

COLLECTIVE BARGAINING AGREEMENT

Between

TUALATIN EMPLOYEES' UNION/AFSCME LOCAL 422

And

CITY OF TUALATIN



July 1, 2024 to June 30, 2027

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PREAMBLE / RECOGNITION

Section 1. The City of Tualatin (City) recognizes the Tualatin Employees' Association/AFSCME Local 422 (Union) as the sole and exclusive bargaining agent for all regular full-time, and part-time employees of the City of Tualatin, excluding casual, temporary and seasonal employees, employees represented by the Tualatin Police Officers Union, or employees defined as supervisory or confidential by state statute.

Regular part-time is defined as an employee employed on a regular basis at least twenty (20) hours per week. Temporary, casual, or seasonal employee is defined as an employee appointed by the City to an assignment limited to a period not-to-exceed one hundred eight (180) consecutive calendar days or one thousand thirty-nine (1,039) hours in any calendar year. The City may use casual, seasonal, temporary, or supervisory employees to supplement regular bargaining unit work schedules or to cover ongoing work loads of bargaining unit employees when a regular full-time or part-time employee is on leave, or while the City is making a good faith attempt to fill a vacant position. Ongoing workload shall be defined as year round part-time or full-time work, not including work done by interns or pages such as high-school students or retirees. This section is not intended to replace regular staff with casual, seasonal, or temporary employees.

If a new classification is added to the bargaining unit by the City, the Union shall be provided with the City's proposed rate of pay and a copy of the job description. That rate will be adopted unless the Union files written notice of its desire to negotiate the rate within fourteen (14) calendar days from notification. If a request for negotiations is filed by the Union, the parties shall begin negotiations within fifteen (15) calendar days, subject to ORS 243.698.

In the event the City creates a new position that is supervisory or confidential, the City will provide fourteen (14) calendar days' notice. If the Union disagrees with the designation of the position, the Union is encouraged to review the job description and duties with the City. The Union may otherwise follow the procedures of the Employment Relations Board regarding bargaining unit designation. The City reserves the right to create job positions and assign duties as directed by the City and the fourteen (14) day notice provided does not waive any management rights.

Section 2. Unless otherwise expressly indicated, any reference to "days" in this Agreement for purposes of computation of time refers to "business days." Business days are Monday through Friday and excludes Saturdays, Sundays, City closure for a full day and holidays listed in Article 36. Floating holidays are not considered holidays for the purpose of computing time. Where physical receipt of notice is required, the date of receipt is not included for purposes of computation of time.

ARTICLE 1 – NONDISCRIMINATION

Section 1. The City and the Union shall exercise the terms of the bargaining agreement without regard to race, sex, age, creed, marital status, disability, national origin, religious affiliation, sexual orientation, gender identity, membership or non-membership to the Union, or political affiliation of all members of the bargaining unit. Sexual harassment shall be considered a form of sex discrimination. Disputes arising under this provision may be submitted to the City Manager for review or submitted as a grievance.

Section 2. Nothing in this Article shall be construed to abridge any employee's right of appeal of alleged discrimination to the Oregon Bureau of Labor and Industries (BOLI) and/or the Equal Employment Opportunity Commission (EEOC), or other state or federal agency charged with enforcing laws on civil, human, and employment rights.

Section 3. Inasmuch as both State and Federal law include mechanisms for the resolution of discrimination issues, the Union and City agree that the City may not in any way discriminate against a bargaining unit member for filing a complaint or grievance alleged to be a violation of any statute or regulation, or of the terms of this Agreement.

Section 4. The City will provide a work environment that is fair, just, and equal for all employees. If there is no avenue of remedy stated elsewhere in this Agreement and an employee feels that they are being treated contrary to this guarantee, they may initiate the following procedure: The employee may file either a written or oral complaint with Human Resources or the City Manager, and shall be entitled to Union representation of their choice. The complaint will be reviewed for resolution and the employee will receive written notice on any action taken within seven (7) calendar days, not including the day of presentation by the employee. This time limit may be waived or extended by mutual agreement. This complaint procedure shall not be subject to the grievance and arbitration provisions in this Agreement.

ARTICLE 2 – STATUS OF AGREEMENT

The use of article titles, sections or paragraph headings throughout this Agreement are intended for easy reference only and shall not be interpreted and/or implied so as to eliminate or substantially reduce, increase, or in any way modify the terms or conditions thereof.

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 – COMPLETE AGREEMENT/PAST PRACTICES/SEVERABILITY

This bargaining agreement incorporates the sole and complete Agreement between the Employer and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is acknowledged that during negotiations which resulted in this

Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter contained in this agreement. This agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties. The parties acknowledge the bargaining obligations of ORS 243.698.

If any Article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, consistent with ORS 243.702.

ARTICLE 4 – MANAGEMENT RIGHTS

The Union recognizes that the City retains all the customary and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the City or any part of it. The City retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

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

- (A) To direct and supervise all operations, functions, and policies of the City;
- (B) To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons;
- (C) To determine the need for a reduction or an increase in work force and implementation of any decision with regard thereto;
- (D) To establish, revise, and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures;
- (E) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

- (F) To assign and distribute work;
- (G) To contract or subcontract work;
- (H) To assign shifts, workdays and work locations;
- (I) To direct the activities of the department;
- (J) To determine the need for and the qualifications of new employees, transfers, and promotions;
- (K) To properly discipline or discharge; and
- (L) To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

The exercise of any management prerogative, function or right set forth in this Article, which is not specifically modified, limited, or abridged by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement. Nothing herein shall be considered a waiver of the Union's rights to collectively bargain any changes in the status quo that are mandatorily negotiable.

Discretionary Practices: Both parties acknowledge that certain discretionary practices exist within the employer/employee relationship, which do not have a material effect on the conditions of employment and are *de minimis*, such as the providing of picnic lunches, holiday gift cards, prizes from wellness programs and employee appreciation events, etc. The parties agree that such practices shall continue to exist at the sole discretion of the City.

ARTICLE 5 – CONTRACTING/SUBCONTRACTING

Section 1. The Union recognizes that the City retains the right to contract and subcontract work; provided that, before the City may contract work presently and regularly performed by members of the bargaining unit, and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the City agrees to afford an opportunity to the Union to meet and discuss the effect of such action on the employment of the bargaining unit prior to finalizing and implementing a decision.

Section 2. When the City is considering contracting or subcontracting work which will result in the layoff or demotion of current members of the bargaining unit, the City agrees to provide notice to the Union and its President at least thirty (30) calendar days prior to consideration of such action. The City will provide the Union with all relevant information affecting the decision. In this case, the Union shall have the opportunity to submit an

alternative proposal to the City Manager for presentation to the City Council. Should the City Council decide to give the issue further consideration, the City will advise the Union President of its timetable for decision-making. Discussion times will be set by the parties in accordance with the City's timetable. Such agreement by the City to meet and discuss shall constitute full and complete satisfaction of any City duty to bargain the decision and/or impact on employees of subcontracting required under ORS Chapter 243.

Section 3. The City agrees to give full consideration to all information and recommendations submitted by the Union in a timely manner, prior to making a final decision. Under no circumstances will the City make a final decision to contract out bargaining unit work without meeting with the Union and considering the Union's input.

Section 4. If the City makes a decision to contract out, it will place employees displaced by the contracting in vacant City positions, provided, in the City's judgment, they meet the qualifications established by the City.

Section 5. When the City considers contracting or subcontracting work currently and regularly performed by members of the bargaining unit, it will provide employees with an opportunity for discussion within the division/department affected. However, the City retains the right to make the final decision as to contract/subcontract work.

ARTICLE 6 – CONTINUITY OF SERVICES

For the purposes of this Agreement, the word "strike" shall be defined as any interruption or cessation of services or other sanctions brought by the Union which the City, in its judgment, decides affects the operations of the City.

Section 1. During the term of this Agreement, the Union and the employees, as individuals or as a group, guarantee they will not authorize, initiate, cause, aid, condone, permit, participate in, or join in, any strike, work stoppage, slowdown, sick-out, picketing (except informational picketing), or any other concerted interruptions of City operations and services by employees, so long as the City abides by the terms and conditions of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, observance of a picket line, picketing (except informational picketing), or any unauthorized work interruption, either on the basis of individual choice or collective employee conduct, the Union agrees that it shall join the City in requiring employees to return to work immediately.

Section 3. In the event of a violation of this Article by the Union and/or the employees, the City may selectively, in addition to other lawful remedies, discipline such employees up to, and including discharge.

Section 4. There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement. A lockout is defined as a concerted action by the City to refuse

to allow employees to report to the work place as a direct result of a labor dispute arising out of the terms and conditions of this Agreement.

ARTICLE 7 - UNION SECURITY

Section 1. Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The City will deduct Union dues and other assessments from the wages of each employee who has authorized such deductions through an agreement with the Union. The Union will provide the City with a list of employees who have authorized dues deductions. If requested, the Union will promptly provide documentation demonstrating that an employee on the list has authorized deductions. The City will rely on the list in making the deductions. The City will provide the Union with a calendar showing when the list must be received to be effective for the current payroll period. If the list is received after the cutoff date on the calendar provided, changes in deductions will be effective at the start of the next full pay period.

Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Union prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 2. Once per month, the City will provide electronically the Union a list of all bargaining unit employees of the City. The City will include current employees and separately list employees who have left employment (whether through resignation, termination or retirement) and employees on unpaid leave status for the entire month. For each listed employee, the employer will provide the first and last name, date of hire, the employee ID, the job title, division number, work site location, base wage rate, union dues deducted, personal address, work and personal electronic mail addresses and cellular, home and work phone number. The City is only obligated to provide the listed information if it has collected and stored the information from the employee in the normal course of business or during the hiring process.

Section 3. Public Employees Organized to Promote Legislative Equality (PEOPLE). The City agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The City shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee identification number of each employee from whose earnings deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

All PEOPLE contributions shall be totally voluntary and may be revoked at any time by giving written notice to the Union and the City. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

If the administration of this Section results in substantial costs or time, the City will discuss a way to reduce the administrative burden. If the parties cannot find a way to reduce the burden, the City in its sole discretion may discontinue payroll deductions under this Section.

Section 4. Indemnity. The Union shall indemnify and save 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 the provisions of this Article.

ARTICLE 8 - UNION REPRESENTATIVES

Section 1. The City agrees that authorized representatives of the Union, who are currently certified in writing with the City by name, and who have notified Human Resources in advance, may have access to those areas of the premises as designated by the City for the purpose of conducting official Union business. Use of any City location deemed a public facility shall be available to the Union on the same basis as any other individual or organization.

Section 2. Grievances may be investigated on working time of Union officers and stewards, subject to prior supervisory approval and where such investigation does not unreasonably disrupt City operations. Where such representative(s) meet with representatives of the City for the purpose of the procedural processing and resolution of grievances, they shall do so without loss of pay, where such discussions do not unreasonably interfere with performance of the Union officer's, steward's or employee's duties.

Up to three (3) members of the Union's negotiating team may attend bargaining sessions on City-paid status, provided the parties mutually agree to meet during duty hours for the purpose of obtaining a successor agreement. Bargaining sessions conducted outside of the normal working hours will not be on City-paid status. In the event that the majority of workers in any division are chosen to serve on the Union's negotiating team, then negotiating sessions will be scheduled in order to minimize any negative impact on the operational needs of the division.

Section 3. The City shall provide and allow use of reasonable bulletin board space for the Union to communicate with employees. The Union shall be entitled to the use of one (1) bulletin board in each building of the City for display of Union information. It shall be the responsibility of the Union to maintain the bulletin board space in a neat and orderly fashion. The City shall continue to provide a reasonable space for the Union to maintain their Union filing cabinet.

Section 4. The City agrees to allow the executive board of the Union to use designated City equipment for the purpose(s) of conducting Union business under the terms of this

Collective Bargaining Agreement, including but not limited to, phones, computers, printers, fax machines and copy machines. The Union agrees to reimburse the City for the use of any and all of the above-listed City equipment according to the City of Tualatin's fee schedule. The Union understands they have no expectation of privacy while using City equipment in this manner.

ARTICLE 9 – DISCIPLINARY ACTION

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. This Article shall not apply to disciplinary action involving probationary employees. (note: all days here are business days)

The City recognizes that just cause requires that any allegation, which may result in an economic sanction or termination, will be investigated by an uninvolved person who is not a witness to the facts of the allegation.

Section 2. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances. Disciplinary action may include termination, demotion, reduction in pay, suspension without pay, or written reprimand, but does not include matters of routine supervisory counseling or verbal warning. A supervisor can levy discipline up to discharge. Disciplinary actions placed in a personnel file will be clearly marked as such.

Note: Verbal warnings, even if reduced to writing, or similar supervisory counseling, are not considered official disciplinary action and therefore, shall not be placed in the employee's personnel file. They may be maintained in supervisory files for yearly evaluations and are not subject to the grievance procedure. Supervisory files will be purged or considered stale upon completion of the yearly evaluation.

Section 3. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee.

- (A) Disciplinary actions will be levied in a manner that is least likely to embarrass the employee before other employees and the public, and in compliance with the due process steps outlined below.
- (B) Any employee may be immediately placed on administrative leave with pay pending an investigation and completion of the due process steps. Examples of when administrative leave may be used include, but are not limited to when the employee's continued presence on the job will constitute a safety hazard, when

there is an accusation of criminal conduct, or when necessary to prevent the risk of sexual harassment, retaliation, or other serious violations of City policy.

- (C) If suspension without pay is the progressive disciplinary action chosen to be administered by the City, the City and the Union on behalf of the employee, by mutual agreement, may choose to accept a reduction in pay equivalent to the economic impact of the suspension without pay.
- (D) The reduction in pay option shall be agreed to in writing and shall set out the amount of reduction, the term of reduction and the limits of the reduction.

Section 4. Due Process.

- (A) In the event the City intends to interview an employee alleged of misconduct that could result in a potential disciplinary action, the City will provide the employee and the Union at least forty-eight (48) hours written notice prior to the interview. The notice will include facts sufficient, including the alleged date, time and place of any complaint or allegation under investigation. Employee will be permitted to have an Union representative and/or Union attorney present, such that attendance does not unreasonably delay the scheduled interview.
- (B) Due process shall require the following: Before the City imposes disciplinary action on an employee, the employee will be served with a written notice as follows:
 - (1) The employee shall be advised that disciplinary action is being considered;
 - (2) The specific charges or performance deficiencies will be identified; and
 - (3) The employee will be advised of their right to meet with the Supervisor and respond to the charges.
 - (4) The employee is entitled to a Union representative and/or Union attorney of the employee's choice at this meeting.
 - (5) A meeting shall be scheduled upon written request of the employee or the Union within ten (10) business days after receipt by the employee of the notice. Failure to request a meeting within such period shall constitute waiver of the right to hearing. At the hearing the employee shall have the opportunity to present written and/or oral evidence, which may refute and/or mitigate the reasons for the disciplinary action.
 - (6) After the above referenced meeting and any additional investigation (by the Supervisor as may be deemed appropriate based on the employee's response) has been completed, the Supervisor shall provide the employee with written notice of such decision. This written decision shall

be provided within twenty (20) business days following completion of the meeting.

- (7) Nothing in this Article shall be construed to prevent or prohibit the City from discussing operational matters informally with employees.
- (C) If the supervisor's decision is to recommend discharge of the employee, the following procedure will apply:
- (1) The Supervisor shall present the facts and findings with recommendation to the Department Manager. The Department Manager will review the materials and concur or remand the Supervisor's recommendation. If the Department Manager concurs with the Supervisor's recommendation, it will be so noted and the materials will be sent to the City Manager.
 - (2) The employee shall be provided with written notice by the City Manager of the charges or reasons for separation. Said notice shall also inform the employee that they have the right to a hearing concerning the reasons for separation prior to the discharge becoming final. A copy of the notice will be provided to the Union.
 - (3) If the employee desires a pre-dismissal hearing, they shall submit a written request for same to the City Manager within ten (10) business days after receipt of the separation notice.
 - (4) The City Manager shall schedule a pre-dismissal hearing within ten (10) business days after receipt of the employee's written request.
 - (5) The employee shall have the right to a Union representative at such hearing.
 - (6) At the hearing, the employee or representative shall have the opportunity to present written or oral evidence, which may refute the reasons for separation. A recording may be made of the hearing by mutual agreement of the parties.
 - (7) Within ten (10) business days after the hearing, the City Manager shall provide the employee with a written decision concerning the separation.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. For the purpose of this Agreement, a grievance is defined as any of the following:

- (A) A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee;
- (B) A claim by the Union concerning the interpretation or application of a specific provision or clause of this Agreement as it affects a specific member of the Union.
- (C) All disciplinary grievances shall be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Union to pursue a grievance (under Section 1(b) hereof) may notify the Union in writing at any time. A grievance which is resolved by an individual's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 2. The parties will make good-faith attempts to resolve grievances at the earliest steps of the grievance process. The City and the Union desire to adjust grievances informally -- both supervisors and the grieving party(ies) are expected to resolve problems as they arise. If not resolved informally between the grieving party and the supervisor, the grievance shall be put in writing which shall include:

- (A) statement of the grievance and relevant facts;
- (B) provision of the bargaining agreement violated; and
- (C) remedy sought.

A written grievance will not be considered "presented" under Step 1 (or "submitted" under Step 2 for disciplinary grievances) unless and until it complies with the requirements of this Section.

Section 3. Grievance Steps. The following steps shall be followed in submitting and processing a grievance: (note: all days here are business days)

- Step 1** The aggrieved employee or the Union shall present the grievance in writing and identify it as a grievance to the immediate supervisor within fifteen (15) business days of its occurrence, or the employee's knowledge thereof, not including the day of the occurrence. The supervisor shall give a reply in writing within ten (10) business days of

the day of presentation of the grievance, not including the day of presentation.

Step 2 If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the department manager, within ten (10) business days following the supervisor's reply, not including the day of reply, or within 10 days from issuance of a discipline. The department manager shall issue a response in writing within ten (10) business days from the date of presentation, not including the day of presentation.

Step 3 If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or designee within ten (10) business days from the date of response from the department manager, not including the date of response. The City Manager or designee shall attempt to resolve the grievance and report in writing the decision within ten (10) business days from the date it is submitted to the City Manager, not including the date of presentation.

Step 4 If the grievance is not settled in Step 3, the Union may file a written notice of intent to arbitrate the grievance with the City Manager within ten (10) business days of the date the decision of the City Manager is received, not including the date of receipt. The parties shall request a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one (1) will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and render a decision within one (1) month of the conclusion of the hearing or the filing of post-hearing briefs, whichever is later. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and resolving the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties, provided the arbitrator does not exceed the authority granted by the parties in this Agreement. The arbitrator's remedy shall be limited to a period of ninety (90) calendar days prior to the filing of the grievance. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure, the grievant or Union fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article the grievance will be

advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing. In the event the parties dispute timeliness under the grievance process, the arbitrator must decide the timeliness issue first before the merits of the grievance can be heard. If a separate hearing is required to decide the timeliness issue, the hearing may be conducted by phone or by document in order to avoid delaying the process.

Section 6. An authorized Union representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

ARTICLE 11 – SENIORITY

Section 1. For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service with the City from the last date of hire less any adjustments due to leaves of absence without pay for more than thirty (30) calendar days, excluding leaves protected under State and Federal law.

Section 2. If an employee has a break in service due to layoff or other unilateral City action and that break does not exceed twenty-four (24) months or the employee's length of service, whichever is less, all previous seniority and rates of vacation accrual shall be restored.

ARTICLE 12 - PROBATIONARY PERIODS

Section 1. All original appointments shall be tentative and subject to a probationary period of not less than six (6) consecutive months of service. Promotional appointments and lateral transfers shall be subject to a probationary period of six (6) months. When the employee has had an extended period of time away from work on an unpaid leave of absence, the City may extend the probationary period by an equivalent period of time. Notice of the extension will be provided to the employee and the Union.

Section 2. In unusual cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no initial or promotional probationary period shall be extended beyond nine (9) months except by mutual agreement between the City, Union and employee. Any extension of the probationary period should include a written statement of the qualifications or proficiencies that the employee must demonstrate to successfully complete their probationary period. The employee shall be notified in writing of any extension and the reasons therefore.

Section 3. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 4. During the initial probationary period, an employee may be terminated at the discretion of the City. Termination of employment during the probationary period is not subject to the grievance process under this agreement or under City policy.

Section 5. In the case of promotional appointments or lateral transfers, the promoted employee may be returned at any time during the probationary period to their former classification without grievance rights or may elect to return to their previous classification and rate of pay, subject to the following conditions:

When an existing employee moves from a higher classification to a lower or new classification, and this move is a result of:

- (A) the City's decision to return a promoted employee, whether still in the bargaining unit during their probationary period, or in a management position, to the employee's previous position, or if no longer available, a vacant position, the employee's pay shall be returned to the original rate of pay prior to the promotion.
- (B) a promoted employee, whether still in the bargaining unit during their probationary period, or in a management position, choosing to return to a previous position, if still available, or requesting transfer to a vacant position, the employee's rate of pay shall be returned to the original rate of pay prior to the promotion, or the rate of any requested vacant position.

ARTICLE 13 - ASSIGNMENT, PROMOTION AND TRANSFER

Section 1. Bargaining unit vacancies that are to be filled on other than a temporary basis shall be posted on departmental bulletin boards for at least ten (10) business days prior to filling, and a copy of such openings provided to the Union President. Such notice shall include a statement of all job-related qualifications required for the position by the City.

Based upon mutual agreement between the Union President and Human Resources, the posting period may be waived whenever the position is posted in-house only and all qualified employees have been provided an opportunity to apply. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants. All applicants will continue to receive points for current status and seniority as an employee of the City. Eligibility lists may be utilized, at the discretion of the City, to fill future vacancies for up to one (1) year, provided the vacancy is posted internally for at least five (5) days prior to filling the position.

Section 2. Employees in the bargaining unit may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Manager or designee. Such requests for transfer shall not take precedence over those who apply in accordance with Section 1.

Section 3. Bargaining Unit employees who apply for transfer or promotion to another position shall receive an interview, if qualified, according to the City's standard criteria.

Section 4. Any employee who is denied an interview or a position will be given written specific reasons for such denial as soon as feasible after the recruitment notice closing date.

Section 5. When an employee is promoted to a classification with a higher salary range, that employee will receive a salary increase equal to at least seven and one-half percent (7.5%), so long as it does not exceed the top of the regular salary range of the higher classification or result in the promoted employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience. If a seven and one-half percent (7.5%) increase would result in the promoted employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience, the City will place the employee at the same step as the lowest paid incumbent with equal or greater education, training, and experience.

Section 6. When an employee is demoted or chooses to transfer to a classification with a lower salary range, that employee's salary shall be either the maximum of the regular range of the new classification or the employee's current rate of pay, whichever is lower unless this would result in the demoted employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience.

If applying this language would result in the demoted employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience, the City will place the employee at the same step as the lowest paid incumbent with equal or greater education, training, and experience.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

Section 1. Whenever the City assigns an employee the majority of duties in a higher classification for one full work day or more, that employee shall be paid at the minimum of the salary range of the higher classification or premium pay of seven and one-half percent (7.5%) over their current salary rate of pay, whichever is more, unless it would result in the employee working out of class being paid a higher salary than another employee in the higher classification with equal or greater education, training, and experience. If paying the seven and one-half percent (7.5%) premium would result in the employee working out of class being paid a higher salary than another employee in the higher classification with equal or greater education, training, and experience, then the City will pay the employee at the same hourly rate as the lowest paid incumbent with equal or greater education,

training, and experience. Out of classification time will be designated on the employee's timesheet.

Section 2. An employee voluntarily performing duties out of classification for training or developmental purposes shall be informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of the assignment. During the training there shall be no extra pay for the work for the first thirty (30) consecutive or non-consecutive workdays. A copy of the notice shall be placed in the employee's personnel file.

ARTICLE 15 – ON-THE-JOB TRAINING

Whenever a position is temporarily vacant, the City, if filling the vacancy, will give consideration to utilizing other City employees to fill the vacancy to the extent deemed by the City to be practical and efficient.

The City will make efforts to provide on-the-job training opportunities within and between departments to the extent the City determines such on-the-job training to be efficient and practical.

ARTICLE 16 - HOURS OF WORK

Section 1. The regular workweek schedule shall normally be five (5) eight (8) hour days or four (4) ten (10) hour days, exclusive of lunch periods as designated by the City. Except for the Library, and to the extent consistent with the operational needs and requirements of the City, the City shall normally schedule work on a Monday through Friday basis. All regular employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Employees shall be notified of their work schedule, including the employee's workdays and hours. Regular part-time employees shall be scheduled to work a portion of any of the above-specified schedules.

Based on the operations needs and requirements of the City at its discretion and with the notice required in Article 16.3, the City may implement other work schedules that differ from the regular work schedule described in Article 16.1. Employees who are assigned other work schedules shall be provided a minimum of two (2) consecutive days off except when mutually agreed otherwise.

Library schedules shall be posted semi-annually (with established days off) and employees shall bid their schedules on the basis of seniority. Employees shall have five (5) days to complete the bidding process. Except in cases of emergency or mutual agreement of the employee, employees shall not have their schedule changed during the bid cycle.

Extra shifts in the Library will be assigned to on-call employees. If no on-call employee is available to fill the shift, the shift will be offered first to qualified employees who volunteer.

If there is an excess of qualified volunteers, the most senior qualified volunteer will be assigned to the shift. If there is a lack of volunteers, the least senior employees(s) qualified to do the work will be assigned to the shift. Overtime will be paid as provided in Article 17.

Section 2. Alternative Work Schedule. When the City creates a new position or hires for an existing position, it may require an alternative work schedule as a condition of employment for the position. If this occurs, the employee will sign an Alternative and/or Remote Work Schedule Agreement upon hire, consistent with the Alternative and Remote Work Schedule Policy. Employees who participate in an alternative work schedule offered on a division-wide basis are not required to complete an Alternative and/or Remote Work Schedule Agreement.

Employees may request in writing an alternative work schedule subject to Department Head approval. An "alternative" work schedule shall be equal in total hours worked in the pay period to that of a regular work schedule, subject to FLSA overtime provisions. Additionally, and subject to approval by the employee's Department Head, an "alternative" work schedule may include a number of hours in a day or days per week in which the employee performs work at a location separate from City facilities, through telecommuting or other methods. Alternative work schedules are not subject to daily overtime provisions or Article 17.1.

An "alternate" work schedule must be mutually agreed upon in writing in advance by the individual and the affected employee's supervisor and/or department manager. Denial of an alternative work schedule must be based on business need. If the City denies the request, the employee will be given written notice of the reasons. Denial of an alternative work schedule is not subject to arbitration. The City may cancel an alternative work schedule arrangement with ten (10) business days' notice.

If the City denies the request for an alternative work schedule or remote work agreement, the requesting employee may submit a request for review, in writing, to the department head. The department head will promptly schedule a meeting with the employee to discuss the request. The department head will provide a written response, if requested.

If the employee is not satisfied with the outcome of the request for review with the department head, the employee may submit the request to Human Resources. Upon receiving the request, Human Resources will schedule a meeting with the employee to discuss the request and review the department head's decision. The employee may invite a designate representative of the union to participate in either meeting.

Section 3. Schedule Changes. The regular work schedule shall not be varied unless the affected employee is given ten (10) business days' notice of the schedule change except in cases of emergency or mutual agreement. In the event the City changes a work schedule with less than ten (10) business days' notice and more than one employee within the classification is qualified to do the work, the assignment shall be offered to volunteers on the basis of seniority, and if no volunteers, assigned to the least senior qualified employee within the classification. In the event a one-day change in schedule is necessary for attendance to an "All City employee event", only a minimum of five (5) business days'

notice is necessary. For the engineering and building division, the City may adjust an employee's schedule with at least forty-eight (48) hours; notice for special circumstances related to meeting operational need for inspections.

In the event the City changes a work schedule with less than the above required notice, employees will be paid at the rate of one and one-half (1½) times their regular rate for all hours worked outside of their regular work schedule. (i.e. regular shift is 8:00 am – 5:00 pm; shift changed to 12:00 pm – 9:00 pm; paid at one and one-half (1½) times regular rate for 5:00 pm – 9:00 pm.) For regular, part-time employees, if the regular work schedule is changed with less than the above required notice and mutually agreed upon in writing, the hours outside of the regular work schedule will be paid at straight time, subject to FLSA overtime and Article 17, Section 1 if applicable.

For the purposes of this Section, an emergency is defined as an unforeseen combination of circumstances calling for immediate action, which requires additional personnel resources. Use of paid leave by an employee, including sick leave, shall not be considered an emergency.

Section 4. Rest Periods. All employees shall be granted a paid rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof. Breaks will be scheduled in such a manner that operations of the City will not be disrupted. Employees who are routinely assigned field work may schedule their rest periods at the beginning and/or end of their meal period, subject to the operational needs of the City and with supervisory approval.

Employees who are requested to work through their breaks or do so based on operational necessity as approved by their supervisor have the option of taking such break at another time during the day or being paid at time and one-half (1½) or receiving compensatory time for that time in addition to all regular pay for that day.

Section 5. Lunch Periods. Regular full-time employees shall be granted an unpaid lunch period of at least one-half (½) hour and no more than one (1) hour each work shift except in emergency situations. Within the above time limit, the duration of the lunch period will be determined by each department in accordance with scheduling needs. The lunch period shall be granted during the middle of the work shift to the extent consistent with the operating requirements of the City. Employees who are requested to work through their designated lunch period, or do so based on operational necessity as approved by their supervisor and are unable to take an earlier or later lunch period and work more than eight (8) hours in one day (ten (10) hours if working a 4/10 schedule) have the option of being paid at time and one-half (1½) or receiving compensatory time for that time.

If a supervisor cannot schedule an employee's lunch period prior to two (2) hours before the end of the shift, and overtime is not approved, the employee shall be allowed to apply their allotted lunch period to the end of their work shift, and therefore leave early.

Section 6. The provisions of sections 1-5 of this Article do not apply to the Network Administrator, Field Systems Administrator, Project Manager, or other classifications designated as exempt under the FLSA.

ARTICLE 17 – OVERTIME

Section 1. The City will pay overtime for hours worked in excess of the following amounts:

- (A) Eight (8) hours in any one (1) day for an employee on a 5/8 work schedule;
- (B) Ten (10) hours in any one (1) day for an employee on a 4/10 work schedule; or
- (C) Forty (40) hours in any one (1) work week.

The overtime provisions of (1) and (2) above do not apply to alternative work schedules. An employee will not be entitled to daily and weekly overtime for the same time worked. Hours paid as daily overtime will count toward the requirement to pay overtime for hours worked over forty (40) in a week. For example, an employee who works ten (10) hours in one (1) day and forty-two (42) total hours during the same work week will be paid two (2) hours of overtime total.

Overtime will be compensated at one and one half (1 ½) times the employee's regular rate of pay. Paid leaves, such as sick, vacation, holiday, and compensatory time off, count as hours worked, but paid leaves will never be paid at the overtime rate.

Tualatin Services Center Employees: Evening and Weekend overtime shifts: Evening and weekend shifts shall be offered first to employees who volunteer within the division. If there is an excess of volunteers in the division, the most senior volunteers qualified to do the work within the Division will be assigned to the shift, except when multiple overtime shifts are necessary and the City has an operational need to balance skill and experience on the overtime shifts. An employee who would otherwise be entitled to the first overtime shift based on seniority will not be denied an overtime opportunity based on this exception. If there is a lack of volunteers in the Division, the shifts will be offered next to qualified employees who volunteer within the Department, by seniority. Thereafter, if there is a lack of volunteers, the least senior employees(s) qualified to do the work within the division will be assigned to the shift. Overtime for evening and weekend shifts is subject to Section 1 above.

Section 2. Overtime shall be computed to the nearest fifteen (15) minutes. Personal clean-up time shall not count for purposes of overtime compensation.

Section 3. Employees shall receive double time for all hours worked beyond sixteen (16) consecutive hours.

Section 4. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. The City will attempt to assign overtime to volunteer employees qualified within their classification within their Division to do the work

on a seniority basis. Mandated overtime shall be in inverse order of seniority among qualified employees within their classification within their Division.

Section 5. An employee may elect to be compensated for overtime worked as compensation or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1½) times the overtime hours worked but shall not exceed a maximum of eighty (80) hours. Accrued compensatory time in excess of eighty (80) hours shall be paid at the employee's regular rate of pay. At the conclusion of the fiscal year, the City will pay each employee's accrued compensatory time in excess of sixty (60) hours. A maximum of sixty (60) hours compensatory time may be carried forward into the following fiscal year.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation not less than: 1) the average regular rate received by the employee during the prior three years; or 2) the employee's final regular rate of pay whichever is higher.

Scheduling the use of compensatory time shall be by mutual agreement of the employee and the supervisor in accordance with the Fair Labor Standards Act or controlling court cases:

- (A) Requests to use compensatory time will be granted within a reasonable time of the request, provided it does not unduly disrupt the Department's operation or result in the need to fill the opening with overtime.
- (B) The reasonableness of the request for compensatory time off will be judged on a case-by-case basis, considering such factors as normal work schedule, anticipated workloads, emergency requirements and the availability of qualified other staff.
- (C) The request may be considered unduly disruptive if it would impose an unreasonable burden on the Department's ability to provide services of an acceptable quality and quantity for the public during the time period requested.

Section 6. The provisions in sections 1-5 of this Article to not apply to the Network Administrator, Field Systems Administrator, Project Manager, or other classifications designated as exempt under the FLSA.

ARTICLE 18 – SPECIAL COMPENSATION CONSIDERATIONS

Section 1. Stand-By Duty. Stand-by time is defined as any time an employee is required to carry a mobile device and to remain in the City-prescribed Portland metropolitan area, for the purpose of being called to duty while off duty. Standby procedures are attached to this Agreement and incorporated herein.

- (A) Stand-by duty normally will be rotated among Water and Sewer Technician II's and III's Parks Maintenance Technician II's on a weekly basis;
- (B) No assignment of stand-by duty will exceed one (1) calendar week, except in emergencies.
- (C) Two (2) employees may agree to trade stand-by duty assignments by mutual agreement and advance approval of the appropriate supervisor.
- (D) Employees will be paid an additional twelve (12) hours pay (which may be accrued as compensatory time), at the employee's regular rate for each seven (7) day assignment on the mobile device and an additional twelve (12) hours pay (which also may be accrued as compensatory time), at the employee's regular rate if a recognized holiday as provided by Article 36, Section 1, A-J occurs during the assignment. Payments will be through regular payroll, subject to IRS regulations.

Section 2. Call-Back. Call-back is defined to be when an employee has completed the workday and departed the City's premises upon completion of said day and is then called back to work earlier than two (2) hours before the start of the employee's next regular shift. When an employee is required to return to work prior to the beginning of their shift, but with less than two hours before the start of the employee's regular shift, time will not be considered call-back and any overtime will be paid according to Article 17.

Section 3. Compensation. Time spent on a phone call or other communication that does not result in the employee physically reporting to work will be paid at the overtime rate for actual hours worked, rounded up to the nearest quarter hour. Any time an employee is called back to work they shall be paid a minimum of two (2) hours pay at the rate of one and one-half (1½) times their regular rate for all time spent working outside of their regular work schedule. This minimum shall not apply more than once when an employee is paged out or called back more than once within a two (2) hour period. The provisions of this section will not result in the pyramiding of overtime.

Section 4. Meal Allowance. If an employee is called back to work for at least four (4) hours before the regular work shift, they will be paid a meal allowance of fourteen (\$14.00) dollars. If any employee is required to work for at least four (4) hours after the regular work shift, the employee will be paid a meal allowance of twenty-six (\$26.00) dollars. If an employee in the Parks Maintenance, Maintenance Services, or Public Works departments works overtime on the weekend or a Holiday, the employee will be paid a meal allowance of fourteen (\$14.00) dollars if they work at least four (4) hours. If the employee in the Parks Maintenance, Maintenance Services, or Public Works department works more than eight (8) hours of overtime on a weekend or a Holiday, the employee will be paid a meal allowance of twenty-six (\$26.00) dollars.

Section 5. Split Shift. Any employee whose regular work shift is consecutive hours and is required to split their work shift will be paid time and one half (1½) for all hours worked until return to complete a full shift.

The City may create new positions regularly scheduled to work a "split shift." In such instances, the employee filling that position shall not be eligible for the time and one half (1½) provision of this section.

Section 6. Bilingual Premium.

An employee is eligible for a bilingual premium if both of the following conditions are met:

1. The employee has demonstrated satisfactory proficiency in a language other than English through an examination or other process chosen by the City, and
2. The City has assigned the employee to provide services or perform other work in the second language at one of the Levels defined below.

There are two levels of bilingual premium. Employees are eligible for one or the other, but not both.

- Level 1 – Employees with proficiency reading and speaking will receive a premium equal to five (5%) percent of regular base pay.
- Level 2 – Employees with proficiency reading, speaking, writing, and translating will receive a premium equal to seven (7%) percent of regular base pay.

Section 7. Public Transportation Incentive. For those employees electing to utilize public transportation to commute to and from work,

the City will reimburse fifty percent (50%) of Tri-Met multi-trip passes. All reimbursement requests must be completed on the Public Transportation Incentive Reimbursement Form and submitted to the Finance Department by the 8th of the month following the month in which the expense occurred. Multiple receipts between \$25 and \$100 may be submitted and accounted for in a line item on the Public Transportation Incentive Reimbursement Form up to a maximum reimbursement of \$50 per month. Reimbursements will only be accepted and reimbursed one time per month and must be received by the 8th of the month following the month in which the purchase occurred. Failure to submit receipts and reimbursement form in a timely manner will result in a loss of reimbursement. Multiple requests for reimbursement within a 30-day timeframe will not be honored. Individual day passes (or purchases for \$5/day) are ineligible for reimbursement.

Section 8. The provisions of sections 1-5 of this Article do not apply to the Network Administrator, Field Systems Administrator, Project Manager, or other classifications designated as exempt under the FLSA.

ARTICLE 19 – ATTENDANCE

Section 1. Employees shall be in attendance at their work in accordance with provisions regarding hours of work, holidays and leave of absence.

Section 2. An employee shall not be absent from work for any reason other than those specified in this bargaining agreement without making prior arrangements with their supervisor. Unless such prior arrangements are made, an employee, who for any reason fails to report to work, shall make a sincere effort to immediately notify their supervisor of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the supervisor on a daily basis unless other arrangements have been made with the supervisor.

Section 3. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be cause for disciplinary action.

Section 4. As an essential source of emergency staffing during bad weather or other emergencies, employees shall be required to be at work at their usual working time or a schedule determined by the City. If the City changes an employee's work schedule due to an emergency, including for inclement weather, the City will return employees to their regular work schedule at the end of the emergency or end of the inclement weather event, provided that the employee will have at least eight (8) hours off before resuming their regular work schedule. A change in schedule due to an emergency will not cause a regular, full-time employee to be paid for fewer hours in a work week than they are regularly scheduled. In addition, employees should be prepared to report to work at the earliest possible time during non-working hours when requested to assist in case of emergencies or system malfunctions.

ARTICLE 20 – MISCELLANEOUS

Section 1. Personal Business. Only essential personal business may be conducted during working hours and then only in a manner, which does not disrupt the operations of the division or department. Employees should endeavor to conduct such business on their lunch or break periods.

Section 2. Employee Payments. Employees shall be responsible to make timely payment of any moneys owed to the City.

Section 3. Inclement Weather. The parties agree to rely on the City's Inclement Weather Policy. To the extent that a provision of the City's policy conflicts with a specific provision of this contract, the specific provision of this contract shall apply.

Section 4. Outside Employment. The parties agree to rely on the City's Outside Employment Policy. To the extent that a provision of the City's policy conflicts with a specific provision of this contract, the specific provision of this contract shall apply.

Section 5. Residence Requirement. Residency with the City shall not be a condition of initial appointment or continued employment. Due to the type of assignment, certain employees may be required to maintain a telephone. Such employees will be given ten

(10) days written notice by the City if such a requirement will be instituted. Each employee will provide a current telephone number and residence address to the City where the employee may be contacted on an emergency basis.

Section 6: Fitness Incentive: Employees who wish to join a health club or organization of any type will be reimbursed once per lifetime up to a maximum amount of one hundred dollars (\$100) towards their initial membership fee. It shall be the responsibility of the employee to keep their monthly dues/fees current. If the employee fails to keep the membership current, the City will not reimburse another membership payment.

ARTICLE 21 – RESIGNATION

To resign in good standing, an employee shall give the City Manager or designee not less than ten (10) working days' notice prior to such resignation unless the City Manager or designee agreed to permit a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service.

Failure to comply with this section shall be entered in the employee's service record and may be cause for denying future employment by the City.

ARTICLE 22 - PAY ADMINISTRATION

Section 1. The City will pay employees on a bi-weekly basis.

Section 2. Additional pay advances may be approved by the City Manager or designee, subject to applicable withholdings.

Section 3. On no less than two (2) months advance written notice, the City may modify the existing payroll system.

ARTICLE 23 – TRAVEL EXPENSES

Union members shall comply with the City's Travel Policy as in effect December 18, 2012. To the extent that a provision of the City's Travel Policy conflicts with a specific provision of this contract, the specific provision of this contract shall apply.

ARTICLE 24 - CLOTHING AND EQUIPMENT

Section 1. The City agrees to continue its current practice of providing protective clothing and equipment. Employees who are required to wear uniforms shall be furnished such uniforms by the City.

Section 2. Each fiscal year the City will provide a safety shoe/boot reimbursement of up to one hundred fifty dollars (\$150.00) for employees regularly assigned to non-field crew classifications identified below and up to two hundred fifty dollars (\$250.00) for employees regularly assigned to field crew classifications requiring special footwear, in accordance with the following:

(A) Classifications eligible for the one hundred fifty dollar (\$150.00) reimbursement are:

- Associate Planner
- Assistant Planner
- Parking Enforcement Attendant
- Property Evidence Technician
- Senior Planner
- Volunteer Services Coordinator I & II
- Project Manager

(B) Classifications eligible for the two hundred and fifty dollar (\$250.00) reimbursement* are:

- Building Construction Inspector I, II, & III
- Community Services Officer
- Code Compliance Officer
- Engineering Associate
- Engineering Technician I & II
- Facilities Maintenance Technician I & II
- Fleet Technician I & II
- Operations Maintenance Technician
- Project Engineer
- Parks Maintenance Technician I & II
- Water Technician I, II & III
- Street/Storm/Sewer Technician I, II, & III
- Warehouse/Inventory Control Technician

* For classifications under section (B) and upon reimbursement for shoes/boots, an employee may use any remainder of the yearly amount, if any, for the purchase of work related shirts, jeans or socks.

(C) The City Safety Committee shall develop guidelines for shoes/boots appropriate for each classification. Employees must purchase shoes/boots, which meet

these guidelines and present a paid receipt to be eligible for reimbursement. This reimbursement may also be used for repair of existing approved shoes/boots, again requiring a paid receipt to be eligible for reimbursement.

- (D) The purpose of this provision is to provide safer working conditions. The City may require employees in these classifications to limit the use of these shoes/boots to City working hours and may require their use as a condition of employment. The City will arrange for a vendor to bring safety boot selections to the City and will allow employees City time to select their footwear. Employees are responsible for their own purchases. If an employee chooses to purchase footwear elsewhere it will be done on their own time.
- (E) Any yearly reimbursement amounts provided in this Article will not be carried over from year to year.

Section 3. The City shall furnish suitable rain gear and safety clothing for classifications requiring this clothing.

<p><u>Water Technician I, II & III, Street, Sewer, Storm Technician I, II & III; Parks Maintenance Technician I & II</u></p>	<p><u>Fleet Technician I & II</u></p>
<p>hazardous chemical/waste protective clothing ear protection eye protection gloves reflective vest rain jacket, pants boots hard hat</p>	<p>ear protection eye protection reflective vest rain jacket, pants gloves hard hat</p>
<p><u>Building Construction Inspectors I & II</u></p>	<p><u>Associate Planner (A/R) Parking Enforcement Attendant Program Specialist (Recreation)</u></p>
<p>rain jacket, pants, boots hard hat</p>	<p>rain jacket, pants boots</p>

<p><u>Engineering Technicians I & II Project Engineer Community Services Officer Management Analyst II Engineering Associate</u></p>	<p><u>Warehouse/Inventory Control Technician Property Evidence Technician Facilities Maintenance Technician</u></p>
<p>reflective vest rain jacket, pants, boots, hard hat</p>	<p>hard hat gloves ear protection eye protection</p>

Section 4. The City will furnish coveralls for all Water Technicians, Street, Sewer, Storm Technicians, Park Maintenance Technicians, Property Evidence Technicians and Fleet Technicians. Each employee will receive two (2) pairs and the City will have the coveralls cleaned once each week. Where the current practice is that more than two (2) pairs of coveralls are provided, the current practice will continue.

ARTICLE 25 - PERSONNEL RECORDS

Section 1. The City, upon forty-eight (48) hours advance written notice, shall provide an employee, and if so indicated in the request, a representative of the employee, the opportunity to review their personnel file. Copies of the contents of this file requested by the employee shall be provided at their own expense.

Section 2. Human Resources shall maintain the official personnel file. Supervisors may maintain working files, which contain information necessary for them to properly and fairly evaluate an employee's performance.

Section 3. A disciplined employee shall receive a copy of any written disciplinary action placed in that employee's personnel file. The disciplined employee shall also sign the disciplinary notice, provided the following disclaimer appears on the notice:

"Employee's signature confirms only that the supervisor or City representative has given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

An employee may include an explanatory statement for the personnel file in answer to any disciplinary action imposed.

If an employee refuses to sign the disciplinary notice, the Supervisor will note that the employee was provided a copy of the disciplinary notice, but refused to sign the disciplinary notice.

Section 4. Disciplinary notices involving serious and substantiated safety violations and any response written by the employee shall be removed at the end of thirty-six (36) months from the imposition of the discipline. All other disciplinary notices and responses shall be removed at the end of twenty-four (24) months from the imposition of discipline. Removal will be done, upon request and provided there is no subsequent disciplinary action involving the same or a similar issue during the intervening period of time. To the extent such disciplinary notices are required to be retained by Administrative Rule beyond the retention period stated above, they shall be removed from the personnel file, sealed and subsequently destroyed in accordance with the Administrative Rule and shall not be used for the purposes of progressive discipline, but may be used to defend against a claim of disparate treatment.

Section 5. Employees shall receive a copy of any commendation placed in their personnel files. Commendations shall remain a part of the files for at least twenty-four (24) months.

Section 6. Employees shall notify Human Resources immediately of any changes in address, telephone number or record of immediate family. The Employer agrees to give copies of such notices to the Union President if requested.

ARTICLE 26 – CLASSIFICATION DESCRIPTION

Section 1. Each position will be assigned to the appropriate classification on the basis of its knowledge, skills, and abilities.

Section 2. The City reserves the right to determine and modify the assignment of duties to individual positions, decide allocation of individual positions to classifications, and develop, modify, and abolish classifications.

Section 3. The City will maintain written classification descriptions for each position in the City and make available a copy to the incumbent and the Union. The City will also provide an assignment addendum identifying job duties to employees as assigned.* The City reserves the right to assign employees within their classification at the City's discretion. Employees, upon City request, shall review their classification descriptions and/or assignment addendum and notify their immediate supervisors in writing of any discrepancies they feel exist.

** City will make best efforts to provide the addendums within 24 months of execution of this agreement.*

Section 4. An employee may request a review of their classification description or assignment addendum if the employee feels the description no longer fits the duties of the position. The employee and the supervisor will develop appropriate changes.

Section 5. The employee shall submit the classification description or assignment addendum showing the desired changes to their supervisor and Department Manager (if other than the employee's supervisor). If approved, it will be forwarded to Human Resources for review. After review by Human Resources, the revised classification description or assignment addendum shall be submitted to the City Manager for consideration. If the revision is approved by the City Manager, a copy of the revised classification description will be sent to the Union. If the matter is not resolved between the employee and supervisor, the employee may, within thirty (30) days following the employee's initial written classification description or assignment addendum review request, submit a written classification or assignment addendum review request to Human Resources. The City will have thirty (30) days to review and respond in writing to the request. Should an employee disagree with the decision of the City, the employee may submit a rebuttal for consideration by the City Manager. The City Manager will in good faith review the rebuttal and provide a timely response. Revisions are not subject to the grievance process.

Section 6. Should there be disagreement regarding the contents of the classification description, the employee has the right to attach written comments to the classification description, to be kept in the employee's personnel file. Classification descriptions will be signed by the employee, indicating only that the employee has read the document, and shall be signed by the supervisor.

ARTICLE 27 – RECLASSIFICATION

Section 1. Reclassification is defined as movement of an employee from one classification to another classification. Reclassification may occur where the City, in its judgment, determines the duties being performed by an employee more closely match a classification other than the one which the employee currently occupies and the City decides to reclassify rather than restructure the duties the employee is performing.

Section 2. Any incumbent employee may request reclassification of their position by submitting a written request to the employee's supervisor and Department Manager (if other than the employee's supervisor) which includes the reason the employee believes they are improperly classified, and a copy of an existing classification description which the employee believes more accurately reflects the current duties and responsibilities the employee is performing. If the matter is not resolved between the employee and supervisor, the employee may within thirty (30) days following the employee's written classification review request submit a written classification review request to Human Resources. The City will have thirty (30) days to review and respond in writing to the classification review request.

Section 3. When an employee is reclassified to a classification with a higher salary range the employee will be moved to the new classification salary scale and be placed at the step closest to their current salary that is at least a three percent (3%) increase not-to-exceed the top scale, unless this would result in the reclassified employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience. If placing the employee at the closest step to their current salary that is at least a three percent (3%) increase would result in the reclassified employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience, the City will place the employee at the same step as the lowest paid incumbent with equal or greater education, training, and experience. The employee's prior anniversary date for performance evaluation shall remain the same. Notification of the employee's reclassification will be sent to the employee and Union at least ten (10) days before it is established.

Section 4. When an employee is reclassified into a higher level position and is currently receiving the working out-of-class incentive for the position, the employee will be placed at the step nearest to the rate they earned while working out of class, while not receiving a pay decrease and not-to-exceed the top of the scale. But if placing the employee at the closest step to their current salary with the out-of-class incentive would result in the reclassified employee being paid a higher salary than another employee in the classification with equal or greater education, training, and experience, the City will place the reclassified employee at the same step as the lowest paid incumbent with equal or greater education, training, and experience. The employee's prior anniversary date for performance evaluation shall remain the same. Notification of the employee's reclassification will be sent to the employee and Union at least ten (10) days before it is established.

Section 5. When an employee is reclassified to a classification with a lower salary range, they will continue to receive their existing rate of pay, but shall not be eligible for any cost of living or merit pay increases until such time as the established maximum pay rate for the new classification exceeds their rate of pay. (The employee's prior anniversary date for performance evaluation shall remain the same). Notification of the employee's reclassification will be sent to the Union.

Section 6. Disputes regarding reclassification shall be subject to the grievance procedure as outlined in Article 10 of this Agreement up to Step 3 of the grievance procedure and shall not be subject to arbitration.

Section 7. In the event an employee seeks a voluntary reduction in hours (e.g.: from full time to part time FTE status), the City will meet with the employee and Union to discuss possible adjustments.

Section 8. When an employee is reclassified, the reclassification and any associated change in pay under this section will become effective on the first date of the first full pay period after the reclassification is approved by the City Manager.

ARTICLE 28- PERFORMANCE EVALUATION

The City reserves the right to determine an appropriate evaluation system, and modifications to, or elimination of, such system and the Union agrees to waive further bargaining during the term of this Agreement on this subject. Within that broad authority however, any evaluation system the City chooses to utilize will contain the following procedures:

- (A) New or promoted employees will be evaluated at the end of their probationary periods. Such employees who are not evaluated in accordance with the time lines specified herein shall have their performance deemed acceptable and receive any appropriate merit adjustment.
- (B) Regular employees will be evaluated on an annual basis per their review dates. Except in the case of an approved leave for the employee or the supervisor, the evaluation session shall be conducted within one pay period of the employee's review date.
- (C) Each evaluated employee will receive a copy of the final evaluation after it is completed. In order to enhance communications and provide discussion, employees will receive a copy of the completed evaluation form at least twenty-four (24) hours in advance of the evaluation session in order to prepare questions or comments. Employees will not be requested to complete a draft of their own evaluations or be required to participate in a meeting to discuss the evaluation of another employee.

- (D) Any employee may submit a statement of rebuttal, which will be attached to the evaluation.
- (E) Each employee shall sign their own evaluation, indicating only that the employee has read the evaluation.
- (F) The Union shall be provided a copy of the current written evaluation procedure and may submit any comments or suggested changes to the City Manager for review.
- (G) Employees who are dissatisfied with an evaluation may grieve that evaluation, up to the City Manager step of the grievance procedure only. The decision of the City Manager shall be final and binding. The City evaluation system, any individual evaluation, and this entire Article shall not be subject to arbitral, judicial, or ERB review.

ARTICLE 29 – EDUCATION

The parties agree to rely on the City's Educational Assistance Policy. To the extent that a provision of the City's policy conflicts with a specific provision of this contract, the specific provision of this contract shall apply.

ARTICLE 30 - SICK LEAVE

Section 1. All full-time City employees shall earn paid sick leave at the rate of eight (8) hours for each calendar month of service. Part-time employees will earn sick leave on a pro-rata basis. Sick leave shall accrue on a bi-weekly basis, from the date of employment. The parties intend for this Article to provide sick leave that at all times meets or exceeds the minimum requirements of Oregon law. The City may implement changes necessary to comply with any additional benefits provided by law.

Section 2. Employees are eligible for sick leave for the following reasons:

- (A) Non-occupational personal illness or physical disability;
- (B) Quarantine of an employee by a health care provider for non-occupationally related disability;
- (C) Personal medical and dental appointments;
- (D) Illness of an immediate family member;
- (E) Other circumstances in which use of accrued sick leave is permitted by federal or state law, including ORS 653.616.

"Immediate family" for purposes of this section is defined as*:

- spouse
- child
- domestic partners
- grandchild

- parent
- individual for whom the employee is legal guardian
- parent of the employee's domestic partner
- grandparents
- brother
- sister
- mother-in-law
- father-in-law
- sister-in-law
- brother-in-law
- any relative residing in the employee's immediate household

* Or as provided by FMLA/OFLA.

Section 3. Sick leave may be used in quarter hour increments. Sick leave shall be charged on a quarter hour per quarter hour basis for each quarter hour absent on the basis of a forty (40) hour workweek. If an employee exceeds their accumulated sick leave, it will be the responsibility of the employee, upon request from the employer, to note on the time sheet that the overage is to be charged against their accumulated compensatory time or vacation time. Sick leave will be paid at the employee's hourly rate, inclusive of differentials for work performed under differing conditions and bilingual pay. The hourly rate for sick leave will not include other incentive pay, overtime, or pay for working-out-of-class.

Any employee who exceeds accumulated sick leave will have other paid leaves charged for the balance in the following order: comp time, vacation, floating holiday. If an employee has exhausted sick leave and other accrued paid leave, the leave will be without pay.

Section 4. Abuse of the sick leave privilege as determined by the City may be cause for discipline. An employee who is unable to report to work because of any of the reasons set forth in Section 2 must inform their supervisor of the absence and the general reason for the absence before their scheduled start time unless unreasonable to do so. Employees in divisions where the City requires a minimum staffing to open a facility to the public must make reasonable effort to provide one (1) hour of notice.

The City reserves the right to require a written statement from a health care provider certifying that the employee's condition prevented the employee from appearing for work when the employee is absent for three (3) or more consecutive scheduled work days or where the City has evidence that the employee is abusing sick leave. If the City is dissatisfied with the report of illness, the City may require a medical exam from a health care provider selected by the City at the expense of the City. This section shall not be applicable to employees who are on a parental leave of absence.

Section 5. The employee's supervisor or Department Manager shall have the authority to send the employee home on sick leave if the employee is actually sick and either cannot perform their duties accurately or endangers the health of others.

Section 6. Employees must inform the supervisor of any anticipated medical treatment so that the department may plan for the employee's absence. The employee is only required

to provide notice of the date of the treatment and the length of the employee's expected absence. The City may require additional medical documentation as allowed by law.

Section 7. When an employee is absent from work because of an on-the-job injury, time off will not be charged to sick leave except as provided below.

The employee may select one of the following options:

(A) the employee may elect to receive only their worker's compensation payments.

(B) the employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paycheck and benefits, and the following will occur:

(1) no sick leave will be deducted from the accruals for one hundred eighty (180) calendar days;

(2) after one hundred eighty (180) calendar days employees shall use available sick leave for integration with their worker's compensation payments in order to receive their gross wages. In this situation a full check will only be received if the employee has available sick leave. Deduction to sick leave shall be proportional to the difference between worker's compensation payments and gross wages; and

(3) in the event an employee withholds any of their worker's compensation payments, compensation will fall into the integration of sick leave formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck or any subsequent checks if there is not a sufficient amount in the next pay check.

Section 8. Unused sick leave shall not be paid to any employee upon termination, whether voluntarily or involuntarily, except in the manner prescribed in ORS 238.350.

Section 9. The City may require a health care provider's approval for an employee to return to work after any sickness or illness which warrants such an approval.

Section 10. Regular employees who work three (3) consecutive months without use of sick leave shall be allowed to convert eight (8) hours (prorated if part time) of their sick leave to vacation with use of such time subject to the provisions of Article 31.

Section 11. If an employee is receiving benefits under the Oregon Paid Family Leave law (HB 2005), the employee may use sick leave only to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage during a period of leave taken for family leave, medical leave or safe leave, as provided under the law.

ARTICLE 31 – VACATIONS

Section 1. Regular employees shall be granted annual leave with pay according to the following schedule. A vacation “day” earned is the equivalent of eight (8) hours for a full-time employee. Accrual rates for part-time employees shall be prorated.

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS PER YEAR</u>
Less than 3 years continuous service	12 days
3 to less than 5 years continuous service	14 days
5 to less than 10 years continuous service	17 days
10 to less than 15 years continuous service	20 days
15 to less than 20 years continuous service	22 days
20 or more years of continuous service	24 days

The City may, at its sole discretion, recognize prior experience when determining years of service under this section (Section 31.1) for the purpose of vacation accrual. Such recognition of prior experience may not be applied towards seniority vacation selection as provided in Section 5.

Section 2. Vacation leave shall accrue from the beginning of employment. Vacation may not be taken until after the pay period it is accrued.

Section 3. Annual vacation leave shall accrue on a bi-weekly basis, not-to-exceed the employee’s annual accrual. Vacation leave accrued and used shall be recorded on a bi-weekly basis, not-to-exceed the employee’s annual accrual, and reflected on each employee’s payroll check stub.

Section 4. Vacation leave can accrue from year to year with a maximum accrual limit of thirty-five (35) days. Employees with thirty (30) or more days of accrued vacation will be provided memorandum notice of accrued vacation balances as well as the maximum accrual limit on a month-to-month basis. Upon such notice, the Department Manager and employee will make efforts to agree upon a plan to reduce accrued vacation to a manageable level.

The maximum amount of vacation taken at one continuous time shall not exceed fifteen (15) working days unless approval for a longer period of time has been granted by the Department Manager. Vacation earned beyond the thirty-five (35) day limit, and not so utilized, will be lost.

Section 5. Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. The City shall circulate within each division and in order of seniority, with the most senior employee afforded the first selection, a vacation sign-up roster for the calendar year. Each employee shall be allowed to select one continuous vacation period.

After the seniority vacation selection as provided for above, all additional vacation requests shall be approved in advance of making any arrangements as such leave will be scheduled subject to the operational needs of the City with the first request received having priority basis. Vacation schedules may be amended to allow the department to meet emergency situations. However, where such changes are initiated, the City will explore other alternatives where non-recoverable deposits are involved.

Section 6. Upon separation of an employee from City employment, all accrued unused vacation leave shall be paid in a lump sum. Such accrued time will be paid at the rate of pay applicable at the time of termination.

Section 7. Any employee may sell back to the City up to five (5) days of accrued vacation time during any fiscal year, limited to the following conditions:

- (A) a minimum of a like number of vacation days is taken as vacation within two pay periods of any check issued to that employee for vacation reimbursement. Upon receiving the vacation cash out, the employee may no longer cancel their vacation, without making a mutually acceptable arrangement to repay the cashed out vacation. This provision will not apply if the employee is not permitted to take vacation time due to the operational needs of the City;
- (B) vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used;
- (C) any check issued for vacation reimbursement shall be in increments of eight hours only or as prorated for part time employees;
- (D) the Finance Department shall receive two (2) weeks prior written notice from any employee requesting vacation reimbursement.
- (E) part time employees may sell back vacation limited to their proration.

Section 8 Return of Vacation Accrual Level. Return of Vacation accrual level: Employees with five or more years of continuous service with the City who resign from employment and return to work for the City may be eligible for a one-time option to accrue vacation at their previous tier as provided in Section 1 prior to resignation under the following conditions:

- Resignation from employment must have been under good terms, including no prior disciplinary actions within previous five (5) years, and
- Employee is reemployed with the City within one hundred eighty (180) days from the previous resignation. This is a one (1) time option throughout an employee's complete tenure with the City.

ARTICLE 32 – OTHER LEAVES

Section 1. Bereavement Leave. Employees shall be allowed up to three (3) days of paid bereavement leave, or five (5) days where travel in excess of two hundred (200) miles from the employee's residence is required for a death in the employee's immediate family. Longer paid or unpaid bereavement leave may be approved by the City Manager. There shall be no compensation for unused bereavement leave at the time of termination of employment. Bereavement leave in excess of the above limits, approved by the City Manager, will be deducted from accrued sick leave, or in the absence of accrued sick leave, from the employee's accrued vacation, compensatory time, or may be taken as leave without pay. If all accrued time is or will be exhausted, the employee may then request leave without pay.

Leave for the purpose of this section shall be defined as sick leave, compensatory time or vacation time. Bereavement leave provided is concurrent to any leaves provided by OFLA.

"Immediate family" for purposes of this section is defined as:

- a) The spouse of a covered individual;
- b) A child of a covered individual or the child's spouse or domestic partner;
- c) A parent of a covered individual or the parent's spouse or domestic partner;
- d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- g) The domestic partner of a covered individual; or
- h) The child, parent, grandparent, grandchild, or sibling of a covered individual's spouse or domestic partner.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 3. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter that is not personal to the employee, the employee shall be granted leave with pay.

Employees permitted to attend a criminal proceeding as provided in ORS 659A.192 will be given the option of using vacation or compensatory time or taking leave without pay.

Employees subpoenaed to appear in a personal matter or in a lawsuit or proceeding against the City where the employee is the plaintiff or grievant must exhaust vacation and compensatory time prior to taking unpaid leave.

Employees will accurately complete their timesheet to reflect the reason for the leave. Employee will waive the juror's fee. (ORS 10.061). Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 4. Leave Of Absence. In the sole discretion of the City, an employee may be granted leave of absence without pay not-to-exceed six months if the City finds there is reasonable justification to grant such leave and if it does not create an undue hardship or unduly interfere with the normal operations of the department. The City may interrupt or terminate such leave by twenty (20) calendar days' written notice by Certified Mail to the address given by the employee on their written application for such leave to the City Manager. After actually being made aware that the City desires their return to work, the employee shall respond within five (5) days or be subject to disciplinary action, including termination. Such leave shall not be approved for the purpose of accepting employment outside the service of the City.

Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence and will be required to reimburse the City for continued insurance premiums.

Effective the first of the month following thirty (30) calendar days of unpaid leave, the cost of insurance will become the responsibility of the employee. When the employee returns to work, the insurance premium will be prorated for that month, with the days not worked being the responsibility of the employee and the City paying beginning the date of return. If the City, in its sole judgment, does not require an employee to reimburse the City for insurance premiums, such action will not be deemed a binding precedent on the City, nor will the bargaining unit maintain that such action establishes a past practice. The leave shall not prejudice an employee's seniority accrued to the date of leave.

Eligibility to continue insurance benefits while on a leave of absence will be pursuant to City county Insurance rules.

Section 5. Family Medical Leave. Family Medical Leave shall be granted in accordance with state and federal law.

ARTICLE 33 – LAYOFF

Section 1. A layoff is defined as a separation of an employee from the City for involuntary reasons not reflecting discredit on the employee. The City reserves the right to temporarily separate an employee(s) for emergency reasons such as fire, flood or other natural disasters without evoking the bumping provisions contained within this article.

Section 2. If the City should reduce its workforce, layoffs shall be made within each job classification in a Department on the following basis: Temporary, seasonal or probationary employees in a job classification where layoffs are to occur will be terminated prior to

regular employee layoffs. Regular employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service within that classification. However, for purposes of Sections 4, 6 and 7 seniority shall be as defined in Article 11. Where seniority is equal, ties will be broken by lot.

Section 3. Advance notice will be provided to the Union and the employees that the City intends to lay off. Such notice shall normally be provided as soon as plans are finalized, but not less than fifteen (15) working days prior to such layoff.

Section 4. When an employee is notified of layoff, the employee will be given a minimum of forty-eight (48) hours to decide either to accept the layoff, or if it is an option, to displace the least senior employee in a classification within the employee's job family, (as defined in Section 5), with a lower pay range as long as the bumping employee has greater seniority as defined in Article 11. An employee who displaces an employee in a classification with a lower or different salary range shall move to the step closest to the employee's current salary rate. If the employee's salary is above the top step of the new range, the employee's salary rate shall be determined as follows:

- (A) if the employee bumps into the available position with a salary range closest to their existing rate, then the employee's pay shall not be lowered. The employee's rate of pay will be frozen until such a time as the maximum pay rate for the lower or different classification equals or exceeds the employee's current rate of pay; or
- (B) if the employee chooses to bypass the available position with a salary range closest to their existing rate, for a position with a lower salary range, the employee's rate of pay shall be the maximum step of the new classification.

Regular employees shall be recalled by inverse order of their layoff, and shall remain eligible for recall for twenty-four (24) months.

Section 5. For purposes of this Article, the following definitions shall apply:

- (A) Classification: The group of positions within one of the classifications listed in Appendix A.
- (B) Job Family: A group of classifications requiring similar knowledge, skills and abilities.

For purposes of this Article, the City's Job Families are:

- Office Assistant I, Office Assistant II, Office Coordinator.
- Library Assistant, Senior Library Assistant, Public Services Assistant, Librarian I, Librarian II

- Street/Sewer/Storm Technician I, Street/Sewer/Storm Technician II, Street/Sewer/Storm Technician III
- Water Technician I, Water Technician II, Water Technician III
-
- Parks Maintenance Technician I, Parks Maintenance Technician II
- Volunteer Specialist, Volunteer Coordinator, Volunteer Coordinator II
- Accounting Technician, Accountant
- GIS Technician, GIS Coordinator, Information Technology Coordinator, Database/GIS Administrator
- Desktop Support Technician, Field System Administrator, Network Administrator
- Assistant Planner, Associate Planner, Senior Planner
- Engineering Technician I, Engineering Technician II, Engineering Associate, Project Engineer, Principal Transportation Engineer
- Building Construction Inspector I, Building Construction Inspector II, Building Construction Inspector III/Senior Plans Examiner.
- Fleet Services Technician I, Fleet Services Technician II
- Operations Maintenance Technician, Facilities Maintenance Technician I, Facilities Maintenance Technician II
- Police Services Technician, Police Services Technician II, Property Evidence Technician
- Permit Technician, Permit Coordinator
- Operations Maintenance Technician, Facilities Maintenance Technician I, Facilities Maintenance Technician II
- Management Analyst I, Management Analyst II

Lateral positions, Bumping based solely on seniority:

- Program Specialist, Recreation Program Specialist, Library Program Specialist
- Code Compliance Officer, Community Services Officer

Section 6. Where a laid off employee does not have sufficient seniority to bump into another classification within their job family, the employee may bump the least senior employee in a classification in a different job family or a classification listed in Section 7, when the bumping employee is from a classification with a higher or equal pay range, has greater seniority and, in the judgment of the City, has the skills, knowledge and abilities as defined in the position description. An employee exercising their rights under this section shall be limited in pay to the top step of the new classification.

Section 7. The classifications of Communications & Marketing Program Manager, Community Engagement Coordinator, Court Clerk, Deputy City Recorder/Records Manager, Economic Development Program Manager, Library Outreach Specialist, Parking Enforcement Attendant, Policy Analyst, Principal Transportation Engineer, Program Coordinator, Project Manager, Special Events Coordinator, and Warehouse Inventory Control Technician, may only be "bumped" into when the bumping employee is from a classification with a higher or equal pay range, has greater seniority and, in the judgment of the City, has the skills, knowledge, and abilities as defined in the position description. Employees in these classifications shall have bumping rights in accordance with Section 6.

Section 8. Employees laid off for a period of twenty-four (24) months lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to positions in a lower classification within their job family or to their prior classifications on a seniority basis.

Employees recalled to a lower classification shall remain on the recall list for their regular job classification until such time as an opening becomes available to them. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a regular position opening within their prior classification, or in a lower classification within their job family. It shall be the employee's responsibility to ensure that their current address and phone/email are on file at the time the recall occurs. The employee shall have five (5) days from receipt of such notice, to notify the City of their intent to return within fifteen (15) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

Section 9. When a regular vacancy occurs in a job family or classification where no employee remains on the recall list, the vacancy shall be posted in accordance with Article 13.

Employees on the recall list from other classifications shall be notified of such vacancies in writing by certified letter, return receipt requested. Such employees shall notify the City within five (5) days from receipt of such notice if they believe they are qualified and wish to be considered for the position. If the City determines, the employee has the skills, knowledge and ability as defined in the position description, the employee's recall shall take precedence over all but a more senior qualified employee.

Section 10. A refusal of recall to one's former classification shall constitute voluntary termination and such employee shall lose her or her layoff status privileges and their seniority. However, an employee on layoff status may have the right of refusal where the position offered by the City is in a lower salary range.

ARTICLE 34 – COMPENSATION

Section 1. Effective July 1, 2024, the wage scale will be increased by four percent (4%) across the board.

Effective July 1, 2025, the wage scale will be increased by two percent (2%) across the board.

Effective January 1, 2026, the wage scale will be increased by one and one-half percent (1.5%) across the board.

Effective July 1, 2026, the wage scale will increase by two percent (2%) across the board.

Effective January 1, 2027, the wage scale will be increased by one and one-half percent (1.5%) across the board.

Section 2. Wage Step Scale. Steps on the wage scale are approximately three percent (3%) apart. Upward movement within the salary range will be automatic approximate three percent (3%) increments based upon a satisfactory rating on the employee's performance evaluation. If an employee has not received a performance evaluation within thirty (30) days of the employee's scheduled step increase, the employee will be paid at the wage rate for the higher step until the evaluation is complete. Annual wages are based on a two thousand eight (2,080) hours per year schedule.

Section 3. If the City decides to conduct a formal classification and compensation study during the term of this agreement, the City will consider the Union information along with information received from other sources. If an employee is reclassified to a new classification that is not on the existing wage scale, the City will follow the preamble regarding new classifications.

ARTICLE 35 – INSURANCE

Section 1. Health Insurance. The City will offer medical, dental, and vision insurance to employees according to the terms of this Article. Employees may select either Regence/Blue Cross, including Alternative Care rider, Hearing Aid rider and VSP Vision; or Kaiser Medical, which includes Vision, Alternative Care rider, Hearing Aid rider and Drug Plan (co-payment for Kaiser coverage based on Plan provided by carrier). The city will offer plans with benefits that are substantially similar to those currently offered. The employees may also select their dental coverage: Delta Dental, Kaiser, or Willamette (all of which include orthodontia).

Coverage for orthodontia is up to the levels in the current plans; this language is not intended to cover all cost of orthodontia.

Health insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq. and is subject to applicable imputed taxes.

Subject to conditions of the broker, employees have the option of mixing their medical and dental providers. Plan availability is determined by the broker; broker selection is determined by the City.

Premium Cost Share: The City will contribute up to ninety percent (90%) of the aggregate monthly health care premiums up to a maximum of two thousand two hundred eighty-two dollars (\$2,282.00). The employee will pay the remaining aggregate monthly health care premiums through payroll deductions.

Effective January 1, 2025, the City will contribute up to ninety percent (90%) of the aggregate monthly health care premiums. . The employee will pay the remaining aggregate monthly health care premiums through payroll deductions.

Effective January 1, 2026, the City will contribute up to ninety percent (90%) of the aggregate monthly health care premiums, provided that the City's maximum per employee contribution will not exceed 108% of the City's cost share for the most expensive coverage option from the prior year. The employee will pay the remaining aggregate monthly health care premiums through payroll deductions.

Effective January 1, 2027, the City will contribute up to ninety percent (90%) of the aggregate monthly health care premiums, provided that the City's maximum per employee contribution will not exceed 108% of the City's cost share for the most expensive coverage option from the prior year. The employee will pay the remaining aggregate monthly health care premiums through payroll deductions.

City payment of health insurance premiums will be prorated based on budgeted FTE for part time employees.

City agrees to offer an opt-out provision for regular employees. A regular employee wishing to opt-out of the City provided health insurance plan shall designate their choice to opt-out during the City's open-enrollment period for health insurance (generally the Fall). In addition, within thirty (30) days of the closure of the open enrollment period, the employee must provide the City with information proving that the employee has health insurance coverage through an alternate provider (e.g., spouse's/domestic partner's employer). Upon selecting to opt-out of the City provided health insurance and proof of alternate insurance, the full-time employees shall be entitled to fifty dollars (\$50.00) per month beginning on the effective date of the insurance plan (January 1) for twelve (12) months. The opt-out period is only good for twelve (12) months and not continuous. An employee

wishing to continue to opt-out must go through the opt-out process during each open enrollment period. The City shall make the fifty dollars (\$50.00) payment to eligible full-time employees on the second pay period of the month.

The Union and the City agree to continue a management/labor committee whose scope of work will be to work collaboratively in researching insurance designs, options and funding arrangements, meeting as either party determines is necessary. Their work product will serve as the basis of a recommendation to their respective constituents of the best and most cost - effective means of providing quality health insurance to employees. This recommendation and any resulting implementation plan may affect the plan coverage selections stated in Section 1, paragraphs 2 & 3.

Section 2. Health Reimbursement Arrangement - Voluntary Employee Beneficiary Association (HRA-VEBA) – Employees will have access to an HRA-VEBA account. Each eligible employee must submit a completed and signed Enrollment Form to participate in the HRA-VEBA Plan and be eligible for benefits under the Plan. The City will contribute a one-time amount of five hundred dollars (\$500) into the HRA-VEBA account of each new employee enrolled in the Plan after the completion of six months of employment.

Section 3. Life Insurance. During the life of this Agreement, the City will provide a term life insurance policy equal to one and one-half times the employee's annual salary up to a maximum benefit of two hundred thousand dollars (\$200,000) for employees, subject to the provisions of the broker's administrative policies.

Section 4 Long Term Disability. The City shall provide employees with a long-term disability insurance program that provides, after a waiting period and subject to the provisions of the broker's administrative policies, sixty-six and two-thirds percent (66-2/3%) of their monthly salary to a maximum monthly benefit of seven thousand dollars (\$7,000.00).

Section 5. The City reserves the right to select the insurance carrier of the above programs so long as the coverage provided is substantially equivalent to current benefits.

ARTICLE 36- HOLIDAYS

Section 1. All employees of the City shall be entitled to the holidays listed below with pay. The benefited value of a holiday is eight (8) hours for full time employees. Full-time employees shall receive regular compensation; compensation for part-time employees will be prorated based on budgeted FTE. Holidays falling on Sunday shall be taken on the following Monday, and those falling on Saturday shall be taken on the preceding Friday. If the library is open on the day the holiday is observed, it may be closed on the actual holiday.

- | | |
|---------------------------|--------------------|
| A. New Year's Day | C. President's Day |
| B. Martin Luther King Day | D. Memorial Day |

- E. Juneteenth National Independence Day
- F. Independence Day
- G. Labor Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Day after Thanksgiving
- K. Christmas Day
- L. (2) Floating Holidays per calendar year.

Section 2. Every day mandated by the President or the Congress of the United States or by the Governor or Legislature of the State of Oregon or by the City Council of Tualatin as a legal holiday for Oregon municipal employees shall be observed by the City as a paid holiday.

Section 3. Holidays that occur during an employee's vacation or sick leave shall not be charged against the vacation or sick leave.

Section 4. If an employee is required to work on any of the holidays listed above (with the exception of a floating holiday), the employee shall, in addition to any regular holiday pay paid in Section 1 for which the employee may be eligible, be compensated at time and one-half for all hours worked on the holiday. If an employee volunteers or is assigned by the City to work outside of their regular shift during a workweek which includes a non-floating holiday, the holiday will be considered hours worked towards the calculation of overtime compensation.

Section 5. If a holiday falls on an employee's regularly scheduled day off, that employee shall have the choice of scheduling another day off within one pay period, either before or after, in which the holiday falls, or receiving one (1) day's pay at the regular rate. If an employee is assigned to work the holiday (whether observed or actual, but not both) they will be compensated at one and one-half times their regular rate.

Section 6. Floating holidays shall be scheduled at the mutual agreement of the City and the individual employee. The City shall circulate within each department and in order of seniority, with the most senior employee afforded the first selection, a floating holiday sign-up roster for the calendar year. Each employee shall be allowed to select one date.

After the seniority holiday selection as provided for above, all additional floating holidays on requests shall be approved in advance of making any arrangements as such leave will be scheduled subject to the operational needs of the City with the first request received having priority basis. Floating holiday schedules may be amended to allow the department to meet emergency situations. However, where such changes are initiated, the City will explore other alternatives where non-recoverable deposits are involved.

Floating holidays are earned for the calendar year and are use it or lose it in the same year. Employees are responsible for scheduling floating holidays in a timely manner to avoid forfeiture at the end of the year. Floating holidays have no cash value upon separation of employment.

Section 7: Employees who work a regular shift day of more than eight (8) hours and who use holiday time, will be required to use additional paid leaves to account for a full day.

Alternatively, subject to supervisor approval, employees who work a shift in excess of eight (8) hours may adjust their schedules to work the additional hours necessary to account for a full day. The adjustment must occur within the same workweek as the holiday. Notwithstanding any other provision of this Agreement, the City will not be required to pay overtime as a result of a schedule adjustment under this Section.

ARTICLE 37 – RETIREMENT

Effective July 1, 2000, the classifications covered by this bargaining agreement will become members of the Public Employees Retirement System. The City shall be responsible for the required employer's contribution rate, established by PERS, with a mandatory employee contribution of six percent (6%). For the term of this agreement, the City agrees to "pick-up" the six (6%) contribution normally paid by employees. The City has implemented tax-sheltered status, to the extent legally allowable, for employee contributions as defined under IRS 414(h)(2).

Specified employees as noted on attached Exhibit B shall remain in the existing Retirement Plan until their separation from City service. The plan components will remain active for full participation by the named employees. The City's contribution rate shall be ten percent (10%) of each employee's gross monthly salary, with an employee contribution of six percent (6%)* for a total contribution of sixteen percent (16%). The City has implemented tax-sheltered status, to the extent legally allowable, for employee contributions as defined under IRS 414(h)(2). If the employee's listed on attached Exhibit B are not fully vested in this plan by the date the new participation plan agreement is drafted, the vesting schedule shall remain as follows:

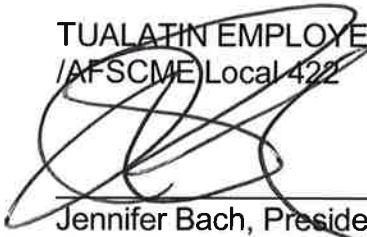
- Three (3) years, thirty percent (30%)
- Four (4) years, sixty percent (60%)
- Five (5) years, one hundred percent (100%)

* Note: City agrees to make the same equitable adjustment as with employees on PERS.

ARTICLE 38 - TERM OF AGREEMENT

This Agreement shall be effective upon its execution and shall remain in full force and effect until the 30th of June 2027. On the 30th day of June 2027, this Agreement shall expire and all of its terms and conditions shall become null and void. However, it shall be automatically renewed from year to year thereafter unless either party notifies the other by letter prior to December 31, 2026, that it desires to modify this Agreement. In the event such notification is given, negotiations shall begin not later than February 1, 2027. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

TUALATIN EMPLOYEES' ASSOCIATION
/AFSCME Local 422



Jennifer Bach, President



Casey Jennett, AFSCME Local 422
Council Representative

CITY OF TUALATIN



Sherilyn Lombos, City Manager



Stacy Ruthrauff, Human Resources
Director

EXHIBIT A – SALARY SCHEDULES

FY 2024/25

Effective 07/01/2024 – 06/30/2025 (Salary Schedules for FY 2025/26 and 2026/27 will be available on the City's website.)

Annual salaries are based on 2080 Hours

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GRADE	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
04	<i>Parking Enforcement Att.</i>	Hourly	18.57	19.12	19.70	20.30	20.90	21.52	22.17	22.84	23.51
		Annual	38,625.60	39,769.60	40,976.00	42,224.00	43,472.00	44,761.60	46,113.60	47,507.20	48,900.80
05	Vacant	Hourly	20.02	20.62	21.26	21.87	22.54	23.22	23.90	24.64	25.36
		Annual	41,641.60	42,889.60	44,220.80	45,489.60	46,883.20	48,297.60	49,712.00	51,251.20	52,748.80
06	<i>Library Assistant Office Assistant I</i>	Hourly	21.02	21.65	22.29	22.97	23.65	24.38	25.12	25.86	26.64
		Annual	43,721.60	45,032.00	46,363.20	47,777.60	49,192.00	50,710.40	52,249.60	53,788.80	55,411.20
07	<i>Operations Maintenance Tech</i>	Hourly	22.06	22.71	23.41	24.08	24.84	25.58	26.33	27.14	27.94
		Annual	45,884.80	47,236.80	48,692.80	50,086.40	51,667.20	53,206.40	54,766.40	56,451.20	58,115.20
08	<i>Office Assistant II</i>	Hourly	23.17	23.86	24.56	25.31	26.07	26.85	27.66	28.51	29.37
		Annual	48,193.60	49,628.80	51,084.80	52,644.80	54,225.60	55,848.00	57,532.80	59,300.80	61,089.60
09	<i>Court Clerk Public Service Assistant Senior Library Asst. Utility Tech I Volunteer Specialist</i>	Hourly	24.35	25.07	25.79	26.56	27.39	28.22	29.05	29.93	30.86
		Annual	50,648.00	52,145.60	53,643.20	55,244.80	56,971.20	58,697.60	60,424.00	62,254.40	64,188.80
010	<i>Park Maintenance Tech I Police Services Technician</i>	Hourly	25.93	26.75	27.52	28.35	29.18	30.06	30.99	31.90	32.87
		Annual	53,934.40	55,640.00	57,241.60	58,968.00	60,694.40	62,524.80	64,459.20	66,352.00	68,369.60
011	<i>Accounting Tech Library Prgm Specialist Office Coordinator Park Maintenance Tech II Permit Technician Police Services Technician II Program Specialist Property Evidence Technician Rec Program Specialist Utility Tech II Volunteer Coordinator</i>	Hourly	27.47	28.25	29.12	29.96	30.93	31.81	32.81	33.75	34.81
		Annual	57,137.60	58,760.00	60,569.60	62,316.80	64,334.40	66,164.80	68,244.80	70,200.00	72,404.80
012	<i>Engineering Tech I Facilities Maint Tech I Fleet Service Tech I Permit Coordinator Warehouse/Inv Control Tech</i>	Hourly	28.82	29.72	30.57	31.49	32.42	33.44	34.38	35.45	36.50
		Annual	59,945.60	61,817.60	63,585.60	65,499.20	67,433.60	69,555.20	71,510.40	73,736.00	75,920.00
013	<i>Assistant Planner Code Compliance Officer Community Services Officer GIS Technician Librarian I Library Outreach Specialist</i>	Hourly	30.26	31.16	32.13	33.04	34.07	35.07	36.13	37.22	38.33
		Annual	62,940.80	64,812.80	66,830.40	68,723.20	70,865.60	72,945.60	75,150.40	77,417.60	79,726.40
014	<i>Building Inspector I Engineering Tech II Facilities Maint Tech II Fleet Service Technician II Librarian II Volunteer Coordinator II</i>	Hourly	32.13	33.04	34.07	35.07	36.13	37.22	38.33	39.46	40.65
		Annual	66,830.40	68,723.20	70,865.60	72,945.60	75,150.40	77,417.60	79,726.40	82,076.80	84,552.00

GRADE	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
O15	Accountant Associate Planner Utility Technician III	Hourly Annual	34.12 70,969.60	35.12 73,049.60	36.18 75,254.40	37.26 77,500.80	38.38 79,830.40	39.51 82,180.80	40.72 84,697.60	41.93 87,214.40	43.19 89,835.20
O16	Building Inspector II Engineering Associate	Hourly Annual	35.79 74,443.20	36.86 76,668.80	37.96 78,956.80	39.11 81,348.80	40.28 83,782.40	41.53 86,382.40	42.73 88,878.40	44.01 91,540.80	45.35 94,328.00
O17	Vacant	Hourly Annual	38.37 79,809.60	39.50 82,160.00	40.68 84,614.40	41.91 87,172.80	43.18 89,814.40	44.47 92,497.60	45.82 95,305.60	47.17 98,113.60	48.60 101,088.00
O18	Project Engineer Senior Planner Policy Analyst Building Inspector III Senior Housing Program Analyst	Hourly Annual	40.27 83,761.60	41.50 86,320.00	42.72 88,857.60	44.00 91,520.00	45.35 94,328.00	46.70 97,136.00	48.10 100,048.00	49.52 103,001.60	51.01 106,100.80
M4	Management Analyst I	Hourly Annual	30.46 63,356.80	31.36 65,228.80	32.32 67,225.60	33.25 69,160.00	34.28 71,302.40	35.31 73,444.80	36.35 75,608.00	37.42 77,833.60	38.58 80,246.40
M5	Desktop Support Technician	Hourly Annual	31.67 65,873.60	32.60 67,808.00	33.59 69,867.20	34.57 71,905.60	35.62 74,089.60	36.69 76,315.20	37.80 78,624.00	38.93 80,974.40	40.08 83,366.40
M6	Procurement & Contracts Analyst Program Coordinator Management Analyst II	Hourly Annual	33.24 69,139.20	34.27 71,283.60	35.30 73,424.00	36.34 75,587.20	37.41 77,812.80	38.56 80,204.80	39.72 82,617.60	40.89 85,051.20	42.14 87,651.20
M8	Community Engagement Coord GIS Coordinator Information Tech Coordinator	Hourly Annual	36.65 76,232.00	37.77 78,561.60	38.85 80,808.00	40.04 83,283.20	41.26 85,820.80	42.48 88,358.40	43.77 91,041.60	45.09 93,787.20	46.42 96,553.60
M9	Field System Administrator*	Hourly Annual	38.48 80,060.03	39.64 82,461.18	40.84 84,948.86	42.03 87,414.91	43.30 90,054.02	44.61 92,779.65	45.94 95,548.54	47.32 98,425.60	48.74 101,389.18
M10	Creative Communications & Mktg Program Mgr Database/GIS Administrator Deputy City Recorder/Records Mgr Project Manager*	Hourly Annual	40.37 83,975.42	41.58 86,484.74	42.84 89,102.21	44.11 91,741.31	45.43 94,488.58	46.79 97,322.37	48.21 100,265.95	49.67 103,314.43	51.16 106,407.81
M13	Vacant	Hourly Annual	45.47 94,578.57	46.82 97,390.73	48.24 100,337.87	49.69 103,352.51	51.20 106,502.13	52.72 109,651.74	54.29 112,913.85	55.92 116,310.94	57.62 119,843.01
M14	Econ Development Prog Mgr Network Administrator*	Hourly Annual	47.76 99,325.49	49.19 102,317.63	50.65 105,354.77	52.17 108,504.39	53.74 111,766.49	55.36 115,141.08	57.01 118,583.16	58.71 122,115.24	60.48 125,782.29
M15	Principal Transportation Engineer	Hourly Annual	51.33 106,772.09	52.85 109,944.20	54.42 113,206.31	56.08 116,648.40	57.79 120,202.97	59.51 123,780.03	61.27 127,424.60	63.10 131,249.13	64.98 135,163.66

Italicized positions are not filled.
 * Classifications marked with an * are Exempt

EXHIBIT B – VOYA (FORMERLY ICMA) RETIREMENT

ERNEST D. CASTRO III

EXHIBIT C – DRUG TESTING

ALCOHOL/DRUG USE, ABUSE AND TESTING All Employees

The City of Tualatin is committed to maintaining high standards of safety, productivity, and reliability for employees and the public we serve. In order to promote these standards and provide a safe working environment, the following Policy has been adopted and sets the City's drug and alcohol abuse program, and the testing and reporting guidelines for employees in non-safety-sensitive positions.

It is the goal of this policy to prevent substance abuse and rehabilitate rather than terminate employees. However, all persons covered by this policy should be aware that violations of the policy will result in discipline, up to and including termination, and in accordance with any applicable collective bargaining agreement.

PROHIBITED SUBSTANCES

As used in this policy, "Drugs" includes all controlled substances regulated under the federal Controlled Substances Act as well as other substances that have mind-altering or function-altering effects on a person's system. For the purposes of this policy, "Drugs" generally does not include lawfully prescribed medications, other than Marijuana, which is unlawful under federal law and is prohibited by this policy regardless of state recreational and medical use laws. For additional information on the requirements that apply to employees using prescribed or over-the-counter medications, please see the "Prescription Drug Use" section below.

PROHIBITED BEHAVIOR

The use, possession, distribution, sale, manufacture, dispensation of or intoxication by alcoholic substances or beverages, intoxicants, illegal drugs, controlled substances not medically authorized, related drug paraphernalia, or other substances including prescription drugs which impair the employee's job performance or mental or motor function by any employee or any other person to whom this policy applies while on City premises (including City vehicles) or in the course of conducting City business (including operating any motor vehicle on behalf of the City) during regular business hours, including while subject to being on-call in a paid status, at lunch or on breaks, is strictly prohibited. "City premises" includes all property rented, leased, owned or controlled by the City, including job sites and parking lots, etc. It also includes all City equipment and vehicles on or off our property.

Employees who are reasonably suspected of engaging in a prohibited activity, or of not being fit for duty due to drug or alcohol misuse will be placed on paid administrative leave pending an investigation and verification. Employees who fail to pass a drug or alcohol test, or who engage in a prohibited activity may be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement.

ALCOHOL

Adverse Effects

It is recognized that alcohol is a legal, socially acceptable drug when consumed in moderation. However, when consumed primarily for its physical and mood-altering effects, it is a substance that is subject to abuse. As a depressant, it slows physical responses and progressively impairs mental functions, including the ability to safely operate a motorized vehicle or machinery. The chronic consumption of alcohol over time may result in critical health issues, including dependency, fatal liver disease, ulcers, and increased possibility of cancers. Slurred speech, poor coordination, inability to walk straight, rapid eye movement, impaired attention or memory, stupor or coma are all signs of alcohol use and problems.

If an alcohol problem is suspected, the Employee Assistance Program should be contacted.

Use

A confirmed alcohol concentration of 0.02 or greater is considered a positive alcohol test and may result in paid administrative leave and disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement for violation of this policy.

PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. However, it is the policy of the City that any employee who uses a prescription or over-the-counter medication is responsible for consulting with their healthcare provider and pharmacist to determine whether there are any side effects that may be affecting the employee's ability to safely and competently perform his/her job duties. If the employee or his/her healthcare provider feels that he/she is experiencing any of such side effects, the employee must notify their supervisor or Human Resources before performing or continuing to perform the job duties. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue his/her work assignment. The employee need not disclose the medical condition for which the medication is being taken unless the City determines that this is necessary to comply with its legal obligations (e.g. properly designating leave or evaluating reasonable accommodations).

Although the lawful use of prescription or over-the-counter medications (other than marijuana) is not grounds for disciplinary action by itself, failure to report the use of such drugs which employee believes will impair job performance, failure to provide proper evidence of medical authorization, or using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label (including but not limited to using medication prescribed to another person) may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement.

MEDICINAL MARIJUANA

As noted above, marijuana use remains unlawful under federal law and is considered to be a violation of this policy, regardless of whether the use is permitted under state medical and/or recreational marijuana laws. Employees who test positive for marijuana or otherwise violate this Policy may be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement, regardless of whether they have been issued a prescription for marijuana use or have used marijuana recreationally under state law. The City does not excuse violations of this Policy to accommodate marijuana use. Employees who believe they need some other accommodation for a disability should contact Human Resources to discuss available options.

SEARCHES

The City will not search an employee's person, and no employee will be forcibly searched or detained. Reasonable efforts are made to respect an employee's integrity and privacy during searches; however, refusal to cooperate with lawful searches and investigations will be considered a violation of this policy and may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement. All illegal drugs or drug paraphernalia found in or on the City's property may be released to law enforcement.

City property such as desks, equipment, lockers, etc., will remain the property of the City and will be subject to general access and search at our discretion.

COMPLIANCE WITH TESTING

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, who modifies or alters test forms, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement.

Refusal will include

- o An inability to provide a specimen or breath sample without a valid medical reason (confirmed by a physician);
- o Tampering, adulterating, or substituting specimen;
- o Delaying arrival at a designated collection site;
- o Leaving the collection site prior to test completion;
- o Failure to permit an observed or monitored collection when required;
- o Failure to take a second test when required;
- o Failure to undergo a medical evaluation when required;
- o Failure to cooperate with any part of the testing process;
- o Once test is underway, failing to remain at site and provide a specimen;

- o Failure to sign Step 2 of alcohol test form; and
- o Leaving the scene of an accident without cause prior to submitting to a test.

Such refusals will be treated as insubordination and recorded as a non-negative test, unless otherwise justified by reasonable explanation. The employee will be referred to the substance abuse professional, and will be subject to disciplinary action, up to and including termination, and in accordance with an applicable collective bargaining agreement.

GENERAL PROVISIONS FOR DRUG AND ALCOHOL TESTING

In order to promote and maintain a drug and alcohol-free workplace, the City will utilize a program of drug and alcohol screening. It is the City's policy that this program applies to all non-safety-sensitive employees.

The City uses qualified supervisory personnel and makes arrangements with a certified laboratory/testing organization to administer this policy. Procedures for specimen collection, chain of custody of specimens, laboratory analysis procedures, and quality control requirements will be in accordance with the United States Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, Final Guidelines, and the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs to assure a high degree of accuracy and reliability. If applicable, medication use and other medical information is screened by a qualified Medical Review Officer (MRO). Lawful medication used consistent with a prescription is treated as a negative test under this policy, and employee medical information is not disclosed to the City by the testing organization. A positive test for alcohol is any confirmed alcohol concentration of .02 or above. Test results and other information concerning drug and or alcohol investigations are treated confidentially and released only when there is a legitimate business needs to know, or as otherwise required or authorized by law.

Types of Testing

- Reasonable Suspicion: It is the City's policy that all employees are subject to fitness-for-duty evaluation consisting of a drug and alcohol test when there is reason to suspect the employee is under the influence of alcohol or drugs on duty. A referral for testing will be made when a trained supervisor can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body odors of the employee.

Upon conclusion of the specimen collection, the City, with the employee, will make arrangements for the employee's transportation home and if necessary, pay for transportation. Under no circumstances will the employee be permitted to operate a motor vehicle for the trip home.

- Post-Accident: Post-accident testing may be required if the circumstances give rise to reasonable suspicion that the employee is under the influence or impaired at the time of the accident. If an employee is injured due to an accident, the City's first concern will be appropriate medical treatment for the employee. However, if there is a basis for testing as stated above, the employee will be required to authorize testing as part of their medical treatment and must also authorize the release of appropriate medical records to enable the City to determine whether drugs or alcohol were present in their system.

Upon conclusion of the specimen collection, the City, with the employee, will make arrangements for the employee's transportation home and if necessary, pay for transportation. Under no circumstances will the employee be permitted to operate a motor vehicle for the trip home.

- Return-to-Duty: All employees who test positive for drugs and/or alcohol, and who are allowed to return to work, must be evaluated for drug and alcohol use by a Substance Abuse Professional (SAP), must complete all disciplinary actions, SAP requirements and must test negative prior to being released for duty.
- Follow-Up: Employees permitted to return to duty following a positive test for drugs and/or alcohol may be subject to unannounced follow-up testing as determined by the SAP. Follow-up testing may be required for up to 48 months after returning to safety sensitive duty dependent upon the SAP recommendation.

Substance Abuse Professional Evaluations

An employee who tests positive for drugs or alcohol or refuses a test, will be evaluated by a City-designated Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with substance abuse. The evaluation will consist of a clinical assessment, treatment recommendations, and referrals, as appropriate. At a minimum, the employee must participate in a substance abuse education and prevention class. The SAP will inform the City, in writing, of the clinical-assessment-based treatment recommendations, which must be complied with. In addition, the SAP will specify the duration and frequency of follow-up drug and/or alcohol tests. The SAP's evaluations, assessment, treatment recommendations, referrals and follow-up testing recommendations will be in accordance with 49 CFR 40

Confidentiality

Confidentiality will be maintained throughout the drug and alcohol testing process. To assure confidentiality, all test results will be sent only to the Designated Employee Representative (DER) by means of a secure communication system.

The Human Resources Department will maintain results in a medical file separate from the official personnel file.

The employee has an unqualified right, upon written request, to obtain copies of any records pertaining to their drug or alcohol tests.

Test results will be released without written consent only:

- o To those City personnel directly involved in the decision for the tested employee's dismissal or disciplinary action;
- o To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;

The City will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Notification of Criminal or Driving While Intoxicated Conviction

The Drug Free Workplace Act of 1988 requires all employees to notify the Human Resources Department of any conviction under a criminal drug statute for violations occurring on City property within five (5) days of conviction. This notification must occur within five (5) days of conviction or violation. Within 30 days, the City will make a determination of action based on the incident and employees will be subject to disciplinary action, up to and including termination, and in accordance with the applicable collective bargaining agreement, depending upon the circumstances. Failure to report such conviction, or violation, will result in disciplinary action, up to and including termination, and in accordance with the applicable collective bargaining agreement.

EMPLOYEE ASSISTANCE PROGRAM

The City recognizes its commitment and its responsibility to its employees by seeking to provide, through the Employee Assistance Program (EAP) and/or Substance Abuse Professional (SAP), an opportunity for employees to deal with drug and alcohol-related problems. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the EAP and /or SAP in complete confidence and without jeopardizing his/her employment with the City solely because of the request for assistance. Telephone numbers for the EAP and SAP are available from the DER and/or the Human Resources Department. Other treatment programs for drug and alcohol problems are available through the health and welfare providers selected by individual employees and may be covered by benefits programs offered by the City.

Although employees are encouraged to receive help for drug and alcohol problems, participation in an Employee Assistance Program and/or SAP will not excuse an employee's failure to comply with the requirements of this policy.

EDUCATION AND TRAINING

Supervisors of non-safety-sensitive employees will receive the same training as required of supervisors of FMCSA covered safety-sensitive employees.

Employees will receive this policy, and afforded access to educational materials and/or training which include information on the effects and consequences of prohibited drug use on personal health, safety, the work environment, and indicators of prohibited use. Employees will also be afforded access to information on the effects of alcohol misuse on personal health, safety, the work environment, and available methods of intervention.

DISCIPLINE

Probationary employees

Probationary employees who violate any provision of this policy shall be subject to immediate disciplinary action, up to and including termination.

Regular employees

Any regular status, covered employee who violates any provision of this policy may be subject to disciplinary action, up to and including termination, and in accordance with the applicable collective bargaining agreement. This may include a requirement to fully comply with the Employer Return-To-Work/ Last Chance Agreement. Such an agreement shall include the conditions under which the employee shall be allowed to continue their employment with the City. It may also include a requirement for continued compliance and satisfactory completion of any treatment prescribed by the substance abuse professional including after-care programs and special requirements by the City, or any other requirements deemed appropriate by the parties involved, including termination if the conditions of the agreement are not met. The City shall decide on a case-by-case basis, taking into consideration performance, other employment factors and the nature of the violation when determining the degree of disciplinary action or if the covered employee is eligible to participate in a last chance agreement.

RETURN-TO-WORK REQUIREMENTS

Prior to being allowed to return to work, all employees that test positive for drugs or alcohol, as defined under the terms of this policy, and who, under the discipline policy, are allowed to return to work, will be required to successfully complete the following:

1. Meet with a Substance Abuse Professional (SAP) for assessment. The employee is financially responsible for any and all costs associated with the SAP process and required follow-up drug/alcohol testing.
2. Abide by the treatment recommendations made by the SAP, including successful completion of any treatment program or substance abuse prevention class, as applicable, and monitoring for a minimum of one year (but up to five years) by the SAP to assure compliance with the aftercare plan.
3. Undergo return-to-duty drug and alcohol tests. A verified negative result must be obtained before the employee will be permitted to return to work.
4. Accept a Return-To-Work/Last Chance Agreement, in conjunction with the employee's manager, outlining the terms for returning to work. At the discretion of the City, the City may consider alternatives to a Last Chance Agreement subject to the totality of the circumstances. The Agreement will include the following requirements:
 - a. Successful compliance with, and completion of the treatment program and/or substance abuse prevention class, as applicable; and
 - b. Compliance with the after-care plan; and
 - c. Participation in, and compliance with, the requirements of a follow-up testing program;
 - d. Termination of employment for a positive drug or alcohol test under any testing circumstances within the Return-To-Work/Last Chance Agreement time period. For the purposes of the Return-To-Work/Last Chance Agreement, a positive test is any confirmed alcohol concentration of .02 or greater; refusal to test or any confirmed positive drug test, verified by a Medical Review Officer (MRO) and such positive test is mutually considered just cause for termination. Employer will provide due process rebuttal opportunity prior to termination, and
 - e. Employee signature on the Return-To-Work/Last Chance Agreement, acknowledging the acceptance and understanding of the conditions set forth within the agreement, in consideration of continued employment.

Failure to sign the Return-To-Work/Last Chance Agreement or failure to adhere to any of the aforementioned requirements will result in termination of the employee.

PAYMENT OF COSTS ASSOCIATED WITH THE TESTING PROGRAM

Pre-employment

The City will pay the costs associated with pre-employment testing. The City will not pay the candidate's time for a pre-employment test.

Regular and Probationary Employees

The City will pay testing costs including paid time reasonable suspicion and post-accident testing. Additional costs, which result from an employee who voluntarily admits use or violates any of the provisions of this policy, will be the responsibility of

the employee unless those costs are covered by insurance, otherwise covered by any of the City's programs for which the employee is eligible or are the responsibility of the City based on any applicable local, state or federal law. Such costs may include the dependency evaluation, treatment, return-to-duty testing and follow-up testing. An employee who requests to have a test performed on a split specimen following a positive drug result on the primary specimen must make the arrangements and pay for the test through the MRO. The City will reimburse the employee for the testing cost if the test result does not re-confirm the non-negative test. Time loss incurred while seeking an evaluation or participating in treatment programs as well as the time needed to submit to follow-up testing shall be allowed through the use of accrued leave or leave without pay as outlined in City policy or an applicable collective bargaining agreement.

CERTIFICATE OF RECEIPT

Each covered employee will be required to sign a certificate of receipt certifying that they have not only received a copy of this policy but understands the policy.

QUESTIONS REGARDING THIS POLICY

The following City representatives are available to answer questions regarding the information contained in this policy:

Human Resources Director or City Attorney

ALCOHOL/DRUG USE, ABUSE AND TESTING:

Employees with Commercial Driver's License and Safety Sensitive Positions

INTRODUCTION

The City of Tualatin works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to the City's reputation.

This policy applies to all employees and applicants for employment in safety sensitive positions requiring the compliance with all applicable regulations issued by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) mandated urine drug testing and alcohol abuse program and the testing and reporting guidelines for such safety-sensitive positions. This policy revises and supersedes all previous drug and alcohol testing policies and practices. Safety sensitive employees include those required to have a commercial driver's license. The positions of Property Evidence Technician, Police Services Supervisor, and Community Services Officer are also considered safety sensitive due to handling of firearms, ammunition and controlled substances and are subject to the terms of this policy.

PURPOSE

The purpose of this policy is to assure employee fitness for duty and to protect City employees, customers, and the public from risk posed by worker use of drugs or alcohol. This policy is intended to comply with all applicable regulations issued by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) mandated urine drug testing and alcohol abuse program and the testing and reporting guidelines for safety-sensitive positions. This policy sets the City's drug and alcohol abuse program and the testing and reporting guidelines for safety-sensitive employees as required by those regulations.

It is the goal of this policy to prevent substance abuse and rehabilitate rather than terminate employees. However, all persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, and in accordance with any applicable collective bargaining agreement, or in not being hired.

Compliance with DOT/FMCSA drug and alcohol regulations and this policy is a condition of employment.

PROHIBITED SUBSTANCES

The FMCSA regulations prohibit the consumption of the following drugs and drug metabolites: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. In addition to the aforementioned drugs, it is the City's policy to prohibit use of any illegal controlled substance, as well as any drug not approved for medical use by the

USDA or the USFDA. Illegal use includes use of, or impairment by, any illegal drug, misuse of legally prescribed or over-the counter drugs, or illegally obtained prescription drugs.

The FMCSA prohibits the consumption of any alcoholic substance, beverage, or mixture, including any medication containing alcohol within four (4) hours of the employee's scheduled time to report for work, while on duty or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

PROHIBITED BEHAVIOR

The use, possession, distribution, sale, manufacture, dispensation of or intoxication by alcoholic substances or beverages, intoxicants, illegal drugs, controlled substances not medically authorized, related drug paraphernalia, or other substances including prescription drugs which impair the employee's job performance or mental or motor function by any employee or any other person to whom this policy applies while on City premises (including City Vehicles) or in the course of conducting City business (including operating any motor vehicle on behalf of the City) during regular business hours, including while subject to being on-call in a paid status, at lunch or on breaks, is strictly prohibited. "City premises" includes all property rented, leased, owned or controlled by the City, including job sites and parking lots, etc. It also includes all City equipment and vehicles on or off our property.

Safety-sensitive employees on call are prohibited from using alcohol during hours they are on on-call paid status. Any time an employee (not on paid status) is called to report for duty, and the employee has used alcohol within four (4) hours of the call, the employee must turn down the work or acknowledge the use of alcohol and the inability to perform the safety-sensitive function.

Employees who are reasonably suspected of engaging in a prohibited activity or of not being fit for duty due to drug or alcohol misuse will be placed on paid administrative leave pending an investigation and verification. Employees who fail to pass a drug or alcohol test, or who engage in a prohibited activity will be removed from duty and may be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement.

ALCOHOL

Adverse Effects

It is recognized that alcohol is a legal, socially acceptable drug when consumed in moderation. However, when consumed primarily for its physical and mood-altering effects, it is a substance that is subject to abuse. As a depressant, it slows physical responses and progressively impairs mental functions, including the ability to safely operate a motorized vehicle or machinery. The chronic consumption of alcohol over time may result in critical health issues, including dependency, fatal liver disease, ulcers, and increased possibility of cancers. Slurred speech, poor coordination,

inability to walk straight, rapid eye movement, impaired attention or memory, stupor or coma are all signs of alcohol use and problems.

If an alcohol problem is suspected, the Employee Assistance Program should be contacted.

Use

FMSCA requires that no safety-sensitive employee shall report for duty within four (4) hours of using any alcoholic substances or beverages, including medications, or use alcohol while subject to being on-call in a paid status. An employee who has a confirmed alcohol concentration of 0.02 or greater, but less than 0.04, on an evidentiary breath testing device, may result in paid administrative leave and a disciplinary investigation. An employee could be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement. A confirmed alcohol concentration of 0.04 or greater is considered a positive alcohol test and may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement for violation of this policy.

SAFETY-SENSITIVE FUNCTIONS –COMMERCIAL DRIVER'S LICENSE:

In addition to the City's drug and alcohol testing program, employees who are required to carry a commercial driver's license and who perform safety-sensitive functions on behalf of the City on or off City property, are required to participate in the federally mandated drug and alcohol testing program.

. A safety-sensitive function, as defined by the FMCSA, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by §§ 392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of § 393.76 of this subchapter);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

A safety-sensitive employee, under the FMCSA, is considered to be performing a safety-sensitive function when they are actually performing, ready to perform, or immediately available to perform such functions.

A list of all safety-sensitive positions is attached (Exhibit A).

PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. However, it is the policy of the City that each safety-sensitive employee who uses a prescription or over-the-counter medication is responsible for consulting with their healthcare provider and pharmacist to determine whether there are any side effects that may be affecting the employee's ability to safely and competently perform his/her job duties. If the employee or his/her healthcare provider feels that he/she is experiencing any of such side effects, the employee must notify their supervisor or Human Resources before performing or continuing to perform job duties. A fitness for duty exam may be required to verify the employee's ability to safely perform job duties before the employee is allowed to continue his/her work assignment. The employee need not disclose the medical condition for which the medication is being taken unless the City determines that this is necessary to comply with its legal obligations (e.g. properly designating leave or evaluating reasonable accommodations).

Although the lawful use of prescription or over-the-counter medications (other than marijuana) is not grounds for disciplinary action by itself, failure to report the use of such drugs which employee believes will impair job performance, failure to provide proper evidence of medical authorization, or using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label (including but not limited to using medication prescribed to another person) may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement.

MEDICINAL OR RECREATIONAL MARIJUANA

The City of Tualatin, as well as the DOT, views Marijuana as a Schedule 1 controlled substance and prohibits employees from having any detectable level in their system while performing a safety-sensitive function. Being on duty or operation of a Commercial Motor Vehicle is prohibited while using or under the influence of Marijuana.

SEARCHES

The City will not search an employee's person, and no employee will be forcibly searched or detained. Reasonable efforts are made to respect an employee's integrity and privacy during searches; however, refusal to cooperate with lawful

searches and investigations will be considered a violation of this policy and may result in disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement. All illegal drugs or drug paraphernalia found in or on the City's property may be released to law enforcement.

City property such as desks, equipment, lockers, etc., will remain the property of the City and will be subject to general access and search at our discretion.

COMPLIANCE WITH TESTING

Any employee or applicant who refused to comply with a request for testing, who provides false information in connection with a test, who modifies or alters test forms, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution may be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement, or barred from employment.

Refusal will include:

- o An inability to provide a specimen or breath sample without a valid medical reason (confirmed by a physician);
- o Tampering, adulterating, or substituting specimen;
- o Delaying arrival at a designated collection site;
- o Leaving the collection site prior to test completion;
- o Failure to permit an observed or monitored collection when required;
- o Failure to take a second test when required;
- o Failure to undergo a medical evaluation when required;
- o Failure to cooperate with any part of the testing process;
- o Once test is underway, failing to remain at site and provide a specimen;
- o Failure to sign Step 2 of alcohol test form; and
- o Leaving the scene of an accident without good cause prior to submitting to a test.

Such refusals will be treated as insubordination and recorded as a non-negative test, unless otherwise justified by reasonable explanation. The employee will be referred to the substance abuse professional, and may be subject to disciplinary action, up to and including termination, and in accordance with an applicable collective bargaining agreement.

GENERAL PROVISIONS FOR DRUG AND ALCOHOL TESTING

In order to promote and maintain a drug and alcohol-free workplace, the City will utilize a program of drug and alcohol screening. It is the City's policy that this program applies to employees in, and applicants for, safety sensitive positions requiring the compliance with all applicable regulations issued by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) mandated urine drug testing and alcohol abuse program. The program also applies

to the Property Evidence Technician, Police Services Supervisor, and Community Services Officer due to handling of firearms, ammunition and controlled substances.

All drug and alcohol testing will be in accordance with 49 CFR Part 40 (Procedures for Transportation Workplace Drug Testing Programs Sections), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations), and Part 382 (Controlled Substances and Alcohol Use and Testing). These regulations may be obtained from the Human Resources Department

Types of Testing

a. Post-Offer/Pre-Employment

Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo urine drug testing as a condition of employment. As mandated by the FMCSA, applicants will be screened for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. Applicants will be notified of the testing requirement during the application process. Failure to appear, failure to remain at the site prior to commencement of the test and aborting the collection before the test commences is considered a refusal of a pre-employment test.

A verified negative test result is required prior to performing any safety-sensitive functions and is a condition of employment. If the test is cancelled, the applicant must re-take the test and pass before being hired.

Failure to pass will result in the disqualification of the applicant and a rescinding of the conditional job offer.

Current City employees transferring into safety-sensitive positions will not be allowed to perform safety-sensitive duties until the employee takes a pre-employment drug test with a verified negative result. Additionally, current City employees returning to a safety-sensitive position after a period of 90 days or more must take a pre-employment drug test with a verified negative result before performing safety-sensitive duties.

b. Reasonable Suspicion

The FMCSA requires that all employees in safety-sensitive positions be tested for drug and/or alcohol use when there is reasonable suspicion of such impairment or use. A referral for testing will be made when a trained supervisor can articulate and substantiate specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, body odors, or direct observations of drug or alcohol use.

The FMCSA drug testing regulations require that all supervisors must undergo 60 minutes of training on alcohol misuse and 60 minutes on controlled substances use (120 minutes total) before they are qualified to make a reasonable suspicion determination.

The City provides and encourages refresher training for supervisory personnel.

Upon conclusion of the specimen collection, the City, with the employee, will make arrangements for the employee's transportation home and if necessary, pay for transportation. Under no circumstances will the employee be permitted to operate a motor vehicle for the trip home.

c. Post-Accident

All surviving safety-sensitive employees who have a direct or possible involvement in an accident while in the course and scope of their employment will be tested for the presence of drugs and alcohol based on the applicable FMCSA requirements as outlined below.

Under the FMCSA:

A covered employee involved in an accident which involves a commercial motor vehicle shall be tested for alcohol and controlled substance as soon as practicable when the accident criteria meet the following DOT requirements:

- o Covered employee was performing safety-sensitive functions with respect to the vehicle if the accident involved the loss of human life or;
- o Covered employee receives a citation under State or local law for a moving traffic violation arising from the accident, AND
- o Any vehicle involved was towed away OR anyone involved in the accident was immediately transported from the scene for emergency medical care.

Testing Guidelines

If the alcohol test is not administered within two (2) hours of the accident, the City will follow the requirements of 49 CFR 382.

If the drug test is not administered within thirty-two (32) hours or the alcohol test within eight (8) hours of the accident, the City will cease attempts to administer the test and follow the requirements of 49 CFR 382.

It is the responsibility of any covered employee who is subject to post-accident testing to remain readily available for such testing. If the covered employee is not readily available, he/she will be deemed by the City to have refused to submit to testing. This provision shall not be construed to require the delay of necessary medical attention for injured people, to prohibit the employee from leaving the scene of an accident to

obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

Upon conclusion of the specimen collection, the City, with the employee, will make arrangements for the employee's transportation home and if necessary, pay for transportation. Under no circumstances will the employee be permitted to operate a motor vehicle for the trip home.

d. Random

Random testing of safety-sensitive employees will be conducted in a manner consistent with the requirements of 49 CFR 382 (Controlled Substances and Alcohol Use and Testing) and 49 CFR part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).

The City will maintain a listing of the names of all employees in safety-sensitive positions. During the calendar year, drug and alcohol tests will be administered to these employees on a random-selection basis. The City shall ensure that random drug and alcohol tests conducted will be unannounced, immediate and that the dates for administering random tests are spread reasonably throughout the calendar month and year. Testing will be conducted on all days and hours during which safety-sensitive work is performed. All random test notifications will occur while the employee is on the clock. In the event the random test collection extends beyond the end of the shift, the employee will be paid overtime for the additional time, in accordance with the applicable collective bargaining agreement. There is no discretion on the part of management or operations in the selection and notification of individuals for testing.

A computer based random number generator, which is a scientifically valid method, is used for random selections. All safety-sensitive employees shall have an equal chance of being selected each time selections are made.

The minimum annual percentage rates for these tests are set, and can be modified, by the FMCSA. The required testing rate shall be based on the average number of driver positions.

The positions of Property Evidence Technician, Police Services Supervisor, and Community Services Officer are not subject to random testing.

e. Return-to-Duty

All employees who test positive for drugs and/or alcohol, and who are allowed to return to work, must be evaluated for drug and alcohol use by a Substance Abuse Professional (SAP), must complete all disciplinary actions, SAP requirements and must test negative prior to being released for duty as outlined in 49 CFR Part 40.

It is the goal of this policy to prevent substance abuse and rehabilitate rather than terminate employees. However, all persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, in accordance with the applicable collective bargaining agreement, or in not being hired.

f. Follow-Up

Employees permitted to return to duty following a positive test for drugs and/or alcohol will be subject to unannounced follow-up testing as determined by the SAP. The testing will be in accordance with 49 CFR Part 40, subpart O and will be in addition to the employee's selection for testing under the random testing program. Follow-up testing may be required for up to 60 months after returning to safety sensitive duty dependent upon the SAP recommendation.

Methodology

Procedures for specimen collection, chain of custody of specimens, laboratory analysis procedures, and quality control requirements will be in accordance with the United States Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, Final Guidelines, and the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs to assure a high degree of accuracy and reliability.

Substance Abuse Professional Evaluations

An employee who tests positive for drugs or alcohol or refuses a test, will be removed immediately from their safety-sensitive functions and evaluated by a City-designated Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with substance abuse. The evaluation will consist of a clinical assessment, treatment recommendations, and referrals, as appropriate. At a minimum, the employee must participate in a substance abuse education and prevention class. The SAP will inform the City, in writing, of the clinical-assessment-based treatment recommendations, which must be complied with. In addition, the SAP will specify the duration and frequency of follow-up drug and/or alcohol tests. The SAP's evaluations, assessment, treatment recommendations, referrals and follow-up testing recommendations will be in accordance with 49 CFR 40.

Confidentiality

Confidentiality will be maintained throughout the drug and alcohol testing process. To assure confidentiality, all test results will be sent only to the Designated Employee Representative (DER) by means of a secure communication system.

The Human Resources Department will maintain results in a medical file separate from the official personnel file.

The employee has an unqualified right, upon written request, to obtain copies of any records pertaining to their drug or alcohol tests.

Test results will be released without written consent only:

- o To those City personnel directly involved in the decision for the tested employee's disciplinary action or dismissal;
- o To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
- o When an accident investigation is performed by the National Transportation Safety Board; or, when records are requested by the DOT or any DOT agency with regulatory authority.

The City will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Prospective employers are required to obtain records from previous employers, pursuant to a written, signed request from the employee, regarding the drug and alcohol testing of the applicant, including any refusals to be tested, during the preceding two (2) years, or the current federal time length requirement of the date of application for employment. As directed by the specific, written consent of the employee, information regarding the employee's record will be released to an identified person. The background check also applies to employees transferring from a non-safety sensitive position into a covered position.

As mandated by state statute in Oregon, licensed commercial drivers applying for a safety sensitive position will be asked to consent to a check of their drug and alcohol testing records from the Oregon Department of Motor Vehicles. Applicants will also be asked to disclose if they have failed any DOT pre-employment tests for the past 2-years, or the current federal time length requirement. If the applicant refuses to consent to the federal or state history checks or refuses to disclose the necessary information, the offer for employment shall be withdrawn.

Notification of Criminal or Driving While Intoxicated Conviction

The Drug Free Workplace Act of 1988 requires all employees to notify the Human Resources Department of any conviction under a criminal drug statute for violations occurring on City property within five (5) days of conviction. This notification must occur within five (5) days of conviction or violation. Within 30 days, the City will make a determination of action based on the incident and employees may be subject to disciplinary action, up to and including termination, and in accordance with the applicable collective bargaining agreement, depending upon the circumstances. Failure to report such conviction, or violation, may result in disciplinary action, up to

and including termination, and in accordance with the applicable collective bargaining agreement.

EMPLOYEE ASSISTANCE PROGRAM

The City recognizes its commitment and responsibility to its employees by seeking to provide, through the Employee Assistance Program (EAP) and/or Substance Abuse Professional (SAP), an opportunity for employees to deal with drug and alcohol-related problems. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the EAP and/or SAP in complete confidence and without jeopardizing his/her employment with the City solely because of the request for assistance. Telephone numbers for the EAP and SAP are available from the DER and/or the Human Resources Department. Other treatment programs for drug and alcohol problems are available through the health and welfare providers selected by individual employees and may be covered by benefits programs offered by the City.

Although employees are encouraged to receive help for drug and alcohol problems, participation in an Employee Assistance Program and/or SAP will not excuse an employee's failure to comply with the requirements of this policy.

EDUCATION AND TRAINING

FMCSA regulations require that all supervisors of safety-sensitive employees receive 60 minutes of training on alcohol misuse and 60 minutes on controlled substances use (120 minutes total). Supervisors who make reasonable suspicion determinations must have training on physical, behavioral, and performance indicators of probable drug and alcohol misuse.

Safety-sensitive employees will receive this policy, educational materials and/or training which include information on the effects and consequences of prohibited drug use on personal health, safety, the work environment, and indicators of prohibited use. Employees will also receive information on the effects of alcohol misuse on personal health, safety, the work environment, and available methods of intervention.

DISCIPLINE

Probationary employees

Probationary employees who violate any provision of this policy will be subject to disciplinary action, up to and including termination.

Regular employees

Any regular status, covered employee who violates any provision of this policy may be subject to disciplinary action, up to and including termination, and in accordance with the applicable collective bargaining agreement. This may include voluntary

compliance with the Employer Return-To-Work/ Last Chance Agreement. Such an agreement shall include the conditions under which the employee shall be allowed to continue their employment with the City. It may also include a requirement for continued compliance and satisfactory completion of any treatment prescribed by the substance abuse professional including after-care programs and special requirements by the City, or any other requirements deemed appropriate by the parties involved, including termination if the conditions of the agreement are not met. The City shall decide on a case-by-case basis, taking into consideration performance, other employment factors and the nature of the violation when determining the degree of disciplinary action or if the covered employee is eligible to participate in a last chance agreement.

RETURN-TO-WORK REQUIREMENTS

Prior to being allowed to return to work, all safety sensitive employees that test positive for drugs or alcohol, as defined under the terms of this policy, and who, are allowed to return to work, will be required to successfully complete the following:

1. Meet with a Substance Abuse Professional (SAP) for assessment. The employee is financially responsible for any and all costs associated with the SAP process and required follow-up drug/alcohol testing.
2. Abide by the treatment recommendations made by the SAP, including successful completion of any treatment program or substance abuse prevention class, as applicable, and monitoring for a minimum of one year (but up to five years) by the SAP to assure compliance with the aftercare plan.
3. Undergo return-to-duty drug and alcohol tests. A verified negative result must be obtained before the employee will be permitted to return to work.
4. Accept a Return-To-Work/Last Chance Agreement, in conjunction with the employee's manager, outlining the terms for returning to work. At the discretion of the City, the City may consider alternatives to a Last Chance Agreement subject to the totality of the circumstances. The Agreement will include the following requirements:
 - a. Successful compliance with, and completion of the treatment program and/or substance abuse prevention class, as applicable; and
 - b. Compliance with the after-care plan; and
 - c. Participation in, and compliance with, the requirements of a follow-up testing program;
 - d. Termination of employment for a positive drug or alcohol test under any testing circumstances within the Return-To-Work/Last Chance Agreement time period. For the purposes of the Return-To-Work/Last Chance Agreement, a positive test is any confirmed alcohol concentration of .02 or greater; refusal to test or any confirmed positive drug test, verified by a Medical Review Officer (MRO) and such positive test is mutually considered just cause for termination. The City will provide due process rebuttal opportunity prior to termination, and

- e. Employee signature on the Return-To-Work/Last Chance Agreement, acknowledging the acceptance and understanding of the conditions set forth within the agreement, in consideration of continued employment.

Failure to sign the Return-To-Work/Last Chance Agreement or failure to adhere to any of the aforementioned requirements will result in termination of the employee.

PAYMENT OF COSTS ASSOCIATED WITH THE TESTING PROGRAM

Pre-employment

The City will pay the costs associated with pre-employment testing. The City will not pay the candidate's time for a pre-employment test.

Regular and Probationary Employees

The City will pay testing costs including paid time for random, reasonable suspicion and post-accident testing. Additional costs, which result from an employee who voluntarily admits use or violates any of the provisions of this policy, will be the responsibility of the employee unless those costs are covered by insurance, otherwise covered by any of the City's programs for which the employee is eligible or are the responsibility of the City based on any applicable local, state or federal law. Such costs may include the dependency evaluation, treatment, return-to-duty testing and follow-up testing. An employee who requests to have a test performed on a split specimen following a positive drug result on the primary specimen must make the arrangements and pay for the test through the MRO. The City will reimburse the employee for the testing cost if the test result does not re-confirm the non-negative test. Time loss incurred while seeking an evaluation or participating in treatment programs as well as the time needed to submit to follow-up testing shall be allowed through the use of accrued leave or leave without pay as outlined in City policy or an applicable collective bargaining agreement.

CERTIFICATE OF RECEIPT

Each covered employee will be required to sign a certificate of receipt certifying that they have not only received a copy of this policy but understands the policy, which is the basis for implementing the requirements of the U.S. Department of Transportation Federal Motor Carrier Safety Administration rules and regulations pertaining to alcohol and controlled substances testing of covered employees.

QUESTIONS REGARDING THIS POLICY

The following City representatives are available to answer questions regarding the information contained in this policy:

Human Resources Director
City Attorney

EXHIBIT A – To Testing Policy

SAFETY-SENSITIVE POSITIONS

Safety Sensitive Under FMCSA Authority/Commercial Driver's License

Operations Maintenance Technician
Park Maintenance Technician I
Park Maintenance Technician II
Utility Technician I
Utility Technician II
Utility Technician III
Fleet Services Technician I
Fleet Services Technician II
Facilities Maintenance Technician I
Facilities Maintenance Technician II
Parks Maintenance Division Manager
Water Division Manager
Street/Sewer/Storm Division Manager
Maintenance Services Manager

Other Safety Sensitive Positions: (not subject to random testing)

Property Evidence Technician
Police Services Supervisor
Community Service Officer

EXHIBIT D – STANDBY PERSONNEL PROCEDURE

OPERATIONS DEPARTMENT STANDBY PERSONNEL PROCEDURE

This procedure is for public works related emergencies only. Public works related emergencies are items dealing with streets, street signs, storm drainage and sanitary sewer problems and domestic water problems. Utility Technician II's and Park Maintenance Technician II's will be assigned to work the emergency standby system. Assignment of these employees to the emergency standby system will be executed by the Water, Street/Sewer/Storm and Park Maintenance Supervisors, and subject to the approval of the Public Works Director.

1. The standby period will be one (1) week in length. The period will begin at 8:30 a.m. on Tuesday and continue until 8:30 a.m. on Tuesday of the following week. The standard shift will be 8:30 a.m. to 5:00 p.m. including two (2) fifteen (15) minute breaks and a half (½) hour lunch.
2. The Technician II on standby will be given a pager and/or cell phone so that they may be reached at any time, twenty-four (24) hours a day.
3. If a Utility Technician I is assigned with the Utility Technician II he/she will assume the standby period shift change as stated in item number 1 above.
4. Employees on standby will not be allowed to use intoxicating substances during their given standby week.
5. Employees on standby will be required to stay within the greater Portland Metropolitan area.
6. Standby employees must respond to a call out within fifteen (15) minutes, and then report to the Operations Center or problem site as soon as possible.
7. If employees are called out while on standby, they will receive compensation in accordance with the collective bargaining agreement.
8. If the emergency is of significant nature, or if additional assistance is necessary, the appropriate supervisor will be notified. If the supervisor is unavailable, the Public Works Director will be notified. If at this point neither the supervisor nor the Public Works Director can be contacted, the Technician II can call in what additional assistance they deem necessary. If at the judgment of the Technician the emergency is of significant nature, either the City Engineer or the City Manager will be advised of the situation.
9. It will be the responsibility of the scheduled standby employee to make arrangements for either another Technician II (or their supervisor when necessary)

to cover their shift if they are unable to work for such reasons as sickness or personal emergency. The supervisor is to be notified of such a change.