

COLLECTIVE BARGAINING AGREEMENT

FY 2023-2026

CITY OF SALEM, OREGON
AND
911 PROFESSIONAL COMMUNICATION
EMPLOYEES' ASSOCIATION

TABLE OF CONTENTS

| Provision | Page |
|--|------|
| PREAMBLE | 1 |
| ARTICLE 1 - RECOGNITION | 1 |
| 1.1 Representation | 1 |
| 1.2 Excluded Employees | 1 |
| ARTICLE 2 - MANAGEMENT RIGHTS | 2 |
| 2.1 Traditional Management Rights | 2 |
| 2.2 Right to Subcontract | 2 |
| ARTICLE 3 - ASSOCIATION SECURITY | 3 |
| ARTICLE 4 - EMPLOYEE RIGHTS | 4 |
| ARTICLE 5 - DIRECT COMPENSATION | 6 |
| 5.1 Compensation Plan | 6 |
| 5.2 Pay Range for New Classification | 6 |
| 5.3 Pay Periods | 6 |
| 5.4 Correction of Paycheck errors | 7 |
| 5.5 Salary Schedule Administration and Probation | 8 |
| 5.6 Early Payroll Checks | 9 |
| 5.7 Bilingual Pay Incentive | 9 |
| 5.8 Deferred Compensation Contribution | 10 |
| ARTICLE 6 - INSURANCE BENEFITS | 11 |
| 6.1 Health Care Benefits Program | 11 |
| 6.2 Part - time Benefits | 13 |
| 6.3 Health Examinations | 13 |
| 6.4 Long Term Disability Insurance | 14 |
| 6.5 Retired Employee Coverage | 14 |
| 6.6 Unpaid Leave and Premium Proration | 14 |
| 6.7 Life Insurance | 14 |
| ARTICLE 7 - RETIREMENT PLAN | 15 |
| 7.1 PERS/OPSRP | 15 |
| ARTICLE 8 – HOLIDAYS | 16 |
| 8.1 Regular Holidays | 16 |
| 8.2 Weekend Holidays | 16 |
| 8.3 Floating Holiday | 16 |
| 8.4 Holidays for Part-time Career Employees | 17 |
| 8.5 Holidays During Paid Leaves | 17 |
| 8.6 Holiday Pay | 17 |
| 8.7 Holidays Worked | 17 |
| 8.8 Holiday Pay Upon Termination | 17 |
| 8.9 Hardship Payment Request | 18 |
| ARTICLE 9 - VACATION LEAVE | 19 |
| 9.1 Vacation Accrual | 19 |
| 9.2 Vacation Use and Scheduling | 19 |
| 9.3 Vacation Accrual While on Leave | 20 |

| | | |
|---|--|----|
| 9.4 | Maximum Accumulation..... | 20 |
| 9.5 | Transfer of Vacation Leave..... | 21 |
| 9.6 | Vacation Pay Upon Termination | 21 |
| ARTICLE 10 - SICKNESS AND INJURY LEAVE..... | | 22 |
| 10.1 | Sick Leave Accrual | 22 |
| 10.2 | Transfer of Sick Leave..... | 22 |
| 10.3 | Use of Sick Leave..... | 22 |
| 10.4 | Sick Leave Verification | 24 |
| ARTICLE 11 - OTHER LEAVES | | 25 |
| 11.1 | Association Leave | 25 |
| 11.2 | Witness or Jury Duty..... | 25 |
| 11.3 | Educational Leave | 25 |
| 11.4 | Leave Without Pay | 26 |
| 11.5 | Government Service Leave | 26 |
| 11.6 | Protected Leave | 26 |
| 11.7 | Paid Leave Oregon..... | 27 |
| 11.8 | Bereavement Leave | 27 |
| 11.9 | Catastrophic Leave..... | 28 |
| ARTICLE 12 - CONDITIONS UPON USE OF LEAVE | | 29 |
| 12.1 | Notification of Absence | 29 |
| 12.2 | Failure to Return From Leave..... | 29 |
| 12.3 | Absence Without Leave..... | 29 |
| ARTICLE 13 - HOURS OF WORK AND OVERTIME | | 30 |
| 13.1 | Definitions..... | 30 |
| 13.2 | Posting of Work Schedules..... | 30 |
| 13.3 | Work Schedule Notice and Assignment..... | 31 |
| 13.4 | Scheduling..... | 31 |
| 13.5 | Reporting Time | 32 |
| 13.6 | Rest and Meal Breaks | 32 |
| 13.7 | Overtime Eligibility | 33 |
| 13.8 | Overtime Distribution | 33 |
| 13.9 | Compensatory Time | 34 |
| 13.10 | Call - Back Time | 34 |
| 13.11 | Standby Time | 35 |
| 13.12 | Emergency Operations | 35 |
| 13.13 | Split Shifts..... | 35 |
| 13.14 | Daylight Savings Time Transition | 36 |
| 13.15 | Trade Time or Shift Trades..... | 36 |
| ARTICLE 13-A – OVERTIME/STANDBY..... | | 37 |
| 13.1-A | Purpose | 37 |
| 13.2-A | Minimum Staffing Guidelines | 37 |
| 13.3-A | Posting Overtime/Standby | 37 |
| 13.4-A | Additional and Last-Minute Overtime..... | 37 |
| 13.5-A | Signing up for Overtime/Standby..... | 37 |
| 13.6-A | Bumping Overtime/Standby..... | 38 |
| 13.7-A | Mandated Overtime/Standby..... | 39 |

| | | |
|--|--|----|
| 13.8-A | Unavailable (UA) Days | 40 |
| 13.9-A | Canceling Overtime | 40 |
| 13.10-A | Illness | 41 |
| 13.11-A | Monitoring of Overtime/Standby | 41 |
| ARTICLE 14 - WORKING CONDITIONS..... | | 42 |
| 14.1 | Safety | 42 |
| 14.2 | Mileage Reimbursement..... | 42 |
| 14.3 | Training..... | 42 |
| 14.4 | Human Resources Rules and Agreement | 42 |
| 14.5 | Personnel Records | 42 |
| ARTICLE 15 – VACANCIES/HIGHER CLASSIFICATION WORK..... | | 44 |
| 15.1 | Filling Vacancies..... | 44 |
| 15.2 | Written Offers | 44 |
| 15.3 | Working in a Higher Classification | 44 |
| ARTICLE 16 - LAYOFF..... | | 46 |
| ARTICLE 17 - DISCIPLINE AND DISCHARGE | | 48 |
| 17.1 | Disciplinary Action | 48 |
| 17.2 | Discipline During Probationary Period | 48 |
| 17.3 | Disciplinary Interviews | 48 |
| ARTICLE 18 - DISPUTE SETTLEMENT | | 51 |
| 18.1 | Grievance Definition | 51 |
| 18.2 | Exclusive Remedy | 51 |
| 18.3 | Time Limits and Procedures | 51 |
| 18.4 | Informal Discussion Permitted | 51 |
| 18.5 | Grievance at Step 1 | 51 |
| 18.6 | Grievance at Step 2..... | 52 |
| 18.7 | Grievance at Step 3..... | 53 |
| 18.8 | Grievance at Step 4..... | 53 |
| 18.9 | Confidentiality | 55 |
| 18.10 | Designation of Substitutes | 55 |
| 18.11 | Absence from Workstation..... | 55 |
| ARTICLE 19 - MISCELLANEOUS PROVISIONS | | 56 |
| 19.1 | Existing Conditions | 56 |
| 19.2 | Amendments | 56 |
| 19.3 | Savings Clause..... | 56 |
| ARTICLE 20 - USE OF ALCOHOL AND DRUGS..... | | 57 |
| 20.1 | Policy Statement: Employee Assistance Program..... | 57 |
| 20.2 | Rehabilitation | 57 |
| 20.3 | Prohibited Conduct | 57 |
| 20.4 | Under The Influence | 58 |
| 20.5 | Discipline and Other Action | 58 |
| 20.6 | Testing Requirements..... | 58 |
| 20.7 | Reasonable Suspicion | 60 |
| 20.8 | Consequences of Test Results..... | 61 |
| 20.9 | Voluntary Programs | 61 |
| 20.10 | Searches | 61 |

| | | |
|-------|--------------------------------------|----|
| 20.11 | Consequences of Search Results | 62 |
| | ARTICLE 21 - AGREEMENT TERMS | 63 |
| 21.1 | Agreement Term..... | 63 |
| 21.2 | Execution..... | 63 |
| | APPENDIX A - Pay Plan..... | 64 |

PREAMBLE

This AGREEMENT, entered into between the CITY OF SALEM, an Oregon municipal corporation, hereinafter referred to as "City," and 911 Professional Communication Employees' Association, hereinafter referred to as "Association," has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Representation

The City recognizes the Association as the sole and exclusive employee representative for all full-time and part-time employees in the classifications of Communications Specialist, Communications Specialist I, Communications Specialist II, and Communications Specialist III.

1.2 Excluded Employees

Employees not covered by this Agreement nor represented by the Association are those who are: represented by a labor organization other than the Association; employed in seasonal positions; supervisors, management or confidential (as defined in ORS 243.650 (14) and (6), respectively).

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Traditional Management Rights

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

2.2 Right to Subcontract

(A) The City shall have the right to subcontract the work performed by bargaining unit members during the term of this Agreement. The City shall notify the Association of its intent to subcontract the work performed by bargaining unit members by providing the Association with the Request for Proposal. The Association shall have the right to schedule a meeting(s) to discuss such prospective subcontracting and to request additional information regarding such subcontracting from the City.

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

(B) Employees who are laid off as a result of subcontracting as described in Article 2.2(A), shall be eligible for severance pay in the amount of \$250.00 for each full year of service computed from the employee's continuous service date. In addition, such employees shall receive a written notice describing how they can contact the Human Resources Department to obtain information about current position vacancies. The City also will provide the name(s) of such employees to the contractor who is awarded the contract for services.

ARTICLE 3 - ASSOCIATION SECURITY

3.1 The City agrees to deduct the monthly Association membership dues from the pay of those employees who individually request deductions in writing.

3.2 Such a deduction shall constitute the employee's dues if the employee is a member of the Association. Such deduction shall be made only if the employee's accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

3.3 The City shall deduct and disburse dues by electronic fund transfer (EFT), as provided herein to the Association bi-monthly by one-half (1/2) of the amount in the first check of the month and the other one half (1/2) in the second check of the month following the pay period for which deductions are made.

3.4 The City shall correct errors in deductions provided in this Article within a reasonable time, not to exceed thirty (30) days from the City's discovery or employee's written notice of the error. The Association agrees to indemnify, defend, and hold the City harmless against any claims made or suits begun against the City as a result of this Article.

3.5 The Association may grieve any failure by the City to meet its obligations under this Article.

3.6 The City agrees that there shall be no charge to the Association for withholding dues. However, should the Association change the computational basis of dues deduction, the actual cost of any computer reprogramming shall be reimbursed to the City by the Association.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employment relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights.

4.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, association, family relationship, or mental or physical handicap except where bona fide occupational qualifications exist. In recognition of the various State and Federal statutes and rules governing such nondiscrimination standards, the parties agree that arbitration of a grievance shall not be allowed over any alleged violations of this subsection.

4.3 The parties agree to the primary principle that Association activities will normally be performed outside of working hours. Where Association activities are performed without disruption to City operations or employee work performance, they are authorized and shall be done without loss of pay to the employees involved.

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

4.5 The Association President shall provide in writing the name, office, and business address of its representatives to the City's Human Resources Director.

The City may refuse to recognize the Association's representatives until so notified.

4.6 Two (2) Association stewards shall be allowed to use their accrued paid leave from their duty or workstation for a period of time not to exceed two (2) shifts once each calendar year, when the steward's supervisor receives written

notice at least ten (10) calendar days before the leave is to be used, for the purpose of attending a formal Association-conducted steward training session.

4.7 Bulletin Boards. The City agrees to authorize the use of bulletin board space in a convenient place to be used by the Association in communicating with employees.

4.8 Meetings. Meetings between the City and the Association may be held, if practical, during regular working hours on the premises of the City and without loss of pay to the authorized participating employees.

4.9 Contract Negotiations. During contract negotiations, the City shall be limited in its obligation to let bargaining unit members off with pay for negotiations so that no more than two (2) members are off with pay at any one-time during negotiations, if operational staffing allows and approved by Operations Manager an additional unit member may be allowed off with pay. The date, time and place for negotiation meetings shall be established by mutual agreement of the parties. The Association will have the members who are to be off with pay during negotiations keep their supervisors advised of the dates and times of bargaining sessions as they are agreed to between the parties.

(A) Time off without loss of pay shall occur only during such periods when the subject employees are normally scheduled to work. In no event shall time spent in negotiations beyond an employee's normal workday qualify for additional or overtime compensation.

If any bargaining team member is scheduled to work a graveyard shift the night before a negotiation session, the City will make every attempt to schedule bargaining sessions at 3:00 p.m., provided the operational requirements of the 9-1-1 center are covered.

(B) Activities in preparation for negotiations shall qualify for the above time off without loss of pay. Preparation time shall be limited to no more than one (1) hour for the two employees on pay status, which may be used before, or after the bargaining sessions.

ARTICLE 5 - DIRECT COMPENSATION

5.1 Compensation Plan

Effective July 1, 2023, each step of the salary schedule will be increased by three percent (3%) for Communications Specialist, Communications Specialist I, Communications Specialist II and Communications Specialist III, as outlined in Appendix A.

As of July 1, 2024, each step of the salary schedule will be increased by three percent (3%) for Communications Specialist, Communications Specialist I, Communications Specialist II and Communications Specialist III, as outlined in Appendix A.

As of July 1, 2025, each step of the salary schedule will be increased by three percent (3%) for Communications Specialist, Communications Specialist I, Communications Specialist II and Communications Specialist III, as outlined in Appendix A.

(A) Incentive Pay

Employees who provide the Operations Manager a completed DPSST certificate will earn the following:

- 1% for an intermediate certificate
- 2% for an advanced certificate

Certificate pay does not stack, employees are eligible for one certificate pay at a time.

5.2 Pay Range for New Classification

Whenever the City establishes a new classification in the bargaining unit, it shall notify the Association in writing of the new classification specification and the provisional salary range. Within fourteen (14) calendar days of receipt of such City notice, the Association shall notify the City in writing of its agreement or disagreement with the City's provisional salary range for the new classification. If the Association disagrees with the proposed provisional salary range, the Association and the City shall negotiate that issue under the terms of state law. The City shall have the right to employ persons at its provisional salary range during the term of negotiations and arbitration, subject to full retroactive payment to all affected employees upon the conclusion of negotiation and arbitration.

5.3 Pay Periods

(A) The annual salaries and wages of employees shall be paid in twenty-six (26) biweekly (every other week) payments. In the event a regularly scheduled pay date falls on a holiday, the last preceding workday shall be the regular payday. Notwithstanding, for Thanksgiving, the payday will be the Friday after Thanksgiving for electronic (EFT) deposits and the Monday after Thanksgiving for paychecks and copies of the electronic (EFT) deposits.

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

(C) The City may elect, to modify its itemized paycheck reports to comply with electronic statements of earnings as provided within ORS 84.022; ORS 165.002; ORS 839.020-0012(3). Prior to making this change, the City shall provide the Association with notice and an opportunity to bargain over this change in accordance with ORS 243.698.

5.4 Correction of Paycheck errors

(A) Underpayments: Computation Errors – payroll errors shall be corrected pursuant to ORS 652.120.

(B) Overpayments: In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the over payment, the City shall notify the employee and the Association, in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid by the employee. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- (1) The City shall not be allowed to correct payroll errors that occurred more than three (3) years prior to the date the City notifies the employee of the payroll error.
- (2) The employee, the Association and the City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification by the City to the employee and the Association.
- (3) If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in subsection (4) below.
- (4) If the overpayment amount to be repaid is more than five

percent (5%) of the employee's regular biweekly base pay (gross amount of biweekly pay not including overtime earned in that pay period), the overpayment shall be recovered in biweekly amounts not to exceed five percent (5%) of the employee's regular biweekly base pay. If an overpayment is less than five percent (5%) of the employee's regular biweekly base pay, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount will be deducted from the employee's final check(s).

- (5) If the Association and/or an employee disagree with the City's determination that an overpayment has been made to the employee, the Association may grieve the determination through the grievance procedure.
- (6) This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. Should the City pursue any course of action against the employee that is outside the scope of this Agreement, the City shall provide contemporaneous notice and copies of such actions to the Association.

5.5 Salary Schedule Administration and Probation

(A) All newly hired employees shall serve a probationary period of twelve (12) months from the date of initial appointment to a position in career service. All re-hired employees who left employment within the prior two (2) years shall serve a probationary period of twelve (12) months from date of re-hire.

(B) Probation - Employees shall be granted a step increase beginning on the next pay period following satisfactory completion of their probation as defined in Article 5. Thereafter, employees who receive satisfactory performance appraisals shall be granted annual step increases until the top step in the salary range is attained. These step increases shall be effective on the next pay period following the completion of each year's service.

(C) Communication Specialists who have completed probation, successfully completed all training and review, and have been signed off by the Training Coordinator to work on one (1) police radio shall receive working-out-of-classification (WOC) pay for all hours assigned to work solo on those radios. The WOC pay rate shall be five percent (5%) above the employee's regular hourly rate of pay.

(D) Promotional Probation – An employee who is promoted through a promotional recruitment process to a higher paid classification shall receive either a 5% increase or an increase to the next higher step of the promoted classification, whichever is greater, and shall serve a promotional probationary period of six (6) months from the date of the promotion. This promotional increase may not exceed the top step of the higher range. Promoted employees shall be granted a step increase upon being promoted and after satisfactory completion of six (6) months' probation. Step increases that are a result of promotion to a higher paid classification within the bargaining unit are independent of annual step increases.

Communication Specialists who have successfully completed training on all Police Radios shall be promoted and receive either a 5% increase or an increase to the next higher step of the promoted classification, whichever is greater as a CS I effective at the start of the next pay period, after having completed the training. Auto promotion from CS I to CS II will follow the same procedures.

(E) CS III Working-out- of- Class (WOC) pay

When a CS III is working in the role of a CSS, they will receive an additional five percent (5%) pay for the period of time they work out of classification, rounded to the nearest fifteen (15) minutes. This will apply when a CS III is asked to be the acting supervisor on the unit floor, in the absence of the scheduled supervisor. WOC pay will apply to a CS III in the following circumstances:

1. When they are on schedule as a CSS for any period of their shift (standard shift or overtime).
2. When they are asked to be the CSS as a last-minute schedule change, such as the on-duty CSS going home sick or calling out sick the same day.

5.6 Early Payroll Checks

Early payroll checks will not be issued except by authorization of the Human Resources Director, or a designee based upon proof of emergency circumstances.

5.7 Bilingual Pay Incentive

An employee who is determined to be fluent in another language shall receive in addition to their regular salary an amount equal to five percent (5%) of their base salary. Fluency is determined based upon a standard testing program established by the City.

The City may re-test employees who are receiving bilingual incentive to ensure their skills are proficient. Should the employee not pass the proficiency exam, bilingual incentive pay will cease until the employee passes the examination.

5.8 Deferred Compensation Contribution

Effective July 1, 2024, the City shall make a monthly contribution of one percent (1%) to each employee's deferred compensation plan.

ARTICLE 6 - INSURANCE BENEFITS

6.1 Health Care Benefits Program

(A) Medical, dental, and vision care benefits shall begin upon the first day of the calendar month following the employee’s hire date, or if the employee’s hire date is the first regular business day of the month, benefits shall begin on the first day of the calendar month in which the employee was hired.

(B) The City will maintain the PPO (Preferred Provider Organization) Medical Insurance Plan, which provides coverage based upon an 80%/60% co-insurance, and deductibles of \$250/\$500/\$750, with maximum per person/family costs of \$1250/\$2500/\$3750 per year, and the prescription co-pay plan shall be as outlined below, unless other changes are required by State or Federal Law.

(C) The City contribution shall be limited to ninety-five percent (95%) of the total premium cost of the plan with the employee paying the remaining five percent (5%) through pre-tax payroll deduction based upon the dependency category of the employee (1 person, 2 adults, 2 adults and 1 or more child(ren) or 1 adult and 1 or more children). Employee payments will begin in December each year for the January 1, effective date of the following year.

The City contribution to the Kaiser Permanente health insurance plan premiums for employees that elect the Kaiser plan shall be the same percentage outlined in Article 6.1 C. However, if the total monthly premium set by Kaiser Permanente exceeds the City’s contribution to the PPO plan, the difference will be paid by the employee through pre-tax payroll deduction.

(D) All eligible employees hired after the effective date of the Agreement ratification shall be eligible to participate in the “Traditional Dental Plan or Willamette Dental Plan” and “\$500 Vision Plan”.

(E) The prescription coverage offered under the PPO Plan is a three (3) tiered plan as follows:

Retail, up to Thirty (30) day supply:

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

Mail Order, Ninety (90) day supply:

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

(F) High-Deductible Plan:

For full-time career employees who elect to enroll in the high-deductible medical plan, the City contribution to medical premium shall be one hundred percent (100%), and the City's contribution to the Health Savings Account (HSA) shall be as follows:

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

(G) Opt Out: The City shall contribute \$225 per month to a HRA VEBA or HSA account for each full-time eligible employee who opts out of all City sponsored health benefit plans (medical, vision, and dental). Eligible part-time career employees will receive a pro-ration of the \$225 based on their FTE. To be eligible for this opt-out provision, the employee must meet all of the following conditions:

- (1) The employee and dependents shall be enrolled in another employer's group health plan (e.g. a spouse's employer group plan) that provides minimum essential health coverage as required by the Affordable Care Act, and the employee shall provide documentation of such enrollment upon each annual opt-out election time and upon City's request;
- (2) The employee and dependents shall not use HRA VEBA funds to purchase a health plan in the Marketplace, a state exchange, or through the individual insurance market;
- (3) The employee cannot revoke the opt-out election until the next open enrollment period for the coverage in the following

calendar year, unless the employee experiences and provides timely notice and documentation of a qualifying event, including loss of other employer group health insurance coverage, a qualifying status change, or the acquisition of a new dependent; and

- (4) The employee shall sign a waiver each year agreeing to these conditions.
- (5) In no case shall the opt out incentive be available to a job share employee unless both employees under the job share agreement elect to opt out of all City sponsored health benefit plans (medical, vision, and dental). If both employees opt out, then they may each receive the opt out incentive in the amount of \$112.50 per person per month.

(H) Any employee health insurance premium contribution shall be made by the employee through an automatic pre-tax payroll deduction.

6.2 Part - time Benefits

(A) The City shall make available the same health care benefits for career part-time employees as are made available to full-time members of the bargaining unit through Article 6.1 above. The City and the career part-time employee shall share the premium costs of such benefits. The City shall be obligated to pay a portion of the monthly insurance premium based on the career part-time employee's budgeted work schedule. For example, if a part-time career employee has a 0.5 budgeted FTE, then the City's contribution shall be limited to half of 95% of premium. The part-time career employee shall pay the remaining balance of health insurance premium through pre-tax payroll deduction.

(B) The career part-time employee shall be obligated through payroll deduction to pay the balance which, when added to the City contribution determined in (A) above, equals the total monthly premiums for each benefit coverage for which the employee is enrolled.

6.3 Health Examinations

The City may require an employee to submit to a health/mental health examination by a City-designated health care practitioner (HCP) during work time for reasons related to direct employment interests of the City. The HCP shall report only conclusions about the medical fitness of the employee in relationship to the work the employee is expected to perform, and the HCP shall not be requested to report the employee's diagnosis or details of a specific nature except as provided by Oregon law. The City shall pay the full costs of any health examinations required under this Article and employee time devoted to said

exam shall be considered hours worked. The medical report shall go only to the Human Resources Director or a designee, with one copy being provided to the employee, and one copy provided to the Association's legal counsel.

6.4 Long Term Disability Insurance

During the term of this Agreement, the City shall make available to employees a long-term disability benefit (LTD) to insure sixty percent (60%) of the employee's pre-disability earnings, up to the \$5,000 monthly benefit maximum. Benefits under the policy will be available to employees who are disabled due to an off or on-the-job injury or illness. Eligibility under the policy is determined by the insurance carrier. The goal of the plan is to protect against loss of regular income, not to produce any excess over normal gross wages. The waiting period for LTD benefits will be ninety (90) calendar days.

Benefits paid by LTD are not considered City paid leave or City paid time. Employee may use any form of accrued leave available, at the employee's discretion while on LTD. Employees who wish to use accrued leave while on LTD should contact the LTD insurance carrier to determine what, if any, offsets or deductible, may apply. Employees on LTD who have exhausted all paid leave or chose not to use accrued leave will be placed on leave without pay status. Employees in an unpaid status may, at the employee's expense, purchase health insurance as allowed by law.

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

6.5 Retired Employee Coverage

Health insurance benefits will be extended to retirees pursuant to State (ORS 743.610) and Federal (COBRA) law.

6.6 Unpaid Leave and Premium Proration

Unless on protected leave, an employee who utilizes in excess of eighty (80) hours' unpaid leave during a calendar month may have the City's premium contribution for health benefits prorated by fifty percent (50%).

6.7 Life Insurance

The City will provide each employee with a forty-thousand-dollar (\$40,000) term and AD&D life insurance coverage benefit/plan.

ARTICLE 7 - RETIREMENT PLAN

7.1 PERS/OPSRP

(A) The City of Salem participates in the Oregon Public Employee Retirement System (PERS) and Oregon Public Services Retirement Plan (OPSRP). The City shall contribute the employee's six percent (6%) of salary to the employee's Individual Account Program (IAP). The employee's contribution to PERS six percent (6%) will be picked up by the City as a pre-tax contribution. Should future unforeseen reasons cause ORS 238.205 "pick-up" to no longer be permitted, the parties agree that they will enter bargaining regarding this change with the specific goal of not negatively impacting employee's net take home pay.

(B) The City participates in the conversion of unused sick leave hours to increase final average salary at retirement for eligible employees. This shall be done in accordance with PERS Tier I and II rules and procedures.

(C) It is understood that plan eligibility (Tier I/II, and OPSRP) and related benefits under the plan are determined by PERS.

(D) As of the date that an employee becomes a member of the OPSRP Individual Account Program (IAP) established by Section 29 of Chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the City shall not be considered to be "salary" under Section 1 (16) of Chapter 733, Oregon Laws 2003, for the purposes of computing an OPSRP pension program member's "final average salary" under Section 10, Chapter 733, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Law 2003.

7.2 The City shall continue to offer a deferred compensation plan to employees who wish to contribute through payroll deduction. Effective January 1, 2024, each new employee will be automatically enrolled in the City's deferred compensation program, and employees will contribute one percent (1%) of pre-tax base hourly wage per pay period unless the employee chooses to opt out.

ARTICLE 8 – HOLIDAYS

8.1 Regular Holidays

The following days (each a twenty-four (24) hour period from midnight to midnight) shall be recognized and observed as holidays on the days specified below. Employees shall be paid for working on a holiday if the start of their shift or posted overtime block begins within the twenty-four-hour period of the observed holiday:

- (A) New Year's Day - January 1st
- (B) Martin Luther King, Jr. Day - Third Monday in January
- (C) Presidents' Day - Third Monday in February
- (D) Memorial Day - Last Monday in May
- (E) Juneteenth – June 19th
- (F) Independence Day - July 4th
- (G) Labor Day - First Monday in September
- (H) Veteran's Day - November 11th
- (I) Thanksgiving Day - Fourth Thursday in November
- (J) Friday after Thanksgiving Day
- (K) Christmas Day - December 25th

Any additional holiday adopted by City Council will be added to this schedule.

8.2 Weekend Holidays

For employees who work a Monday through Friday, forty (40) hour work week on special assignment or in career advancement status, whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Employees working an irregular workweek shall observe the actual holiday as the holiday if it occurs on one of their regularly scheduled workdays.

8.3 Floating Holiday

(A) Upon completion of twelve (12) full calendar months of service, employees will be credited annually with two (2) floating holidays (sixteen (16) hours) in January of each year. Employees with less than twelve (12) full calendar months of service will receive one (1) floating holiday in January. These floating holidays can be used as leave time or will be cashed out per 8.6, 8.8, or 8.9 below.

(B) Holidays may be used by an employee, with the prior approval of their supervisor on any workday requested by the employee. Operational needs

shall be the determining factor in the supervisor's approval or denial of such leave requests.

8.4 Holidays for Part-time Career Employees

Part-time career employees shall be entitled to holiday benefits, as provided in this Article, in proration based upon the number of hours their regular work schedule bears to 2080 hours per year or 173.33 hours per month. Such proration shall be in increments of five percent (5%).

8.5 Holidays During Paid Leaves

An employee who is on authorized paid leave, such as vacation, illness, or injury, shall receive eight (8) hours holiday pay, and their leave accruals for vacation, or sick leave will not be deducted for those eight (8) hours. An employee must be at work or on an authorized paid leave on the employee's workday before and workday after the holiday to receive the eight (8) hours' holiday pay.

8.6 Holiday Pay

(A) All full-time employees shall receive eight (8) hours holiday leave accrual for each of the eligible holidays.

(B) Employees who are not scheduled to work on a holiday shall receive eight (8) hours accrued holiday leave in a holiday leave bank. Employees will be compensated at the regular hourly rate for all holiday time accrued in excess of eighty (80) hours as of the first paycheck in November. Employees may cash out accrued holiday leave only as outlined in the hardship provision as noted in 8.9 below or on the first November paycheck.

8.7 Holidays Worked

(A) If an employee is scheduled to and does work on a holiday, the employee shall be compensated at a rate of one and one-half (1.5) times the employees normal rate of pay for all holiday hours worked.

(B) All overtime hours worked, and scheduled hours worked in excess of eight (8) hours, on a holiday shall be compensated at two (2) times the employee's normal rate of pay.

8.8 Holiday Pay Upon Termination

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

8.9 Hardship Payment Request

Employees can request hardship payment of accrued holiday leave subject to approval by the Human Resources Director. Hardship is defined as a real financial emergency caused by an event beyond the employee's control. Medical expenses resulting from the sudden illness or accident; loss of or damage to property due to an accident, disaster, destruction, or theft; or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the employee's control are examples of unforeseeable emergencies.

ARTICLE 9 - VACATION LEAVE

9.1 Vacation Accrual

(A) Employees shall accrue paid vacation leave at the rates shown below. Vacation accruals shall be earned per pay period:

| | |
|---------------------------------|--------------------|
| 1 - 48 months service | 96 hours per year |
| 49 -108 months service..... | 135 hours per year |
| 109 – 168 months service..... | 144 hours per year |
| 169 - 228 months service..... | 162 hours per year |
| 229 Or more months service..... | 183 hours per year |

(B) Part-time career employees shall accrue vacation hours in the same proration that their scheduled work hours bear to a full-time employee (2080 hours per year or 173.33 hours per month) while using the years of service categories in Article 9.1(A), above. Such proration shall be in increments of five percent (5%). The maximum accrual allowed for part-time career employees shall be based on the proration described herein applied to the maximums allowed in Article 9.4.

(C) When an employee is on unpaid leave, their vacation leave shall accrue on the same proration formula as provided for sick leave in Article 10.1(B).

9.2 Vacation Use and Scheduling

(A) When employees have successfully completed six (6) months of employment they will be eligible to take vacation leave with pay.

(B) All career status bargaining unit members and probationary employees who have soloed by November 1st will sign-up for vacations once each year. Employees who solo after the bid will be offered vacation where available. Management will post the available vacation calendar, along with periods designated for in-service training. The vacation calendar will be posted no later than August 1st with vacation bidding to begin no later than November 15th. Vacation bidding shall be conducted by seniority without regard to classification. In each seniority vacation bid round, each employee may select up to three (3) blocks of seniority vacation; however, each block selected must be three (3) to five (5) days in length in the regularly scheduled work week and blocks do not need to be consecutive. In the first round of selections, one of an employee's selections can be a minimum of two (2) consecutive shifts. The next member will be contacted until all members of the work shift have selected once and then the process will be repeated until vacation selection has been exhausted, including the selection of all remaining random vacation days. No

more than two (2) employees per shift designation; two day lines, two night lines no more than 4 total employees off on any one day) can sign up for the same block of time in each rotation.

Employees shall not be allowed to bid for more vacation time than the total of their current accrued time plus their projected accrual for the year. For the purposes of this section, "current accrued time" and "projected accrual" includes vacation and holiday leave but not compensatory time. (Bargaining note provided for purposes of explanation only and not to be included in successor agreement: each year approximately 30 days prior vacation bid, estimated actual and projected accruals will be provided to individuals).

(C) The City will make every effort not to cancel a vacation, which has been previously approved. Should such a cancellation occur, the City will reimburse the employee for any non-refundable expenses incurred prior to the cancellation. Once an employee bids for a vacation slot, they may request to cancel their selection with a fourteen (14) day written notice to the City. Upon receipt of a timely written cancellation from an Association member, the City will modify the posted vacation calendar to allow other Association members the opportunity to request that time off as provided herein, if the cancelled time overlaps another employee's bid vacation, that employee shall be offered the vacation days.

9.3 Vacation Accrual While on Leave

An employee on paid leave shall continue to accrue vacation benefits as though they are not on leave. An employee having unpaid leave during any pay period shall accrue prorated vacation leave according to the formula provided in Article 10.1(b) for sick leave.

9.4 Maximum Accumulation

Vacation leave may accrue up to but not exceed two (2) times the annual accrual rate.

Should an employee's leave balance exceed the applicable maximum due to the City's staffing needs and/or inability to schedule time off, the following actions will be taken:

(A) The Employee will be allowed a six-month extension to reduce the balance below the maximum by requesting time off. Should this effort fail to achieve the goal then,

(B) The employee's supervisor shall immediately schedule the necessary time off and replace the vacant hours with other personnel resources. Provided the employee has made a good faith effort to keep their vacation balance below the applicable maximum, vacation hours shall not be lost.

9.5 Transfer of Vacation Leave

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

9.6 Vacation Pay Upon Termination

An employee who has been appointed to career status and is separated from employment with the City for any reason, shall receive payment for accrued vacation leave. In the case of death, payment for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid. In no event shall the payment for accrued vacation leave exceed the maximum allowed in this article.

ARTICLE 10 - SICKNESS AND INJURY LEAVE

10.1 Sick Leave Accrual

(A) Full-time employees shall accrue paid sick leave at the rate of 3.69 hours per pay period, ninety-six (96) hours annually. Part-time career employees will accrue paid sick leave hours in the same proportion that their work schedule bears to a full-time employee (2080 hours per year or 173.33 per month). Such proration shall be in increments of five percent (5%).

(B) Employees having unpaid leave during a pay period shall accrue paid sick leave at the following rates:

| | |
|-------------------------------------|------|
| 0-18 hours unpaid leave..... | 100% |
| 19-36 hours unpaid leave | 75% |
| 37-55 hours unpaid leave | 50% |
| 56-73 hours unpaid leave | 25% |
| 74 or more hours unpaid leave | 0% |

10.2 Transfer of Sick Leave

When an employee is transferred to, or appointed to, another department, paid sick leave credit shall be assumed by the new department. Earned but unused sick leave shall not be compensated upon termination. Unused sick leave shall continue to be credited to an employee's final average salary compensation in accordance with the provisions of the Oregon Public Employees Retirement System as permitted by law.

10.3 Use of Sick Leave

(A) After completion of ninety (90) days of their initial employment, unless otherwise permitted by law, employees may use their allowance of sick leave when unable to perform their work duties by reason of: 1) illness or injury; 2) necessity for medical or dental care which cannot be easily scheduled during non-work time; or 3) based upon a serious illness or disability in their immediate families, requiring the presence of the employee, for such period as the employee has sick leave credit. For purposes of this section, "immediate family" shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or ward, aunt, uncle, stepmother, stepfather, stepchildren, grandparents, or grandchildren. The immediate family also includes other relatives residing in the employee's immediate household. The term "spouse" shall include a same-sex partner with whom the employee is living in a marriage relationship in which the partner is not a relative by law.

(B) Employees are permitted to use sick leave only for the reasons outlined in subsection (A) of this section or as provided by federal or state laws.

(C) Before an employee may use leave without pay to cover sick leave absences, other accrued paid leave shall be used by an employee. Unauthorized leave without pay will be used if the City determines that the use of sick leave is not allowed. In the absence of a designation by the employee, the leave shall be deducted from holiday time and then vacation time.

In an effort to reduce unscheduled sick leave usage, management and the Association have agreed to the following guidelines:

- (i) An employee who has exhausted their accrued sick leave benefit and who calls in sick, excluding reasons directly attributable to conditions protected by either State or Federal law, is in “Unauthorized Leave (UL)” status. This UL status applies even though the employee may use other leave banks to maintain paid status.
- (ii) Employees are permitted, under this Agreement, to use sick leave for the reasons set forth in Article 10 or for any reason clearly permitted by State or Federal law.
- (iii) Provisions contained within Article 10 of this Agreement define the City’s right to require verification of the need for sick leave usage. The City has agreed it will not invoke the verification requirement in an arbitrary, capricious, or discriminatory manner.
- (iv) In order to prevent any arbitrary requirements, all bargaining unit employees who exercise the use of sick leave unless the leave is protected by State or Federal Law when scheduled for duty and do not have sufficient sick leave accrued to cover the absence (UL status), will be required to provide written verification of the need to be absent from work.
 - (a) This requirement applies to mandatory overtime and standby hours as well as regular work hours.
 - (b) Employees on intermittent family leave, notwithstanding their amount of accrued sick leave, may be required to provide such written verification so that management may track whether the need for leave should be charged to FMLA/OFLA or sick leave.

(D) Employees who request time off which is not approved or who are unsuccessful in securing trade time and then, subsequently call in sick for the same time period may be subject to progressive disciplinary action up to and including termination based upon their apparent willful claim of sick leave under false pretenses or misuse of sick leave.

(E) Employees are not eligible for sick leave if continuing to work another job during the time period for which sick leave is requested, or if sickness or injury results from employment with an employer other than the City.

(F) Misuse of sick leave can be cause for discipline up to and including discharge.

Misuse of sick leave may be found when there is reasonable belief that the employee is using sick leave for reasons other than outlined above. Under these circumstances, the City may require a physician's verification for current or subsequent use of sick leave.

In addition, in the event that an employee fails to notify the shift supervisor one (1) hour in advance of their assigned shift, the employee may be subject to administrative action. Repeated failure to notify the shift supervisor within one (1) hour in advance of their shift may result in disciplinary action. Notification of the employer requires that the employee needing sick leave notify the shift supervisor on duty as soon as they can prior to the beginning of their assigned shift, but in no case later than one (1) hour before the scheduled starting time for their assigned shift.

(G) Notification: If an employee is unable to report for duty due to illness, the employee is required to notify the on-duty shift supervisor as soon as possible, but no later than one (1) hour prior to the time scheduled to be on duty. This includes regularly scheduled workdays, scheduled trade time, scheduled stand-by time, and assigned training days or any scheduled overtime.

10.4 Sick Leave Verification

The City may require a HCP's verification of an employee's condition of health. The City may require a HCP's verification if a family member has a serious illness or disability requiring the presence of the employee. The City will not be arbitrary, capricious, or discriminatory in its application of this contractual provision.

ARTICLE 11 - OTHER LEAVES

11.1 Association Leave

(A) Leave with pay may be granted if the City feels that an Association representative's attendance at a labor relations education program would be mutually beneficial to the City and the Association. Such paid leave shall not exceed a total of forty (40) hours per Agreement year. These forty (40) hours shall be considered as a pool from which employees granted such leave shall charge their time. When overtime is required of other employees as a result of such absences, the excess over straight time shall be reimbursed to the City by the Association.

(B) Association officers, stewards and other employee representatives of the Association who are designated by the Association to represent it in activities such as conventions, seminars, etc., which may take them away from their City employment, may be granted up to ninety (90) days leave without pay and without loss of status, seniority, or other benefits. Such leave may be granted upon the written request of the Association President, made to the City's Human Resources Director not less than ten (10) City business days in advance of the commencement of the requested leave. The number of Association representatives absent on Association leave shall not exceed two (2) at any one time.

11.2 Witness or Jury Duty

Employees shall be granted leave with pay at the regular rate any time they are required during their scheduled work hours to report for jury duty or are under subpoena to testify at a proceeding. All jury fees, except mileage and meals, received by the employee, shall be turned over to the City.

Employees shall not be eligible for this compensation if such subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant or is for a dispute between the City and the employee. Leave, other than sick, may be used from the employees accrued leave banks in these situations.

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

11.3 Educational Leave

A career employee may obtain an educational leave without pay for a period of time not to exceed twelve (12) months. Such leave shall require the approval of the City. The employee shall sign a written agreement to return to the City at the

expiration of their leave for a period equal to its duration and they must, within thirty (30) days after the beginning of such leave, furnish proof to their supervisor from the institution attended that they are enrolled as a student.

11.4 Leave Without Pay

Instances where the work will not be seriously impacted by the temporary absence of an employee, a department head may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the Human Resources Director. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Such leave will not be approved for an employee who is accepting employment outside the City service. All accrued leave must be exhausted before or during this defined leave period.

11.5 Government Service Leave

Military, alternative service, and Peace Corps leave shall be granted in accordance with state and federal law; denial of such leave shall not be subject to the grievance procedure. Such denial shall be remedied by statutory procedures. Employees may donate leave to employees on active military duty pursuant to the City's current Military Leave Donation program. The City shall not alter or amend this program without first negotiating with the Association.

11.6 Protected Leave

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

FMLA and OFLA leaves shall run concurrently, unless otherwise specified by law. Employees desiring to access their benefits under either law must make application through human resources department. While on FMLA or OFLA leave for the employee's serious health condition, employees must exhaust sick leave first, and then must exhaust other forms of paid leave prior to leave without pay.

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

While on domestic violence leave, employees may choose to use other forms of paid leave prior to using sick leave. All leave accruals must be exhausted prior to leave without pay.

While on Oregon Military Family leave, employees may choose to use other forms of paid leave prior to using sick leave. All leave accruals must be exhausted prior to leave without pay.

11.7 Paid Leave Oregon

1. Effective January 1, 2023, the City shall cover the employees' portion of the contribution to Paid Leave Oregon in the amount of 60% and the 40% of the employer portion of 1% of each employees' annual salary, which are capped at \$132,900, along with the employer's portion of the contribution.
2. Since the employer is covering the employee portion of the 1% contribution, that payment is taxable and will be properly recorded and taxed on employee statement of earnings and subsequent W2's.
3. Use of the Paid Leave Oregon benefit will begin in September 2023. It is the City's expectation that employees follow the notification rules as outlined by the State, providing 30-day notice for leaves that are known in advance and notification within 24-hour for those that are emergent.
4. The City will run Paid Leave Oregon leave concurrent with other protected leaves as allowed by law.
5. Employees will be allowed to use their accrued City leave to supplement their Paid Leave Oregon benefit. However, due to the fact that each individual may have a different benefit amount, the employee choosing to supplement their accrued City leave will be required to provide the City with a copy of their Oregon Paid Leave gross benefit amount and the City will calculate the needed accrual use based upon the base rate gross wage of the employee. This supplemental payment may be one pay period behind.

11.8 Bereavement Leave

Each career employee covered by this Agreement will be entitled to up to forty (40) working hours of City-paid bereavement leave per qualifying occurrence.

Part-time career employees will be entitled to a proration of bereavement leave based on their budgeted full time equivalent (FTE).

- (1) Such bereavement leave will apply to a death in the immediate family as defined in section 10.3. Up to eight (8) hours of bereavement leave may be used for a relative not included in the definition of "immediate family" subject to the approval of the Department Head or designee.
- (2) Bereavement leave will not be accruable from year-to-year, nor will it have any monetary value if unused, and is not available for cash-out.
- (3) Additional unpaid bereavement leave may be available to qualifying employees under OFLA. Employees may use any form of accrued

leave for the additional unpaid time. City-paid bereavement leave runs concurrently with OFLA.

11.9 Catastrophic Leave

Bargaining unit employees may donate any portion of their accrued leave, other than sick leave, to any other career employee who has a bona fide need for such donation if agreed to by the City. The City will not deny such donation in an arbitrary or capricious manner. Any amount of leave donated will be deducted from the account of the employee making the donation. The parties further agree that donation may be made to individuals and that leave may be contributed by and for employees covered by this agreement as well as supervisory staff not covered by this Agreement. Leave will be administered in accordance with the City's Catastrophic Leave Procedures.

ARTICLE 12 - CONDITIONS UPON USE OF LEAVE

12.1 Notification of Absence

(A) Employees who are ill, disabled, or unable to report to work shall notify the supervisor on duty as soon as possible, but in no event later than one (1) hour prior to the employee's scheduled starting time, except in the event of emergencies making it impossible to give notice. In the latter event, the employee shall give notice as soon as possible.

(B) In the case of a continuing illness, disability, or inability to report to work for any reason, the employee shall notify their immediate supervisor of the nature of the problem and the anticipated duration of their inability to report to work. Should it become necessary that an employee's anticipated duration of leave be extended or be for longer than seven (7) consecutive calendar days, the employee shall again notify their immediate supervisor that additional time off will be required, and the anticipated duration of such absence. Such notification shall be given weekly.

12.2 Failure to Return From Leave

Any employee who is granted leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned their position with the City, unless the employee, within three (3) calendar days after expiration of said leave of absence, has furnished evidence that they are unable to report unavailability to work by reason of sickness, physical disability, or other legitimate reason beyond their control.

12.3 Absence Without Leave

An absence of an employee from duty that is not authorized by a specific grant of leave of absence, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. This section shall not apply to failure to return from leave pursuant to Article 12.2, above.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.1 Definitions

- (A) "Career Full-time" means a position budgeted for 2,080 hours per fiscal year.

"Part-time Career" means a position budgeted for 1,040 or more hours per fiscal year, but less than 2,080 hours per year.

- (B) "Overtime hour" means time worked eligible for overtime pay, rounded to the nearest one-quarter (1/4) hour.

"Overtime pay" means one-hundred fifty percent (150%) of the employee's regular rate of pay, prorated to an hourly rate, for eligible overtime hours worked.

- (C) "Emergency operations" means the performance of City functions or services necessary to protect or preserve lives, safety, health, or property threatened by unusual or unforeseen circumstances.

- (D) "Standard schedule" means a work schedule of not more than five (5) consecutive workdays followed by not less than forty-eight (48) consecutive hours off duty.

- (E) "Standard workday" means a period commencing with the start of the employee's regularly scheduled work shift and ending 24 hours later containing work shifts which consist of no more than eight (8), ten (10), or twelve (12) hours of work interrupted by rest and meal breaks as provided in Article 13.6.

- (F) "Stand-by time" means all time off regular duty wherein the City designates an employee to be on call to return to work, requiring that they be constantly accessible to a telephone or radio.

13.2 Posting of Work Schedules

All employees shall shift bid based on classification seniority. Employees in the CS II classification shall complete each bid round prior to the CS I shift bid. For example, CS II's shall complete round 1, followed by CS I's, then back to CS II's for round 2. Management retains the right to modify shift selections based on operational need in the event of a shift imbalance between CS II's and CS I's.

When a new shift is created or a previously bid shift is vacated, based upon operational need, it may be put out for bid by seniority within the classification.

Once solo, an employee will bid their shifts for the remainder of the year, beginning with the next rotation. The vacancy created by that process will then be put out for bid by classification seniority up to one (1) additional time. Employees who bid the newly created or vacated shift will maintain their vacation bid as close as possible based on days off.

If an employee has solo'd on one (1) police radio by October 1st, they will bid with the CS I group for the following year.

13.3 Work Schedule Notice and Assignment

(A) The City shall give fourteen (14) calendar days' notice of changes in individual employee work schedules, except in emergencies and in situations involving discipline where it is necessary, in the City's judgment, to remove an employee from a particular work assignment. Emergency for this purpose shall be defined as unforeseen circumstances resulting in unsatisfactory staffing levels between shifts (e.g., disaster, employee resignation without proper notice or employee absence due to acute illness or injury). Management will make every attempt to work with employees on a case-by-case basis to resolve transition issues between shifts at rotation – the end goal being 48 hours off, however, both the City and PCEA recognize, this goal may not always be possible.

(B) In the event that an employee's work schedule is changed without required notice, the employee shall be paid at the overtime rate until proper notice has been given.

(C) If a promotion or reassignment requested by the employee results in a work schedule change with less than fourteen (14) calendar days' notice, the employee shall not be eligible for overtime compensation as provided in B, above.

(D) Employees may waive the fourteen (14) calendar days' notice requirement. This waiver must be in writing and a copy provided to the Association

(E) In the event of an overall bargaining unit schedule change, the City shall give sixty (60) calendar days' notice to the Association and state the business reason for the change, which shall not be arbitrary. The Association shall bargain, as provided in ORS 243.698, prior to implementation of the change.

13.4 Scheduling

The Employer is not obligated to make seniority the primary factor with respect to scheduling shifts and days off.

13.5 Reporting Time

Any employee who is scheduled to and does report to work, but whose work is not required, or where work is not available to him or her, shall be excused from duty. An employee who reports to work under this situation shall receive compensation at the appropriate rate for up to one half of the time the assignment was to last, or two (2) hours pay whichever is the least.

13.6 Rest and Meal Breaks

Each employee is authorized two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch break during an eight and one-half (8 ½) hour work shift. Each employee is authorized additional breaks based on hours worked as defined below. The breaks are intended to be taken at approximately the midpoint of the employees shift:

- 4 hours worked: One (1) fifteen (15) minute break
- 5 hours worked: One (1) fifteen (15) minute break
- 6 hours worked: Two (2) fifteen (15) minute breaks
- 7 hours worked: Two (2) fifteen (15) minute breaks
- 8 hours worked: Two (2) fifteen (15) minute breaks and
One (1) thirty (30) minute lunch
- 9 hours worked: Two (2) fifteen (15) minute breaks and
One (1) thirty (30) minute lunch
- 10 hours worked: Two (2) fifteen (15) minute breaks and One
(1) thirty (30) minute lunch
- 11 hours worked: Two (2) fifteen (15) minute breaks and One
(1) thirty (30) minute lunch
- 12 hours worked: Three (3) fifteen (15) minute breaks and
one (1) thirty (30) minute lunch

Breaks and Lunch periods shall be counted as beginning from the time the employee leaves their workstation and will end when the employee returns to their workstation. Employees shall not be allowed to skip or save up break periods to allow them to leave work early, or in any other manner modify their work schedule.

Break times and Lunch period may be used in a more flexible manner, if such actions would benefit employees being able to fulfill their work hour obligations

and such proposed flexible break time and lunch period arrangements have been discussed with and approved by the shift supervisor.

13.7 Overtime Eligibility

(A) An employee shall be eligible for overtime pay for all overtime hours worked under any one of the following conditions:

- (1) For full time employees, hours worked in excess of the employees regularly scheduled eight (8) hour, ten (10) hour or twelve (12) hour work shift.
- (2) Work in excess of forty (40) hours within the 168-hour work week commencing with the start of the employee's regularly scheduled work shift. For shifts that span two work weeks, the employee shall be deemed to have worked the entire shift within the work week in which the shift began. Being in a paid status will count as hours worked, leave without pay (LWOP) does not constitute hours worked.
- (3) Employees will be allowed a minimum of ten (10) hours off duty before being mandated to return to duty. Violations of this section will entitle the employee to receive two (2) hours of straight time pay in addition to any other pay that may apply.
- (4) Any other circumstance where overtime pay is provided for elsewhere in this Agreement.

(B) Overtime eligibility provisions are not cumulative, and an employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.

(C) Part-time career employees are eligible to earn overtime after working forty (40) hours in a regular seven (7) day work week. The overtime pay for part-time career employees shall be at a rate of one and one-half (1.5) times their regular rate of pay.

13.8 Overtime Distribution

(A) Operational needs shall be controlling regarding overtime assignments. When possible, overtime work shall be offered equally to eligible employees.

(B) There shall be no discrimination against any employee who declines to volunteer for overtime work. Overtime work shall first be offered on a voluntary basis, except in cases of emergency operations. In cases where

sufficient personnel do not accept the offered overtime on a voluntary basis, additional personnel, as deemed necessary by the City, may be required to work overtime on an equally assigned basis.

(C) Maximum Work Hours in a Day- To the extent feasible, no employee will be allowed or required to work more than thirteen and a half (13.5) hours, in a workday in any combination of regular shift, standby, overtime, or paid time off, unless it is because of Emergency Operations as stated in 13.1C. The parties further agree that the Overtime/Standby (OT/SB) Sign-up Procedure shall be controlling with regard to these issues, and is hereby incorporated into this Agreement under 13-A.

13.9 Compensatory Time

Unless otherwise prohibited by applicable provisions of the Fair Labor Standards Act (FLSA) or federal regulations implementing the Act:

(A) In lieu of overtime, the employee may elect to be compensated for overtime hours worked in the form of one and one-half (1 ½) hours paid leave for each eligible overtime hour, as set forth in Section B below.

(B) Compensatory time may be accrued and used in any calendar year to a maximum of one hundred and sixty (160) hours. A maximum of eighty (80) hours of Compensatory time off may be used to replace vacation/holiday hours with prescheduled annual vacation(s) as outlined in Article 9 established via the seniority system. Note: In each calendar year an employee may accrue a maximum of one hundred sixty (160) hours of comp time and may use a maximum of one hundred sixty (160) hours of comp time.

As staffing levels permit, supervisors may allow compensatory time to be used on an individual, short-term basis.

(C) Employees may request payment for accrued compensatory time. Such requests must be presented in writing to the City's Payroll Section at least ten (10) calendar days in advance of the next pay date. The City will pay such requests on the next pay date.

13.10 Call - Back Time

If an employee is called in to commence work more than one (1) hour before their regularly scheduled workday or is called back to work after having left their job site, they shall be eligible for a minimum of two (2) hours overtime pay. Credited time shall exclude any necessary commute from or to the employee's residence. This section shall not apply to schedule changes where notice was given as required by Section 13.3, or pre-scheduled overtime or standby.

13. 11 Standby Time

(A) An employee assigned on standby time shall remain available and accessible so that they can be on duty at their workstation within one (1) hour of being activated.

(B) Notice of standby time assignment shall be given to an employee in writing a minimum of forty-eight (48) hours prior to their scheduled period on standby.

(C) When an employee is required to be on standby, the employee shall receive one (1) hour pay at the employee's regular rate for each two (2) hours of standby time. Employees required to be on standby shall have the option of receiving pay or accruing compensatory time. Compensatory time earned is subject to the hours allowed under article 13.9(B) of this agreement.

(D) Part time career (PTC) staff may sign up for voluntary standby time. During such time they shall remain available and accessible so that they can be on duty at their workstation within one (1) hour of being activated.

(1) PTC staff cannot be mandated to fill vacant standby time.

(2) PTC staff will be compensated at one (1) hour of the employee's regular rate of pay for each two (2) hours of standby time that they cover. PTC staff who sign up for standby time shall not have the option of accruing compensatory time in lieu of pay. Standby time shall be paid within the same pay period that it is committed.

(3) PTC staff that are on standby time and activated to come into work shall be compensated at their regular rate of pay except when Article 13.7 is applicable.

13. 12 Emergency Operations

Emergency operations are defined in Section 13.1 (C) above. Scheduling of shifts, assignment of job duties and hours of work during emergency operations shall be within the sole discretion of the City, except that during emergency operations, employees shall be given rest and meal periods in the same ratio to hours worked as on their regular shifts, to the extent that such rest and meal periods are reasonable.

13. 13 Split Shifts

The City shall contact the Association and the employee, in writing, in the event the City wants to propose an employee split workweeks or work shifts, at least

seven (7) days before the proposed change. The City and employee may then mutually agree to the split workweeks or work shift.

13. 14 Daylight Savings Time Transition

Employees working during the daylight savings time transitions will be paid for actual hours worked. Employees who are short an hour in work time due to these changes may use one (1) hour of compensatory time or vacation time to make up the difference.

13. 15 Trade Time or Shift Trades

An employee, "solely at their option", may agree to a shift trade with another employee who is qualified to perform the duties to which the employee would have been assigned. Trades are permitted under Section 7(p)(3) of the Fair Labor Standards Act, and in compliance with provision of Section 553.31 of Department of Labor regulations. Trade time between employees must be voluntary and shall not be counted as hours worked for the purposes of compensation, or overtime by the City. The City shall maintain no records of such trades and they are completely the responsibility of the employees involved with the only requirement established by the City being that the employees involved must be able to perform all the required duties of the position and assignment being traded.

ARTICLE 13-A – OVERTIME/STANDBY

13.1-A Purpose

This policy is designed to provide employees with an equal opportunity to sign up for and work OT/SB within the Communications Unit.

13.2-A Minimum Staffing Guidelines

Minimum staffing will be established by telephone and CAD statistics based on the time of day and the day of the week. Management will identify areas where scheduled staffing is insufficient to meet these guidelines.

The policy is primarily applicable to preplanned overtime for which notice can be given at least seven (7) to fourteen (14) days in advance. When the need for overtime is not known, in advance, the Shift Supervisor will attempt to offer the overtime in an impartial manner. If no volunteers are found, the Shift or Scheduling Supervisor will mandate personnel to ensure minimum staffing guidelines are met. (see– Mandated Overtime/Standby)

13.3-A Posting Overtime/Standby

The Scheduling Supervisor will post preplanned OT/SB as early as feasible. Normally, time will be posted in increments of four (4) hour blocks but may be posted in shorter durations based upon operational needs.

Overtime will be posted indicating the need for radio qualified personnel or call-taker only. Radio qualified personnel will be responsible for covering overtime posted with an (R). Call-takers will be responsible for covering all other posted overtime. (see – Signing Up For Overtime/Standby)

13.4-A Additional and Last-Minute Overtime

Additional Overtime: is defined as overtime in addition to the preplanned overtime and when there is more than seven (7) days' notice. Employees will have the opportunity to volunteer for this overtime. If it is not filled seven (7) days out, the overtime will be assigned using the same criteria as preplanned time.

Last-Minute Overtime: is defined as overtime with less than seven (7) days' notice and will be assigned by a supervisor or filled with standby depending on the circumstances.

13.5-A Signing up for Overtime/Standby

When feasible, management will give employees a minimum of fourteen (14) days' notice to sign up for voluntary OT/SB before the time will be mandated.

Employees who are newly eligible for OT/SB will be added to the scheduling program and credited hours equal to the current average. (Employees will be shown their placement on the list if they request it). Newly eligible employees are those completing their final reviews as either a Communications Specialist (CS) or on their first radio. Newly eligible CS may sign up for and be mandated for CS OT/SB. Employees completing their first radios may sign up for both CS and radio qualified (RQ) time, but are only eligible to be mandated for CS OT/SB. Once an employee completes final reviews on their second radio they are considered "radio qualified" and eligible to be mandated for radio overtime. Employees returning from long term leave, other than regular scheduled vacation, will be added to the OT/SB Status Report (OSSR) and credited the same amount they had prior to their leave gaining only their personal weekly average for each week they are gone.

Employees may sign up for a block of OT/SB for which they are qualified on a first come basis by selecting their time through scheduling program. The employee may protect blocks of overtime from being bumped by stating that preference in the notes section of the scheduling system. A block of time can be a two (2) or four (4) hour block, not to exceed a total of ten (10) hours of protected time per calendar week.

CS OT/SB will be made available to all employees at least one (1) week prior to being open to mandating.

A minimum of eight (8) hours between shifts is required for voluntary sign up of overtime, and a minimum of ten (10) hours between shifts is required for mandating purposes.

13.6-A Bumping Overtime/Standby

Bumping will be permitted for those blocks of time which have not been protected. If an employee protects more than ten (10) hours in a calendar week, any block(s) of time over that amount will be eligible for bumping without pre-approval from the employee. An employee bumping another employee must notify that person and the Scheduling Supervisor, in writing, seven (7) days in advance. Failure to properly notify the bumped employee will result in the original employee getting the block of time reinstated to them and any hours associated credited back to their totals.

Part-time employees cannot bump full-time employees. A Supervisor cannot cancel a full-time employee and fill that block with a part-time employee.

Radio qualified (RQ) employees cannot bump CSs from protected CS OT/SB. RQ employees can bump other RQ employees from unprotected CS OT/SB.

13.7-A Mandated Overtime/Standby

A Shift Supervisor, or the Scheduling Supervisor will be responsible for mandating unfilled OT/SB.

The Shift Supervisor or Scheduling Supervisor will mandate OT/SB in writing. This is done using the Overtime/Standby Mandating Assignment Form, completed by the supervisor and signed by the employee and the supervisor who gave them the notice at least three (3) calendar days in advance beginning with candidates having the least number of hours earned on the OSSR. In the event of a tie in the number of hours earned, the employee with the least seniority will be mandated. A candidate will be exempt from the mandating of a specific time slot of OT/SB if at least one of the following exemptions exists:

1. Candidate is already scheduled for work in the specific time slot.
2. Insufficient turnaround time of less than ten (10) hours.
3. Mandating would result in more than twelve (12) hours scheduled in a workday.
4. Mandating would result in more than ten (10) hours of total OT/SB (voluntary & mandatory) in a calendar week, including time cancelled by the City. If any or all OT/SB hours are cancelled by the City, the employee cannot be re-mandated for overtime within the same calendar week.
5. Mandating would result in less than one (1) day off during the employee's workweek.
6. Mandating would fall during a major vacation (consisting of at least one continuous workweek in length) or on random vacation days. Regularly scheduled days off adjoining major vacations or random vacation days are considered part of the vacation. If any portion of a major vacation is cancelled within 14 days, via email notice, those major vacation days and any adjoining regularly scheduled days off will remain protected from mandatory overtime.
7. Mandating would fall on a day the candidate has identified as unavailable (UA).
8. When mandating unfilled CS OT/SB the Scheduling Supervisor will mandate shift coverage in the following priority order by position classification:

#1) 911 Communication Specialists

- #2) Communications Specialist I's
- #3) Communications Specialist II's and III's

9. When an employee is assigned to in-service training on OT, up to four (4) hours of the training time shall count toward the employees ten (10) hours in exemption 4 above.

Connecting OT/SB that cross two (2) days are considered one (1) day. (Example 2200 12/1/05 through 0230 12/2/05).

Trade time does not apply as an exemption, except when it is the same hours as the needed OT/SB. Trade time does not count in the overall time committed.

Overtime paid for payroll purposes only (ex. during a shift rotation) will not be considered in the employees overtime statistics for mandating purposes.

13.8-A Unavailable (UA) Days

Employees eligible for OT/SB are allowed to identify four (4) days per shift rotation as unavailable (UA). For New Year's Eve and July 4th, only one (1) employee may select the day as UA. These days are logged in the employee calendar. No more than three (3) employees may select the same day as UA. UA's must be selected at least three weeks in advance, but no more than six (6) weeks prior to the beginning of the shift rotation on a first come, first serve basis. When a UA day is canceled by an employee, the employee who was denied that day off may resubmit the request.

13.9-A Canceling Overtime

1. Employee Cancellation
 - a. Employees can cancel voluntary OT/SB fourteen (14) days prior to the date to be worked. After that time, the employee must either work the time or find someone to work for them. Any change must be submitted to the Scheduling Supervisor in writing.
2. Supervisor Cancellation
 - a. When a supervisor determines that preplanned OT/SB is not required, the OT/SB will be canceled, and the affected employee shall be notified up to seventy-two (72) hours in advance of the scheduled time. If more than one (1) employee signed up for the OT/SB in the same time frame, the employee who signed up for it last will be canceled unless that time was protected by the employee. If the OT/SB is canceled within seventy-two hours of the scheduled time, the employee will be given the option of canceling or working the OT/SB. If the employee elects to work the OT/SB, the supervisor will make the

most efficient use of their presence (accomplishing additional unscheduled training, administrative tasks, etc.)

- b. If the cancelled time is reinstated at a later date, a supervisor will contact the employee who had originally signed up to work the slot and determine if they want the time back. Should the time be reinstated with less than seven (7) days' notice, it will be available for any eligible employee to take.
3. Cancellation Credit
 - a. When management cancels an employee's OT/SB the employee will retain the credit for the canceled hours.
 - b. Employees who cancel, trade, call in sick or fail to work any OT/SB will not receive credit.
 - c. Credit for the hours worked in the current week will not be included in the OSSR until the following week.

13.10-A Illness

If a cancellation of OT/SB is required due to illness, the employee must notify the on-duty Shift Supervisor as soon as possible, but no less than one (1) hour prior to the scheduled time. When calling in ill on a normal work shift and the illness will also affect OT/SB for which the employee has signed up, it is the employee's responsibility to also notify the supervisor of the employee's inability to work the OT/SB.

13.11-A Monitoring of Overtime/Standby

The Scheduling Supervisor will monitor all overtime and standby to ensure it is filled voluntarily or mandated using the established criteria. If they determine a person is inappropriately signing up for OT/SB they will advise the employee's Shift Supervisor who will meet with the employee concerned, taking appropriate action as necessary. The Scheduling Supervisor has the discretion to take appropriate action or defer to the employee's Shift Supervisor.

ARTICLE 14 - WORKING CONDITIONS

14.1 Safety

The City agrees to abide by the provisions of the Oregon Safe Employment Act (ORS 654.00, et seq).

14.2 Mileage Reimbursement

Whenever an employee is required to use their personal vehicle in the performance of their assigned duties, they shall be compensated for miles traveled at the current IRS rate.

14.3 Training

(A) The City agrees to pay for "hours worked" in training only as provided in the Fair Labor Standards Act and/or state law.

(B) An employee may be eligible to receive tuition and/or cost reimbursement for voluntary training or educational course that is directly related to the business of the City per the Tuition Reimbursement Program in the Human Resources Rules.

14.4 Human Resources Rules and Agreement

The City agrees to make this Contract available to each employee in the bargaining unit, through electronic means within thirty (30) days of execution. The City agrees to furnish, through electronic means, a copy of this contract, and any amendments thereto, and the City's Human Resources Rules to each new employee. The City shall furnish the Association with an electronic copy of the City's Human Resources Rules and any and all amendments thereto when updated within five (5) working days of the change. Any changes proposed to Human Resources Rules which impact mandatory subjects of bargaining shall require bargaining, or the Associations agreement before they apply to members of the bargaining unit. In the event of any conflict between the Human Resources Rules and/or departmental policies and procedures, and the provisions of this Agreement, this Agreement shall prevail.

14.5 Personnel Records

(A) An employee or the Association, with the employee's written permission, may, upon request, inspect the contents of their official City Personnel records, and review working files regarding the employee maintained by their supervisor. No grievance material, other than material relating to disciplinary actions, will be kept in the personnel records after the grievance has been resolved. No material of an adverse nature except oral warnings may be

used against an employee unless introduced into their official personnel records as described in this article.

(B) No performance evaluation or disciplinary actions shall be placed in the employee's personnel records that do not bear the signature of the employee, or an attachment signed by two (2) or more supervisors which state that the employee was given a copy of the information and refused to sign it. The employee shall be required to sign such material to be placed in their personnel records provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

(C) If the employee believes that any of the documents in the personnel records is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

(D) At the written request of the employee, disciplinary actions shall be removed from the employee's personnel records after two (2) years if no similar infraction has occurred during that period of time.

(E) An employee may, upon request, obtain copies of any of the contents of their personnel records, except for confidentially kept testing materials. The City may charge the fee normally assessed copies to a member of the public.

(F) There shall be only one (1) official personnel record, which shall be maintained in the City's Human Resources office.

ARTICLE 15 – VACANCIES/HIGHER CLASSIFICATION WORK

15.1 Filling Vacancies

In the event a position becomes vacant in a division or department, all affected employees shall be notified of such vacancy by posting of a notice on the City's website for seven (7) days before a permanent selection is made.

Bargaining unit members who refer a candidate who is successful in the hiring process will receive \$500.00 in the pay-period that coincides with the new employee start date. They will receive an additional \$500.00 when the new employee successfully completes probation.

15.2 Written Offers

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

15.3 Working in a Higher Classification

(A) Any employee formally designated by the City as working in a higher classification than their permanent classification shall be paid in their regular rate of pay plus five percent (5%), but in no event less than Step 1 pay rate of the higher classification for all time so worked.

(B) This section shall not apply to employees working in a specified on-the-job training program. The employee may, in writing, request that the duration of the training program be specified in writing, prior to entering into the program.

(C) If the City fails to designate "working in a higher classification" the employee shall have cause for a grievance.

(D) Employees designated as working in a higher classification shall be given such designation in writing.

(E) Notwithstanding any other provisions of this Section, when a Communications Specialist III is designated on the forecast page to serve as a Communications Shift Supervisor, they shall be paid their regular rate plus five percent (5%).

(F) Communications Training Officers (CTO's) who are selected and trained in a department approved training program will receive two and a half

percent (2.5%) of their regular rate of pay for all hours worked. Employees will be notified in writing of their CTO status after completion of the training program.

CTO's will receive an additional two and a half percent (2.5%) when they have a trainee assigned. Employees who are not CTO's but are assigned a trainee will be paid their regular rate of pay plus five percent (5%) for all hours spent in training of a trainee.

ARTICLE 16 - LAYOFF

16.1 For purposes of this Article, "seniority" means length of continuous service within the classifications covered by this Agreement and immediately affected by a reduction in force. Such continuous service shall be computed from the date of the employee's appointment in the affected classification. Where two employees have the same appointment date, the employee who rated higher on the eligibility list from which they were appointed shall be deemed to be the senior employee.

16.2 For all other purposes of this Agreement, "seniority" means length of continuous service as an employee of the City, computed from the date of the employee's original hire ("continuous service date"). Where two (2) or more employees in a classification(s) have the same continuous service date, the employee whose application with the City was filed first shall be deemed the senior employee. Where continuous service dates and application dates are the same, seniority shall be determined by lot.

16.3 As used herein, "continuous service" includes all authorized paid leaves of absence and unpaid leaves of absence for less than fifteen (15) consecutive calendar days but does not include any period between an employee's layoff and recall nor any unpaid leave of absence of fifteen (15) or more consecutive calendar days. In the event of layoff and recall, the employee's continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent on layoff status. In the event of an unpaid leave of absence for fifteen (15) or more consecutive calendar days (except when such unpaid leave of absence is the result of an occupational disability or illness, or when the unpaid leave was the result of family leave) the employee's continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent on unpaid leave status. Termination of employment (other than layoff of an employee) shall void the employee's continuous service date and if the employee should subsequently be hired again by the City, their most recent date of hire shall be their continuous service date for all purposes of this Agreement.

16.4 In the event of reduction in work force within the bargaining unit, layoffs within each affected classification shall be made in inverse order of seniority as determined in Section 16.1.

16.5 No career service employee shall be laid off in a classification while there are probationary employees still employed in that classification. As used in this section, "probationary employee" means an employee who has not successfully completed probation in the affected classification.

16.6 Any employee in the unit who is to be laid off and who has advanced to their present classification from a lower classification in which they had

successfully completed the probationary period shall be given a position in such lower classification, provided that a position in that classification is authorized and funded in the Communications Center budget. If one or more authorized positions exist in the lower classification but none is vacant, the employee laid off from the higher classification shall "bump" the least senior employee in the lower classification.

16.7 For a period of one (1) year following the date of layoff, or reduction in a position previously held, a laid off career status employee shall be classified as on layoff status, and their name maintained on a "layoff eligible list" by the City. The order of the names on the layoff eligible list shall be in inverse order of their layoff.

16.8 If on layoff status at the end of the one (1) year period, the laid off employees' name shall be removed from the layoff eligible list and the employee shall be deemed terminated from City employment. The employee's name shall be removed from the layoff eligible list at any time during the one (1) year under any one of the following conditions:

(A) When the laid off employee notified the City in writing that they no longer wish to continue on layoff status.

(B) If a City letter sent by certified mail (return receipt requested) to their last address recorded with the City is returned unclaimed.

16.9 An employee who, in the course of a layoff, is reduced to a classification previously held shall retain a position in such classification during satisfactory service and shall return to a position in the classification affected by the layoff before any other individual is hired into that classification; the employee shall not be required to take any examination to return to the higher classification.

16.10 Recall of employees to active employment within each job classification shall be made in order of their names on the layoff list, provided that an employee shall be deemed terminated and their name removed from the list if they do not report for work within fourteen (14) calendar days of written notice of recall. No person shall be hired to fill any position within a job classification represented by the Association which has a layoff eligible list until the layoff eligible list is exhausted through the provisions of this Article.

16.11 Supervisory Communications employees who have been former members of the bargaining unit, and who achieved career status in a bargaining unit classification, may bump back into the unit. Seniority for this purpose shall be calculated as cited in Section 16.1 above, with only time served in the bargaining unit qualifying for consideration.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 Disciplinary Action

(A) Disciplinary action may be imposed upon a non-probationary employee only for just cause. Disciplinary action imposed upon such an employee may be processed as a grievance through the regular grievance procedure in Article 18, except that a grievance filed, grieving an employee discharge, shall be filed at Step 2. Oral reprimands shall not be appealable to Step 4, arbitration.

(B) Disciplinary action or measure shall be timely and progressive. Discipline may include oral reprimand, written reprimand, suspension without pay, demotion, and discharge. Reduction in pay may be used in lieu of suspension without pay so long as the employee, Association, and City agree to the terms of the reduction in pay.

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

(C) If the City has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

17.2 Discipline During Probationary Period

(A) Unless otherwise provided for in this Agreement employees hired after this Agreement is signed, who have not completed the eighteen (18) month initial probationary period shall be covered by all terms and conditions of this Agreement, except that the City's standards for successful completion of the initial probationary period and their application to the employee may not be grieved. Probationary employees serving as a result of appointment to a promotional opportunity, who fail to qualify in the promoted positions, and who were employees immediately prior to the promotional appointment, shall be reinstated to their former position.

(B) The City may extend the eighteen (18) month promotional probationary period for up to three (3) additional consecutive months with agreement of the Association.

17.3 Disciplinary Interviews

In the event the Employer needs to interview an employee regarding potential disciplinary issues the following process shall be followed:

(A) The employee and the Association shall be given at least twenty-four (24) hours advanced written notice, when operationally feasible, that the employee is being scheduled for a formal investigative interview. Copies of all such notices shall be provided to the Association. Said written notice shall contain:

- (1) the allegations known at the time, including the potential policies, procedures, rules and/or laws allegedly violated which led to the investigation;
- (2) the names of the complainant or the type of complaint (i.e., citizen, fellow employee, etc.), unless the City believes that disclosure of the complainant may interfere with the investigation in which case the City will meet with the Association to reach mutual agreement as to modified disclosure;
- (3) a copy of the complaint form, if one has been filed;
- (4) the name(s) of the person(s) who will be conducting the investigation;
- (5) the date, time and location of the scheduled interview.

(B) The employee may choose to waive the advance notice period or the presence of an Association Representative but shall not be coerced or requested by the City to do so. Such waiver must be in writing and a copy provided to the Association.

(C) Employees are entitled to be represented by the Association at all such investigative interviews.

(D) Interviews covered under this section shall, to the extent practical, take place at City facilities.

(E) Either party may record the interview.

(F) Investigative interviews shall be conducted in a professional respectful manner and rest breaks may be allowed for employees to consult with their representative if requested.

- (1) An employee has the right to have a representative of the Association at an interview or meeting with the City when the employee has a reasonable belief that the interview or meeting is part of an investigation which may result in disciplinary action. No right to representation exists for interviews, meetings, or conversations involving members

regarding instructions, training, constructive correction of work techniques or methods, and work planning. Work performance appraisal sessions are exempt from the right to representation unless, prior to the beginning of the meeting, the City informs the employee that the performance appraisal may result in disciplinary action being taken by the City against the employee.

- (2) The right to representation arises when the employee requests a representative; the City is not obligated to inform the employee of the right but shall honor the employee's request for representation if they make such a request. However, the City will inform the employee of this right to representation when the City communicates, in writing, with employees regarding alleged acts of misconduct for which formal disciplinary actions are being considered.
- (3) The following procedures will be followed during investigations that could result in discipline:
 - (i) Either side may record the interview if that side desires and, at the request of the other side, will provide a copy of that recording to the other side at actual cost.
 - (ii) The interview may not be unduly delayed awaiting a particular unavailable representative when other suitable representatives are available.
 - (iii) The representative will not participate in the interview unless requested by the City interviewer. The representative's function is solely to assist the employee. The City interviewer has no duty to negotiate with the representative.
 - (iv) The employee and the employee's representative shall be permitted to attend an interview subject to this Article without loss of compensation to the extent the interview is held during the affected employee's scheduled duty hours.
 - (v) Interviews will be scheduled during normal City daytime business hours or during the employee's shift at the City's discretion.
 - (vi) The employee will be entitled to reasonable intermissions as he/she shall request for personal needs.

ARTICLE 18 - DISPUTE SETTLEMENT

18.1 Grievance Definition

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

18.2 Exclusive Remedy

Grievances shall be initiated and processed in the manner provided for herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

18.3 Time Limits and Procedures

Any or all-time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. Failure to respond to a grievance within the stated time limits shall result in the automatic elevation of that grievance to the next step pursuant to the procedures herein provided.

18.4 Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the City, provided that the Association agrees to such a meeting and is present during the meeting.

18.5 Grievance at Step 1

- (A) A formal grievance at Step 1 shall be initiated by filing a written grievance with the employee's immediate supervisor within twenty (20) calendar days after the occurrence of the circumstances giving rise to the grievance or the employee's first knowledge thereof.
- (B) The Chief Steward shall be notified in writing within forty-eight (48) hours of receipt of the grievance.
- (C) The written grievance shall include:
 - (1) The name and position of the employee by or on whose behalf the grievance is brought.

- (2) The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.
 - (3) A clear and concise statement of the grievance including the relevant facts.
 - (4) The specific provision or provisions of this Agreement allegedly violated by the City.
 - (5) The remedy or relief sought by the employee.
- (D) Within twenty (20) calendar days of receipt of the written grievance, the supervisor shall respond, in writing, to the grievant and the Association. Such response shall either deny the grievance or acknowledge what steps will be taken to remedy the grievance.
- (E) If the employee or the Association is not satisfied, or if the supervisor fails to respond within twenty (20) calendar days of receipt of the written grievance, the grievance automatically shall be elevated to the next step in the grievance procedure.

18.6 Grievance at Step 2

(A) Grievances unresolved at Step 1 shall be carried to Step 2 as follows: Within fifteen (15) calendar days after the Step 1 cutoff date the aggrieved employee or the Association shall file with the Public Safety Communications Director (Director):

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

(B) Within fifteen (15) calendar days following receipt of the grievance, the Director, or their designee, will investigate the grievance and respond in writing to the aggrieved employee and Association. At any time following the Director's receipt of the grievance and before the Step 2 cutoff date, the Director, the aggrieved employee and the Steward representing the employee may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend that time limit in accordance with Article 18.3.

18.7 Grievance at Step 3

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

(B) Upon the filing of a grievance at Step 3, the Human Resources Director shall respond in writing, within fifteen (15) calendar days of their receipt of the grievance.

(C) Within fifteen (15) calendar days of receipt of the Human Resources Director's findings and conclusions; the Association may:

Initiate binding arbitration with the State Conciliator of the Employment Relations Board or any other mutually agreeable agency by sending a demand for arbitration and a request for a list of seven (7) arbitrators. At the same time, notice of the Association's action shall be served on the Human Resources Director, by sending him or her a copy of the Demand for Arbitration. The list of arbitrators requested shall be limited to those persons residing in the State of Oregon, and Washington unless the parties agree otherwise.

18.8 Grievance at Step 4

(A) Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Association's receipt of the list of arbitrators, the City and the Association representatives shall flip a coin to determine who shall exercise the first opportunity of striking a name, with the loser of the coin toss striking first. Strikes shall be exercised alternately until only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Association, on behalf of both parties, shall inform the arbitrator of their selection; and the arbitrator shall schedule a hearing.

(B) The parties may, by mutual agreement in a particular case, provide for any amendment, waiver, modification, or addition to the rules and procedures herein set forth in Article 18, which agreement shall not affect subsequent cases.

(C) Except as expressly provided herein, arbitration of grievances shall be conducted according to the applicable rules of the organization that supplied the parties with a list of arbitrators.

(D) The scope of the arbitration shall be limited to application and interpretation of this Agreement.

If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then he/she shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence of the merits of the grievance. If requested by either the Association or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

Upon mutual agreement, in writing by the Association and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral arguments in lieu of written closing briefs.

If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration but within at least two (2) hours of the conclusion of the arbitration hearing.

(E) The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this Agreement; nor to substitute their judgment for that of the City as to any matter within City's discretion under this Agreement, as long as the Employer did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this Agreement.

(F) Any necessary expenses for the services of the arbitrator shall be paid by the losing party. If the arbitrator determines that there is no prevailing party, the arbitrator may apportion each party's cost as is equitable. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator or arbitrators. Each party shall be responsible for compensating its own representatives or witnesses. The names of any witness to be used in arbitration by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

(G) The decision of the arbitrator, if arrived at pursuant to the provisions of this Agreement, shall be final and binding upon the parties.

(H) The grievant and the Association representative(s) shall be permitted to attend meetings between the City and the Association and any hearings without loss of pay if such meetings and hearings occur during their respective duty periods. Employees who may be called as witnesses to the arbitration hearing shall also be permitted to testify at the hearing without loss of

pay if the giving of testimony occurs during an employee's duty period. The names of any person to be called as witnesses in the arbitration hearing shall, upon request, be exchanged by the parties at least seventy-two (72) hours prior to the hearing.

18.9 Confidentiality

All proceedings, meetings, and discussions related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure until the conclusion of the final proceeding.

18.10 Designation of Substitutes

Whenever, in a particular case, any of the officials cited in this Article are absent or unable to act for any reason, substitutes are hereby agreed to be permitted to act in their capacity.

18.11 Absence from Workstation

Association stewards representing employees or the Association at the meetings and hearings provided for in this article shall be permitted, after notice to the immediate supervisor, to leave their assigned work areas without loss of pay during their attendance at such meetings or hearings. The number of stewards participating in processing and investigating a grievance on City time shall normally be limited to one (1) at any step in the procedure. The parties agree that such absences are subject to supervisor approval and are limited by the operational needs of the Department. The City will be given at least two (2) hours advance notice prior to an employee being released under this provision.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 Existing Conditions

(A) Nothing in this Agreement is intended to nullify or abridge existing practices and policies with respect to employee wages, fringe benefits and working conditions except where such practices and policies are in direct conflict with the specific provisions of this Agreement.

(B) This Agreement shall constitute the full agreement of the parties with respect to wages, hours of work and other conditions of employment for all employees in the classifications enumerated in this Agreement. Changes in existing conditions of employment which are mandatory subjects of bargaining shall be subject to negotiations before becoming effective.

19.2 Amendments

This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and the Association, where mutually agreeable.

19.3 Savings Clause

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

ARTICLE 20 - USE OF ALCOHOL AND DRUGS

20.1 Policy Statement: Employee Assistance Program

The City considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. Substance abuse can impair employee performance and general physical and mental health and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and healthy workplace for all employees by identifying substance abuse and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance abuse problem will not necessarily relieve an employee from meeting performance, safety or attendance standards or following other City instructions.

20.2 Rehabilitation

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

20.3 Prohibited Conduct

The following conduct is prohibited:

(A) Buying, selling, or providing; or possessing for the purpose of buying, selling, or providing controlled substances, including marijuana, while on City property or in City vehicles or equipment, or during work hours, including paid rest and meal periods.

(B) Being at work under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants in City vehicles or equipment at any time, or on City property during work hours, including paid rest and meal periods.

(C) Being at work with a blood alcohol content that reaches or exceeds .02% by weight of alcohol in the blood.

(D) Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including paid rest and meal periods.

(E) Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding

any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if their urine test indicates 50 or more nanograms THC metabolites/ml.

(F) Refusing to comply with directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted, or altered urine samples or failing to cooperate in investigations regarding enforcement of this policy.

For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (-6). There is no intent to waive any rights with respect to off duty misconduct.

20.4 Under The Influence

The term "under the influence" of controlled substances including marijuana or alcoholic intoxicants covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

20.5 Discipline and Other Action

Prohibited conduct described in Article 20.3(A) above may result in termination. Prohibited conduct described in Article 20.3(B), 20.3(C), 20.3(D) and 20.3(E), may result in actions specified in Article 20.8 (B) or (c) below.

20.6 Testing Requirements

(A) Employees are required to undergo testing when the City has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, or when the City is acting under the random testing policy described below, unless prohibited by applicable law. The City shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to discipline, including discharge, assuming reasonable suspicion existed for the tests, or the employee is being tested under the random testing procedure.

Each year, 25% of the employees shall be randomly tested during unannounced times. Such times shall be determined by the Director or designee.

Employees will be randomly selected from a pool of employee identification numbers. No employee shall be required to submit to a test if the time selected for the testing would result in the employee receiving less than ten (10) consecutive hours off work.

(B) Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, or to search(es) specified in Article 20.10 which require reasonable suspicion, the supervisor must first obtain concurrence from the supervisor's department head or their designee that the information available to the City about the subject employee is sufficient to support reasonable suspicion that prohibited conduct will be established as a result of such test(s) or search(es).

(C) The employee shall give consent to a blood, or unobserved urine test by signing a consent form. The form shall contain the following information:

- (1) Employee's consent to release the consequences of test results to the City Human Resources Director or a single designee, stating a doctor's conclusion regarding whether the results are positive or negative and whether the employee is medically fit for work.
- (2) The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
- (3) The consequences of a confirmed positive test result for a controlled substance, including marijuana;
- (4) The consequences of a positive test for alcohol, including one at or above .02%;
- (5) The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
- (6) The consequences of refusing to consent to the blood or urine test, if reasonable suspicion for the test(s) is proven to have existed.

(D) In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City at its expense shall require that a second confirmatory test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body. At least one of the City's tests must be means of gas chromatography/mass spectroscopy, unless the parties to the labor contract agree otherwise. The City shall be certain that the laboratory conducting the tests meets high standards of laboratory performance in terms of the laboratory's

precision, accuracy, sensitivity, specificity, limit of detection, and cutoff point. The City shall also be certain that the laboratory conducting the tests adheres to high standards of caring for test specimens, such as carefully monitored storage, documented chain of custody, and protecting samples from contamination. No test results shall be released to the Human Resources Director or a single designee until after a confirmatory test has been completed.

(E) If a blood or urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than sixty (60) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at their own expense at a laboratory approved by the City.

(F) The procedures followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this Policy. Test consequences shall be sent from the laboratory only to the City Human Resources Director or their single designee, and a conference immediately shall be scheduled with the employee to inform him or her of the test results. If the test results are positive, Weingarten rights shall apply to the meeting, a fact the City must make known to the employee.

20.7 Reasonable Suspicion

For purposes of this Article, "reasonable suspicion" means that facts and circumstances are within the knowledge of a City representative which data are reasonably trustworthy and sufficient to cause a reasonably prudent person to believe that an employee possesses or is under the influence of alcohol, or a controlled substance, including marijuana; has .02% or more blood alcohol content; or has a controlled substance, including marijuana, present in the body. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- (A) A pattern of documented abnormal or erratic behavior;
- (B) Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in prohibited conduct as defined in Section 3 of this Article, the identity of which source shall be available to the employee and the Association;
- (C) Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);

- (D) A work-related accident in conjunction with other facts which together support reasonable suspicion.

20.8 Consequences of Test Results

- (A) Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Section 3E of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be destroyed.
- (B) If an employee who has not previously committed prohibited conduct specified in Article 20.3(A), 20.3(B), 3(C), 3(D), or 3(E) is found to have committed such prohibited conduct, the employee immediately shall submit to a medical evaluation by a doctor selected and paid by the City, someone with specific formal training in drug and/or alcohol dependency medical problems. The evaluation will attempt to determine the extent of the employee's use of, and dependence on the abused substance(s); and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in their being considered for termination from employment. It is the doctor's responsibility to make any decision about the employee's medical fitness to perform the job to which they are assigned.
- (C) If an employee previously has committed prohibited conduct specified in Article 20.3(A), 20.3(B), 20.3(C), 20.3(D), or 20.3(E), and subsequently is found to have committed such prohibited conduct a second time within two years, they shall be considered for termination. The level of discipline imposed for subsequent instances of such prohibited conduct beyond two years may be termination but shall be determined on a case-by-case basis.

20.9 Voluntary Programs

The primary objectives of the City's substance abuse program are to maintain employee performance, good health, and a safe work environment. Employees with substance abuse problems are encouraged to seek voluntary help through EAP or other approved means.

20.10 Searches

- (A) The City reserves the right to conduct searches for any reason of City equipment or facilities generally and may search any physical thing or area directly connected to the Employers operation in which the employee has an expectation of privacy (i.e. desk or locker) when the City has reasonable suspicion to believe alcohol, marijuana or other controlled substances may be found.
- (B) The City may require an employee to submit to a search of the employee's clothing or personal property (such as a car on City property) when the City has reasonable suspicion to believe alcoholic intoxicants, marijuana or other controlled substances may be found. Assuming reasonable suspicion, refusal by the employee to submit to such a search of their clothing or personal property shall result in discipline.

20.11 Consequences of Search Results

- (A) Searches which do not reveal the presence of alcohol or a controlled substance(s), including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Article 20.3(D). The employee shall be informed of such search results, and all documents related to the incident shall be destroyed.
- (B) Searches which reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Article 20.5 or 20.8(B) and 20.8(C) as though a positive blood or confirmed urine test had been administered. All evidence produced by the search shall be retained by the Employer under lock and key until the employee has exhausted all contractual, administrative, and judicial appeals, if any. The employer shall be able to document the chain of custody.


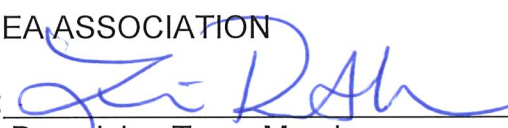
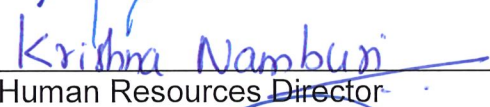
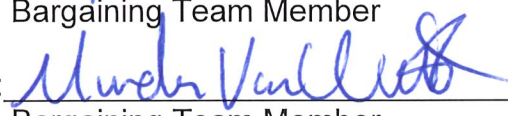

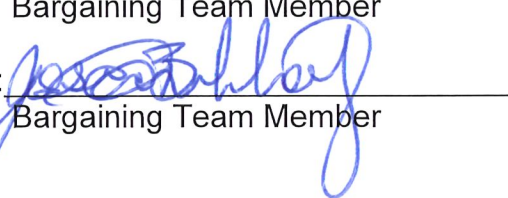
ARTICLE 21 - AGREEMENT TERMS

21.1 Agreement Term

This Collective Bargaining Agreement shall become and remain effective from July 1, 2023, and expire June 30, 2026, unless other dates are specified for certain Articles and section with a different effective date within the Agreement.

21.2 Execution

- (A) Either party may initiate negotiation of a successor agreement to this Agreement by serving written notice to that effect upon the other no later than December 30, 2025. Negotiations shall commence as soon as feasible thereafter.
- (B) In witness whereof, the CITY and the Association have executed this Agreement by the signature of their respective authorized representatives.

| | |
|---|--|
| CITY OF SALEM | PCEA ASSOCIATION |
| By:  | By:  |
| City Manager | Bargaining Team Member |
| By:  | By:  |
| Kribha Namburi | Bargaining Team Member |
| Human Resources Director | |
| By:  | By:  |
| Mike Niblock, Fire Chief | Bargaining Team Member |

APPENDIX A - Pay Plan

**12 - 911 PCEA
01-Jul-2023 thru 30-Jun-2024
3% Salary Adjustment**

| Classification | Pay Grade | Hourly Wage | | | | | Monthly Salary | | | | |
|--|-----------|-------------|-------|-------|-------|-------|----------------|----------|----------|----------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| Communications Specialist..12..395. | 12.Q04 | 28.23 | 27.81 | 29.48 | 31.27 | 33.16 | 4,546.53 | 4,820.40 | 5,109.87 | 5,420.13 | 5,747.73 |
| Communications Specialist.I.12..397. | 12.Q01 | 29.90 | 31.71 | 33.63 | 35.66 | 37.81 | 5,182.67 | 5,496.40 | 5,829.20 | 6,181.07 | 6,553.73 |
| Communications Specialist.II.12..398. | 12.Q02 | 33.63 | 35.66 | 37.81 | 40.08 | 42.50 | 5,829.20 | 6,181.07 | 6,553.73 | 6,947.20 | 7,366.67 |
| Communications Specialist.III.12..399. | 12.Q03 | 37.43 | 39.70 | 42.08 | 44.63 | 47.31 | 6,487.87 | 6,881.33 | 7,293.87 | 7,735.87 | 8,200.40 |

**12 - 911 PCEA
01-Jul-2024 thru 30-Jun-2025
3% Salary Adjustment**

| Classification | Pay Grade | Hourly Wage | | | | | Monthly Salary | | | | |
|--|-----------|-------------|-------|-------|-------|-------|----------------|----------|----------|----------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| Communications Specialist..12..395. | 12.Q04 | 27.02 | 28.64 | 30.36 | 32.21 | 34.15 | 4,883.47 | 4,964.27 | 5,262.40 | 5,583.07 | 5,919.33 |
| Communications Specialist.I.12..397. | 12.Q01 | 30.80 | 32.66 | 34.64 | 36.73 | 38.94 | 5,338.67 | 5,661.07 | 6,004.27 | 6,366.53 | 6,749.60 |
| Communications Specialist.II.12..398. | 12.Q02 | 34.64 | 36.73 | 38.94 | 41.28 | 43.78 | 6,004.27 | 6,366.53 | 6,749.60 | 7,155.20 | 7,588.53 |
| Communications Specialist.III.12..399. | 12.Q03 | 38.55 | 40.89 | 43.34 | 45.97 | 48.73 | 6,882.00 | 7,087.60 | 7,512.27 | 7,968.13 | 8,446.53 |

**12 - 911 PCEA
01-Jul-2025 thru 30-Jun-2026
3% Salary Adjustment**

| Classification | Pay Grade | Hourly Wage | | | | | Monthly Salary | | | | |
|--|-----------|-------------|-------|-------|-------|-------|----------------|----------|----------|----------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| Communications Specialist..12..395. | 12.Q04 | 27.83 | 29.50 | 31.27 | 33.18 | 35.17 | 4,823.87 | 5,113.33 | 5,420.13 | 5,751.20 | 6,096.13 |
| Communications Specialist.I.12..397. | 12.Q01 | 31.72 | 33.64 | 35.66 | 37.83 | 40.11 | 5,498.13 | 5,830.93 | 6,184.53 | 6,557.20 | 6,952.40 |
| Communications Specialist.II.12..398. | 12.Q02 | 35.66 | 37.83 | 40.11 | 42.52 | 45.09 | 6,184.53 | 6,557.20 | 6,952.40 | 7,370.13 | 7,815.60 |
| Communications Specialist.III.12..399. | 12.Q03 | 39.71 | 42.12 | 44.65 | 47.35 | 50.19 | 6,883.07 | 7,300.80 | 7,739.33 | 8,207.33 | 8,699.60 |