

**AGREEMENT**  
**BETWEEN**  
**CITY OF CLATSKANIE**  
**AND**  
**CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL 58**  
  
**GENERAL UNIT**

**EFFECTIVE**  
**Upon July 1, 2021 to June 30, 2024**

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## **PREAMBLE**

This Agreement is entered into by and between the City of Clatskanie, Oregon, hereinafter referred to as “the City” or “the Employer” and Chauffeurs, Teamsters and Helpers, Local 58, hereinafter referred to as “the Union”.

## **ARTICLE 1 – RECOGNITION**

Section 1. The City recognizes the Union as the sole and exclusive bargaining representative for employees employed by the City in the classifications listed in Exhibit “A”, attached hereto.

Specifically excluded from this bargaining unit are confidential and supervisory employees as defined by ORS 243.650 (6) and (14), part-time employees working less than fifty hours per month, temporary employees who work less than ninety days per year, and casual employees.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Section 1. Except as limited by an express provision of this Agreement, the Employer shall retain the right to exercise the customary functions of management, including, but not limited to, directing the activities of the City, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, layoff, transfer, reorganize, promote – demote, discipline, discharge, and to determine and assign work schedules, assign work, determine and assign needed training in conformity with this Agreement.

Section 2. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer’s right to determine the methods, processes, and means of providing services; to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment; and the assignment of employees to specific jobs within the bargaining unit.

Section 3. The Employer may establish, revise, and implement standards for performance, discipline, quality of work, qualifications, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the Employer must retain broad authority to fulfill its responsibilities and may do so by work rules, existing or future.

## **ARTICLE 3 – UNION SECURITY AND UNION RIGHTS**

Section 1. Public employees have the right to form, join and participate in the activities of labor organizations of their own choosing for the purposes of representation and collective bargaining with their public employer on matters concerning employment relations. The City and Union will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of Union affiliation or otherwise or legitimate activity as provided in this contract on behalf of the members of this bargaining unit. Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement.



Section 2. Dues Deductions and Required Information. The City agrees to deduct from the paycheck of each employee who has so authorized, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms provided by the Union.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. An employee revocation of their authorization for payroll deduction of payments to the Union must be by written notice to the Union and the City. In the event of an error in relation to dues deductions or Union membership, the parties agree to cooperate in making the appropriate adjustments.

The City will provide to the Union information required under ORS 243.804(4) with the monthly dues statement.

New Hires: City will provide required notice of new hires and related information as required by ORS 243.804(4).

Section 3. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 4. The City agrees to allow not more than two (2) employees to attend contract negotiations during working hours. Employees attending negotiations shall receive, from the City, their normal pay for all hours while attending negotiations during their regular work hours. Union Stewards/Designated Representatives will be afforded reasonable time to engage in union duties during work hours subject to the provisions of ORS 243.804 (a-f). In the event a concern is raised about the use of reasonable time, the parties will meet jointly in efforts to resolve the concern. If not resolved, the grievance process applies included mutual agreement to mediation through the ERB prior to the Joint Conference Board.

Section 5. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 6: New Employee Orientation. New employees will be afforded 30 minutes to meet with the Union on duty for New Employee Orientation within the first 30 calendar days of employment. Such orientation will be schedule with mutual agreement of the new employee's supervisor.



## **ARTICLE 4 – BULLETIN BOARD**

Section 1. The City agrees to furnish and maintain bulletin board space in a convenient place in the work area. Such space may be used by the Union. The Union will limit use of the board to factual matters and notices concerning official Union business. All notices shall be signed and dated by an authorized official of the Union.

## **ARTICLE 5 – UNION VISITATION**

Section 1. Authorized agents of the Union shall have reasonable access to the work areas of the employees covered by this Agreement during working hours, but will not unreasonably interfere with the employee's work. Prior to gaining such access, the Union Business Agent shall first contact the appropriate supervisor.

## **ARTICLE 6 – NON DISCRIMINATION**

Section 1. Both parties agree that there shall be no discrimination against any employee in the bargaining unit because of race, religion, color, creed, national origin, age, sex, union membership or non-membership, or marital status, or other legally protected status unless based on a bona fide occupational qualification or requirement.

## **ARTICLE 7 – PROGRESSIVE DISCIPLINE**

Section 1. The City agrees to act in good faith in the discipline of any employee. Disciplinary action may include but not be limited to: written reprimand, suspension without pay, loss of pay or privileges, demotion, or discharge. Progressive discipline will normally be expected before the employer acts to suspend or impose other economic discipline or discharge the employee. A written reprimand will be considered stale after 24 months from date of issue, subject to no further similarly related conducted. Economic disciplines of suspension without pay, loss of pay or privileges, or demotion will be considered stale after 36 months from date of issue, subject to no further similarly related conduct. Regardless of staleness, a prior discipline may be used to show notice of rule or for defense of civil matters. No prior disciplinary action shall be deemed necessary in cases of discharge or suspension of an employee, if the cause of such discharge or suspension is theft, gross insubordination, willful dishonesty, using or being under the influence of alcohol or controlled substance during working hours, violation of the drug and alcohol policy, gross negligence, violence or other misdeeds similar as to the seriousness of their impact on the employer-employee relationship.

Corrective actions: The parties acknowledge the needs of management to provide counseling and corrective action to assist employees with work performance. Corrective actions may include counseling, directives, work improvement plans and verbal warnings, even if reduced to writing. Corrective actions are not considered disciplinary actions and thus not subject to the grievance process. Corrective actions may serve as notice and progressive action.

Section 2. Whenever an employee is being interviewed by the City for a purpose which may lead to disciplinary action, the employee shall have the right, if such employee so requests at that time, to have a representative of the Union present during the meeting on the pending matter. The Union representative shall be present only as an observer and advisor and shall not act in

obstruction. When a decision is made on the matter, the City shall notify the employee of such decision as soon as reasonably possible.

Section 3. Prior to imposition of a suspension or termination, the employee will be provided a reasonable opportunity for a rebuttal meeting or similar.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

Section 1. In the event of any dispute arising as to the interpretation or application of this Agreement, the matter shall be handled in the following manner:

**Step 1.** The employee and/or shop steward shall first informally take up the complaint with his or her supervisor within five (5) days from the date of occurrence of the event which originally precipitated the grievance or within five (5) days of the time the employee should reasonably have become aware of such event.

**Step 2.** If the matter is not satisfactorily resolved at Step 1, the employee and/or the Union may reduce the grievance to writing and present it to the City Manager within fourteen (14) days of the occurrence of the event, which originally precipitated the grievance.

The written grievance shall include the following:

1. A concise statement of the grievance and the facts upon which it is based.
2. The specific Article(s) of the Agreement alleged to have been violated or misinterpreted.
3. The specific remedial action sought.

The City Manager shall within seven (7) days, provide the employee and the Union with a written decision.

**Step 3.** If the matter is not resolved at Step 2, the Union may, within seven (7) days of the receipt of the City Manager's decision in Step 2, provide written notice to the City of its desire to refer the matter to a Joint Conference Board for a hearing and final decision.

The Joint Conference Board shall consist of two (2) members selected by the City and two (2) members selected by the Union and a fifth disinterested person selected by a majority of the four (4) appointed members.

The Joint Conference Board shall convene a hearing on the matter(s) at issue and render a decision as soon as is practicable.

The Joint Conference Board shall rule only on the issue(s) presented and shall confine its decision to interpretation and application of the language of this Agreement. The Joint Conference Board shall have no right to add to, delete from, modify or nullify any provision of the Agreement.

The decision of the Joint Conference Board shall be based solely on evidence and testimony provided at the hearing and shall be final and binding on the parties.



Section 2. The City and the Union shall pay for the costs incurred in presenting their own cases under this Article as well as the expenses, if any, for their respective appointed members of the Joint Conference Board. Expenses and/or fees of the fifth Joint Conference Board member shall be divided evenly between the parties.

Section 3. Any time limits specified in this Article may be waived or extended by mutual written agreement between the City and the Union. Failure to submit a grievance in accordance with the specified time limits without such written agreement shall constitute waiver and abandonment of the grievance.

Section 4. A grievance may be terminated at any time upon receipt of a signed statement to that effect from the Union.

## **ARTICLE 9 – SENIORITY**

Section 1. Upon satisfactory completion of an introductory period, an employee's seniority for layoff shall be calculated on the basis of consecutive service in a job classification. Seniority for other matters is years of service since last date of hire.

Section 2. Seniority from last date of hire shall prevail in the preference for scheduling of vacations, compensatory time and holiday time off, provided such preference does not cause undue disruption to normal operations. In the interest of public safety, shift assignments will be made by the City based upon staffing needs, experience qualification and ability.

Section 3. In the event a layoff appears imminent, the City will contact the Union to immediately begin discussions regarding the possibility of reducing the hours of work for all members of the bargaining unit as a means to reduce and/or prevent the necessity of layoffs. Either party may at any time terminate these discussions.

In the event of a layoff, all extra and part-time employees in a given classification shall be laid off prior to the layoff of any regular full-time employees in that classification.

In determining the order of layoff and recall of regular full-time employees within a classification, the City shall consider the qualifications, capability, skills, and past performance of the employees involved. If the City determines that the qualifications, capability, skills, and past job performance of the employees are equal, seniority shall prevail. In the event of a layoff situation, each affected employee will receive a thirty (30) day notice before a layoff begins. It is agreed the employer's determination will not be arbitrary or capricious. Each employee that is laid off and not eligible to retire with full Oregon PERS benefits will receive the equivalent of one (1) month salary and health insurance benefit to be paid in a lump sum upon separation from the City. This benefit is subject to taxes but not subject to PERS.

## **ARTICLE 10 – INTRODUCTORY PERIOD**

Section 1. All new hires and promotions shall be tentative and subject to an introductory period of six (6) consecutive months. (180 days from date of hire)



Section 2. During the initial introductory period, an employee serves at the pleasure of the City and may be terminated at any time without recourse to the grievance procedure of this Agreement.

Section 3. During the promotional introductory period of six (6) months, (180 days from date of promotion) the promoted employee may be demoted at any time without recourse to the grievance procedure. The employee shall have reinstatement rights to the position from which promoted, however, even though this may necessitate the layoff of the employee in the promoted employee's former position.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

Section 1. The hours of work and schedules for employees employed under this Agreement shall be determined by the City, consistent with the City's operational needs.

The normal 7-day work week will run from 8:00 a.m. Monday through 7:59 a.m. the following Monday.

However, work schedules for full-time employees shall normally provide for a workweek of forty (40) hours within a specific seven (7) day period.

Section 2. Overtime. Employees required to work in excess of forty (40) hours per workweek or in excess of a shift, as preauthorized by a supervisor will be compensated for such time at one and one-half (1.5) times the regular hourly rate of pay. Overtime hours is subject to supervisory approval.

For the purpose of this section, sick leave, comp time, jury leave, funeral leave, holidays, vacations, and required and approved training taken by the employee shall be considered as hours worked.

Section 3. Compensatory Time. A non-exempt employee who works more than forty (40) hours in a work week is eligible to accrue compensatory time to a maximum of one hundred twenty (120) hours each fiscal year ending June 30. Effective the month following execution of this agreement, the maximum bank will be changed from 120 hours to 140 (one hundred forty) hours. Overtime work may be compensated by the accumulation of compensatory time at the rate of one and one-half time the hours worked. Compensatory time off may be granted at such times and in such time blocks with the City's discretion subject to the operating requirements of the City. In order to reduce or keep accrued compensatory time within the maximum limit of 140 (one hundred forty) hours on June 30th, the City at any time may purchase the compensatory time balance of any employee or may require any employee to schedule time off. The accrued compensatory time balance of any employee shall be paid to employee upon separation of employment.

Compensatory time shall be scheduled with the approval of the department head, consistent with operational needs of the department. If an employee is denied compensatory time off based on workload demand, then the City will pay for the extra accrual in June. of each year.

At the sole discretion of the City Manager, an employee may request to receive compensation for accrued compensatory time hours in cases of hardship to be capped at 40 (forty) hours.

Section 4. In no event shall overtime be paid twice for the same hour(s) of work.

Section 5. Callback. Callback time shall be approved by the supervisor in writing. Callback time shall be paid at a minimum of two (2) hours at the rate of time and one-half the employee's regular rate of pay. This provision applies only to full time employees.

After Hours Work Phone Call. Employees responding to a work-initiated phone call for more than 5 minutes when off duty will be compensated in a minimum increment of 15 minutes. Calls of 5 minutes or less are considered insubstantial and are not compensated, unless there are multiple calls. This provision does not apply to requests for call-back. Employees will record on their timesheet duration and topic of the call.

Section 6. Staff Meetings. The employer shall be permitted to call mandatory attendance staff meetings. Employees required to attend such meeting outside their shift shall be compensated for all time in mandatory attendance with a minimum of one (1) hour at his or her applicable straight time rate of pay or time and one-half (1½), if applicable. Except in cases of emergency or other circumstances warranting shorter notification, three (3) days prior notification of meeting time and dates shall be provided to the employees.

Section 7. Emergency Call-Out.

A. Employees may need to respond to emergency or extraordinary conditions. The City will provide employees with a cellular phone/pager to allow for contact at any time. If an employee chooses to use their personal cell phone for contact purposes, they may do so at their expense. All employees paged shall call in for instructions. All reasonable efforts will be made to respond if needed. The employee will not be entitled to any pay unless they respond.

Section 8. Weekend Duties.

B. Public Works employees assigned to weekend or holiday responsibilities shall receive an additional Ten dollars (\$10.00) per day for each weekend or holiday assigned. The parties agree that weekend duties should not exceed 2 hours 45 minutes per day. Employees will be paid overtime according to this article. If additional time is necessary to complete the duties, the employee will contact the Public Works Director or designee. The supervisor must preauthorize weekend or holiday responsibilities.

## **ARTICLE 12 – HOLIDAYS**

Section 1. All regular employees shall be entitled to the official holidays listed below with pay. Full-time employees shall receive regular compensation; part-time employees shall be compensated in proportion to the employee's budgeted FTE.



New Years Day – January 1  
Martin Luther King Day – Third Monday in January  
President's Day – Third Monday in February  
Memorial Day – Last Monday in May  
Independence Day – July 4  
Labor Day – First Monday in September  
Veterans Day – November 11  
Thanksgiving Day – Fourth Thursday in November  
Friday after Thanksgiving  
Christmas Eve Day – December 24  
Christmas Day – December 25

In addition to the above, regular employees receive one (1) floating holiday per year. This holiday will be credited on July 1 of each fiscal year and must be used by June 30. The floating holiday may not be carried over to the following fiscal year or credited to another type of leave.

Section 2. If any such official holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday.

Section 3. An employee who works on a recognized holiday shall receive his/her normal straight time holiday pay plus time and one-half pay for all hours worked. The qualifying period for such purposes is from 8:00 A.M. on the holiday until 8:00 A.M. the following day.

Section 4. Holidays which occur during vacation shall not be charged against such leave. The floating holiday balances will be noted on paychecks.

## **ARTICLE 13 – VACATIONS**

Section 1. Vacation benefits are intended to provide eligible employees with a period of paid rest and relaxation away from work. Accordingly, employees are encouraged to schedule vacations each year, and to use all earned vacation benefits. Employees shall request vacation time in writing, and the City will approve or deny any such request. If a holiday falls during an employee's scheduled vacation, an employee who is otherwise eligible for holiday pay will receive pay for that holiday and will not be charged for vacation benefits for that day. Vacation credits shall not accrue during any unpaid leave of absence.

Unused accrued vacation time in excess of 200 hours will be lost on June 30 of each year. In the event an employee is denied vacation time based on workload demand within 3 months prior to June 30th and the employee has reached the maximum accrual on June 20, the City will permit the employee to roll over the hours of denied vacation to the next vacation year or the employee may elect to receive compensation for the hours denied payable by the last business day in June. Accrued and unused vacation benefits up to a maximum two hundred (200) hours shall be paid upon employment separation.

The City provides vacation benefits to its regular full-time employees. Eligible regular part-time employees shall receive prorated vacation benefits based on the employee's budgeted FTE.



Vacation benefits for regular full-time employees will accrue monthly up to the annual amount of accrual as listed below:

<u>Years of Continuous Service</u>	<u>Annual Accrual</u>
0 through completion of year 4	80 hours
5 through completion of year 9	120 hours
10 through completion of year 14	160 hours
15 through completion of year 19	200 hours
20 or more	240 hours

Section 2. Vacation leave shall accrue on a monthly basis.

Section 3. Employees may sign up for vacations during the months of January and February. Duplicate requests shall be resolved by seniority. Seniority may be used only once per calendar year. Other requests shall be on a first-come, first-served basis. Vacations shall be scheduled with approval of the Department Head, consistent with operational needs of the Department.

Section 4. Vacation leave shall not be used in blocks of more than ten (10) working days without advance approval of the department head.

Section 5. Earned vacation time may be used for sick leave if necessary.

Section 6. Upon separation from City employment, unused but accrued vacation shall be paid in a lump sum to the employee or his/her estate in the event of his/her death.

## **ARTICLE 14 – SICK LEAVE**

Section 1. Sick leave is an income replacement, insurance-type benefit. It safeguards a wage income and guarantees City-paid fringe benefit premiums during the time an employee is off work due to a non-occupational injury or disease. Abuse of sick leave is cause for disciplinary action up to and including dismissal.

Section 2. All regular full-time employees shall earn sick leave with full pay at the rate of eight (8) hours leave for each calendar month of service. Regular part-time employees shall earn sick leave on a pro-rated basis based on budgeted FTE, with minimum amounts as required by Oregon Law. Sick leave shall accrue from the date of employment, however employees may not use accrued sick leave until the 31<sup>st</sup> day of employment. It cannot be used in advance of accrual. Sick leave may be accumulated without limit, but may not be exchanged for compensation or other leave.

Section 3. Employees are eligible to use sick leave for the following reasons:

- A. Personal illness or injury.
- B. Quarantine of an employee by a physician for non-occupational related disability or illness.
- C. Illness in the immediate family as permitted by applicable law.

- D. Doctor, Dental, and Optical appointment for employee and immediate family members.
- E. For use of leaves beyond those covered by Oregon Sick Leave law, and at the discretion of the City, sick leave may be used for medical appointments (doctor, dental and optical) for immediate family members due to health and/or age related reasons. Denial of use of sick leave under this sub-section is not grievable.

Section 4. Upon approval by the City, an employee may be allowed to donate vacation or compensatory time to another employee dollar for dollar. No single employee may reduce vacation accrual under 80 hours for this purpose. Such approval may be granted on a case-by-case basis and denial of an employee request is not grievable. Donated leave is forfeited by the donor.

Section 5. Employees shall be charged sick leave hour for hour for the time absent.

Section 6. Should an employee be unable to report to work because of any of the reasons set forth in Section 3, he/she shall report the reason for his/her absence to the appropriate supervisor at the earliest possible time. Sick leave with pay in excess of three (3) working days may result in the City requiring a written statement from a physician certifying that the employee's condition prevented him/her from appearing for work. When an employee has been under a Physician's care, such as serious illness or recovery from surgery, a Physician's release may be required before the employee can return to work.

Section 7. Unused sick leave normally has no compensable value at termination. Employees retiring from City service may apply up to one-half of the monetary value of accumulated sick leave in determining final average salary as permitted by PERS rules and regulations. (ORS 238.350 is for Tier I and Tier II only).

Section 8. Earned sick leave cannot be used for vacation.

Section 9. If an employee becomes physically disabled off the job and is not able to return to work and does not have earned sick leave or paid vacation time accrued, the employee may apply to the City Manager for a disability leave of absence, without pay and without City-paid benefits for a maximum period of one (1) year.

Section 10. Coordination with Worker's Compensation payments: An employee may choose to use sick leave to equal the difference between the Workers' Compensation payments for time loss and the employee's regular net income. In such instances, the agency prorates charges against the employee's accrued sick leave. Employees retain their worker's compensation benefit payments. An employee who exhausts sick leave may choose to use other accrued leave to equal the difference between Workers' Compensation payments for time loss and the employee's regular net salary. In such instances the agency prorates charges against the accrued leave. Using leave while receiving time loss benefits is not required. An employee's regular net income is the employee's regular salary for regularly scheduled work and does not include overtime. In the event the employee exhausts his/her leave banks, the employee will be placed on leave without pay and will retain their worker's compensation checks.

Employees must provide the City timely copies of the worker's compensation payments in order to calculate or reconcile use of accrued paid leaves. The City shall recover any amount of salary overpayment through payroll deduction or direct payment by the employee.



## **ARTICLE 15 – BEREAVEMENT LEAVE**

Section 1. Upon timely notification to the employee's supervisor, full-time regular employees may take up to three (3) paid days off (a day is 8 hours) without deduction from accumulated vacation, comp time, floating holidays or sick leave in the event of the death of an immediate family member. Immediate family shall mean: spouse, child, parent, brother, sister, stepchild, stepparent, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the event of the death of a parent, child, or spouse, an additional 16 hours paid off is available. Bereavement leave must be taken subject to the timing rules of OFLA and time taken is concurrent to OFLA leaves.

If necessary, seven (7) additional days may be allowed with the approval of the City. Each day so allowed and taken shall be deducted from the employee's vacation, sick leave or accrued compensatory time as mutually agreed upon between the city and employee.

## **ARTICLE 16 – JURY AND WITNESS DUTY**

Section 1. The City agrees to grant all regular full-time employees time off work with pay, to respond to summons to testify as a court witness to provide information derived as a result of on duty employment. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually responding to the summons to testify in such cases. Upon completion of court witness service, such employee shall forward reimbursement monies received from the court, or other party served, to the City immediately upon receipt of it.

Section 2. Employees shall be allowed time off without loss of pay for serving on jury duty. For each absence due to jury duty the employee will receive the difference in pay received from the court and his/her regular straight time rate of pay for the hours absent from work. The employee must submit proof of jury duty attendance to the payroll office. In the event an employee has used the employee's personal, privately owned vehicle for jury service outside the City, such employee shall be allowed to retain the mileage compensation portion paid by the Court. In the event that an employee is called for jury duty and excused prior to the end of the employee's workday, such employee shall report to work immediately and continue normal work activities.

## **ARTICLE 17 – WAGES**

Section 1. Employees shall be paid in accordance with Exhibit "A", attached hereto and made a part of this Agreement.

Effective July 1, 2021 or upon execution, the later of either, step 1 of the salary scale will be adjusted by 3%.

Effective July 1, 2022, step 1 of the salary scale will be adjusted by 3%.

Effective July 1, 2023, step 1 of the salary scale will be adjusted by 3%.

Steps are 5% apart.



Section 2. Steps. Regular full-time employees will receive annual step increases up to the top of their wage classification scale based on the employee's hire date with their classification and upon yearly satisfactory performance evaluation. Denial of a step may be subject to the grievance procedure.

Section 3. Management shall have the right to recommend individual merit increases based on performance and/or changes in responsibilities, which occur during the term of this agreement.

Section 4. The City has a plan for regular full-time employees to reward longevity of employment with pay increases in accordance with the compensation plan adopted by the City Council. Longevity is paid according to the following flat rate schedule:

<u>Completed Years of Continuous Service</u>	<u>Monthly Payment</u>
Beginning: 7 through completion of year 9	\$25
10 through completion of year 14	\$75
15 through completion of year 19	\$150
20 through completion of year 24	\$200
25 through completion of year 29	\$250
30 or more	\$300

An employee retains longevity when reclassifying or transferring to another position. Longevity is forfeited if an employee is dismissed, resigns of his/her own accord or is absent from City service longer than one (1) year. Longevity pay is not subject to COLA. This section longevity will not apply to any employees hired after July 1, 2012.

Section 5. Incentives.

The employer will pay the following incentive pay to employees upon written and prior approval by the City for the training and receiving the certificate as provided below. In the event an employee is promoted to a position that includes a requirement to have a particular certification for the position, the incentive pay will no longer be paid or be applicable. Payment under this section is limited to two certifications. The incentive pay for each certification is 1% of base hourly rate. Payment is made the month following proof of certification to the City. The City will make available these incentive pays effective the month following execution of this agreement.

A. For the classifications of Utility I and II, Plant Operators, and Foreman:

Filter Endorsement

Cross Control Specialist

AWS/API Welding Certificate

Pesticide App License

Limited Maintenance Electrician

Payment under this section is limited to two certifications.

B. For the classification of Utility Worker I:

Water Distribution II

Water Treatment II

Wastewater Collections II

Payment under this section is limited to two certifications.

C. For the classification of Utility Worker II:

Wastewater Treatment III

Water Treatment III

Wastewater Collection III

D. For the classification of Wastewater Plant Operator:

Wastewater Treatment IV

Water Distribution II

Water Treatment II

E. For the classification of Water Treatment Plant Operator:

Wastewater Treatment II

Waste Water Collection II

F. For the classification of Foreman:

Water Treatment II

Filtration Endorsement

Waste Water Treatment II

## **ARTICLE 18 – HEALTH AND WELFARE**

Section 1. Medical-Hospital, Dental and Vision insurance is available for all eligible employees and their eligible dependents for regular full-time employees as provided through the carrier. Regular part-time employees who regularly work thirty (30) hours or more per week shall

receive a pro-rated City contribution based upon their hours worked in the current pay period, should the employee choose coverage.

Section 2. Monthly Premium Contribution: The employee's portion of any cost sharing shall be deducted from the employee's paycheck on a pretax basis at the employee's option. The employer will pay \$20 per month to each employee's HRA/VEBA.

The City will offer coverage through Oregon Teamsters Employers Trust (OTET) for plan FW Medical, D-6 Dental, and V-4 Vision and as provided by the OTET Subscription Agreement and under the representation from OTET and the Union that the plan complies with State and Federal law and the Affordable Care Act. Employees must work at least 80 hours per month to be eligible for coverage.

The City will pay the full premium for full time employees. The City will contribute a pro-rated portion of the premium for part time employees pro-rated based on the budgeted FTE, subject to ACA regulations. The parties acknowledge that changes in insurance benefits are subject to the sole discretion of OTET and not subject to bargaining.

For 2018 and thereafter, if any additional tax under the Affordable Care Act is imposed and subsequently charged to the employer by the carrier (for example: Cadillac Tax), the employee will be responsible for the equivalent taxable amount imposed payable through payroll deduction.

Section 3. Life and Accidental Death and Dismemberment insurance is available for eligible employees. The City will contribute up to one-half of the monthly premium for regular full-time employees and a pro-rated contribution for regular part-time employees. The face amount of coverage is \$35,000.

Section 4. Health Care Cost Containment. During the course of this Agreement, either party may initiate discussions regarding health care cost containment. By mutual agreement of the parties, an alternate program or plan may be adopted.

## **ARTICLE 19 – RETIREMENT**

Section 1. New employees that are currently Public Employees Retirement System (PERS) or Oregon Public Services Retirement Plan (OPSRP) eligible are required to participate in those programs immediately upon hire. New employees that are not PERS or OPSERP eligible are required to participate after six (6) months full-time employment or 600 hours in a calendar year of part-time employment.

Section 2. The City pays both the employer and employee contributions to PERS or OPSRP as permitted by ORS 238.205



## **ARTICLE 20 – TRAINING AND DEVELOPMENT**

The City encourages continued education and training for employees to enhance job performance and assist in potential career advancement. The City shall provide within budget limitations such in-service training as deemed necessary and beneficial to the delivery of services and performance of duties.

The City is permitted to direct the attendance of an employee, and each employee shall attend, any and all school and training sessions as mandated by the City. The employee will be compensated for actual class time spent in such training mandated by the City at the employee's regular straight time rate unless otherwise provided by the Fair Labor Standards Act (FLSA). Voluntary attendance at non-required training courses shall not be considered work time, even though the City may, at its discretion, pay for all or part of the expense of such training.

Employees may request compensation for the cost of college-level, technical or other academic course work, seminars, and conferences relevant to their current or future roles in the organization. Such requests must be made in writing to the City Manager for approval prior to the employee's enrollment or participation. Reimbursement for college-level course work will only be made if the employee receives a passing grade of "C" or better. All training activities involving a cost to the City must be in writing and approved in advance.

## **ARTICLE 21 – JOB ANNOUNCEMENTS**

Section 1. Announcements of all vacancies and new positions within the Department shall be furnished to the employees and the Union through a written notice as far in advance of the date of opening of any vacancy or new position as possible. Said notice of new position shall clearly set forth the job description for the position. Current qualified full-time employees shall have the first opportunity to fill vacancies and new positions.

## **ARTICLE 22 – PERSONNEL FILES**

### **A. Maintenance of File**

Official personnel records for all employees shall be maintained by the City. If there is a change of name, address, telephone number, marital status, or number of dependents, the City should be notified. Whenever an entry is made by the City into an employee's personnel file, a duplicate copy shall be supplied to the employee. Any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the City. An employee's personnel and medical files are confidential and access to such files is limited to City personnel with a "need to know." However, there are limited circumstances in which a portion of an employee's file may be available to the public in compliance with state public record laws.

### **B. Removal of Items from File**

Documents shall not be removed from a personnel file, except pursuant to a determination by the City Manager that a particular document is not accurate, or is no longer relevant to any personnel or performance matter. Any document that is removed shall be maintained in a separate file

containing all such documents, not indexed under the name of the employee. In appropriate cases, a document may be changed or a new and correct document substituted.

#### C. Medical Records

Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. While these records shall be treated as confidential, Supervisors may be informed regarding work restrictions and accommodations when necessary. Medical files also may be subject to disclosure through a valid subpoena issued by a court or government agency.

#### D. Access by Employee

An employee may review his or her personnel file at reasonable times during regular business hours and under such conditions as may be required by the City. An employee is also entitled to a copy of his/her personnel file upon request at a reasonable cost to the employee.

### **ARTICLE 23 – PERSONNEL POLICIES AND WORK RULES**

Section 1. Personnel policies and work rules may be promulgated and administered by the City as it may from time to time decide. If there is any conflict between the provisions of this agreement and any personnel policy or work rule, the applicable provision of this agreement shall govern.

Changes or additions to such rules or policies shall be furnished to the union prior to implementation with 14 days notice. Should the Union seek to review such changes, the parties may proceed under the terms of Public Employee Collective Bargaining Act/PECBA

### **ARTICLE 24 – SAFETY**

Section 1. The City and the employees agree to abide by applicable Federal, State and City safety regulations.

Section 2. The City will provide a \$250.00 clothing/work boot payment for Public Works Employees per year for the purchase of necessary work equipment. There will be no carry over from year to year and the employee shall receive the clothing/work boot payment in July. Employee must wear suitable work boots to accommodate the job. The allowance may be subject to State and Federal Taxes.

### **ARTICLE 25 – DRUG TESTING**

Section 1. Statement of Principle. The City recognizes that the use of drugs and alcohol, whether on or off the job, may adversely affect job performance and may constitute a serious threat to the health and safety of the public and other employees. Disciplinary actions resulting from violations of this policy may result in a full range of discipline from counseling to immediate discharge depending on the severity of the violation as determined by the City.



## Section 2. Definitions:

- A. Drugs and Alcohol. For purposes of this Policy, “drugs and alcohol” is defined as any intoxicant or controlled substances as defined by state or federal law, excluding any substance lawfully prescribed for the employee’s use by a physician, pharmacist, or other health care provider.
- B. Drug and Alcohol Test. A “drug and alcohol test” is the compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
- C. Reasonable Suspicion. “Reasonable suspicion” is defined as specific observations by a member of City management concerning an employee’s work performance, attendance patterns, appearance (including noticeable odor of alcoholic beverage), behavior, or speech. Reasonable suspicion testing may also apply for an on-the-job accident or incident involving physical injury to any person or property damage to City property.

Section 3. Prohibited Conduct. Except as authorized by City policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to discipline up to and including discharge:\*

- A. The unlawful buying, selling, transporting, manufacturing, possession, providing or use of intoxicants or any controlled substances (under Federal and State law): while on duty, representing the City, in City buildings or facilities, or operating City equipment, including motor vehicles; or if subject to violation of law regardless of quantity.
- B. Reporting for work or working under the influence of controlled substances or intoxicants, or reporting to work or working with a detectable odor of alcohol (as determined in the sole discretion of the City).
- C. Failure to immediately notify the employee’s Supervisor regarding consumption of any intoxicants or controlled substances in the event the employee is called out by the City to perform additional duties.
- D. Refusing to consent to a drug and/or alcohol test requested by the City.
- E. Refusing to report for a drug and/or alcohol test in a timely manner as required.
- F. Tampering with, diluting or attempting to dilute the employee’s urine or blood following a request for a drug and/or alcohol test.
- G. A positive drug and/or alcohol test.

\*prior to economic sanction/discharge, employee will be given rebuttal opportunity. Employees may be placed on administrative leave pending.

Section 4. Grounds for Testing. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this policy or if state or federal rules require such testing. Random testing of all employees is prohibited.

Section 5. Selection of Qualified Laboratory and Testing Methods. The City will retain a contract with a certified laboratory for purposes of drug and/or alcohol testing under this policy. Testing for controlled substances generally will be done using a urine sample. Testing for alcohol generally will be done using a Breathalyzer as a first option.

Section 6. Procedures When Urine or Blood Sample is Given.

- A. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
- B. If a blood sample is required, the employee will be transported as soon as possible to the testing facility by a City managerial employee.
- C. The employee will be informed of the test results no later than the next business day following the date on which the City receives the results. An employee who tests positive for the presence of any intoxicants or controlled substances also will be provided with a copy of the test result.

Section 7. Procedures When Using a Breathalyzer Test. The following procedures shall be followed when an employee is asked to consent to submit to a breath test to determine the alcohol content of his/her blood:

- A. The employee will be transported to the testing facility by a City managerial employee.
- B. After the breath test, the employee will be provided the results. After the test, the employee will be on paid administrative leave until the City makes a final determination as to the employee's employment status.

Section 8. Consequence of a Positive Result. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this policy is subject to the full range of disciplinary actions from referral to drug or alcohol counseling to immediate discharge. The decision as to what form of discipline will be imposed is within the sole discretion and judgment of the City.

Section 9. Prescribed Medications. An employee taking an over-the-counter medication or prescribed drug should determine from his/her physician or pharmacist whether any such drug might impair the employee's ability to perform his/her job safely and effectively. If the employee's performance may be so impaired, the employee must advise his/her Supervisor so that any necessary reasonable accommodation can be considered.

Section 10. Searches. The City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating the provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct searches for other purposes or searches related to any criminal investigation.



## **ARTICLE 26 – TRAVEL REIMBURSEMENT**

Section 1. When an employee is authorized to utilize a personal vehicle in the performance of official City duties, reimbursement shall be at the current IRS standard mileage rate. When a City vehicle is used, then the City will pay for the gas.

Section 2. The City agrees to reimburse employees for reasonable expenses of pre-authorized work, including travel, meals and lodging when such work is performed outside of the City. The City may require receipts for any or all reimbursements, and the City reserves the right to set limits and conditions of expense reimbursement. The reimbursement amount for meals will be in accordance to current City Travel policy in effect on July 1, 2012.

## **ARTICLE 27 – LEAVES OF ABSENCE**

Section 1. Upon written application and written permission from the City, leaves of absence for personal reasons can be taken, based on individual need of the employee and operational efficiency of the City.

Section 2. Employees on approved leave of absence shall retain and keep their seniority standing. Any employee who does not return from or overstates a leave of absence without sufficient cause or reasonable excuse can and will be considered to have quit the City's employment, and if rehired, shall be considered for all purposes, a new employee.

## **ARTICLE 28 – OUTSIDE EMPLOYMENT**

Outside employment shall be permitted only with the express prior approval of the City. Each change in outside employment will require separate notice and approval. The City Manager may revoke permission for outside employment if determined to be in conflict with City duties and/or the employee's work obligation.

Outside employment shall:

- A. Be compatible with the employee's City work.
- B. In no way detract from the efficiency of the employee in his/her City work.
- C. In no way conflict with the interest of the City or be a discredit to the City.
- D. Not be illegal.

## **ARTICLE 29 – SAVINGS CLAUSE**

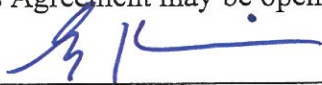
Section 1. It is the intention of the parties hereto to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of the Agreement shall be complied with unless any of such provisions are unlawful or be declared invalid or inoperative by a court of competent jurisdiction, a legislative body or administrative agency.

Should any provision of this Agreement and/or any attachments hereto be held unlawful or be invalid by operation of law or by any court of competent jurisdiction, a legislative body or administrative agency, or if compliance with or enforcement of any provision be restrained by such entity, the remainder of this Agreement and/or attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision and/or any attachments hereto consistent with ORS 243.698.

### ARTICLE 30 – TERMINATION

This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect through June 30, 2024. It shall remain in full force and effect from year to year thereafter unless either party shall serve written notice of desire to open it for change or to terminate it, not later than February 15 prior to its subsequent anniversary date.

This Agreement may be opened by mutual consent to address other specific issues.

  
\_\_\_\_\_  
Gregory A. Hinkelman  
City Manager

Date 30 June 2021

  
\_\_\_\_\_  
Walter LaChapelle  
Union Representative

Date 6/14/21



**EXHIBIT A – WAGES**  
**CITY OF CLATSKANIE STEPS BY CLASSIFICATION**

*Monthly rate of pay for a 40-hour week using a 2080 hours yearly schedule*

*Steps are 5% apart*

**As of July 1, 2021**

Range	Classification	STEPS					
		1	2	3	4	5	6
14	Public Works Foreman II	5040	5292	5557	5835	6127	6433
13	Public Works Foreman I	4801	5041	5293	5557	5835	6127
13	Chief Operator	4801	5041	5293	5557	5835	6127
12	Treatment Plant Operator II	4572	4801	5041	5293	5558	5836
11	Utility Worker II	4354	4572	4800	5040	5292	5557
8	Treatment Plant Operator I	3762	3950	4148	4355	4573	4801
8	Utility Worker I	3762	3950	4148	4355	4573	4801
8	Senior Clerk	3762	3950	4148	4355	4573	4801
5	General Clerk	3248	3411	3581	3761	3949	4146

As of July 1, 2022

Range	Classification	STEPS					
		1	2	3	4	5	6
14	Public Works Foreman II	5192	5451	5724	6010	6310	6626
13	Public Works Foreman I	4945	5192	5451	5724	6010	6311
13	Chief Operator	4945	5192	5451	5724	6010	6311
12	Treatment Plant Operator II	4710	4945	5192	5452	5725	6011
11	Utility Worker II	4485	4709	4944	5191	5451	5724
8	Treatment Plant Operator I	3875	4069	4272	4486	4710	4945
8	Utility Worker I	3875	4069	4272	4486	4710	4945
8	Senior Clerk	3875	4069	4272	4486	4710	4945
5	General Clerk	3346	3513	3689	3873	4067	4270

As of July 1, 2023

Range	Classification	STEPS					
		1	2	3	4	5	6
14	Public Works Foreman II	5347	5615	5895	6190	6500	6825
13	Public Works Foreman I	5093	5348	5615	5896	6190	6500
13	Chief Operator	5093	5348	5615	5896	6190	6500
12	Treatment Plant Operator II	4851	5093	5348	5616	5896	6191
11	Utility Worker II	4619	4850	5093	5347	5615	5895
8	Treatment Plant Operator I	3991	4191	4400	4620	4851	5094
8	Utility Worker I	3991	4191	4400	4620	4851	5094
8	Senior Clerk	3991	4191	4400	4620	4851	5094
5	General Clerk	3446	3619	3800	3990	4189	4398