2019, the life insurance coverage value will be increased to \$50,000 per employee.

Effective January 1, 2019 and for employees with Salem Housing Authority, SHA will provide \$50,000 worth of life insurance to employees. Employees may purchase additional life insurance coverage through SHA at their own expense.

6.8 Workers' Compensation

For the City: The City will provide Workers' Compensation insurance as required by state law. Employees who become eligible for Workers' Compensation shall be provided all benefits and rights in accordance with ORS 656 and ORS 659, and nothing in this article is intended to diminish those benefits and rights. Employees who have a compensable workers' compensation claim with the City shall be treated as a laid-off employee for the purposes of determining a continuous service date.

For Salem Housing Authority: SHA is insured through SAIF and provides workers' compensation benefits consistent with State Law.

6.9 Employee Opt Out

The City shall contribute \$225 per month to a HRA VEBA or HSA account for each full-time employee who opts out of all City-sponsored health benefit plans (medical, vision, and dental). Part-time career employees will receive a proration of the \$225 based upon the insurance calculations for part-time employees as described in 6.3 of this contract.

To be eligible for this opt out provision, all of the following conditions must be met:

- (a) The employee and dependents shall be enrolled in another employer's group health plan (e.g. a spouse's employer group plan) that provides minimum essential health coverage as required by the Affordable Care Act, and the employee shall provide documentation of such enrollment upon each annual opt-out election and upon City request;
- (b) The employee and dependents shall not use HRA VEBA funds to purchase a health plan in the Marketplace, a state exchange, or through the individual insurance market;
- (c) The employee cannot revoke the opt-out election until the next open enrollment period for the coverage in the following calendar year, unless the employee experiences and provides timely notice and documentation of a qualifying event, including loss of other employer group health insurance coverage, a qualifying status change, or the acquisition of a new dependent.
- (d) The employee shall sign a waiver each year agreeing to these conditions.

~~6.10 The Housing Authority of the City of Salem (SHA) Health Insurance Benefits~~

~~1. SHA employees upon ratification of this contract by the Housing Authority of the City of Salem Board of Commissioners, the employer contribution for any SHA employee will be ninety-seven percent (97%) of the total premium cost of the health plan with the SHA employee paying the remaining three percent (3%) for the duration of the contract.~~

~~2. Medical/Vision Options:~~

- ~~A) Copay Plan A and VSP-1 Vision Plan~~
- ~~B) Kaiser Permanente Deductible Plan and Kaiser Permanente vision plan~~

~~3. Dental Options:~~

- ~~A) ODS Dental Plan II~~
- ~~B) Kaiser Permanente Dental~~

~~C) Willamette Dental~~

~~4. Health Insurance Plan Advisory Committee—Quarterly, two members of SHA management, a representative from Salem Human Resources and two members of represented staff shall meet to discuss health plan proposals.~~

ARTICLE 7 - RETIREMENT PLAN

7.1 PERS/OPSRP

- (a) The City of Salem participates in the Oregon Public Employee Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP). The City shall contribute the employee's six percent (6%) of salary to the employee's individual Account Program (IAP). The employee's contribution to PERS six percent (6%) will be picked up by the city as a pre-tax contribution. Should future unforeseen reasons cause ORS 238.205 "pick-up" to no longer be permitted, the parties agree that they will enter bargaining regarding this change with the specific goal of not negatively impacting employee's net take home pay.
- (b) The City participates in the conversion of unused sick leave hours to increase final average salary at retirement for eligible employees. This shall be done in accordance with PERS rules and procedures. (Tier 1 and II only)
- (c) It is understood that plan eligibility (Tier 1/II, and OPSRP) and related benefits under the plan are determined by PERS.
- (d) As of the date that an employee becomes a member of the OPSRP Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the City shall not be considered to be "salary" under Section 1 (16) of Chapter 733, Oregon Laws 2003, for the purposes of computing an Oregon Public Service Retirement Plan Pension Program member's "final average salary" under Section 10 Chapter 733, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

7.2 Deferred Compensation

Subject to applicable federal regulations, the City agrees to provide a deferred compensation plan. Effective January 1, 2016, each new employee will be automatically enrolled in the City's deferred compensation program, and employees will contribute

~~one percent (1%) of pre-tax base hourly wage per pay period at the rate of one percent (1%) of their pre-tax wages~~, unless the employee chooses to opt out.

ARTICLE 8 – HOLIDAYS

8.1 Regular Holidays

The following days (each a 24-hour period from midnight to midnight) shall be recognized and observed as holidays on the days specified:

- (a) New Year's Day – January 1
- (b) Martin Luther King, Jr. – Third Monday in January
- (c) Presidents Day – Third Monday in February
- (d) Memorial Day – Last Monday in May
- (e) Independence Day – July 4
- (f) Labor Day – First Monday in September
- (g) Veteran's Day – November 11
- (h) Thanksgiving Day – Fourth Thursday in November
- (i) Friday after Thanksgiving – Fourth Friday in November
- (j) Christmas Day – December 25

Holidays listed in this Article do not apply to Part-Time Exempt or Seasonal employees.

~~The above listed Holidays shall not exceed eighty (80) hours of Holiday leave with pay for full time employees per year, or eight (8) hours of Holiday leave with pay per Holiday. Employees will be paid eight (8) hours pay for each holiday listed above.~~

8.2 Holiday Time

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. Employees working an irregular schedule shall observe the actual holiday as the holiday if it occurs on one of their regularly scheduled work shifts.

Employees not normally scheduled to work on a Holiday, or observed by the City as the Holiday, will be credited with eight (8) hours Holiday leave for each City Holiday that falls on one of those days.

An employee must be on paid status the last scheduled work shift before and the first scheduled work shift after the Holiday to receive Holiday compensation.

8.3 ~~Floating Personal~~ Holiday

~~Beginning January 1, 2016, c~~career status employees will accrue two (2) eight (8)-hour ~~floating personal~~ holidays in January of each year.

Bargaining Unit Members hired January 1, 2016 or later shall receive one (1) floating holiday during their first year of employment. Probationary status employees will accrue one (1) eight (8)-hour personal holiday in January of each year.

Floating Personal holidays may be used by an employee, with the prior approval of their supervisor on any work shift requested by the employee. Operational needs shall be the determining factor in the Supervisor's approval or denial of such leave requests.

Part-time career employees earn personal holidays prorated based on budgeted FTE.

8.4 Holidays for Part-Time Career Employees

Part-time career status employees shall be entitled to holiday benefits, as provided in this Article, in pro-rata based upon their budgeted FTE percentage. Part-time exempt employees shall not be eligible for holiday benefits.

8.5 Holidays During Paid Leaves

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

8.6 Holidays Worked

(a) If an employee is scheduled to work a holiday, the employee may bank the eight (8) hours of holiday leave provided in Section 1. Hours worked on a holiday are then paid at time and one half for eight (8) hours or ten (10) hours dependent on the employee's regular schedule. This provision does not apply to employees called back to work for "call back" or for standby compensation. No other premium compensation defined within this Agreement shall be applicable to holiday compensation.

(a)(b) If an employee is scheduled to and does work on either a holiday or a day observed in lieu thereof as provided in section 8.2, the employee shall be entitled to holiday compensation for one, but in no event both, of such days as provided in subsection (b) of this section.

(b)(c) If an FLSA non-exempt employee is scheduled to, and does work on a holiday, they shall be compensated at a rate of one and one-half (1^{1/2}) times the employee's normal rate of pay, and they shall have the option of banking the eight (8) hour holiday or cashing it out. An FLSA non-exempt employee working less than an eight (8) hour day shall be compensated at a rate of one and one-half (1^{1/2}) times the employee's normal rate of pay for all hours worked, and shall have the option of banking the equivalent number of hours worked in holiday or receive compensation. The remaining portion of eight (8) holiday hours shall be paid at straight time. Any hours worked in excess

of eight (8) or ten (10) hours based on the employee's regular work schedule shall be compensated at two (2) times their normal rate of pay.

Part-time employees will earn a prorated amount of Holiday pay equivalent to their FTE percentage.

~~No other premium compensation defined within this Agreement shall be applicable to Holiday compensation (Call-Back and Standby Time as defined in Article 13.12 & 13.13 will be earned in addition to Holiday Compensation when appropriate.)~~

~~(e)~~(d) Holiday worked for FLSA exempt employees: – Exempt employees who work on a holiday are only paid straight time for any hours worked and shall accrue the holiday and receive compensation for the accrual in the same calendar year awarded as defined in Article 8.8 below.

8.7 Holiday Pay Upon Termination

Upon termination, compensation for accrued holiday leave shall be paid to the employee in the same manner as salary due. In the case of death, compensation for accrued holiday leave shall be paid in the same manner that salary due to the decedent is paid.

8.8 Holiday Bank

~~Effective the first full pay check in December, E~~employees will be compensated at the regular hourly rate for all holiday time accrued in excess of forty (40) hours. ~~Payment shall be made in the first pay check in December.~~

ARTICLE 9 - VACATION LEAVE

9.1 Vacation Accrual

(a) ~~Full-time and Part-time~~ career employees shall accrue paid vacation leave at the annual rates shown below ~~effective January 1, 2016: Annual rates are distributed by twenty-six (26) pay periods.~~

1 - 48 months service	96 hours per year
49 - 108 months service	135 hours per year
109 - 168 months service	155 hours per year
169 - 228 months of service	162 <u>170</u> hours per year
229 or more <u>288</u> months of service	180 hours per year
<u>289 or more months of service</u>	<u>190 hours per year</u>

(b) Part-time career employees shall accrue vacation hours in the same proration that their scheduled work hour's bear to a full-time employee (2080 hours per

year or 173.33 hours per month) while using the years of service categories in Article 9.1(a), above. The maximum accrual allowed for part-time career employees shall be based on the pro-ration described herein applied to the maximums allowed in Article 9.4. Part-time exempt employees shall not be eligible for vacation benefits.

- (c) When an employee is on unpaid leave, the employee's vacation leave shall accrue on the same pro-ration formula as provided for sick leave in Article 10.1(b).

9.2 Crediting of Vacation Accrual

- (a) Newly hired probationary employees upon completion of the initial six (6) months of employment will be credited with accrued vacation and are eligible to take vacation leave with pay. Employees terminated within the first six (6) months of employment will not be eligible to receive vacation leave payout.
- (b) Long Term Vacation Requests (Longer than one full workweek) - Vacations will be scheduled by the City based upon operational needs and then by seniority. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of City service shall be granted the time; however, seniority may only be exercised once, for one block of time during a calendar year. Employees exercising their seniority for vacation scheduling must notify the City a minimum of six (6) weeks prior to taking the vacation. Employees requesting vacation must do so in writing and the City will respond to such requests within five (5) working days. If a request for long-term vacation is denied, the employee may request an explanation within ten (10) days of the denial. When requested, the City will respond within ten (10) calendar days.
- (c) Short Term Vacation - Short term vacation shall be defined as vacation hours requested by an employee for less than one (1) full workweek, which may include Holidays. Short term vacation requests must be received in advance of the need for leave. The requests will be reviewed on a first-come, first-served basis and approved or denied subject to the department's operating needs. The supervisor will respond to the request as soon as possible. Short term vacation requests may also be granted with an agreement between the employee's direct supervisor and the employee making the request. Short term vacation requests may not be used in lieu of sick leave.
- (d) In instances of emergency or issues that are deemed to have arisen from events that are beyond the employee's control, short term vacation requests will be evaluated on a case by case basis. Such requests may be made

through phone call, text message, or email, and will be made with whichever method is preferred by the employee's supervisor.

9.3 Vacation Accrual While on Leave

Employees on paid leave shall accrue vacation benefits as though they were not on leave.

9.4 Maximum Accumulation

Vacation leave may accrue to, but not exceed, the following maximums:

1 - 48 months service	192 hours
49 - 108 months service	270 hours
109 - 168 months service	310 hours
169 - 228 months service	324 340 hours
229 - 288 or more months of service	360 hours
<u>289 or more months of service</u>	<u>380 hours</u>

9.5 Transfer of Vacation Leave

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

9.6 Vacation Pay Upon Termination

An employee who has been separated from employment shall receive payment for accrued vacation leave. In the case of death, payment for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid. In no event shall the payment for accrued vacation leave exceed the maximums allowed in this ~~a~~Article.

ARTICLE 10 - SICKNESS AND INJURY LEAVE

10.1 Sick Leave Accrual for Full and Part-Time Career Employees

- (a) Full-time career employees shall accrue paid sick leave on the first day of each bi-weekly pay period at the rate of 3.692 hours for each preceding pay period. ~~New employees begin accrual of sick leave on the first full month of employment. Employees may use sick leave the day after the end of the pay period when it was earned.~~
- (b) Career Employees having unpaid leave during a ~~bi-weekly~~ pay period shall accrue paid sick leave at the following rates:

0 - 18 hours unpaid leave	100%
19 - 36 hours unpaid leave	75%

37 - 55 hours unpaid leave	50%
56 - 73 hours unpaid leave	25%
74 or more hours unpaid leave	0%

- (c) Part-time career employees will accrue paid sick leave hours on the first day of each ~~bi-weekly~~ pay period proportional to their budgeted full time equivalent (FTE). Part-time exempt employees shall ~~not be eligible for sick leave benefits~~ receive sick leave consistent with Oregon Sick Leave Law.

10.2 Transfer of Sick Leave

When an employee is transferred or appointed to another department or changes employment to/from Salem Housing Authority, all paid sick leave credit shall be assumed by the new department/agency.

10.3 Use of Sick Leave

Employees may use their accrued sick leave when unable to perform their work duties by reason of illness, injury, pregnancy; protected leave as specified by state or federal law, necessary medical or dental care; exposure to a contagious disease under circumstances which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by the attendance of the employee; or by serious illness or disability in their immediate families.

- (a) Employees may also use sick leave to cover time lost for medical appointments for immediate family members, providing the proper authorization has been granted by management prior to the time being taken off.
- (b) Immediate family for the purpose of this article will be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or ward, stepmother, stepfather, stepchildren, grandparents, or grandchildren, aunt, uncle, or others designated by law. Immediate family also includes others residing in the employee's immediate household, or as provided by applicable law.
- (c) Sick leave is to be used for the purposes outlined in this Article and will not be granted to cover other leave requests made by employees.
- (d) Employees are not eligible for sick leave if continuing to work at another job during the time period for which sick leave is requested.
- ~~(e) Sick Leave hours cannot be used until after the completion of the pay period in which they are accrued to the employees leave bank.~~

~~(f)~~(e) A primary requirement for continued employment is regular attendance. While the City recognizes some absences may be unavoidable, City departments and employees have an obligation to the public that demands regular and prompt attendance to achieve a maximum level of productivity.

10.4 Sick Leave Verification

Sick leave usage exceeding three (3) ~~(three)~~ regular workdays and that is not part of a protected leave may require evidence that the employee was under the care of a health care provider. A supervisor or designee may require verification from the employee's health care provider that substantiates the injury or illness preventing the employee from working.

When sick leave is used for immediate family and is not part of a protected leave, the department director or designee may request verification from the immediate family member's health care provider the need for the presence of the employee.

Upon return from sick leave, an employee may be required by the department director or designee to provide a release to return to work from the employee's health care provider.

10.5 Protected Leave

Employees, who meet the requirements, may be eligible for protected leave in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Paid Sick Leave Law, Oregon Victims of Certain Crimes Leave Act (OVCCCLA), and Oregon Military Family Leave Act (OMFLA).

Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) leaves run concurrently, unless otherwise specified by law. Employees desiring to access their benefits under either law must make application through human resources or their supervisor. While on FMLA or OFLA for their own serious health condition, employees will use accrued sick leave first, then vacation, and then may choose to use other forms of leave prior to leave without pay.

While on FMLA or OFLA for the serious health condition of a family member or for parental leave, the employee may choose to use other forms of paid leave prior to using sick leave.

Upon return from sick leave, an employee may be required by the department director or designee to provide a release to return to work from the employee's health care provider.

All accrued leave must be exhausted prior to leave without pay.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

The City agrees to abide by all applicable state and federal protected leave laws. Employees shall be allowed to use sick leave while on protected leave.

10.6 Bereavement Leave

Full-time career employees will be entitled to up to 24-thirty-two (32) hours of City paid bereavement leave, per qualifying occurrence, for the death of an immediate family member (see 10.3b). ~~Department directors may grant up to 8 (eight hours) of City paid bereavement leave for other relatives. Additionally, bereavement leave may be used for a brother-in-law and sister-in-law.~~ Part-time career employees will be entitled to a proration of bereavement leave based on their budgeted full time equivalent (FTE). Probationary career employees are eligible for bereavement leave.

Employees who qualify for bereavement leave under state law will be allowed to use their accrued leave to cover time missed from work that exceeds the City paid bereavement leave. In the event the employee has exhausted all of his/her accruals, leave without pay will be authorized up to the amount required by law.

Bereavement leave will not be accruable from year-to-year nor will it have any monetary value if unused, and is not available for cash compensation.

All bereavement leave time will run concurrently with state and/or federal protected leave laws unless otherwise provided for by law.

10.7 Compassionate Leave

In the event ~~an~~ a current employee dies, other employees may be granted reasonable time off, up to three (3) hours of paid leave for the purpose of attending the funeral.

The number of employees who are granted this leave shall be at the discretion of the department director, consistent with operational needs.

10.8 Catastrophic Leave

Bargaining unit employees may donate any portion of their accrued leave, other than sick leave, to any other career employee who has a bona fide need for such donation if agreed to by the City consistent with the Catastrophic leave policy found in the Human Resource Rules. The City will not deny such donation in an arbitrary or capricious manner. Donated leave will be deducted from the account of the employee making the donation. All donated leave that is not used by the intended recipient goes to the general leave bank. The parties further agree that donation may be made to individuals and that leave may be contributed by employees covered by this agreement as well as

staff not covered by this Agreement. Leave will be administered in accordance with the City's Catastrophic Leave procedures.

There is no transfer of any catastrophic leave donations between the City and the Salem Housing Authority.

ARTICLE 11 - OTHER LEAVES

11.1 Union Leave

- (a) Leave with pay may be granted if the City feels that a Union representative's attendance at a labor relations education program or Steward training would be mutually beneficial to the City and the Union. Such paid leave shall not exceed a total of eighty (80) hours per contract year. These eighty (80) hours shall be considered as a pool from which employees granted such leave shall charge their time. When overtime is required of other employees as a result of such absences, the excess over straight time shall be reimbursed to the City by the Union.
- (b) Union officers, stewards and other employee representatives of the Union who are designated by the Union to represent it in activities such as conventions, seminars, etc., which may take them away from their City employment, may be granted up to ninety (90) days leave without pay and without loss of status, seniority or other benefits. Such leave may be granted upon the written request of the Union President, made to the City's Human Resources Director not less than ten (10) City business days in advance of the commencement of the requested leave. The number of Union representatives absent on Union leave from any one division shall not exceed two (2) at any one time.

11.2 Jury Duty

Employees shall receive their regular compensation for any regularly scheduled working hours spent in the performance of jury duty. Employees who are excused from jury service before the end of their workday shall promptly report their availability to their supervisor. All jury fees, except mileage and meals, received by the employee shall be turned over to the City.

Employees shall not be eligible for this City paid leave under this provision if they are subpoenaed, or otherwise directed by a proper authority to appear before a court, legislative committee, or quasi-judicial body for a non-work related dispute in which the employee is the plaintiff, defendant, or a witness, or it involves a dispute between the City and the employee.

Employees that work swing or night shifts may be allowed to reduce their first work shift after having served on jury duty if such service did not allow the employee to receive adequate period of rest between the end of their jury duty and the beginning of their

shift. The employee's supervisor prior to the start of that work shift must approve any such reduction. The number of jury duties hours, which may be used, for this reduction may not exceed the actual number of hours the employee served on jury duties. Any additional leave hours requested by the employee, and approved by their supervisor, will be deducted from the employee's accrued leave.

In order to receive jury duty pay, the employee must be able to provide written verification of the hours spent in such jury service. Written verification may be in the form of documents from the court, or a written statement from the employee that may be verified with the court.

11.3 Educational Leave

- (a) Employees wishing a leave of absence for purposes of pursuing education or training at an accredited school must make a written request to the appropriate department director. The department director will evaluate the request based on the operational needs of the department. Such leaves of absence will be without compensation. Education leaves of absence will not normally exceed ~~one (1) year~~ six (6) months.
- (b) The parties agree that training and education enhance the performance and skills of employees. Employees who are assigned by the City to attend training will be granted leave to attend the required training.

11.4 Authorized Leave Without Pay

- (a) It is the expectation of the City that employees will be judicious in their use of paid leave and that the need for an authorized leave without pay will be a rare occurrence. In the event of the exhaustion of vacation, holiday, sick and compensatory leave time, the department director may authorize leave without pay due to unavoidable absence from work. See also Article 6.6.
- (b) In instances where the work will not be seriously disrupted by the temporary absence of an employee, a department director may grant a leave of absence without pay not to exceed ninety (90) calendar days in a calendar year. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the Human Resources Director. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Such leave will not be approved for an employee who is accepting employment outside the City service.

11.5 Government Leave

The City will provide leaves for Military, Peace Corps, United States Public Health Service and other public service areas as required by state and federal law. **Grievance**

~~action taken under this section will not include binding arbitration unless mutually agreed to by the parties.~~

ARTICLE 12 - CONDITIONS UPON USE OF LEAVE

12.1 Notification of Absence

- (a) An employee who is unable to report to work shall make a reasonable effort to notify his/her supervisor as soon as possible that they are unable to report for work. Whenever possible, such notice should be at least thirty (30) minutes before the start of the assigned shift but in no event later than the start of the shift. Employees assigned to a twenty-four (24)-hour operation shall notify the supervisor on duty as soon as possible, but no later than one hour prior to the employee's scheduled starting time.
- (b) If the employee is incapacitated or an emergency exists that prevents notification, the employee shall notify the supervisor as soon as reasonably possible. The supervisor may request written explanation for the failure to report.
- (c) In the case of a continuing illness, disability, or inability to report to work for any reason, employees shall notify the immediate supervisor of ~~the nature of the problem and~~ the anticipated duration of their inability to report to work. Should it become necessary that an employee's anticipated duration of leave be extended, or be for longer than seven consecutive calendar days, the employee shall contact Human Resources for discussion about protected leaves. again notify the immediate supervisor that additional time off will be required, and the anticipated duration of such absence. Such notification shall be given weekly.
- (d) The giving of notification as provided in this section shall not absolve an employee from responsibility for unauthorized leave of absence.

12.2 Failure to Return from Leave

Any employee who fails to return to work at the expiration of an approved leave of absence shall after three (3) or more consecutive working days be considered to have resigned and abandon their position. The position shall be declared vacated and the employee terminated, unless the employee, prior to the expiration of the leave, can supply documentation that he/she was unable to return to work due to sickness, disability, or circumstances beyond the employee's control.

12.3 Unauthorized Absence

The following are unauthorized absences:

- (a) The failure to provide notification as outlined in Section 12.1;
- (b) An absence of an employee from duty, including any absence for a single day or part of a day, where leave time has been exhausted or is in violation of leave provisions contained in this contract.

After an unauthorized absence for three (3) or more working days, the employee shall be considered to have resigned and abandon their position. The City shall declare the position vacant and the employee terminated.

Unauthorized absences shall be without pay, and may be subject to disciplinary action.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.1 Definitions

- (a) Employee Status:
 - (1) "Career Full-Time" means a position budgeted for 2,080 hours per fiscal year.
 - (2) "Part-Time Career" means a position budgeted for 1,040 or more hours per fiscal year, but less than 2,080 hours per year.
 - (3) "Part-Time Exempt" means a designation for a regular scheduled or on-call work of less than 1,200 hours per calendar year.
- (b) Continuous and Emergency Operations:
 - (1) "Continuous operations" means any City operation where there are employees regularly scheduled on shifts so that the operation may be regularly carried on 168 hours per week.
 - (2) "Emergency operations" means the performance of City functions or services necessary, in the opinion of the City, (see 13.3 (b)) to protect or preserve the lives, safety, health or property of the citizens of Salem, threatened by unusual or unforeseen circumstances.
 - (3) "Emergency", means an event(s) which demands a crisis response beyond the scope of any single agency, department or service and that presents a threat to the community or a larger area.

Emergencies could include any man-made or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss, and includes but is not limited to: snow, floods, excess rains, earthquake, volcanic activity, environmental spills,

contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage and war.

13.2 Work Schedule

Work schedules will be posted on bulletin boards, electronic calendar systems or by other means that are accessible to affected employees.

The following schedules apply:

~~(c)~~—Work Schedule:

- (1) "4-10 schedule" means a work schedule of not more than four (4) consecutive ten (10) hour shifts followed by not less than seventy-two (72) hours off duty.
- (2) "5-8 schedule" means a work schedule of not more than five (5) consecutive eight (8) hour shifts of work followed by not less than forty-eight (48) hours off duty.
- (3) "Irregular work schedule" means a work schedule including one or both weekend days.
- (4) "Flexible schedule" means a mutually agreed upon regular and ongoing schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and/or a work schedule in which the starting and stopping times vary on a daily basis, but not necessarily each day, and/or in which the days of work are not consecutive. Employees working a flexible schedule that are subject to overtime under this Agreement shall be compensated for such overtime in accordance with provisions under 13.6 (b) ~~(3)-only~~. For non FLSA exempt employees working an approved flexible schedule, employees will be required to meet their scheduled hours every week and employees may not "carry over" hours into the next work week. This language will not be used as a means to avoid or create overtime.

Flex time within the work week: A supervisor and employee may agree on an occasional basis to permit an employee to flex working hours within a work week for a particular adjustment favorable to both.

- (5) "Overtime hour" refers to when an employee works hours that require the payment of overtime under law or by this agreement. ~~means time worked eligible for overtime pay.~~ Overtime is rounded to the nearest one-quarter hour.
- (6) "Overtime pay" means one and one-half times the employee's base rate of pay including add-on pay required by law (from 13.2).

(7) Employees assigned to a work schedule are required to adhere to that schedule with regard to their attendance and punctuality.

(8) "Split shift" means an eight (8) or ten (10) hour shift consisting of no more than two (2) segments broken up with more than a normal rest or meal break in between.

(9) "Shift" means a daily assignment of work.

(10) "Hours worked" for the purposes of determining overtime eligibility is defined as the time an employee is performing assigned duties.

(11) "Overtime-Scheduled" within a work week. A supervisor or manager may alter regular daily work hours for operational need. If less than (5) days' notice of change is provided, the employee will be paid contractual overtime for the hours worked instead of the regular daily work hours. This provision is distinguished from "call back" in Section 13 below. In the event the City changes an employee's schedule under this provision, the City will make best efforts to allow employees to work any remaining hours to fulfill the employee's normal work schedule within the work week or the employee may use accrued vacation, compensatory, and/or holiday time. Employees may only use accrued paid leaves for hours when required to be at work.

~~(8)~~(12) "Overtime – Work Continuation:" Work continuation or shift extension is mandated work that is attached to the regularly scheduled daily work hours/shift and exceeds the employee's scheduled daily shift hours/shift without a break (apart from any legally mandated lunches and breaks).

~~(d)~~ **13.3 Work Week:**

(a) "Standard Work Week" means a work schedule of not more than five (5) consecutive work shifts within the 168-hour period commencing at 0001 hours (12:01 a.m.) Monday and ending at 2400 hours (midnight) Sunday.

(b) "Split work week" means a work schedule of not more than five (5) non-consecutive work shifts within the 168-hour period commencing at 0001 hours (12:01 a.m.) Monday and ending at 2400 hours (midnight) Sunday.

(c) Additional Pay:

(1) "Stand-by Time" means an employee is assigned to remain readily available to return to work and accessible by an electronic communication device (see 13.14). ~~all time off regular duty wherein the City designates an employee to be on call to return to work, requiring that the employee be constantly accessible to a telephone or radio.~~

(2) “Special Holiday Overtime Compensation” ~~means hours worked on a Holiday by an employee which exceeds eight (8) hours on that date. Is provided in Article 8~~

~~(3) “Holiday Compensation” is provided in Article 8. means the first eight (8) hours worked on a Holiday which shall be compensated at one and one-half (1 1/2) the employees normal rate of pay. In addition they will be compensated at their normal rate of pay for all Holiday hours they would accrue had they not been scheduled to work.~~

~~(4) 13.2 Posting of Work Schedules~~

~~Work schedules shall be posted on bulletin boards, electronic calendar systems, or by other means that are accessible to affected employees.~~

13.34 Changes in Work Schedules

- (a) When the employer needs to change an employees work week schedule for an extended period of time exceeding seven (7) days, notice of change ~~Except in cases where emergency operations require, notice of change in an employee's work schedule arising from other than transfer or promotion~~ shall be given to the affected employee not less than five (5) working calendar days prior to the effective date of the change.

Should an employee not receive five (5) working days advanced notice of their schedule-work week change in compliance with this provision, the employee shall be compensated for this short notice by being compensated at time and one-half (1 1/2) for the first sixteen (16) hours worked on the changed assignment. This provision does not apply to cases of a change to a daily work hours/shifts during a work week. (See “Overtime – Scheduled” as defined in section 13.2 (10) above.

- (b) In the case of “emergency”, as defined in Article 13.1(b) (3), work schedule and shift changes required to accommodate the crisis will be made by Department or Division Head. Scheduling under these circumstances remains a specifically retained management right; however, shift changes to accommodate the emergency services will be made wherever possible on the basis of seniority.
- (c) Police Records Technicians: With proper notice, adjustments will be made to work schedules, provided staffing allows, to prevent an employee on 5-8's from working six (6) consecutive days or working more than forty (40) hours in the work week and to prevent an employee on 4-10's from working five (5) consecutive days or working more than forty (40) hours in the work week during shift rotation. If the adjustment is not made, the employee will be compensated with an additional one-half (1/2) days' pay at their normal

straight time pay rate, 5-8 scheduled employees will receive four (4) hours; and 4-10 scheduled employees will receive five (5) hours, for their work on that date. During shift bid implementation, off-duty provisions in 13.1(c)(1)(2) shall not apply.

- (d) Employees may not be allowed to use accrued leave hours for hours that they are not scheduled to work.
- (e) Employees who are exempt from overtime under the Fair Labor Standards Act (FLSA) may request a flexible work schedule. The department director or designee will evaluate the request based on the operational needs of the department. These employees must make written requests of their supervisor in advance.

13.45 Continuous Operations Scheduling

Scheduling employees for continuous operations is a specifically retained management right and such decisions shall be based on the City's need to staff a work area with qualified and experienced employees. Consistent with this objective, supervisors will give great weight to an employee's preference in shift assignment, on request, and will do so in order of seniority. After determining the City's staffing needs, seniority shall provide the prevailing factor if the skill and ability of applicants for the same shift or days off are relatively equal. "Seniority," for purposes of Article 13.4 shall be defined as "length of employment in the work area for which the different shift and/or days off have been sought."

13.56 Rest and Meal Breaks

- (a) One paid rest period of fifteen (15) minutes shall be given for every segment of four (4) hours worked in one regular work shift. Insofar as feasible, the break should be taken approximately midway in the segment of work. Rest periods may not be accumulated, nor shall rest periods have any monetary value if unused. Under no circumstances shall an employee be paid overtime if the employee is unable to take a break.
- (b) Employees shall be given not less than thirty (30) nor more than sixty (60) minute meal break(s) no later than after five (5) or six (6) hours of work depending on the scheduling needs of the department. Meal break(s) shall not be paid unless the employee is not relieved of duty.
- (c) Rest periods and meal breaks may not be saved, not used, and then added to either the beginning of, or end of a work shift.

13.6-7 Overtime Eligibility

Overtime is rounded to the nearest one-quarter hour.

- (a) FLSA exempt employees: FLSA exempt employees are exempt from overtime and shall not be covered by the provision of 13.6(b) through 13.16. These employees receive 48 hours Administrative Leave annually.

Administrative Leave shall be accrued at two (2) hours per pay period, on the first and second pay period of each month, and shall not be allowed to exceed forty-eight (48) hours. Unused Administrative Leave is not paid with the termination of employment.

- (b) FLSA non-exempt employees: An employee not exempt from overtime as defined by the FLSA, shall be eligible for overtime pay for all overtime hours worked under any one of the following conditions.:

FLSA Overtime: Hours worked in excess of forty (40) hours within the 168-hour period commencing at 0001 hours Monday and ending at 2400 hours Sunday (see 13.1(d)(3)).

Contractual Overtime:

- (1) Work Hours worked in excess of eight (8) hours in a 5-8 or split work shift for career full-time employees working a 5-8 work shift.
- (2) Work Hours worked in excess of ten (10) hours in a 4-10 or split work shift for career full-time employees working a 4-10 work shift.
- ~~(3) — Work in excess of forty (40) hours within the 168-hour period commencing at 0001 hours Monday and ending at 2400 hours Sunday; (see 13.1 (d) (3)).~~
- ~~(4)~~(3) Work Hours worked on any regularly scheduled day off, with the exception of part-time employees.
- ~~(5)~~(4) On two consecutive work shifts with less than ten (10) hours off between shifts, all hours worked until what would have been the tenth (10th) hour off duty are eligible for overtime pay.
- ~~(6)~~(5) Any other circumstance where overtime pay is provided for elsewhere in this contract.
- ~~(7)~~(6) In case of an EMERGENCY as defined in Article 13.1(b)(3) of this contract, employees will be paid straight time for the shift actually worked and overtime in accordance with this Article 13.67 ~~(b)(1),(2),(3), and (4) of this contract~~. If applicable, employees will also be compensated with call-out, stand-by or shift differential pay.

~~(b)~~(c) Part-time employees who work less than an eight (8)-hour schedule and those scheduled for an eight (8)-hour shift shall receive overtime for working over eight (8) hours in a day. Part-time employees scheduled for ten (10) hours in a shift shall receive overtime for working over ten (10) hours in a day. Part-time employees working in excess of forty (40) hours in a week, or having less than ten (10) hours off between shifts, shall receive overtime pay.

~~(e)~~(d) Overtime and premium pay eligibility provisions are not cumulative, and an employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time. For the purposes of determining if an employee has worked either a full daily shift or forty (40) hours in a work week, use of accrued leaves, such as sick, vacation, holiday and compensatory leave does not count as hours worked. Overtime will only be paid for actual hours worked unless otherwise provided in the Article.

13.7-8 Overtime Distribution

- (a) Overtime may be assigned based upon the operational needs of the City, and the skills of the employees required as determined by the assigning supervisor. Within these operational and skills limits overtime work shall be offered equally to all career employees within the same job classifications in each work unit on a rotational basis or by some other method that is agreed upon and reduced to writing. The City will have no obligation to attempt to contact the employee at any number other than the employees official contact number of record nor is the city obligated to make multiple attempts to contact the employee or to wait for a response.
- (b) There shall be no discrimination against any employee who declines to volunteer for overtime work. Overtime work shall first be offered on a voluntary basis. In cases of emergency operations, or in cases where sufficient personnel do not accept the offered overtime on a voluntary basis, additional personnel as deemed necessary by the City may be required to work overtime on an equally assigned basis
- (c) Overtime is a condition of employment in many represented positions.

13.8-9 Compensatory Time

Unless otherwise prohibited by applicable provisions of state or federal law:

- (a) In lieu of overtime, the employee may elect to be compensated for overtime hours worked in the form of one and one-half (1 1/2) hours accrued paid leave for each eligible overtime hour worked. Accrual above the maximum will be paid to the employee in the same pay period.

- (b) Compensatory time off may be accrued to a maximum of one hundred twenty (120) hours.
- (c) Compensatory time off may be used in conjunction with vacation under the same conditions in Article 9.2(b) and (c).
- (d) Employees may request payment for accrued compensated time. Such request must be presented in writing to the City's Payroll Section at least ten (10) calendar days in advance of the next pay date. The City will pay such requests at the next payday.
- (e) An employee who is separated from employment with the City for any reason shall receive payment for all accrued compensated time.

13.9-10 Shift Differential

- (a) Employees whose shift is a minimum of five (5) hours, begins on or after 2:00 p.m. and before 7:59 p.m. ~~or and~~ the majority of the hours [one-half (1/2) or more of the scheduled hours] worked are between 2:00 p.m. and 7:59 p.m., or the shift ends between 7:00 p.m. and 12:59 p.m., will receive a shift differential of three percent (3%) or sixty-five cents (\$.65), whichever is greater, for all hours worked in the shift.
- (b) Employees whose shift begins on or after 8:00 p.m. and before ~~54~~:59 a.m. ~~or~~ and the majority of the hours [one-half (1/2) or more of the scheduled hours] worked are between 8:00 p.m. and ~~54~~:59 a.m. will receive a shift differential of five percent (5) or one dollar ~~ten-twenty-five~~ cents (~~\$1.40~~1.25), whichever is greater, for all hours worked in the shift.
- (c) The shift differentials herein provided shall not apply to call-back situations as defined in Article 13.4413, and shall not apply to pay for time not worked while on leave of absence with pay, but shall be used in computing the overtime rate, ~~except in the instances of shift extensions as addressed in 13.9(d).~~ Shift differential does not apply for shift extension of employees who work a regular shift that does not earn shift differential pay.
- (d) An employee regularly assigned to a day shift shall not be eligible for shift differential if the work shift is extended into a swing shift. An employee regularly assigned to a swing shift shall not be eligible for night shift differential if the work shift is extended into a night shift. An employee regularly assigned to a night shift shall not be eligible for swing shift differential if the work shift is extended into a swing shift. Overtime before or after the shift shall be paid at the rate based off the employee's regularly scheduled work shift.

- (e) Part-time career employees shall be eligible for shift differential in accordance with (d) above. Part-time exempt employees shall not be eligible for shift differential.

13.10-11 Emergency Situation Minimum Hours

The City shall have no obligation under this, or any other provision, of the Agreement to provide an employee a minimum number of hours of employment during emergency situations.

13.11-12 Reporting Time

Any employee who is scheduled to and does report to work, but whose work is not required, may be excused from duty and paid at the regular rate of pay for one-half of the employee's regularly scheduled shift unless, prior to reporting for duty, the employee was notified that no work would be required.

13.12-13 Call-Back Time

If an employee is called in to commence work more than one (1) hour before the regularly scheduled work shift, or is called back after having left the job site, the employee shall be eligible for call back pay. Employees who are called back shall receive one half hour (1/2) of overtime pay upon acceptance of assignment, and must respond to duty as soon as possible, but no later than one hour from the time of the call. Employees will be considered on paid status when they report to the assigned jobsite or location of work, and shall receive a minimum of an additional two (2) hours of compensation once they have reported to their job site. Call back time shall end when the employee leaves the job site or location of work. Credited time shall exclude any necessary commute back to the employee's residence. If the call back is cancelled within fifteen (15) minutes from the initial call, the employee shall be paid only 1/2 hour of overtime pay.

An employee who receives a call and is able to resolve the issue by phone or by computer without having to come to work shall be paid a minimum of 1/2 hour overtime or until the issue is resolved.

Part-time exempt employees shall not be eligible for call-back time.

For the purposes of this Agreement, a de minimis contact, such as an isolated phone call by management to an employee, lasting less than five (5) minutes is not compensable.

13.13-14 Standby Time

- (a) An employee assigned on standby time shall remain available and accessible so that the employee can be on duty at the work site within one (1) hour of

being called to return to work pursuant to a stand-by assignment. Employees assigned to standby may be required to carry an electronic communication device.

- (b) Notice of standby time assignment shall be given to an employee in writing at least forty-eight (48) hours prior to the scheduled period on standby.
- (c) When an employee is required to be on standby, the employee shall receive one and one half (1 1/2) hours of pay at the regular rate for each eight (8) hours of standby time. Employees required to be on standby in their regular department shall have the option of receiving one and one half hours (1 1/2) of pay or accruing one and one half hours (1 1/2) of compensatory time.
- (d) When an employee is assigned to standby time on a holiday which would otherwise be regularly scheduled work time, the employee shall receive three (3) hours of pay at the regular rate for each eight (8) hours of standby time. Five (5) hours of compensatory time.
- (e) When an employee on standby is activated to duty, they shall be eligible for call back as defined under 13.4213, but will not be compensated for stand-by during the period they are activated to work. Standby time is not considered compensable hours worked.

13.14-15 Emergency Operations

Scheduling of shifts, assignment of job duties and hours of work during emergency operations shall be within the sole discretion of the City, except that during emergency operations, employees shall be given rest and meal periods in the same ratio to hours worked as on their regular shifts, to the extent that such rest and meal periods are reasonable.

13.15-16 Overtime Pay for Split Shifts

Employees working a split work shift will receive overtime pay for the second (2nd) segment of his or her work shift. Part-time exempt employees are not covered by this provision.

Employees required to occasionally attend meetings or other work related functions, but who have been given five (5) days advance notice of the schedule change (Article 13.34 of this Agreement), shall not be considered to be working a split shift and shall not be entitled to overtime compensation for work hours on that date that are not consecutive.

13.16-17 Changes from Daylight Savings to Standard Time

Whenever the City changes from daylight-saving time to Standard Time and back to daylight-saving time, employees working when the changes are made will be paid for actual hours worked.

13.17-18 Bilingual Pay Incentive

Career and part-time exempt employees whose job duties require bilingual fluency and who are determined by the City to be fluent in an eligible language, will receive an additional incentive payment amount equal to of five percent (5%) of ~~their~~ base salary pay per pay period. Approval of bilingual pay will be subject to the ongoing needs or business necessity of the City, which requires this skill to be used on a recurring basis. Fluency is to be determined by the City every other year, based upon a standard testing program, which the City will administer. The provisions of this Article are not subject to multiple incentives for multiple languages.

Employees taking the examination on their own time will not receive overtime or call back compensation. Failure to pass the fluency examination will disqualify an employee from being designated eligible for bilingual pay incentive. Employees may retake the examination, with their supervisor's permission, after a minimum of six months following their last examination.

- (a) Discontinuation: If the employee is transferred, demoted, or promoted, to another position in which the bilingual skill has not been designated, or identified as a business necessity, the incentive will cease. The effective date for discontinuation of the bilingual incentive will be the first day of the next pay period following the new assignment.
- (b) Contracting Out: The City retains the right to contract out bilingual services as deemed necessary.

ARTICLE 14 - WORKING CONDITIONS

14.1 Safety

The City and the Union recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike, and are therefore a mutual obligation. Unsafe or unhealthful practices and conditions shall be called to the attention of those responsible, whether by a supervisor or an employee, and once substantiated by the City, the unsafe condition shall be remedied as fully as possible. The City will make good faith efforts to resolve employee safety concerns. The City shall not discipline or in any manner discriminate against any employee who, in good faith and for cause, reports the existence of an unsafe condition or practice to the City's Risk Management Section, or to the Oregon OSHA.

14.2 Emergency First Aid

The City agrees to establish and maintain supplies and equipment for emergency first-aid treatment of all employees, without cost to employees, for on-the-job injuries, provided that each employee injured will be required to sign a Workers' Compensation Report form when presented by the City.

14.3 Uniforms and Protective Clothing

- (a) Where an employee is required to wear protective clothing or any type of protective device in order to safely perform their job, such will be provided by the City. The costs of maintaining, cleaning, and laundering such clothing or devices shall be borne by the City.
- (b) The City will provide uniforms for all personnel required to wear a uniform. The City will follow IRS Regulations regarding City issued work clothes as a taxable fringe benefit.
- (c) All City issued clothing and related equipment shall remain the property of the City and must be returned to the City before replacement clothing is issued or when the employee leaves employment with the City.

14.4 Clean up Time

Employees in positions that require the clean up or change of clothes before leaving work shall be granted adequate personal clean up time prior to the end of each work shift. The City shall provide the required facilities for the employee's clean up time. Work schedules shall be arranged so that employees may take advantage of this provision where it is applicable. Neither party to this contract shall construe "clean up time" to mean "quitting early time" or "leave early time," or coming in early from the field.

14.5 Tools and Equipment (Fleet Services Employees only)

The City shall provide all tools and equipment necessary to perform the job, except with respect to Fleet Service Technicians' tools. Fleet Service Technicians' tools are the employees' personal property and they are responsible to obtain and use them while on duty. When a tool breaks, it is to be reported to the Parts Room, a Supervisor or a Lead Technician as soon as practical. Technicians' tools which they were required to have upon employment when broken on the job will be replaced by the City with an equal to or better tool at the City's option, such replacement will not necessarily be the same brand name tool. Tools not required for employment when broken on the job may be replaced at the supervisor's discretion.

14.6 Inmate Work Release Crews

When an employee is assigned and does act as a lead person for crews of members of the inmate work release crews, they shall be ~~compensated at 5% above their regular rate of pay~~ paid an additional five percent (5%) of base wage for those worked as assigned.

Employees who lead inmate crews and are unable to be released from duty for a lunch break due to work flow, productivity, or safety concerns, ~~and who work ten (10) hours per shift shall record ten and one-half (10.5) hours work on their time cards to compensate them for their lunch break; those working eight (8) hours per shift shall record eight and one-half (8.5) hours on their time cards to compensate them for their lunch break.~~ will receive a paid lunch in addition to their regular scheduled hours consistent with Article 13.

14.7 Mileage Reimbursement

Whenever an employee is required to use the employee's personal vehicle in the performance of assigned duties, the employee shall be compensated for miles traveled at the current City rate. Business use of a personal vehicle does not include commuting.

An employee authorized to use their personal vehicle in performance of City duties is required to secure automobile coverage at levels no less than the minimum required by state law. Employees who use a private vehicle for City business may be required to provide the City with proof of insurance in order to be reimbursed for mileage.

14.8 On the Job, In-Service Training

Training opportunities will be offered equally to all employees. However, employees who must obtain continuing education units to maintain a professional certification will receive first priority for training.

14.9 Human Resources Rules Revisions

The City agrees to make this Contract available to each employee now in the bargaining unit, through electronic means, within thirty (30) days of its execution. The City agrees to furnish, through electronic means, a copy of this contract, and any amendments thereto, and the City Human Resources Rules to each new employee. The City shall furnish the Union-Local President and Chief Steward with an electronic copy of the City's Human Resources Rules and any and all amendments, ~~thereto~~ when updated. In the event of any conflict between the Human Resources Rules and the provisions of this contract, this contract shall prevail.

14.10 Hazardous Materials

- (a) No employee will be required to handle or administer hazardous materials without a certification or license, if required by federal, state or city law.

- (b) Employees will ~~receive an additional~~ be paid an additional premium of ten percent (10%) above their regular rate of pay for hours of base wage for all hours, to the nearest quarter hour, actually working with hazardous pesticides which require federal, state, or city license or certification for applicators.
- (c) When operating a vehicle which requires a placard under Federal or State regulations, employees will receive an additional premium of ten percent (10%) above their regular rate of pay of base wage for all hours, to the nearest quarter hour, actually performing these duties.
- (d) Employees assigned to the City's Hazardous Materials Response (HAZMAT) Team shall receive ~~a-an additional~~ payment of \$.49 per hour ~~for said duty when engaged in a HAZMAT incident~~. This amount shall be prorated to the nearest hour if assigned service with the HAZMAT team totals to less than a full month.

14.11 Required Driver License

- (a) The parties recognize that driving is an essential function for a number of City positions. Employees whose positions require driving must maintain a valid Oregon Driver's License and maintain a driving record that meets City insurance standards. If an employee holds a position in a classification that requires a valid driver license, and their license is non-renewed, suspended or revoked, that person may be terminated due to failure or inability to perform essential functions.

The parties agree that a short-term leave may be made available for a non-probationary career ~~status~~-employee who has lost their driving privilege. Approval of such leave will be at the discretion of the City based on the operational needs of the department, the employee's official driving history, and performance history. Employees seeking short term leave due to loss of driving privileges must make a written request to the department director. The request must include written proof from the Oregon Department of Motor Vehicles, or a court of competent jurisdiction that they will be able to obtain valid regular and/or occupational (CDL) driver license within ninety (90) days.

Upon receipt of the request and supporting proof, the City may authorize the employee to use accrued leave or to take unpaid leave for the period of suspension not to exceed ninety (90) days. All accrued leaves other than sick leave must be exhausted before unpaid leave will be approved.

The City may also permit the employee to take a temporary demotion within their assigned department into a position that does not include driving as an essential function. The temporary demotion will be allowed only if productive work can be accomplished in the demoted to classification and that it will not

create an operational or financial burden to the department. The temporary demotion shall not exceed ninety (90) days.

The employee will be solely responsible for all requirements and fees imposed to secure reinstatement. The City will not install an ignition interlock device (IID) on any City owned vehicles, nor sign a waiver of court-ordered IID.

The granting of these provisions above are at the sole discretion of the City and not subject to grievance. The City is not precluded from engaging in disciplinary actions or imposing separation of employment for not meeting the essential functions of the position.

- (b) Failure to report a limitation upon, suspension or revocation of a work required driver license may subject an employee to disciplinary action up to and including discharge.
- (c) Annually, the City will pay-reimburse up to \$120.00, of the costs associated with a physical examination by a Department of Transportation (DOT) certified doctor, in order to maintain a Commercial Driver License (CDL) and related special endorsements for any Career status employees who are required by the City to maintain a CDL for their current job. The City will pay up to \$120.00 of the costs of a physical examination by a DOT certified doctor, which is associated with any new City required CDL and/or endorsement(s) for one's current job. Time taken for these examinations will be paid by the City for the first initial hour. However, thereafter, employees will need to use appropriate accrued leave to be scheduled with their supervisors. The City will pay the full ~~costs amount charged~~ of any City required physical examination where the examination is performed by a City contracted physician.
- (d) The costs associated with a CDL required for a new employee or promotional position or an employee requested transfer, shall be the responsibility of the employee. Should an employee allow their CDL and/or endorsement(s) to expire, or if the employee's CDL is revoked, any re-issuance or physical examination fees shall be the responsibility of the employee.

14.12 Inclement Conditions

- (a) Prior to reporting to work and ~~in~~ the event the City determines to close operations due to inclement weather or hazardous conditions, the employee may request and the City shall grant holiday leave, vacation leave, compensatory time, or leave without pay to cover the lost time. Sick leave is not available for use under these circumstances. Employees will not be paid for hours not worked, except upon use of accrued leave or as provided in section (e) below.

- (b) The City will not use inclement weather as an opportunity to deny employees work. Employees will be provided with the opportunity to work as long as any non-emergency operations are open.
- (c) Closure while at work: If the City Manager determines to close operations due to inclement weather or hazardous conditions, non-essential employees to be released from work early because of dangerous road conditions due to weather, missed work time in that day will be treated as time worked and paid accordingly. Employees determined to be essential and required to remain at work in the event of a partial day closure, the essential employee will receive an additional premium of two percent (2%) of base hourly pay for hours worked in the work day wherein the City closes operations for inclement weather. This provision does not apply to work units with permanent continuous operations.
- (b)(d) Essential personnel: Employees may be determined as “essential” at the discretion of the City based on the skills and qualifications needed to address the condition.
- (e)(e) For non-essential personnel, When local conditions in the vicinity of an employee's, residence determine that travel is hazardous, the employee shall notify the employee's supervisor and shall be allowed to use vacation leave, compensatory time or if exhausted, leave without pay for the entire period the employee is unable to report for work for up to two working days. Sick leave is not available for use under these circumstances.
- ~~(d) Essential operations employees shall only fall within the provisions of subsection (c) above.~~
- ~~(e)(f) If the City Manager authorizes employees to be released from work early because of dangerous road conditions due to weather, missed work time in that day will be treated as time worked and paid accordingly.~~

14.13 Health Examinations

The City may require an employee to submit to a health examination by a City designated health care practitioner for reasons related to direct employment interests of the City. The health care practitioner shall report only conclusions about the fitness of the individual in relationship to the work the employee is expected to perform, as permitted by law. The health care practitioner shall not report the employee's diagnosis or details of a specific nature. The City shall pay the full costs of any health examinations required under this Article. The medical report shall go only to the Human Resources Director or a designee. The City shall pay the employee for any wages and benefits lost in undergoing the exam.

ARTICLE 15 – VACANCIES

15.1 Filling Vacancies

- (a) The City may post vacant positions either internally or externally on the Human Resources web page for at least seven (7) calendar days before the position is closed. Available job opportunities will remain on the City's web page until the closing date.
- (b) Employees may apply for job opportunities by submitting an online application to Human Resources via the website.
- (c) Any current AFSCME employee who applies for a ~~union~~ Union represented position shall receive an interview if they are one of the top five (5) candidates for the vacant position. The criteria used to determine whether or not a candidate qualifies for an interview is set by the hiring department. If a Bargaining Unit Member has equal qualifications to an external candidate who is also in the top five (5) job applicants for a position, the bargaining unit member will receive preferential rights when determining who will receive an interview for the position.
- (d) Any employee, upon written request to human resources within 10 days of notification, shall receive a written explanation as to why that employee was not selected for an interview.
- ~~(e)~~ The City may elect to use hiring lists to fill vacancies with a notice included on the job announcement.
- ~~(e)~~(f) The provisions of this section are subject to applicable law (i.e., Veteran's Preference).

15.2 Written Offers

Offers of promotion and transfer and notice of a merit increase shall be given to the employee in writing. Absent such written offer and acceptance and absent such notice of a merit increase, no promotion, transfer or merit increase shall exist.

15.3 Working out of Class (WOC)

- (a) An employee is working out of class when Department Head or designee assigns some of the duties of a higher classification based on business need.

Duration of Assignment:

The typical duration of a work out of class in a higher assignment will be between one (1) and eighty (80) hours. Working out of class is temporary and

not intended to be permanent. A single department will not have a classification vacant for more than six (6) consecutive months while rotating employees into a higher assignment.

- (1) The assigned employee need not possess the minimum qualifications for the position of the higher classification but must hold all the necessary certifications or licenses required for the assigned duties. In order to qualify for working in higher classification compensation, the employee must assume and satisfactorily perform the responsibilities of the higher classification.
 - (2) Employees will not be designated as working out of classification for covering breaks, lunches, routine meetings, on-the-job training, or other such short duration assignments, unless the Department Head or designee designates the employee as working in the higher classification and an employee assumes the major distinguishing duties of the higher classification for a period of time so designated.
 - (3) An employee may decline a working out of classification assignment unless no other means are available to fill the higher classification.
 - (4) If the work is not performed in a satisfactory manner, the Department Head or designee may remove the employee who has been designated as working in the higher classification and designate another employee to replace the employee, or leave the assignment unfilled.
- (b) Pay for Working in a Higher Classification:

An employee formally designated as working in a higher classification than the employee's classification, in accordance with the provisions of this article, shall be paid for all hours worked at the employee's regular rate of pay plus an additional payment of five percent (5%) of base wage, or at the Step 1 pay rate of the higher classification, whichever is greater., ~~in~~ no case shall the compensation exceed Step 6 of the assigned pay range.

15.4 Acting In Capacity (AIC)

- (a) An employee is acting in capacity when the department Head or designee assigns in writing the duties of a higher classification on a full-time continuous basis. Acting in capacity assignments are typically used when a position is vacant and the assignment will last longer than two (2) weeks. Acting in capacity assignments are temporary and not intended to be permanent.
- (b) The assigned employee must possess the minimum qualifications for the position and possess any specific certifications or licenses that are required.

- (c) An employee formally designated as acting in capacity shall be paid an additional premium of five percent (5%) of base pay for all hours worked in the assignment~~at their regular rate of pay plus five percent (5%)~~, or at the Step 1 of the higher classification, whichever is greater. In no case shall the compensation exceed Step 6 of the higher paid classification.

15.5 Probationary Periods

New Hire ~~E~~mployee

New employees shall be on probationary status for the first twelve (12) months of employment.

Part-time exempt employees shall be on probationary status for six-hundred (600) hours and twelve (12) months of service (see Article 5.6).

Any employee's initial probationary period may, with the concurrence of the Human Resources Director, be extended for a specified time not to exceed an additional three (3) months. The employee ~~and Union will~~shall be notified of the reason for the extension and another performance appraisal shall be required at the end of this additional period.

Successful completion of the probation is at the discretion of the City and not subject to grievance by either the employee or the Union.

Promotion Probationary Periods for Career Employees

- (a) Career employees who are promoted shall serve a six (6) month probationary period in the new classification. The promotional probationary period for an employee promoted or transferred to a Police Records Technician is nine (9) months.
- (b) The City may extend the six (6) month promotional probationary period for up to three (3) additional consecutive months when, in its judgment, such extension is necessary to fairly evaluate the employee's performance.
- (c) Any career status employee who is promoted shall have a two (2) week period of time from the date of appointment during which the employee shall be allowed to return to the employee's former position. This two-week period of time may be extended by the City if it has not made an offer of employment for the career employee's former position. In the event that an employee fails to pass the employee's six (6) month promotional probationary period due to an inability to meet performance standards, the employee will be laid off with recall rights to the next vacant position in the previously held career status position pursuant to Article 16.

Successful completion of the probation is at the discretion of the City and not subject to grievance by either the employee or the Union.

ARTICLE 16 – LAYOFF

16.1 Definitions

- (a) For purposes of this contract, "seniority" means length of continuous service as an employee of the City or Salem Housing Authority, computed from the date of the employee's original hire. Such date shall be known as the employee's "continuous service date." Where two employees have the same continuous service date, the employee whose application was first filed shall be deemed the senior employee. Where continuous service dates and application dates are the same, seniority shall be determined by lot.
- (b) As used in this section, "continuous service" includes all authorized paid leaves of absence and unpaid leaves of absence (subject to applicable law) for less than fifteen (15) consecutive calendar days, but does not include any period between an employee's layoff and recall nor unpaid leaves of absence for more than fifteen (15) consecutive calendar days. In the event of layoff and recall, the employee's continuous service date shall be adjusted to reflect a total length of continuous service. Termination of employment shall void the employee's continuous service date. If the employee should subsequently be hired again by the City, the most recent date of hire shall become the employee's continuous service date.
- (c) If a current Part-Time Exempt Employee (PTE) is hired into a career position within the same job classification as their current PTE employment, they will be given continuous service "seniority" based upon their time in service.

16.2 Order of Layoff Layoff and Procedural rights

A layoff is a separation of employment for purposes other than discipline, resignation or not meeting the essential functions of a position. A reduction in hours is not considered a layoff. In the event of a reduction of hours, such reduction will be by inverse seniority. Probationary and part-time exempt employees are not subject to the provisions of this Article.

In the event of a reduction in force in a department or division, layoffs shall be made in the affected classifications in inverse order of seniority. The laid off employee may also bump a part-time exempt, or a seasonal employee within a work division (e.g. water division within the Public Works Department), and within the same, or lower classification, for the remainder of the seasonal or part-time exempt appointment.

While on layoff status, career employees may apply for seasonal or part-time exempt work. If an employee is laid off from a career classification and later accepts a seasonal or part-time exempt position, this would not change any of the provisions in this Article. Employees who bump to a part-time exempt or seasonal position will be subject to recall under Articles 16.3 and 16.4.

Employees who bump to a part-time exempt or a seasonal position will be placed at the same or closest existing hourly rate of pay, with no loss in pay, not to exceed the top step of the pay range for the part-time exempt or seasonal position. When an employee bumps to a part-time exempt position, for the purposes of step increases, the review date begins on the date the employee assumes the new position pursuant to Article 5.6.

The City may retain a less senior employee who serves on the Hazardous Materials Response Emergency team. This exception may not be exercised for more than three (3) employees per fiscal year. If a layoff requires the transfer of a more senior employee in the department to a different work section or location, the least senior employee in the affected location shall be transferred, unless the parties to the labor contract agree otherwise.

16.3 Layoff Status

- (a) For a period of two (2) years following the date of layoff, an employee shall be classified as on "layoff status," and the employee's name maintained on a layoff eligible list. The order of names on the layoff eligible list shall be in inverse order of layoff. At the end of the two (2) year period, or sooner if the employee so requests, the employee's name shall be removed from the list and the employee shall be deemed fully terminated.
- (b) An employee on layoff status shall not be entitled to any pay, status, benefits, or employment rights other than those specifically provided herein.
- (c) An employee on layoff status shall promptly inform the Human Resources Director of any change of address, and shall be deemed terminated if a letter mailed to the last address recorded with the City is returned unclaimed.
- (d) An employee being laid off shall be paid for the total accrued vacation, holiday (if any) and compensatory time existing at the time of the layoff date.

16.4 Order of Recall

- (a) An employee on the recall list shall be offered a seasonal position, if available, if the employee is qualified for the position, as determined by the City.

- (b) Recall of employees to active employment shall be made in order of their names on the layoff eligible list for job classifications from which they were laid off.

Career employees who are on a layoff list (as defined by Article 16.3) will be eligible for employment in a vacant seasonal or part-time exempt position. Career employees who accept seasonal or part-time exempt work shall be retained on the layoff list. Failure to accept seasonal or part-time exempt work will not affect the employee's standing on the layoff list. An employee shall be deemed terminated if the employee does not report for work within ten (10) City business days of written notice of recall via registered mail for a career position. Except as provided in this section, no person shall be hired to fill any position from which an employee was laid off as long as there is an employee within that job classification on the layoff eligible list.

- (c) Upon recall, the employee shall have restored for authorized use all accrued sick leave hours as recorded by the City at the time of the layoff. This does apply to cases where the laid off employee returns to City work by being hired as a replacement as provided in Article 16.5(b) below. Time served in a seasonal or part-time exempt appointment will not be credited towards the recalled employee's continuous service date for the career position.
- (d) If an employee accepts a position in an alternative classification with the city a career classification, that employee will not be placed on the layoff list and shall have no rights to recall, with the exception of 16.5(b).

16.5 Replacement Employment

- (a) An employee on layoff status may apply for a position with the City in a job classification other than the one from which the employee was laid off. Such applications from laid off employees who are equally qualified as determined by the City will be considered in order of seniority.
- (b) Acceptance of employment in a lower level job classification with a lower pay scale other than the employee's former classification shall not be cause to remove the employee's name from the layoff eligible list. Rejection of replacement employment shall not be grounds for removal.

16.6 Integrity of Job Classifications

In the event that the substantial duties of a laid-off employee are subsequently assigned to an employee of a lower classification so that the employee is regularly working in a higher classification, the City shall recall an employee to fill the higher position. As used in this section, "substantial duties" means those duties, which distinguish the job classification from lower classifications of a similar nature.

16.7 Part-Time Exempt Employees Excluded

Part-time exempt employees may not avail themselves of this layoff procedure. Hours of work for this group of employees may be reduced or eliminated at will by the City.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 Disciplinary Action

- (a) Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action imposed on any employee may be processed as a grievance through the regular grievance procedure in Article 18.
- (b) Disciplinary action or measures shall be timely and progressive. ~~Discipline may~~Disciplinary actions include ~~but is not limited to oral reprimand,~~ written reprimand, suspension without pay, demotion, reduction in pay and discharge. Counseling and coaching are not considered disciplinary actions and are not subject to grievance.

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

- (c) If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) A steward shall have the right to discuss any disciplinary action imposed or recommended by a supervisor with that supervisor at the affected employee's request, with or without the employee's presence.
- (e) Investigatory interview: An employee has the right to have a steward present at an interview with a supervisor when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action. The interview may not be unduly delayed to await a particular unavailable steward when other stewards may be available.
- (f) Due Process procedures ~~which that~~ normally will be followed when an employee may be subject to discipline greater than a written reprimand are:
 - 1. The employee and the Chief Steward will be notified of the charges or allegations which may subject them to discipline;
 - 2. Prior to pre-disciplinary meeting, ~~the~~ the employee will be notified of the disciplinary sanctions being considered;

3. Pre-disciplinary meeting: The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing prior to imposition of disciplinary action;
4. The employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal-pre-disciplinary meeting hearing.

17.2 Right to Grieve Discipline

Any ~~discipline~~ disciplinary action imposed on an employee may be grieved through Article 18. Any employee found to be unjustly suspended, demoted, or discharged shall be reinstated with full restoration of all rights and conditions of employment and may be awarded compensation for any and all lost time as provided by the arbitrator.

17.3 ~~Initial Hire~~ Probationary Employees

~~Newly hired career employees, shall be on probation for twelve (12) months from their date of hire. During this initial hire probationary period, probationary employees are not covered by the provisions of 17.1 and 17.2, above. Initial hire probationary employees may be discharged by the City at any time with no showing of cause. Any discipline or discharge of an initial hire probationary employee is neither grievable nor arbitrable; such matters are not covered by the provisions of this Agreement. Initial hire probationary employees do not have any property rights in the job. The conditions of probation for initial hire employees is subject to Article 15.5. Initial hire probationary employees cannot grieve disciplinary actions.~~

17.4 Personnel Records

At the written request of the employee, disciplinary actions shall be removed from the employee's Personnel File after three (3) years if no similar infraction has occurred during that period of time.

17.5 Plan of Assistance (POA)

Employees may be placed on a Plan-Of-Assistance (POA) when in the supervisor's assessment the employee could benefit from the additional coaching. The goal of the POA is to help the employee understand the supervisor's expectations, provide a time frame during which the employee and the supervisor will work closely together to reach the required performance, or behavioral improvements contained within the Plan. These

Plans are not an extended probation, nor are they intended to be discipline. However, a failed plan of assistance may result in discipline. The purpose behind the Plan-Of-Assistance is to provide a tool which allows for the documentation of improvements that must be made by an employee in meeting either the performance, or behavioral expectations of the supervisor.

ARTICLE 18 - DISPUTE SETTLEMENT

18.1 Grievance Definition

As used in this contract, the term "grievance" means any claim by or on behalf of a particular employee or party to this contract that such claimant's rights, benefits, privileges, or interests under this contract have been violated or that this contract has been misapplied to such claimant in a particular case.

18.2 Exclusive Remedy

Grievances shall be initiated and processed in the manner provided in this agreement. The parties mutually acknowledge the procedures outlined in this agreement to be the exclusive and binding process for the resolution of grievances.

18.3 Time Limits and Procedures

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties, any such waiver must be reduced to writing. E-mails shall be sufficient to meet this requirement. Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The City shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon.

Grievance of an employee discharge shall be filed at Step 2 and comply with all the requirements of Step 1. Oral reprimands shall not be grievable to arbitration, Step 4.

18.4 Grievances at Step 1

- (a) Within five (5) days after the occurrence of the circumstances giving rise to a grievance or the employee's first knowledge thereof, an employee, with or without Union representation, has a right to meet with the employee's supervisor in order to engage in an informal effort to resolve a grievance. If the effort is unsuccessful, the employee may proceed to use procedures set forth in Article 18.4(b).
- (b) The Union and the City encourage employees to attempt to resolve disputes informally before filing a formal grievance. If the employee and immediate supervisor are unable to informally resolve the issues giving cause to the grievance as set forth in 18.4(a) the employee may file a formal grievance at

Step 1. The grievance shall be initiated by filing a written grievance with the employee's immediate supervisor within twenty (20) calendar days after the occurrence of the circumstances giving rise to the grievance or the employee's first knowledge thereof. Said grievance shall be signed by the grievant(s) or an agent of the Union.

- (c) The employee may elect to be represented exclusively by a steward with or without the employee's presence, may elect to have a steward present during the proceedings, or may elect not to be represented by the Union in any way. If an employee chooses to present the grievance without Union representation, the Chief Steward shall be notified in writing within forty-eight (48) hours of receipt of the grievance.
- (d) The written grievance shall include:
 - (1) The name and position of the employee by or on whose behalf the grievance is brought.
 - (2) The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.
 - (3) A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.
 - (4) The specific provision or provisions of this contract allegedly violated by the City.
 - (5) The remedy or relief sought by the employee.
 - (6) The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.
- (e) Within twenty (20) calendar days of receipt of the written grievance, the immediate supervisor shall respond, in writing, to the person representing the aggrieved employee and the employee bringing the grievance. Such response shall either deny the grievance or acknowledge what steps will be taken to remedy the grievance. The supervisor shall forward a copy of the written grievance and response to the Chief Steward, if the aggrieved employee is not represented by a steward.
- (f) If the employee is satisfied with such response, the grievance shall be deemed resolved without further action. If the employee is not satisfied, or if the supervisor fails to respond within twenty (20) calendar days of receipt of the written grievance, the grievance automatically shall be elevated to the next step in the grievance procedure, pursuant to Article 18.5

18.5 Grievances at Step 2

- (a) Grievances unresolved at Step 1 shall be forwarded to Step 2 as follows: Within fifteen (15) calendar days after the Step 1 cutoff date the aggrieved employee shall file with the employee's department head:
 - (1) a written statement setting forth why the Step 1 response failed to resolve the grievance;
 - (2) the supervisor's response (or a statement that the supervisor failed to respond within the time allowed); and
 - (3) a copy of the grievance filed at Step 1. Upon receipt of the Step 2 grievance, the Department Head shall forward a copy of the grievance to the Chief Steward if the aggrieved employee is not represented by a steward.
- (b) Within fifteen (15) calendar days following receipt of the grievance, the Department Head or designee, will investigate the grievance and respond in writing to the aggrieved employee and Union. At any time following the Department Head's receipt of the grievance and before the Step 2 cutoff date, the Department Head, the aggrieved employee and the steward representing the employee may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend that time limit in accordance with Article 18.3.
- (c) If the aggrieved employee elects to represent himself or herself at any Step 2 meeting and the Union desires to participate in a role of observer, it shall be represented by its Chief Steward or designee.
- (d) If, after the fifteenth (15th) day following the response in writing, or if the aggrieved employee is not satisfied with the City's Step 2 response, the aggrieved employee may carry the grievance to Step 3. This fifteenth (15th) day shall be known as the "Step 2 cutoff date."

18.6 Grievances at Step 3

- (a) Grievances unresolved at Step 2 shall be carried to Step 3 as follows: Within fifteen (15) calendar days following the Step 2 cutoff date, the aggrieved shall file with the Human Resources Director a written expression clearly setting forth why the previous two City responses to the Step 1 grievance have failed to resolve it.

- (b) Upon the filing of a grievance at Step 3, the Human Resources Director shall, in the following order and within fifteen (15) calendar days of the receiving of the grievance:
 - (1) Immediately forward a copy of all of the Step 3 grievance documents to the Chief Steward unless the Union represents the aggrieved employee;
 - (2) Conduct whatever investigation the Human Resources Director deems necessary to obtain the facts surrounding the grievance;
 - (3) Reduce to writing those facts which the Human Resources Director finds to be determinative of the grievance as well as the conclusion as to the merits of the grievance; and
 - (4) Forward copies of such findings and conclusions to the aggrieved employee and the Chief Steward.

- (c) Within fifteen (15) calendar days of receipt of the Human Resources Director's findings and conclusions; the Union shall either:
 - (1) Inform the Human Resources Director that the grievance has been resolved for all purposes under this contract; or
 - (2) Initiate binding arbitration with the State Conciliator of the Employment Relations Board, or any other mutually agreeable agency, by sending a Demand for Arbitration and a request for a list of five (5) arbitrators. At the same time, a copy of the Demand for Arbitration shall be served on the Human Resources Director. The list of arbitrators requested shall be limited to those persons residing in the State of Oregon, unless the parties agree otherwise.

18.7 Grievances at Step 4

- (a) Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of five (5) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the City and the Union representatives shall flip a coin to determine who shall exercise the first opportunity of striking a name, with the loser of the coin toss striking first. Strikes shall be exercised alternately until each party has exercised two (2) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection; and the arbitrator shall schedule a hearing.

- (b) The parties may, by mutual agreement in a particular case, provide for any amendment, waiver, modification, or addition to the rules and procedures herein set forth in Article 18, which agreement shall not affect subsequent cases.
- (c) Within fifteen (15) calendar days of receipt of the Human Resources Director's findings and conclusions, as called for in Article 18.6(c), either party to the labor contract may request mediation. If agreed to by both parties, the Union will contact the State Conciliator of the Employment Relations Board and a mediation session will be held with an assigned mediator. A mutual request for mediation waives the time limits in Article 18. If mediation is not successful, a request shall be made that the arbitration hearing be scheduled within ten (10) calendar days from the conclusion of mediation. Mediation shall be concluded when (1) the parties mutually agree in writing that the grievance is resolved; and (2) the Union provides written notice that the grievance is withdrawn; or (3) either party notifies the other party and the mediator in writing that it wishes to conclude mediation, but only after at least one mediation session has been concluded.
- (d) Except as expressly provided herein, arbitration of grievances shall be conducted according to the applicable rules of the organization that supplied the parties with a list of arbitrators.
- (e) The scope of the arbitration shall be limited to issues of fact and the disputed application and interpretation of this contract as raised by the aggrieved employee at Step 1 and as presented through the various appeal steps in this procedure, including the Step 3 response. In arbitration, no new factual information or evidence shall be submitted which was not presented earlier in the grievance procedure and which was not presented in connection with and is not relevant to the Step 3 response and the written notice of rejection filed pursuant to Article 18.6(c)(2).
- (f) When, after the initiation of a grievance at Step 4 but before the arbitration hearing, new factual information or evidence directly relevant to the issues first comes to the knowledge of a party and it was not previously known to the party, notice of such information immediately shall be served on the other party's representative and a meeting held as soon as possible at a mutually agreeable time to discuss the impact of such new information and to attempt to adjust the grievance by mutual agreement. If such meeting does not produce a settlement of the grievance, such information may be introduced in arbitration, if otherwise admissible according to usual evidentiary standards in arbitration.
- (g) The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract, as the same may be within the scope of the arbitration. The arbitrator shall have no

power or authority to alter, abridge, modify, vacate, or amend any of the terms of this contract; nor to substitute the arbitrator's judgment for that of the City as to any matter within City's discretion under this contract, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this contract.

- (h) The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Any necessary expenses for the services of the arbitrator shall be paid by the losing party. If the arbitrator determines that there is no prevailing party, the arbitrator may apportion each party's cost as is equitable. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses. The names of any witness to be used in arbitration by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.
- (i) The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

18.8 Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

18.9 Confidentiality

All proceedings, meetings, and discussions related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution are exempt from public disclosure, to the extent allowed under the public records law, until the conclusion of the final proceeding.

18.10 Designation of Substitutes

Whenever, in a particular case, any of the following officials is absent or unable to act for any reason, the following substitutes are declared and authority so given:

Official	Substitute
HR Director	Designee of the Director
Department Head	Designee of the Department Head
Union President	Union Vice President or the Vice-President's Designee
Chief Steward	Union President or the President's designee

18.11 Absence from Work Station

Union stewards representing employees or the Union at the meetings and hearings provided for in this article shall be permitted, after notice to the immediate supervisor, to leave their assigned work areas without loss of pay during their attendance at such meetings or hearings

ARTICLE 19 – MAINTENANCE OF STANDARDS

City proposed changes in mandatory conditions of employment not covered by the terms and provisions of this Agreement shall be subject to negotiations between the City and the Union in accordance with ORS 243.698.

ARTICLE 20 – PRODUCTIVITY

The parties recognize that delivery of municipal services in the most efficient and productive manner is of paramount concern to the City and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 21 – NON-DISCRIMINATION

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex (except where bona fide occupational qualifications exist), marital status, race, color, religion, national origin, sexual orientation, disability, union membership or political affiliation association, gender identity, veteran's status, or any other protected class identified in state or federal law. The Union shall share equally with the City the responsibility for applying this provision of the contract. ~~In recognition of the various State and Federal statutes and rules governing such nondiscrimination standards, the parties agree that arbitration of a grievance (Article 18) shall not be allowed over any alleged violations of this Article 21.~~

ARTICLE 22 – NO STRIKES OR SANCTIONS

- (a) The Union and the bargaining unit members individually and collectively, agree that during the term of this contract, there shall be no strike or illegal work stoppage.
- (b) In the event of an unauthorized strike, slow-up or stoppage, the City agrees there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal

operations; and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this section.

- (c) In the event that such action by the Union has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such strike, slow-up or stoppage.

ARTICLE 23 – AMENDMENTS

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the City of Salem and the Union.

The City and the Union each waive the right and agree that the other shall have no obligation to bargain with respect to any subject covered by the terms of this Agreement unless such subject is specifically identified herein for future bargaining. This waiver and agreement does not include ~~unilateral changes matters of “employment relations,”~~ as defined by PECBA that have not been bargained to completion through the bargaining for this agreement.

ARTICLE 24 – SAVINGS CLAUSE

If any Article or Section of this Agreement should be unlawful or found invalid, unlawful or unenforceable by reason of existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effective for the duration of this Agreement. In the event of invalidation of any Article or Section, the City and the Union agree to meet for the purpose of renegotiating said Article or Section and achieving a satisfactory replacement.

ARTICLE 25 - JOINT LABOR-MANAGEMENT COMMITTEE (JLMC)

25.1 Purpose

The parties recognize the value of effective labor management relationships that require trust and a commitment to open communications. We believe that a joint Labor-Management Committee will enhance our working relationship and provide open channels for communication. The purpose of the committee shall be to:

- (a) Seek mutual respect and understanding between the parties.
- (b) Solve problems in the best interest of the citizens of Salem, the employees, and union members.
- (c) Move labor management relations from adversarial to cooperative.

- (d) Promote participatory decision making.
- (e) The committee, if agreed upon by the committee members, is authorized to advise the City or Union leadership of possible solutions to ongoing issues of mutual interest.

25.2 Membership

The Joint Labor-Management Committee shall be composed of eight (8) members, with four (4) members appointed by the Union and four (4) members appointed by the City. Permanent or temporary membership on the committee may be expanded by the mutual agreement of the Union and the City. The Joint Labor-Management Committee will meet during normal business hours. Bargaining unit members, who are members of the committee, will be provided release time to attend the meetings. No overtime will be paid for attendance at these meetings.

25.3 Operational Guidelines

The committee shall operate by consensus. Any issue affecting labor relations, as defined by the committee, may be brought before the committee for consideration. Staff representatives from the Union and City management may participate in committee operations and provide counsel to the members but shall not have voting rights. The committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from the employees. The LMC services as an advisory committee. Final agreements are subject to City and Union approval, with or without ratification, dependent on the circumstances of each matter.

At the request of either party, the parties agree to discuss issues, including but not limited to benefits and hours for part-time employees and part-time employees and part-time exempt employees within the bargaining unit, and commuter issues. Parties will schedule meetings to accommodate reasonable attendance for employees and staff for relevant topics. The committee agrees to present any recommendations to relevant Department Head.

ARTICLE 26 - DRUG AND ALCOHOL POLICY

26.1 Drug and Alcohol Policy

The City is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs. The misuse of alcohol and drugs can impair employee performance and may jeopardize the safety of co-workers and the general public.

Drugs and Alcohol: –For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by ORS 475.005 Uniformed Controlled Substances Act and the federal Controlled Substance Act (21 U.S.C. §812),

excluding any substance lawfully prescribed for the employee's use as directed by a healthcare provider. Marijuana is defined as a controlled substance and drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.

26.2 Rehabilitation Employee Assistance Program

The City will offer and maintain an Employee Assistance Program (EAP) at no cost to the employees. The general purpose of the EAP will be to reduce problems in the work force and retain employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including substance dependency that may have an adverse effect on job performance.

26.3 Prohibited Conduct

The following conduct is prohibited:

- (a) The buying, selling, or providing controlled substances including marijuana while on City property or in City vehicles or equipment, or during work hours, including rest and meal periods.
- (b) Being at work under the influence of alcohol, or consuming alcohol while in City vehicles or equipment at any time or on City property during work hours, including rest and meal periods.
- (c) Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including rest and meal periods.
- (d) Being at work under the influence of drugs while on City property or in City vehicles or equipment at any time, or during work hours, including rest and meal periods. Use of prescribed substances or over-the-counter medicines beyond the normal intended use which result in impairment of job performance may be considered a violation of this policy.

26.4 Testing

An employee will be placed on paid administrative leave pending results of testing.

An employee may be tested for drugs and alcohol under the following circumstances:

- (a) Employees who have a Commercial Drivers~~Driver's~~ License (CDL) shall be tested as required by state and/or federal law in addition to any other testing required by this article.

- (b) Employees whose positions are in the Police Department, Code Enforcement positions, or any other positions that may be required by law, licensing, or grant funding requirements.
- (c) Following an on-the-job or motor vehicle accident which results in death or serious physical injury.
- (d) The employee was observed using alcohol, drugs, or other controlled substances while on duty or on City property.
- (e) Based on a reasonable suspicion that the employee is under the influence. Reasonable suspicion exists when the employer holds a belief that it is reasonable under the totality of the circumstances existing at the time and place that the employee is more likely than not under the influence of drugs and/or alcohol as those terms are defined in this agreement.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- (1) A pattern of abnormal or erratic behavior;
- (2) Direct observation of drug or alcohol use; or information provided by a reliable and credible source;
- (3) Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).
- (4) ~~a~~A ~~work-~~related accident in conjunction with other facts which together support reasonable suspicion.

For purposes of this agreement, an employee is considered under the influence when reasonable suspicion has been demonstrated and confirmed with a drug test and/or blood alcohol test that demonstrate concentrations of controlled substances.

Supervisors may require an employee to be drug and/or alcohol tested on the basis of reasonable suspicion only after consultation with a second trained City supervisor, or the appropriate department director, or the Human Resources Director or designee.

Employees may request a ~~union~~Union steward or representative to be present. The test will not be delayed for more than one hour in order to wait for a ~~union~~Union representative. The absence of a ~~union~~Union representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches.

Testing procedures for CDL will be performed in accordance with DOT requirements.

All other testing will be governed by industry practices for non-DOT testing. The standards include utilizing a Department of Health and Human Services certified laboratory that demonstrates experience and capacity of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency testing. All alcohol tests will be performed by a Certified Breath Alcohol Technician using a breathalyzer for both initial and confirmation testing. Unless otherwise agreed to by the City and Union, all drug testing will be performed by urine testing.

26.5 Test Results

The drug testing company will contract with a certified medical review officer (MRO). The MRO will review preliminary non-negative drug test results with the employee and any relevant health care provider(s) before the results are reported to the City.

If an employee disagrees with the results of a drug test, the employee may request the sample be retested at the employee's expense. The request for retesting must be submitted in writing to the testing facility and human resources within five (5) business days. The result of any retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed an acceptance of the test results. If an employee requests a retest, disciplinary action shall be held pending receipt of the results of the retesting.

The employee may be placed on administrative leave pending results of retesting.

Employees who test positive for alcohol or controlled substances shall be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken. The City will verify an employee's attendance and that the assessment has been completed.

The City may take disciplinary action for violation of this policy. The City may, also as a condition of disciplinary action, offer an employee, diagnosed as having an alcohol and/or chemical dependency by a SAP, continued employment under the terms of a last chance agreement. The City is under no obligation to extend a last chance agreement. Last chance agreements for employees who possess a CDL must comply with DOT regulations.

ARTICLE 27 - CONTRACT TERMS

27.1 Contract Term

This labor contract shall become and remain effective from the date of execution and expire June 30, ~~2018~~2021.

27.2 Execution

- (a) Either party may initiate negotiation of a successor agreement to this contract by serving written notice to that effect upon the other party no later than December 16, ~~2017~~2020. Negotiations shall commence as soon as feasible thereafter.
- (b) A failure by either party to initiate negotiation for a successor agreement to this contract in accordance with Paragraph (a), above, shall result in this contract being extended for only one subsequent fiscal year (from July ~~2018~~2021 through June 30, ~~2019~~2022). In that event, either party may then give

proper notice to negotiate a successor to the extended contract (~~2018-2019~~2021-2022) by following the provisions of Paragraph (a) above, but using the date of December 16, ~~2018~~2021.

(c) In witness whereof, the City and the Union have executed this contract by the signatures of their respective authorized representatives.

In witness whereof, the City and the Union have executed this contract by the signatures of their respective authorized representatives.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2067

By: _____	_____
President	Bargaining Team Member
Date	Date
_____	_____
Bargaining Team Member	Bargaining Team Member
Date	Date
_____	_____
Bargaining Team Member	Bargaining Team Member
Date	Date
_____	_____
Council 75 Representative	
Date	

CITY OF SALEM

By: _____	_____
Interim City Manager	Human Resources Director
Date	Date
_____	_____
Deputy City Attorney <u>Chief Negotiator</u>	Date

THE HOUSING AUTHORITY OF THE CITY OF SALEM (SHA)

By: _____
Interim Executive Director
Date

Filed with ~~Amber Mathiesen~~, Salem City Recorder on _____, ~~2015~~2018.

Received: _____

Salem City Recorder

APPENDIX A – WAGE SCHEDULE

03, 10 AFSCME – City

01-Jul-~~2015-2018~~ thru ~~31-Dec-2015~~30-Jun-2019

32.25% Salary Adjustment

APPENDIX A
03, 10 AFSCME – City
01-Jul-~~2015-2019~~ thru ~~31-Dec-2015~~30-Jun-2020
32.75% Salary Adjustment

APPENDIX A
03, 10 AFSCME – City
01-Jul-~~2015-2020~~ thru ~~31-Dec-2015~~30-Jun-2021
32.75% Salary Adjustment

APPENDIX A
03 AFSCME – Salem Housing Authority
01-Oct-~~2015-2018~~ through 30-Sep-~~2016-2019~~
4.52% Salary Adjustment

APPENDIX A
03 AFSCME – Salem Housing Authority
01-Oct-2019 through 30-Sep-2020
2% Salary Adjustment

APPENDIX A
03 AFSCME – Salem Housing Authority
01-Oct-2020 through 30-Sep-2021
2% Salary Adjustment

APPENDIX B – SELECTIVE SALARY ADJUSTMENTS

~~AFSCME Selective Salary
Adjustments January 1,
2016~~

Job Title	From Range	Max	To Range	Max
Parking Enforcement Officer	A.11	\$18.65	A.12	\$19.38
PW Maint Operator I	A.13	\$20.19	A.14	\$21.02

~~*Actual dollar figures may vary depending on salary adjustments, if any, agreed to in year one.~~

~~These will be incorporated into the wage scale consistent with Article 5.~~

~~Effective July 2, 2019 these classifications will be adjusted as follows:~~

Planner II	A24 to A25
SPD Records Tech	A16 to A17
TRO	A15 to A16
SR TRO	A16 to A17
SPD Evidence Tech	A16 to A17
PW Project Leader	A19 to A20
Engineer Tech III	A21 to A22
PW Crew Leader	A17 to A18
Water Treatment Operator	A21 to A22
Parking Enforcement	A12 to A13

~~Effective July 1, 2020 these classifications will be adjusted as follows:~~

SPD Evidence Tech	A17 to A18
PW Project Leader	A20 to A21
PW Crew Leader	A18 to A19
Water Treatment Operator	A22 to A23
Code Enforcement II	A22 to A23

APPENDIX C – BUILDING AND SAFETY INCENTIVE PAY

1. Purpose: this program is to encourage Building & Safety employees to maximize the number of current certifications held in building inspection, plans examining, and other areas defined in the chart below. Employees that receive compensation for holding additional approved certification above those required by their job descriptions are subject to being required to perform all assigned duties covered by the approved certification for which they are being compensated.
2. This incentive program applies to all Building & Safety employees, ~~except employees employed in the following job classes:~~
 - ~~Permit Specialist~~
 - ~~Other Clerical Employees~~
3. Monthly dollar amount of incentive pay: ~~Consider only those certifications listed on the chart below, that are beyond the minimum required of the employee's current job class. The chart below assigns a point value to each certification that will be considered.~~ Additional certification may be added to this list with the approval of the Building Official, such additions once added, will have a value of one (1) point for employees covered by this program that hold such certifications. The parties further agree that should the State of Oregon add, delete, substantially alter or modify requirements for certifications listed within this provision, that they will enter bargaining regarding the impact of such changes as required by ORS 243.698.
4. By job description each employee is required to hold a defined number of approved certifications. Employees, who hold additional approved certifications, as defined below, shall be eligible to receive incentive pay. The employee's acceptance of such incentive pay shall place upon the employee the requirement that they perform all assigned work covered by that/those certifications for up to one half of a full pay period (40 hours) with no additional compensation above the certification pay they are receiving. Employees who are assigned to work outside of their normal job duties based upon the additional certifications they possess, shall receive Working-out-of-Class pay only if such an assignment is scheduled to last more than a half of a full pay period.
5. ~~Employees shall be deemed to "possess" the certification only after they have notified their supervisor and provided a copy of the approved certification to that supervisor to be placed in their personnel file. Pay for additional Certifications shall begin on the first day of the next pay period after such notifications has been received by the Building & Safety Division. The certification pay will be backdated to the actual date of completion of the certification.~~

TYPE	POINTS		
	Commercial	Residential	Other
	Possess	Possess	Possess
Electrical	5	3	
Plumbing	5	3	
Structural	4	2	
Structural-B	3		
Mechanical	4	2	
Mechanical-B	3		
Plans-Examining	4	2	
Plans-Examining-B	3		
Plans-Examining & FLS	5		
Manufactured Home			4
Park/Camp			4
Medical Gas			4

Certification	Points
<u>S1A – Structural Inspector A-Level</u>	<u>5</u>
<u>S1B – Structural Inspector B-Level</u>	<u>3</u>
<u>CAS – Residential Structural Inspector</u>	<u>2</u>
<u>EI – Electrical Specialty Code Inspector</u>	<u>5</u>
<u>CAE – Residential Electrical Inspector</u>	<u>3</u>
<u>SEI – Specialized Electrical Inspector</u>	<u>1</u>
<u>PI – Plumbing Specialty Code Inspector</u>	<u>5</u>
<u>CAP – Residential Plumbing Inspector</u>	<u>3</u>
<u>SPI – Specialized Plumbing Inspector</u>	<u>1</u>
<u>PIS – Limited Plumbing Inspector</u>	<u>1</u>
<u>MIA – Mechanical Inspector A-Level</u>	<u>3</u>

<u>MIB – Mechanical Inspector B-Level</u>	<u>2</u>
<u>CAM – Residential Mechanical Inspector</u>	<u>1</u>
<u>SSI – Specialized Solar Photo-Voltaic Inspector</u>	<u>3</u>
<u>SFI – Specialized Finals Inspector</u>	<u>3</u>
<u>MGI – Medical Gas Plumbing Inspector</u>	<u>3</u>
<u>PEA – Structural Plans Examiner A-Level</u>	<u>5</u>
<u>PEF – Fire and Life Safety Plans Examiner</u>	<u>5</u>
<u>PEB – Structural Plans Examiner B-Level</u>	<u>2</u>
<u>Licensed Professional Engineer – PE</u>	<u>5</u>
<u>Licensed Architect – AIA</u>	<u>5</u>
<u>Permit Technician – ICC</u>	<u>2</u>

6. A flat dollar amount shall be added to the employee base pay according to the following schedule:

TOTAL POINTS	ADD TO MONTHLY BASE
15 plus	\$175 <u>\$525</u>
10 plus	\$125 <u>\$375</u>
5 plus	\$75 <u>\$225</u>
2 plus	\$64 <u>\$185</u>

APPENDIX D - FLEET SERVICES INCENTIVE PAY

INCENTIVE PAY ~~FOR (HOURLY):~~ FLEET SERVICES TECHNICIANS

1. Purpose: This program is intended to encourage Fleet Service Technicians to increase and demonstrate their technical knowledge in their craft. The City recognizes the value of this expanded knowledge applied to maintenance and repair of fleet equipment through the payment of incentive pay to qualifying Technicians.
2. This incentive program applies to all Fleet Service Technicians: Fleet Service Technicians shall qualify for incentive pay by achieving and maintaining current certain professional certifications. Eligible professional certifications are achieved through passing tests in the Automotive Service Excellence (ASE) and Emergency Vehicle Technician (EVT) programs. Those certifications eligible for incentive pay are shown in the table below.

All Fleet Service Technicians shall be required to obtain a minimum of ~~four (4) ASE (Truck and/or Auto) or EVT certifications within twelve (12) months of the signing of this contract.~~ ~~All Fleet Service Technicians shall be required to obtain a minimum of eight (8) ASE (Truck and/or Auto) or EVT certifications within eighteen (18) months of the signing of this contract.~~ five (5) specific ASE Truck or Auto certifications (**as noted below) within the first 12 months from date of hire and an additional three (3) certifications as noted below (ASE or EVT) for a total of eight (8) within eighteen (18) months from the date of hire. All Fleet Services Technicians employed prior to execution of this Agreement are required to obtain and maintain any of the eight (8) ASE certifications and are not restricted to the five (5) specific certifications noted by ** below. Failure to meet the timelines, maintain the certification as noted in this paragraph or to satisfactorily perform may result in disciplinary action up to and including termination of employment.

3. Testing fees and evidence of certification: Employees pay their own exam fees, but will be reimbursed on successful completion of the certification exam(s) and provision of a copy of the appropriate certificate(s) to their supervisor. Incentive pay shall commence on the first day of the next pay period after such notification has been received by the supervisor. Continued eligibility for incentive pay will be contingent on employees remaining certified and providing evidence of re-certification in accordance with the terms of the certification programs.
4. Maximum Incentive Pay: Maximum total incentive for all certifications is ~~one dollar and twenty-five cents (\$1.25) per hour~~ thirteen percent (13%).

~~INCENTIVE PAY (HOURLY): FLEET SERVICES TECHNICIANS~~

~~INCENTIVE~~

INCENTIVE VALUE

- ~~Any single certification is 5 cents per hour~~
- ~~Any Master certification is 20 cents per hour (cumulative)~~
- ~~Any Level 2 certification is an additional 10 cents per hour (cumulative)~~

Any single ASE certification: 0.325%

Any single EVT certification: 0.650%

Additional Certifications:

ASE Auto Master level 1.300%

ASE Truck Master level 1.300%

EVT Fire App Master level 1.950%

EVT Ambulance Master 1.300%

Any EVT Level 2 0.650%

CERTIFICATIONS

ASE AUTO	ASE TRUCK	EMERGENCY VEHICLE
A1 – Engine Repair	T1 – Gasoline Engines	F1 – Maintenance, Inspection, and Testing of Fire Apparatus
A2 – Automatic Transmission/Transaxle	T2 – Diesel Engines	F2 – Design & Performance Standards of
A3 – Manual Drive Train & Axles	T3 – Drive Train	F3 – Fire Pumps & Accessories (Level 2)
A4 – Suspension & Steering	T4** – Brakes	F4 – Fire Apparatus Electrical Systems (Level 2)
A5** – Brakes	T5 – Suspension & Steering	F5 – Aerial Fire Apparatus (Level 3 Master)
A6** – Electrical/Electronic Systems	T6** – Electrical/Electronic Systems	F6 – Allison Automatic Transmissions (Level 3 Master)
A7 – Heating & Air Conditioning	T7 – Heating, Ventilation & Air Conditioning (HVAC)	
A8 – Engine Performance	T8** – Preventive Maintenance Inspection	E-0 – Maintenance, Inspection, and Testing of Ambulances
A9 – Light Vehicle Diesel Engine		E-1 – Design & Performance of Ambulances
		E-2 – Ambulance Electrical Systems (Level 2)
L1 – Advanced Engine Performance		E-3 – Ambulance Heating, Air-conditioning & Ventilation (Level 2)
L2 – Electronic Diesel Engine Diagnosis		

** Denotes the five (5) required ASE certifications within the first twelve (12) months (365 days) from the date of hire.

MEMORANDUM OF AGREEMENT

(MOA)

Between the

**American Federation of State, County, & Municipal Employees, AFSCME Local
2067**

and the

City of Salem

~~AFSME Local 2067 (AFSCME) and the City of Salem (City) enter into the following agreement regarding probationary probation for Police Records Technician classification:~~

~~The collective bargaining agreement between AFSCME Local 2067 and the City of Salem states, in pertinent part, in Section 15.5 Probationary Periods for Career Employees a): "Career employees who are promoted to a different classification shall serve a six (6) month probationary period in that different position".~~

~~Police Records Technician classification has a structured on-the-job training program that takes approximately nine (9) months to complete. New employee probationary period of twelve (12) months provides adequate time to train the new employees. A promotional or lateral appointment to the Police Records Technician however, does not provide the training period required to be independent and competent in this position.~~

~~In an effort to allow adequate time for training and assessing the employee a performance to ensure established performance standards are met, before the employee is of probation, parties agree as follows:~~

- ~~1. Probationary period for career employees following a promotion or transfer into the Police Records Technician classification shall be nine (9) months.~~
- ~~2. If in the future, the new employee training program for Police Records Classification is shortened to six (6) months or less, the probationary period for career employees shall revert back to six (6) months.~~

~~IT IS AGREED THIS _____ day of August 17, 2015~~

~~For the City: _____ For AFSCME Local 2067~~

~~_____
Human Resources Director~~

~~_____
Council Representative~~

MEMORANDUM OF AGREEMENT

The Housing Authority for the City of Salem and AFSCME Local 2067 agree that for the duration of the current collective bargaining contract (FY 2015-16 — FY 2017/2018), the parties will meet no later than August 1st on each calendar year for purposes of bargaining a yearly wage adjustment. The parties understand that the commitment to meet does not guarantee that there will be an increase in wages. The availability of wage adjustments will be based on available funds, the operational needs of SHA, and is subject to the approval of the SHA Board.

Dated this _____ day of _____, 2015.