COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF FAIRVIEW, OREGON
AND
TEAMSTERS LOCAL NO. 223

JULY 1, 2018 THROUGH JUNE 30, 2021

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PREAMBLE

THIS AGREEMENT is entered into between the City of Fairview, Oregon (hereinafter referred to as the "City"), and Teamsters Local 223 (hereinafter referred to as the "Union"). All benefits for full-time employees set out herein shall be prorated for part-time employees covered by this Agreement.

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as set out in ORS 243 for all eligible employees of the City of Fairview, excluding confidential, supervisory, casual, part-time employees who work less than twenty (20) hours per week, seasonal or temporary employees, strike-prohibited employees and the information technology position that assists the Finance Director and is responsible for internal investigations regarding the information technology system.

Any disputes regarding bargaining subjects shall be deferred to the Employment Relations Board and will not be subject to the grievance procedure contained herein.

ARTICLE 2 – CITY SECURITY

2.1 NO STRIKE. The Union and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other interruption of City services. Employees in the bargaining unit while acting in the course of their employment will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line.

In the event of a strike, work stoppage, slow-down, picketing, observance of a picket line or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will make every reasonable attempt to secure an immediate and orderly return to work.

Any disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the City.

2.2 NO LOCKOUT. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of 2.1.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as specifically limited in this Agreement, the City shall have all legal and customary rights including, but not limited to, the exclusive right to:

A. Determine the mission of its departments, divisions, boards, and commissions, and set all standards, types, and frequency of service;

B. Exercise complete control and discretion over its organization, operations, and the technology of performing its work;

C. Determine the procedures and standards of selection for employment and promotion;

D. Direct and supervise employees, including the right to hire and to discipline or discharge for cause, relieve employees from duty;

E. Establish and administer the fiscal budget;

F. Determine and direct the evaluation of employee performance, including the methods and procedures to be used;

G. Determine and direct all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; and

H. Maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Union are limited to those under state law and those specifically set forth in this Agreement. The City retains all authority, powers, privileges, and rights not specifically limited by the terms of this Agreement, provided any bargaining obligation arising from ORS 243.650-672 is satisfied.

Nothing herein shall be considered a waiver of the Union's right to collectively bargain over changes in mandatory subjects of bargaining.

ARTICLE 4 –UNION SECURITY/BUSINESS

4.1 FAIR SHARE. The City and the Union agree to a "fair share" agreement for all employees in the bargaining unit as defined in Article 1.

4.2 CHECK OFF. All employees covered by this contract shall, on the first of the month following thirty (30) days of employment, either (1) become and remain a member of the Union; or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee has not joined the Union by the required time, the fair share will be automatically deducted from the employee's pay check by the City and paid to the Union. The amounts under this Section 4.2 shall be deducted from the first paycheck of each month and shall be transmitted to the Union by the last day of each month.

4.3 NEW HIRE NOTIFICATION. The City will notify the Union of all new hires into the bargaining unit within thirty (30) days after they have been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

4.4 RELIGIOUS OBJECTIONS. Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body shall be protected. Such employees shall inform the City and the Union of their objection and pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the City that this has been done.

4.5 ADJUSTMENTS AND INDEMNIFICATION. The City shall not be held liable for errors in deductions provided in this article unless the City, upon written notification from the Union or an employee, within forty-five (45) days of the error, fails to correct the error within one (1) month. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits brought against the City as a result of this article. The Union shall provide the City prior written notice of at least one(1) month of any changes in dues amounts.

Annotation – It is intended that all claims of error shall be brought to the City's attention within forty-five (45) days of the error. If this notification is not done timely, the City will have no obligation to investigate or correct.

4.6 UNION ACTIVITY RESTRICTED TO OFF DUTY. Except as otherwise provided in this Agreement, during the employees' working hours the Union/employees shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union. This provision shall not prohibit conversations concerning negotiation matters so long as they do not interfere with the work and duties of any employee.

4.7 VISITS BY UNION REPRESENTATIVES. The City agrees that the Union representatives accredited by the Union shall be accorded reasonable access to bargaining unit members for the purpose of Union business providing that such access does not interfere with the performance by City employees of their duties. Permission of the affected department head(s) must be obtained in advance before engaging in Union activity on duty.

4.8 BULLETIN BOARD/PAGERS/MAILBOXES. The City agrees to furnish space at City Hall and Public Works for a suitable bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board and shall limit its posting to official Union business. There shall be no objectively derogatory comments placed on the bulletin board. All items posted will bear the signature of the official of the Union. Also, the Union shall be permitted to use City mailboxes, cell phones, desk

phones and e-mail for Union business as such use has been determined to be de minimus and doesn't create extra expense to the City.

Annotation: "Official of the Union as set out above, means a Teamsters representative or the Chief Steward within the bargaining unit.

4.9 BUSINESS. Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City Administrator. When authorized in advance, one (1) representative shall be granted time off without loss of regular pay for the purpose of meeting with City representatives.

A grievant shall be allowed to attend required grievance hearings, including arbitration hearings, without loss of regular pay. Any time spent outside of the employee's normal work schedule shall not be considered work time for any purpose.

4.10 NEGOTIATIONS. The Union's negotiating team, to be composed of no more than two (2) on duty employees, shall be permitted to attend negotiation meetings with the City relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the City. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties. Any time spent outside of the employee's normal work schedule shall not be considered work time for any purpose.

4.11 UNION MEETINGS AT CITY FACILITIES. The City shall allow the Union to use the meeting room at City facilities for the purpose of conducting Union meetings when scheduling such meetings does not interfere with City business.

ARTICLE 5 – PERSONNEL FILE

5.1 MATERIAL IN FILE. No material, in any form, which can reasonably be construed, interpreted, or acknowledged to be derogatory, shall be placed in the employee's personnel file unless s/he has been allowed to read such material. The employee shall be required to sign such document when placed in the personnel file. Signing of the document does not indicate agreement, it only verifies the employee has seen it and is aware it will be placed in the file. An employee may request that a written warning or reprimand be removed from his/her personnel file if there have been no subsequent disciplinary actions for twenty-four (24) months.

5.2 WRITTEN RESPONSE. The employee may respond in writing to any item placed in the personnel file. Any written response will become a part of the file.

5.3 ACCESS. Any employee upon his/her request shall have access to his/her personnel file and shall have the right of reproduction of his/her personnel file in full or in part. No portion of an employee's file shall be transmitted without the explicit consent and request

of the employee, other than to those authorized within the City of Fairview, the City Administrator or his/her staff, or a court of competent jurisdiction.

ARTICLE 6 – SENIORITY

6.1 DEFINITION. Seniority means an employee's length of continuous service within the bargaining unit since his/her last date of hire, provided, however, that except as required by law, seniority shall not accrue during unpaid leaves thirty (30) days or greater and during any lay off period. An employee who has not completed probation shall not be considered to have seniority.

Part-time seniority will be calculated the same as full-time employees.

6.2 LOSS OF SENIORITY. An employee shall lose all seniority credit in the event of:

a) Voluntary resignation; b) Discharge; c) Failure to return from layoff within the time specified in the City's recall notice, which time shall not be less than five (5) working days; d) Failure to return from leave of absence on the first scheduled work day following the expiration of such leave; e) Lay off for a period of time greater than eighteen (18) months, or a period of time, equal to the employee's seniority whichever is shorter.

6.3 SENIORITY RETENTION AFTER PROMOTION. Employees promoted outside the bargaining unit may return at the next available bargaining unit position, maintaining seniority earned within the bargaining unit.

ARTICLE 7 – LAYOFF & RECALL

7.1 NOTICE. In the event it becomes necessary to effect a reduction in the workforce, the City shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their layoff.

7.2 ORDER OF LAYOFF. While the City reserves the right to determine which positions to eliminate, employees shall be laid off within each classification within a department on the basis of seniority, with the least senior employees in a department and classification being displaced before those more senior within the department.

7.3 BUMPING. Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification within the department, based on seniority in the career path, provided that the bumping employee possesses the necessary qualifications to perform the work as required. An employee exercising the right to bump shall displace the least senior employee in the classification.

Employees who bump into a lower classification shall be placed at the salary step in the lower classification closest to but not greater than the former salary.

7.4 RECALL. Those employees laid off shall be eligible for recall to their classification for a period of eighteen (18) months without loss of seniority. Employees on the recall list shall be responsible for keeping the City notified of their current mailing address. Recall shall be on the basis of seniority with senior employees being recalled before junior employees and before any new hires or transfers in the classification.

7.5 EFFECT OF ACCEPTING OTHER EMPLOYMENT. Employees on layoff status shall have the same rights as other employees in applying for any openings which may occur within the bargaining unit. By accepting another position an employee shall forfeit recall rights to the former classification.

ARTICLE 8 – SETTLEMENT OF DISPUTES

8.1 PROCEDURE. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier;[1] the employee shall first attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to their Director within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- A statement of the grievance and the factual allegations upon which it is based;
- The section(s) of this contract alleged to have been violated;
- The remedy sought; and
- The name and signature of the individual(s) submitting the grievance. This may be a Union representative or the employee.

Step 2. Within ten (10) days of receipt of the grievance, the applicable Director will schedule a meeting to discuss the dispute with the grievant and such meeting shall occur within twenty (20) days of the applicable Director's receipt of the grievance. The applicable Director shall render a written decision within ten (10) days following the herein-referenced meeting. If the grievance remains unresolved, the affected

[1] All references to days in this procedure shall be interpreted as calendar days.

employee(s) shall present the grievance in writing to the City Administrator within ten (10) days immediately following the response by the applicable Director.

Step 3. Within ten (10) days of receipt of the grievance, the City Administrator will schedule a meeting to discuss the dispute with the employee and such meeting shall occur within twenty (20) days of the City Administrator's receipt of the grievance at Step 3. The City Administrator shall render a written decision within ten (10) days following the Step 3 meeting.

Step 4. If the grievance is not resolved at Step 3 above and if the Union wishes to pursue the grievance further, the Union shall submit the grievance to arbitration by written notice to the City Administrator within ten (10) days following the date the "Management Team's" response is due or received, whichever is earlier. The parties may, prior to the Union moving a dispute to arbitration, mutually agree to have the dispute mediated by the State Conciliation Service.

The following arbitrators will be used on a rotating basis so long as they can hear the dispute within ninety (90) days of the Union's request for arbitration:

Thomas Levak, Ross Runkel

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City.

Either party may request the arbitrator to issue subpoenas, but if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The cost of arbitration shall be borne equally by the parties.

8.2 TIME LIMITS. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Upon mutual written agreement, the parties may waive or adjust the time limits specified herein.

ARTICLE 9 – DISCIPLINE

9.1 STANDARD. No employee shall be disciplined except for just cause. Oral reprimands, warnings or counseling are not considered discipline and shall not be subject to the grievance procedure contained herein.

9.2 JUST CAUSE STANDARDS. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

a) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person. b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct. c) The City must conduct a reasonable investigation. d) It must be determined that the employee is guilty of the alleged misconduct or act. e) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations. f) The employee's past employment record shall be considered, based on the severity of the act.

9.3 DUE PROCESS. In the event the City believes an employee may be subject to discipline greater than a written reprimand after an investigation is completed, the following procedural due process shall be followed:

- The employee shall be notified of the charges or allegations that may subject them to discipline;
- The employee shall be notified of the disciplinary sanctions being considered;
- The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- The affected employee shall have the right to be assisted by a Union representative during such process.

ARTICLE 10 – VACATIONS

10.1 ACCRUAL. City employees accrue paid vacation leave each pay period. Accrual of vacation is prorated from the date of hire and accumulates initially at 3.33 hours each pay period. Increases in annual vacation accrual occur at regular intervals based on the date specified herein.

Paid vacation for regular full-time employees is:

Years of Service	Total Vacation Hours Earned Yearly
Less than 3	80 hours (prorated)
3 but less than 4	88 hours
4 but less than 5	96 hours
5 but less than 7	104 hours
7 but less than 9	120 hours
9 but less than 12	128 hours
12 but less than 14	136 hours
14 but less than 16	144 hours
16 but less than 18	160 hours
18 but less than 22	168 hours
22 but less than 25	176 hours
25 or more years	200 hours

Employees do not earn vacation credits when they are on leave without pay throughout a full pay period.

10.2 MAXIMUM ACCRUAL. An employee's vacation bank cannot exceed current monthly vacation hour accrual times twenty-four (24).

10.3 DEATH OR TERMINATION. When a regular employee terminates for any reason, he/she will be paid all vacation accrued to the date of termination. If an employee quits or is terminated during the probationary period, the employee will not be paid for any vacation leave.

In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

10.4 SCHEDULING. All vacations shall be scheduled and taken in accordance with the best interests of the Department.

All vacation requests will be made on an as available basis, and will be granted by the City consistent with operational needs. Employees shall give at least five (5) days' notice to their supervisor prior to using vacation hours. Exceptions to the five (5) day notice may be granted by the supervisor.

The minimum amount of vacation that may be taken at any given time shall be one quarter (1/4) hour.

Accumulated vacation hours may be taken as they are earned.

Employees shall be permitted to request vacation either on a split or entire basis. Vacation time shall be selected on the basis of seniority provided that each employee shall be permitted to exercise the right of seniority once each calendar year within his/her respective work unit. At that time, the employee may request no more than four (4)

weeks of vacation to be taken in no more than two (2) separate vacation periods. Leave requests after the annual seniority bids are selected shall be on a first come first served basis. The annual bid sheets shall be posted and completed on February 1st of each year or the next closest day if this day falls on a weekend. The City shall respond within three (3) days to vacation leave requests; if a response is not received, the employee shall inquire of either the department head or the City Administrator, and the City shall respond within forty-eight (48) hours of the inquiry.

As a rule, the City will not allow any more than one (1) employee off in any work unit except by mutual agreement. The work units in public works are: Public Works Office, Community Services and Public Works Maintenance/Work Crew. Finance is a single work unit for the purpose of this section. The Finance work unit is limited to bidding times where critical operational functions are not impacted.

10.5 VACATION BANK PAY-OFF. Once per fiscal year the employee may request up to forty (40) hours of their vacation bank be paid as extra wages. This payment may only occur once each fiscal year per employee.

Forms and instructions are available from the Finance Director.

ARTICLE 11 – HOLIDAYS

The following days are designated holidays. Eligible employees will be given eight (8) hours off with pay for each holiday observed.

Floating Holiday*	Labor Day
New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day Following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

*The employee's immediate supervisor must approve Floating Holiday use at least five (5) working days in advance. Employees hired less than six (6) months before the end of the fiscal year will not be entitled to a Floating Holiday until the following year. A Floating Holiday is eight (8) hours for regular full-time employees and is pro-rated for regular part-time employees. Eight (8) hours are given to a full-time employee on July 1st of each year, and the Floating Holiday must be used during that fiscal year, up to and including June 30th.

When a holiday falls on a Saturday, it will be observed on the previous Friday. When it falls on a Sunday, it will be observed on the following Monday. However, if Christmas Eve falls on a Sunday, it will be observed on the last work day prior to Christmas. In the event a holiday falls on an employee's flex day off, the employee will be credited with eight (8) hours of vacation leave.

Holidays, which occur during an employee's vacation or sick leave, are not charged against such leave.

Annotation: When the contract was negotiated in 2005, the parties formalized Christmas Eve as a full holiday and eliminated the discretionary ½ day granted during the holiday season by the Mayor.

ARTICLE 12 – SICK LEAVE

12.1 ACCRUAL. Full time employees shall accrue sick leave at a rate of eight (8) hours for per calendar month of employment. Part-time employees will accrue ~~four (4) hours of~~ prorated sick leave ~~per calendar month~~.

12.2 UTILIZATION. Regular employees with accrued sick leave are eligible to use sick leave for the following reasons:

- Personal illness or physical disability.
- Quarantine of an employee by a physician.
- Medical and dental appointments.
- Illness of a family member which requires making arrangements for care or providing initial attention to the family member. For the purpose of this article, family member is defined as a the spouse of an employee, the biological, adoptive, or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, or a person with whom the employee was or is in a relationship of in loco parentis.
- Pregnancy leave.
- Family medical leave.
- Any other reason required by state law.

12.3 ABUSE OR EXCESSIVE USE. Abuse, or excessive use of sick leave as it relates to attendance, shall constitute just cause for disciplinary action up to and including termination.

Examples of behaviors that may trigger questions by a supervisor include, but are not limited to, recurring absences of Fridays and/or Mondays; recurring absences during particular times of year, including holidays; and recurring absences that coincide with particular job duties or work events. In any event, the employee will be given appropriate warning of consequences and progressive discipline if excessive use as it relates to attendance is determined to be a problem.

12.4 FAMILY/MEDICAL LEAVE. The City shall abide by applicable federal or state law governing family and/or medical leave.

12.5 INTEGRATION WITH WORKERS' COMPENSATION. Whenever an employee receives workers' compensation benefits, the employee will turn over the insurance payment to the City and in-turn, the City will pay the employee their regular salary. After the first thirty (30) calendar days of absence deductions from the employee's sick leave and other leave banks, as appropriate, will be made automatically to make up the difference between the workers' compensation payment and the employee's regular salary.

ARTICLE 13 – OTHER LEAVES

13.1 BEREAVEMENT. In the event of death in the immediate family (spouse, parents, step parents, parents-in-law, children, step children, foster children, siblings, siblings-in-law, grandparents and grandparents-in-law, registered domestic partners under Oregon law, and other relatives not listed, but residing in the employee's household), an employee shall be granted a leave of up to three (3) days leave with pay (or five (5) days leave with pay when significant travel is required). Additional leave of absence may be granted on an individual basis and requests must be approved in advance by the department head and the City Administrator or designee. This leave is non-cumulative.

This leave will be pro-rated for part-time employees.

Bereavement for any person other than what is set out above, will be allowed upon application by the employee, for up to five (5) days. In this instance, the employee may use one (1) day of sick leave and will be required to use vacation, compensatory time or leave without pay for the remaining days.

Oregon Family Leave Act Bereavement Leave runs concurrently with leave granted under this Article.

Annotation: Significant travel is defined as four (4) hours or greater in a motor vehicle or any trip where air travel is necessary. In any event, air travel will only qualify if travel by motor vehicle would be four (4) hours or greater.

13.2 LEAVE OF ABSENCE WITHOUT PAY.

Long Term Leave: Any leave of absence without pay, not to exceed one (1) year, may be granted by the City Administrator. Employees requesting such leave must do so in writing and must establish reasonable justification for approval. Approval for such leave is contingent upon the employee exhausting all other earned and banked leave other than sick leave. Such leave shall not be approved for the employee to obtain employment elsewhere. In the event an employee is employed elsewhere while on leave without pay, the employee will be subject to termination.

Leave of absence cannot impact/affect the operations of the City.

Sick leave hours and vacation hours do not accrue when an employee is on a leave of absence without pay.

Any employee that who fails to return to work at the end of a leave of absence shall be considered as having resigned his/her position with the City. This resignation will take effect within twenty-four (24) hours of the expiration of the leave of absence unless evidence has been presented that the employee was unable to return to work by reason of illness or injury.

Short Term Leave: Any leave of absence less than one (1) month is considered "short term leave of absence without pay." Employees must seek approval prior to using leave under this Article. Leave of absence cannot impact/affect the operations of the City. If employees do not seek and receive approval from their supervisor, employees will be subject to discipline.

13.3 JURY DUTY. If an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond the employee's control and where such duties are in the public interest, the employee will be continued at full salary and benefits for the period of required service. Whenever an employee is notified of a potential requirement to report for jury duty he/she will notify his/her supervisor.

All monies received as witness fees or pay for jury duty, except for mileage allowance, must be signed over to the City, unless such fees were earned on the employee's days off or during other authorized leave. The employee shall be required to report to work when less than a normal day is required by jury or witness duties.

This leave policy does not extend to personal interest court appearances such as, but not limited to, divorces, traffic court or lawsuits not related to employment.

At all times, the City reserves the right to send a letter to the Court to excuse an employee from jury duty based on the operational needs of the City.

13.4 MILITARY LEAVE. The City will abide by all applicable laws.

ARTICLE 14 – HOURS OF WORK

14.1 WORKDAY. A normal workday for employees shall consist of eight (8) hours per day on the basis of a five (5) day week. The City may, at its discretion, adopt a 4/10 schedule or a nine (9) hour schedule that provides for a flex day off every other week or any other schedule as mutually agreed by the City and the employee.

14.2 WORKWEEK. A normal workweek shall consist of five (5) eight-hour days scheduled during a seven (7) day calendar period. Days of work and days off shall be scheduled consecutively, except in an extreme emergency, consistent with the operational

needs of the City. At its discretion, the City may modify the workweek consistent with the varying schedules described in section one (1) above.

14.3 REST PERIODS. Rest periods of fifteen (15) minutes shall be permitted during each half shift. Rest periods will be considered on-duty time. The Department will schedule rest periods to the extent possible, consistent with operational needs. Rest periods are to be taken at the location that the employee is currently working.

14.4 MEAL PERIODS. All employees shall be granted an unpaid meal period of between thirty (30) and sixty (60) minutes, as determined by the City, during each work shift. Each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible, consistent with the operational needs of the City.

14.5 WORK SCHEDULES. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the workday. Except for emergency situations and only for the duration of the emergency, changes in work schedules shall be posted at least seven (7) days prior to the effective date of the change, unless the employee agrees.

ARTICLE 15 – COMPENSATION

15.1 SALARY. Salaries covered by this Agreement shall be in accordance with the schedules set forth in Appendix "A" attached hereto and incorporated into this Agreement. Annual progression through the salary range shall be based on the employee meeting job-related performance standards.

Effective upon ratification or July 1, 2018, whichever is later, salaries will be increased by two and one quarter percent (2.25%).

Effective July 1, 2019, salaries will be increased by two and one quarter percent (2.25%).

Effective July 1, 2020, salaries will be increased by two and one quarter percent (2.25%).

15.2 PLACEMENT ON THE SALARY SCHEDULE. A new employee shall generally be hired at Step 1 of the salary schedule and shall be eligible to advance to Step 2 contingent upon a satisfactory performance evaluation and six (6) full months of service. Thereafter, employees move through the salary steps at twelve (12) full month intervals. Employees hired on the salary schedule above Step 1 shall only advance on the salary schedule annually.

15.3 EXPERIENCE PAY. The City values the experience and expertise of long-term employees. To recognize the value added to the City from the service of employees, the following experience (longevity) payment will occur monthly, beginning the month after the employee's anniversary date.

- 5 years to 9 years 11 months $50 per month;
- 10 years to 14 years 11 months $100 per month;
- 15 years to 19 years 11 months $150 per month;
- 20 years or more of service $200 per month;

Employees hired after June 18, 2008 shall not be eligible for experience pay.

15.4 ACTING PAY. When an employee of a lower pay range performs the duties of a higher pay range when appointed as "Acting" in the higher range for a period exceeding five (5) workdays, then that employee receives a five percent (5%) increase from date of appointment, provided the acting assignment was made in writing by proper appointing authority, and approved by the City Administrator.

15.5 ON-CALL. Employees placed in an on-call status and asked to remain available to call on pager or cell phone will be compensated at the rate of fifteen dollars ($15.00) (effective January 1, 2008) for each shift that is worked outside of the employees' regular shift and if NOT called out, will receive two hours of straight compensatory time.

ARTICLE 16 – OVERTIME

16.1 DEFINITION. As used in this contract, "overtime" shall mean that time an eligible non-exempt employee is authorized and directed to work in excess of his/her scheduled 40-hour shift week. In order to be "authorized" to work overtime, employees must request and receive approval from their supervisor prior to working overtime.

Sick leave, holidays, and compensatory time taken as paid leave does not count as hours worked for the purposes of calculating overtime. Vacation does count as hours worked for the purposes of calculating overtime. Unpaid leave during the 40-hour shift week shall not be counted as hours worked for the purpose of computing overtime.

Overtime shall be computed to the nearest quarter hour.

16.2 CALLOUT. Callout is defined as unscheduled hours worked after a length of time exceeding fifty-nine (59) minutes from the end of a scheduled shift. Employees shall be compensated for a minimum of three (3) hours at the overtime rate when called back to duty, except when the callout can be completed via the Internet. In this instance the employee will receive one (1) hour at the overtime rate. Callout does not include overtime that is continuous with the beginning or end of an employee's shift, nor does it include situations in which returning to work is voluntary.

Time spent by employees called back to work to correct improper work that should have been performed during normal working hours, or for remedial training, shall not be considered callout.

16.3 NO PYRAMIDING. No employee will be compensated twice for the same hours. For example, if a second callout occurs within the same three (3) hour period, the employee's time will be continuous and not pyramided.

16.4 FORM OF COMPENSATION. Overtime work may be compensated by the accumulation of compensatory time at the rate of one and one-half (1½) times the hours worked to a maximum accrual of forty (40) hours, or by cash payment at the rate of one and one-half (1½) times the hourly rate, at the option of the employee.

Compensatory time off may be granted at such times and in such time blocks subject to the operating requirements of the City.

Overtime shall be paid no later than the pay period following the pay period in which it was accrued.

ARTICLE 17 – INSURANCE

17.1 MEDICAL, DENTAL, VISION. Oregon Teamsters Employers Trust G/W Plan with Dental 6, Vision 4 and the Kaiser option.

An employee must be in paid status at least eighty (80) hours in the qualifying month to be covered the next month. (Examples: An employee begins employment January 10 and is on paid status the required eighty (80) hours in this month. He is then covered in the month of February. An employee terminates January 25 after being on paid status the required eighty (80) hours. He is then covered for the month of February. In both cases, if an employee is not on paid status the required eighty (80) hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

The City will pay ninety percent (90%) of the cost of medical, dental and vision premiums and eligible employees will pay ten percent (10%) of that cost. However, it is understood that the Teamsters Trust has sole control over plan benefits in order to properly maintain the viability of the Trust. As such, the City is not obligated to bargain over any plan changes the Trust deems appropriate.

17.2 WORKERS COMPENSATION INSURANCE. The City provides insurance for work-related injuries. The insurance meets the requirements set out in Oregon law.

17.3 LIFE AND DISABILITY. The City provides and pays for a portion of Life/Accidental Death Insurance and Disability Insurance. Employees are encouraged to contact the City's Finance Director for more information on these plans.

17.4 DEFERRED COMPENSATION. The City has established a deferred compensation plan. Deferred compensation is a voluntary plan available to eligible employees to help save for retirement. Regular employees are eligible to participate in the Deferred Compensation Plan. Contact the Finance Director for further information.

The parties agree to reopen this Article for midterm bargaining if any of the health insurance plan premiums under this Agreement exceed the excise tax threshold under the Affordable Care Act ("ACA").

ARTICLE 18 – GENERAL PROVISIONS

18.1 OUTSIDE EMPLOYMENT. In order to work at outside employment, such employment must be approved by the City Administrator and must conform to the following:

- Be compatible with the employee's City work;
- In no way detract from the efficiency of the employee in the City work;
- In no way be a discredit to City employment; and
- Always be secondary to City employment, even when the employee is called upon for extra City work.

Any outside employment will not:

- Involve the use of City time, facilities, equipment, supplies, or the influence of the employee's position with the City; or
- Involve the receipt of money or other consideration for duties performed as a City employee; or
- Involve competing with the City in providing a service or product.

Employees will be required to submit their outside employment requests at the time they seek outside employment and thereafter shall refresh their request by January 1 of each year.

The City shall provide written responses within fifteen (15) days of the request. In the event of a denial, the City has the burden of showing why the request was denied. The City may approve requests with certain restrictions so long as those restrictions are consistent with the parameters set out above.

18.2 TRAINING

An employee may request assignment to a training activity or be so assigned upon the initiative the City. When an employee is assigned to attend a training activity, the following shall apply:

- All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.

- All mileage and per diem shall be reimbursed in accordance with this Agreement.

- All time required for travel and course attendance shall be paid in accordance with the FLSA.

18.3 MILEAGE. Whenever an employee is authorized to use his/her personal vehicle in the performance of official City duties, he/she shall be compensated at the IRS rate as of the preceding January 1.

18.4 EXPENSES. Reimbursement for subsistence on official trips shall be the amount of actual and reasonable expense incurred, up to the reimbursement rates established by federal standards, during the performance of official duty as a City employee for the City's benefit.

18.5 UNIFORM. If an employee is required by City policy to wear a uniform, such uniform shall be furnished by the City and the City shall pay for initial tailoring. The employee shall not wear any uniform with an identifying City logo off the job. This restriction excludes travel to and from work.

The employee will replace any City supplied uniform or footwear unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee.

The City will provide the following work clothing:

- Safety work boots as needed, typically on an annual basis;

- Work pants – 5 per year;

- Work shirts – 5 per year;

- Work coat as needed;

- Work bibs as needed;

- Rain gear as needed;
- Rubber boots as needed;
- Sweatshirt, fleece or light weight jacket as needed.

Work pants, shirts and boots will be provided as set out above; all other items will be provided as allowable and necessary under the annual budget as determined by the Public Works Director.

18.6 PROBATIONARY PERIOD. The entry probationary period shall be twelve (12) months. Prior to completion of the probationary period, employees may be discharged at any time and for any reason. Probationary employees have no recourse to the Grievance Procedure.

Promoted employees shall serve a probationary period of six (6) months. During this probationary period, the employee may be returned to his/her former position or may be discharged without cause and without appeal.

18.7 POSTING OF VACANCIES. Employment opportunities shall be posted on the Union bulletin boards for all City employees at the time the job is advertised.

ARTICLE 19 – SAVINGS CLAUSE

If any article or section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction or if compliance with or enforcement of any article or section should be restricted by such tribunal, or applicable administrative agency, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section, if possible.

ARTICLE 20 – FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by the established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter approval. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget requests or voter approval thereof.

As such, the parties may meet during the life of this agreement regarding financial commitments in the face of static or declining recurring revenue that limit its ability to

meet the obligations under this agreement. Meetings herein will be to discuss alternative options regarding wages, benefits and any potential reductions in force.

ARTICLE 21 – RETIREMENT

The City will pick up the employees' contribution for PERS.

ARTICLE 22 – TERM OF AGREEMENT

This agreement shall be effective July 1, 2018 and shall remain in full force and effect through June 30, 2021.

EXECUTED this the 28th day of June, 2018, by:

CITY OF FAIRVIEW OREGON	TEAMSTERS LOCAL NO. 223
Nolan Young	Clayton Banry
Nolan Young, City Administrator	Clayton Banry, Secretary-Treasurer