

**COLLECTIVE BARGAINING  
AGREEMENT**

**SEIU LOCAL 503, OPEU  
SPRINGFIELD CITY EMPLOYEES  
LOCAL 995**

**and**

**CITY OF SPRINGFIELD**

**Expires June 30, 2025**

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## **PREAMBLE**

This Agreement is entered into between the City of Springfield, hereinafter referred to as the "City," and SEIU Local 503, OPEU, hereinafter referred to as the "Union," and sets forth the full and complete Agreement between the parties on all matters relating to conditions of employment as defined by Oregon Revised Statutes (ORS), except as otherwise provided herein.

## **ARTICLE 1 RECOGNITION**

### **1.1 Union Recognition**

The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this Collective Bargaining Agreement.

The bargaining unit covered by this contract consists of all regular full and part-time employees of the City, excluding all supervisory, confidential, casual, and temporary employees and all employees currently represented by another union or association. Employees hired for a limited duration shall be considered either regular part-time or regular full-time employees, and all articles of the Agreement shall apply to them. At the end of the limited duration, such employees shall have all rights under Article 14, Layoff.

### **1.2 Definitions**

- a. Regular Employees: Regular employees are defined as those that are hired into a budgeted or limited duration position and who work a regular scheduled week of twenty (20) hours or more.
- b. Limited Duration employees: A limited duration position is a temporary position expected to last longer than twelve (12) consecutive months and shall not exceed two (2) years except for the extension of grants or funding from outside sources.
- c. Temporary Employees: Any employee employed on a temporary or irregular basis will be excluded from the bargaining unit. It is agreed that temporary and irregular part-time employees will not work more than twelve (12) months.

Temporary employees who have worked for the City for a period equal to or greater than twelve (12) months will be considered regular employees and all articles of the Agreement shall apply to them. Representation by the Union will be effective the start of the first full pay period following the twelve (12) month timeline



- d. Casual Employee: A casual employee is defined as an employee who works on an irregular and infrequent basis but will work less than 950 hours in a fiscal year.

## **ARTICLE 2 NONDISCRIMINATION**

### **2.1 Discrimination**

The City agrees not to discriminate against any employee on the basis of race, color, sex, gender identity, age (18+), parent with a court-imposed medical support order, domestic violence victim status, genetic information, citizenship status, military status, national origin, ethnicity, marital status, sexual orientation, religion, mental or physical disability, political affiliation, union membership, or other legally protected status or activity.

The City and the members of the bargaining unit agree that an atmosphere conducive to mutual respect for all employees of the City is a mutual goal.

### **2.2 Accommodation**

Nothing contained in this Agreement shall prevent the City from making reasonable accommodation required under applicable federal or state legislation or administrative rule.

## **ARTICLE 3 MEMBERSHIP**

### **3.1 Union Membership**

Employees covered by this Agreement shall have the right to pay dues as a means to participate in the Union through the application to the Union. Applications and resignation of membership shall be handled solely by the Union. The City agrees to remain neutral with respect to employee's decision about union membership.

### **3.2 Dues Deduction**

The City agrees to deduct the union membership dues from the pay of those employees who have authorized such deductions in writing.

Upon written, electronic or recorded oral request from an employee, monthly Union dues, plus any additional voluntary Union deductions shall be deducted from the employee's bi-weekly pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership

and/or authorizations for Union dues and/or other deductions or dues cancellations which the City payroll department receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorizations records and will provide copies to the City upon request. For all membership applications or deduction authorizations submitted by the Union to the City, deductions shall be made by the end of the following pay period in which application is submitted.

Any written, electronic or recorded oral dues authorization submitted that contains the following provision will cease only upon compliance by the employee with the states condition as follows: "This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization."

The dues deductions will be direct deposited on pay day. An itemized statement shall be remitted to the Union's Salem Headquarters at [employerdata@seiu503.org](mailto:employerdata@seiu503.org), or by an alternative method agreed to by both parties with a copy to the Local 995 President within ten (10) days after deductions are made. The statement shall include the following information for each bargaining unit employee: name, employee ID number, membership designation, and amount of dues withheld.

### **3.3 Union Reports**

- a. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City payroll department electronically by close of business on the business day immediately preceding the twentieth of each month. The City agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made by the end of the following pay period.
- b. Each pay period end, the City shall furnish electronically to the Union an alphabetical listing, by department of new employees hired into positions represented by the Union, members retired or separated from employment or members promoted out of the union. The list shall be provided by close of business each pay period end Friday, or if Friday falls on a holiday, by the close of business on the preceding business day. The list shall contain if available, each listed employee's name, home address, home phone number, work email\_address, work phone number, work location, FTE, employee ID number, continuous service date, department and classification.
- c. Any additional information or periodic reports will be provided by the City when requested by the Union. The information shall be provided in electronic format using Microsoft Excel via email or by an alternative method agreed to by both parties. The email shall be sent to SEIU Local 503 at [employerdata@seiu503.org](mailto:employerdata@seiu503.org) or to the agreed

upon alternative. SEIU will notify the City if there are any changes in contacts for the purposes of this article.

### **3.4 Hold Harmless**

The Union shall indemnify, defend and hold the City harmless against any and all claims, demands or suits and for all legal costs that arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

## **ARTICLE 4 MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote and retain employees; to determine schedules of work; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to subcontract or contract projects or works it deems appropriate.

Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the Existing Conditions Article contained herein is satisfied. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 HOURS OF WORK AND OVERTIME (FLSA NON-EXEMPT)**

### **5.1 Workweek and Work Schedules**

The workweek shall begin on Sunday and end on Saturday, and the work schedule for full-time employees will normally consist of forty (40) hours in a seven (7) day workweek.

The above workweek definition provides for both non-exempt and exempt employees a work schedule of “5-8’s”, “4-10’s”, “9-hour”, “flexible work schedule,” “alternative work schedule”, or “part-time” as followed:

- a. A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week.
- b. A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week.
- c. A “9-hour” work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day. The “9-hour” work schedule requires a modified work week agreement to be established. See article 5.8 below.
- d. An “alternative” work schedule shall consist of fixed hours other than a 5-8, 4-10, or 9-hour schedule.
- e. A flextime work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day; or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day. The flextime schedule does not exceed forty (40) hours in a work week and is agreed upon in advance by the employee and the supervisor/designee.
- f. A “part-time” employee shall be scheduled to work a portion of any of the above-specified schedules

## **5.2 Workday**

A “Workday” is a recurring twenty-four (24) hour period commencing at the start of the employee’s work schedule.

## **5.3 Alternative Work Schedules**

Subject to the operating requirements of the City, employees may be granted an alternative work schedule. Whenever there is mutual agreement between the City and a non-exempt employee to work an alternative work schedule and the daily hours exceed eight (8) or ten (10), overtime shall be paid for actual hours worked in excess of the scheduled workday of the alternative schedule.

An employee may apply in writing for authorization to work an alternative schedule. The alternative schedule must meet the operational needs of the City. The employee’s application must show that the following criteria can be met:

- a. The Alternative Schedule will maintain or enhance the employee's work performance.
- b. The Alternative Schedule will sustain internal and external customer service levels.
- c. The Alternative Schedule will maintain established personnel backup levels and a uniform level of work distribution.
- d. The Alternative Schedule will conform to the regularly scheduled and/or seasonal departmental needs, meetings, and group projects.

The City shall respond with a yes or no response in writing to a written request for an alternate work schedule within fourteen (14) calendar days. If the request is denied, the response must include the reason for denial.

The request for an alternative work schedule shall not be arbitrarily denied.

#### **5.4 Change in Work Schedules**

Established work schedules will normally be changed only after fourteen (14) days written notice or sooner on mutual agreement. Less than fourteen (14) days' notice can be given if a schedule change is necessary because of an emergent need.

#### **5.5 Job Share**

The City agrees to accommodate reasonable job share requests as mutually agreed upon based on operational needs and a benefit to the City. Denials of job share requests will be reviewed by the City Manager or a designee and will not be subject to the grievance procedure contained herein.

Job share positions shall be treated as part-time employees.

#### **5.6 Meal and Rest Periods**

The employer will provide meal and rest periods in accordance with state and federal laws except that the employer agrees to provide rest periods in 15 minute increments in accordance with the employers' policy.

The parties agree that the Fair Labor Standards Act requires that meal and rest periods may not be skipped or saved up in order to allow an employee to leave work early or in any other manner modify their assigned work period.

#### **5.7 Standby**

Employees who are required to carry a communications device and are required to respond to City Hall within a reasonable period of time will be paid one (1) hour of pay at the regular straight time rate of pay for each workday and two (2) hours of pay for every non-workday.

## 5.8 Modified Workweek

A modified workweek must be mutually agreed to by the employee and the City and must be structured so that any given week or day does not result in overtime. The following modified workweek examples are not inclusive. Modified workweeks must equal eighty (80) hours over a two-week period for full-time employees but may be split however works for an employee and the City so long as each workweek equals forty (40) hours.

a. Work Schedule example 1 would be as follows:

- Week one: Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
- Week two: Monday through Thursday, nine (9) hours, and Friday off.
- Workweeks will alternate week to week between week one and week two as set forth above.

The workweek for employees working schedule example 1 should begin at 12:01 p.m. Friday and end at 12:00 Noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work example 1.

b. Work Schedule example 2 would be as follows:

- Week one: Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
- Week two: Monday off, Tuesday through Friday, nine (9) hours.
- Workweeks will alternate week to week between week one and week two as set forth above.

The workweek for employees working schedule example 2 should begin at 12:01 p.m. Monday and end at 12:00 Noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work example 2.

During a work period when a compensable holiday occurs, an employee on an alternate work schedule will request his supervisor to adjust their work schedule within the defined workweek period to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours (8 hours for each day for a full-time employee). If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of their work schedule to account for a full forty (40) in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

## 5.9 Overtime Definitions

- a. "Contract Overtime" means the time an employee is required to work in excess of and continuous with their regularly scheduled day or work week.

- b. "FLSA Overtime" means any worked hours in excess of 40-hours in a work week.
- c. "Regular rate of pay" means the base rate of pay as well as any premium pays divided by the total hours worked.
- d. "Base Hourly Rate" means the hourly step rate plus any extra pays that are added to their base pay rate for all hours.

### **5.10 Overtime and Hours in Excess of Regular Schedule**

All time worked in excess of forty (40) hours during a designated seven (7) day period will be considered FLSA overtime. If the total worked hours are over forty (40) in the work week, per FLSA law, the regular rate of pay will be calculated and any FLSA premium will be paid on worked hours in excess of forty (40).

Contract overtime shall be compensated at the rate of time and one-half (1-½) the employee's base rate of pay for FLSA non-exempt employees shall be paid as follows:

- a. Actual hours worked in excess of eight (8) hours per day for employees working 5-8 work schedule; or,
- b. Actual hours worked in excess of nine (9) hours per day for employees working nine (9) hour work schedule; or,
- c. Actual hours worked in excess of ten (10) hours per day for employees working 4-10 work schedule.

If an employee requests to work in excess of their regularly scheduled eight (8), nine (9), or ten (10) hour workday and "flex" an equivalent number of hours off in that same work week in lieu of overtime, eligibility for overtime compensation for hours worked in excess of eight (8) or ten (10) hours for the work day may be waived if mutually agreed to by the employee and the City.

Exceptions to this provision are provided in Article 5.3 under the alternative work schedule provisions.

### **5.11 Part-time Employee Overtime**

A part-time employee working over their scheduled hours shall be paid at their regular rate of pay until they have worked 40 hours in the work week. Additional hours above 40 in that work week will be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

### **5.12 No Pyramiding**

Time for which overtime or premium compensation may be paid under any provision of this Agreement shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other provision, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

### **5.13 Form of Compensation**

Overtime compensation will be received in the form of pay or compensatory time off as directed by the Department Head or a designee. The City will retain the right to schedule compensatory time off in accordance with the FLSA, i.e., the use of accumulated comp time shall be permitted within a reasonable period after a request of use has been made unless the request will unduly disrupt the operations of the City.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME (FLSA EXEMPT)**

The term “Exempt employee” shall mean those employees who are not covered by the Fair Labor Standards Act (FLSA). Generally, Exempt employees are expected to work whatever hours are necessary to accomplish the goals and deliverables of their exempt position.

### **6.1 Workweek**

The workweek shall begin on Sunday and end on Saturday, and the work schedule for exempt employees will normally consist of a minimum of forty (40) hours in a seven (7) day work week. Regular work schedules for employees will meet the following criteria:

- a. Sustain internal and external customer service levels;
- b. Maintain established personnel backup levels and a uniform level of work distribution; and
- c. Be available for regularly scheduled and/or seasonal departmental needs, meetings and group projects.

### **6.2 Alternative Work Schedules**

Subject to the operating requirements of the City, employees may be granted an alternative work schedule. An employee may apply in writing for authorization to work an alternative schedule, subject to the operational needs of the City. The employee’s application must show that the following criteria can be met:



- a. The Alternative Schedule will maintain or enhance the employee's work performance.
- b. The Alternative Schedule will sustain internal and external customer service levels.
- c. The Alternative Schedule will maintain established personnel backup levels and a uniform level of work distribution.
4. The Alternative Schedule will maintain availability for regularly scheduled and/or seasonal departmental needs, meetings, and group projects.

The City shall respond with a yes or no response in writing to a written request for an alternate work schedule within fourteen (14) calendar days. If the request is denied, the response must include the reason for denial.

The request for an alternative work schedule shall not be arbitrarily denied.

### **6.3 Rest Periods**

Exempt employees shall be entitled to rest and meal periods as provided by state or federal law.

### **6.4 Standby**

Employees who are required to carry a communications device and are required to respond to City Hall within a reasonable period of time will receive a premium adjustment, equivalent to one (1) hour of their base rate of pay for each work day and two (2) hours for every non-workday.

Standby compensation may be prorated if the standby duty is shared between more than one employee over a 24 hour period.

### **6.5 Exempt Overtime**

Employees established as "exempt" from overtime by the City in accordance with the U.S. Department of Labor regulations shall not accrue pay or compensatory time as provided by this Article, except as provided in this Section. In lieu of regular overtime, exempt employees will be credited with additional vacation accrual at the rate of 1.539 hours per each full bi-weekly period of employment for full-time employees, and to equate to a prorated portion of 1.539 hours per each full bi-weekly period of employment for part-time exempt employees based upon the FTE for the part-time position or hours scheduled for those in a 1.0 FTE position who are scheduled for less than 1.0 (i.e., a 0.5 FTE exempt employee will be credited with 0.770 hours additional bi-weekly vacation accrual, and a 0.8 FTE exempt employee will be credited with 1.231 hours additional bi-weekly vacation accrual. Formula equals  $40 \times \text{FTE} / 26$  rounded up at three decimal places.)

## 6.6 Compensatory Time

Exempt employees who work in excess of their FTE during a work week will be credited with compensatory time off on a one-to-one basis for each hour worked under the following circumstances:

- a. Attending a required meeting outside of normal work hours. For the purpose of this Agreement, Museum and Arts Commission events shall be considered meetings. Library programming matters are not considered meetings.
- b. Actual time worked when on standby and called back to the worksite.

## ARTICLE 7 HOLIDAYS

### 7.1 Holiday Schedule

The City shall observe the following holidays:

Holiday	Day
1. New Year's Day	January 1
2. Martin Luther King, Jr's. Birthday	Third Monday in January
3. Presidents' Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	Fourth of July
7. Labor Day	First Monday in September
8. Veterans' Day	November 11
9. Thanksgiving Day	Fourth Thursday in November
10. Day after Thanksgiving	Friday following Thanksgiving Day
11. Christmas Day	December 25
12. Floating Holiday	Scheduled by mutual agreement between supervisor and employee

Whenever the holiday falls on a Saturday, the preceding Friday will be given off; if the holiday falls on a Sunday, the following Monday will be given off. If a holiday occurs during an employee's vacation or sick leave, the time shall not be charged to such sick leave or vacation time.

### 7.2 Holiday Compensation

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above which falls within their workweek and on which they perform no work. If an employee works on any

of the holidays listed above, they shall receive time and one-half (1-1/2) cash compensation for all hours worked in addition to the holiday pay. If a holiday falls on an employee's regular day off, the supervisor should grant time off equal to the holiday hours on a scheduled workday in the same work week to account for the holiday time. If time off cannot be given in the same work week as the holiday, the employee will be paid for the holiday in addition to their regular hours. Holiday pay in addition to the regularly scheduled hours will not result in overtime pay.

Part-time employees shall have holiday hours prorated and shall be paid for their proration if a holiday falls on their regular day off.

### **7.3 Floating Holidays**

The floating holiday listed in 7.1 of this Article will be credited to each employee's leave account effective the end of the pay period that includes July 1 annually. New hires will have the floating holiday hours prorated and added to their leave account on their hire date. Floating holiday hours must be used during the fiscal year in which they are earned.

## **ARTICLE 8 SICK LEAVE**

### **8.1 Eligibility**

All full-time employees are eligible for sick leave accrual. Part-time employees accrue sick leave on a prorated basis.

### **8.2 Accrual**

Sick leave is provided by the City at the accrual rate of 3.693 hours per each full bi-weekly period of employment for forty (40) hour employees and prorated for all employees whose paid hours are below forty (40) hours. The City will look to an employee's scheduled and paid work hours to determine their accrual. Vacation, sick, holiday, and compensatory time within those scheduled hours shall be included in determining the pro-rated accrual of sick leave per full bi-weekly pay period. Sick leave shall not accrue during periods of leave of absence without pay for a leave of eighty (80) hours or more.

### **8.3 Maximum Accumulation**

Maximum accumulation is nine hundred sixty (960) hours.

### **8.4 Utilization**

Sick leave may be used on an incremental basis. The first forty (40) hours of time coded per calendar year that qualifies under the Oregon Sick Time law, including any leave used for

FMLA/OFLA qualifying absences or any leave accruals other than sick leave coded for qualifying absences, will apply to Oregon Sick Time.

Sick leave may be used for:

- An employee's personal mental or physical illness, including pregnancy, childbirth and routine medical and dental appointment.
- To care for a family member with mental or physical illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care.
- Any leave covered under the Oregon Family Leave Act.
- When law requires an employer to exclude an employee from work for health reasons.
- When the City or an employee's child's school (or place of care), closes for a public health emergency.
- Absences related to domestic violence, harassment, sexual assault or stalking.

For the purpose of this Article, covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, any relative residing in the employee's immediate household, any individual with whom an employee has or had an in loco parentis relationship and to care for any other individual as defined by OFLA or FMLA.

Employees shall promptly make other arrangements for ill family members and may be required to provide a physician's statement regarding the need of the employee to attend the family member.

If an employee on sick leave uses all of their sick leave time, the employee may request to use vacation time, compensatory time, or other paid leave time. Leave without pay may be used if the employee exhausts these options and pursuant to 10.1 and/or City administrative regulations.

## **8.5 Physician Certification**

The supervisor may require a doctor's certificate as proof of illness at any time after a prolonged absence. Supervisors may not arbitrarily make the request.

## **8.6 Payment Upon Termination or Death**

Payment for unused sick leave shall be limited to a maximum of four hundred eighty (480) hours, and only upon retirement, disability retirement or payment to the estate of a deceased employee.

## **8.7 Donation of Vacation Leave**

An employee who exhausts accrued leave and is unable to return to work due to a serious health condition of the employee or of a spouse or child living in the same home that requires a prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee has exhausted all available accrued paid leaves may request leave donation. A prolonged absence can include intermittent absence so long as it's related to the same condition.

To be eligible to receive a leave donation, an employee must be employed by the City for at least 90 days and must be eligible to accrue paid leave time. The employee may request co-workers donate vacation, floating holiday, sick leave or comp time, which is transferred hour-for-hour as sick leave to the recipient. Donations will be removed from the donator's leave bank and credited to the receiving employee as needed. Donated leave not transferred to the recipient will be returned to the donator. The donated leave is intended to provide a "bridge" until the employee qualifies for long-term disability insurance or until other arrangements can be made for an ill family member. Requests must be sent to Human Resources to ensure personal or confidential information is not shared with coworkers.

Employees may donate up to five (5) days of accrued leave (pro-rated for part time employees) per year per qualifying event.

## **8.8 Reemployment**

A laid-off employee reemployed within the period of recall rights shall have unused sick leave accrued during previous employment restored.

Employees who leave the City and are reemployed within 180 days will have any accrued, unused sick leave restored according to state requirements.

## **8.9 Sick Leave Reserve Program**

Employees of this bargaining unit are eligible to participate in the City's Sick Leave Reserve program as provided by City Policy. The City's Sick Leave Reserve administrative regulation dated September 17, 2019, insofar as it impacts the terms and conditions of employment for employees covered by this Agreement, shall not be modified unless negotiated with the Union. The City reserves the right to modify the policy as may be necessary for administrative purposes not impacting terms or conditions of employment, or to comply with applicable state or federal law.

Effective January 1, 2023, the contribution rate for employees to participate in the SLRP program shall be 1 hour, regardless of the enrollment date (i.e. no pro-rated contributions for partial years).

Effective December 31, 2025, the SLRP program shall expire as part of the implementation/rollout of the Oregon Paid Family Leave law in calendar year 2023.

## **ARTICLE 9 VACATION**

### **9.1 Eligibility**

All full-time and part-time non-exempt employees are eligible to receive vacation in accordance with 9.6 of this Article. Vacation leave accrual for non-exempt employees will be prorated based upon the actual number of hours scheduled and in paid status if less than forty (40) hours for forty (40) hour employees and prorated for all employees whose paid hours are below forty (40) hours. The City will look to an employee's scheduled and paid work hours to determine their accrual. Vacation, sick, holiday, and compensatory time within those scheduled hours shall be included in determining the pro-rated accrual of vacation leave per full bi-weekly pay period. Vacation shall not accrue during periods of leave of absence without pay for a leave of eighty (80) hours or more.

Employees begin accruing vacation during their first bi-weekly period of employment.

### **9.2 Maximum Accumulation**

For purposes other than payoff, vacation accrual shall be limited to five hundred (500) hours. Employees are responsible for managing their own leave banks.

Employees are allowed to exceed the five hundred (500) hour ceiling only during the succeeding calendar year. For example, an employee with a vacation balance of five hundred (500) hours during the pay period that includes January 1 may continue to build vacation hours during the calendar year. However, by the end of the pay period that includes December 31, the employee will be required to have reduced their vacation balance, including the hours accrued during the last complete bi-weekly pay period in December to five hundred (500) hours or less. Any accrued but unused vacation above five hundred (500) hours in the pay period that includes January 1<sup>st</sup> will be deducted from the employee's vacation balance.

### **9.3 Maximum Accumulation Cash-out Procedure**

Employees who are in jeopardy of losing accrued vacation leave in excess of their ceiling, may request under the following provision the option to cash-out future accruals of vacation leave.

- a. Eligible employees must make cash-out requests in writing describing the reasons for the request and the amount of vacation leave they wish to cash-out no later than December 31<sup>st</sup> immediately preceding the year of cash-out. Cash-out cannot occur before the hours would be accrued
- b. In considering a request to cash-out vacation, Department Directors shall require that the employee take a minimum of two (2) weeks of vacation during that calendar year. Department Directors can impose a higher ceiling if it appears necessary to address the individual accrual issue.
- c. Justification for cashing out must include the employee's inability to take earned vacation on an annual basis or use vacation prior to termination or retirement. Cashing out will not be considered for employees who, in the Department Director's judgment, could have taken earned vacation but wish to cash it out to avoid losing earned leave due to the accrual ceiling.
- d. All requests will be considered and approved or denied by the Department Director once per employee per calendar year based on the administrative criteria and the availability of the department to absorb the cost within the approved budget.
- e. Approved requests by an employee are considered irrevocable and payment shall be based on the employees' wage at the time the cash out is received by the employee.

#### **9.4 Scheduling**

Vacation time may be scheduled based on the operational needs of the department. Employees must follow the notification procedures of their respected departments. All requests for vacation time off may be submitted up to one (1) year in advance. The City reserves the right to deny a request which may have an adverse effect on its operations.

In instances where an employee is requesting five (5) or more consecutive days off, the employee will submit a written request to their supervisor or designee at least eight (8) calendar days in advance. Employees will be notified whether the request is approved within seven (7) calendar days following the supervisor/designees' receipt of that request.

If an employee is requesting less than five (5) days off, then the proceeding timeline to submit vacation requests is not applicable.

The employee's supervisor/designee shall respond to employee requests for vacation time off as soon as possible. The supervisor /designee is not required to wait until the end of the request period to give their response.

If vacation scheduling conflicts occur and the matter cannot be resolved by agreement of the parties concerned, the employee with the greatest length of service with the City within the department shall be granted the time, provided however, that the employee shall not be given this length of service consideration more than once in every two (2) years.

### 9.5 Illness during Vacation

If during scheduled vacation leave an employee is ill, they may take sick leave in lieu of vacation time, upon approval of their department. The employee may be required to show proof of illness with a doctor's certificate.

### 9.6 Accrual Rates FLSA Non-Exempt

Bargaining unit employees shall accrue vacation leave according to the following schedule. Years of service for all employees eligible to accrue vacation will begin on the actual date of hire and will be credited based on calendar months of continuous service. Credit for previous City employment will be given only if there is less than thirty (30) days between the termination date and the rehire date.

Years of Service	Maximum Bi-weekly Accrual	Maximum Annual Accrual	Hourly Accrual Rate (Employees scheduled to work less than forty (40) hours)
1-3 yrs (0-35 mos)	3.693 Hours	096.018 Hours	.046154 multiplied by hours worked
4-8 yrs (36-95 mos)	4.308 Hours	112.008 Hours	.053846 multiplied by hours worked
9-13 yrs (96-155 mos)	4.924 Hours	128.024 Hours	.061538 multiplied by hours worked
14-18 yrs (156-215 mos)	5.847 Hours	152.022 Hours	.073077 multiplied by hours worked
19 + yrs (216+ mos)	6.154 Hours + .310 hours for each year of service	160.004 Hours + 8.060 hours of leave for each year of service beyond 19 years	.076923 + .003846 hours of Leave for each year of service beyond 19



	beyond 19 years		
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## 9.7 Accrual Rates FLSA Exempt

Years of Service	Maximum Bi-weekly Accrual	Maximum Annual Accrual	Hourly Accrual Rate (Employees scheduled to work less than forty (40) hours)
1-3 yrs (0-35 mos)	5.234 Hours	136.084 Hours	.0654 multiplied by hours worked
4-8 yrs (36-95 mos)	5.843 Hours	151.918 Hours	.0730 multiplied by hours worked
9-13 yrs (96-155 mos)	6.462 Hours	168.012 Hours	.080 multiplied by hours worked
14-18 yrs (156-215 mos)	7.385 Hours	192.010 Hours	.092 multiplied by hours worked
19 + (216+ mos)	7.694 Hours +.310 hours for each year of service beyond 19 years	200.044 Hours + 8.060 hours of leave for each year of service beyond 19 years	.096 + .003 hours of Leave for each year of service beyond 19

## 9.8 Vacation Payoff at Retirement or Separation

Employees who leave City service after successful completion of their first six months of employment shall be entitled to payment for accrued vacation level. Employees are eligible to cash out up to one year of accrual plus 80 hours.

In case of death, compensation for accrued vacation leave shall be paid to the beneficiary of the employee.

Accrual payout caps at time of termination:

<b>Length of Continuous Service In Years</b>	<b>Non-Exempt Payout Cap</b>	<b>Exempt Payout Cap</b>
0 - 2 Years (0-35 Months)	176.02	216.08
3-7 Years (36-95 Months)	192.01	231.92
8 - 12 Years (96-155 Months)	208.05	248.01
13 - 17 Years (156-215 Months)	232.05	272.01
18 Years (216-227 Months)	240.00	280.04
19 Years (228-239 Months)	248.01	288.00
20 Years (240-251 Months)	256.05	296.01
21 Years (252-263 Months)	264.08	304.04
22 Years (264-275 Months)	272.14	312.10
23 Years (276-287 Months)	280.17	320.14
24 Years (288-299 Months)	288.21	328.17
25 Years (300-311 Months)	296.24	336.20
26 Years (312-323 Months)	304.30	344.24
27 Years (324-335 Months)	312.34	352.30
28 Years (336-347 Months)	320.37	360.33
29 Years (348-359 Months)	328.40	368.37
30 Years (360-371 Months)	336.46	376.40
31 years (372-383 Months)	344.50	384.46
32 Years (384-395 Months)	352.53	392.47

33 Years (396-407 Months)	360.57	400.53
34 Years (408-419 Months)	368.60	408.56
35 Years (420-431 Months)	376.66	416.62
36 Years (432-443 Months)	384.69	424.63
37 Years (444-455 Months)	392.73	432.69
38 Years (456-467 Months)	400.76	440.72
39 Years (468-479 Months)	408.82	448.76
40 Years (480-491 Months)	416.88	456.79
41 Years (492-503 Months)	424.94	464.83
42 Years (504-515 Months)	433.00	472.86
43 Years (516-527 Months)	441.06	480.89
44 Years (528-539 Months)	449.12	488.93
45 Years (540-551 Months)	457.18	496.96
46 Years (552-563 Months)	465.24	500.00
47 Years (564-575 Months)	473.30	500.00
48 Years (576-587 Months)	481.36	500.00
49 Years (588-599 Months)	489.42	500.00
50 Years (600-611 Months)	497.48	500.00
51 Years (612+ Months)	500.00	500.00

## **ARTICLE 10 LEAVES OF ABSENCE**

### **10.1 Leave Without Pay**

Nothing in this Section shall limit an employee's rights provided by Federal and/or Oregon laws.

Upon prior approval of the Department Director or designee, leave of absence without pay may be granted, not to exceed ninety (90) calendar days in a calendar year. Leaves of absence without pay in excess of ninety (90) calendar days must be approved by the City Manager. The City Manager may grant any employee a leave of absence without pay for a period not exceeding twelve (12) months, measured from the date leave first began.

Any leave without pay in excess of thirty (30) consecutive days shall result in the seniority date being adjusted for the period of time on leave.

A request for a leave of absence without pay must be in writing. Leaves of absence without pay shall not be granted prior to the employee having exhausted appropriate earned leave, nor shall they be granted for an employee who intends to use the leave to seek other employment.

An employee who fails to return from an unpaid leave of absence for five (5) working days shall be considered to have resigned their job. This Section shall not apply to an employee who fails to return to work after an unpaid leave because of circumstances beyond the employee's control. In such instance, the employee shall be obligated to notify the City of their late return as soon as possible.

Health and/or dental benefits may be maintained during a leave of absence without pay by means of the employee paying the monthly premium amount during the time of approved leave in accordance with provisions of federal COBRA regulations.

### **10.2 Family Medical Leave**

The City shall comply with applicable federal and state family and medical leave laws. While on qualifying FMLA/OFLA leave employees may retain up to forty (40) hours of vacation leave. Employees who elect to retain leave are not eligible to receive leave donation.

In the event the employee desires additional leave time, the employee may apply for such time under 10.1 of this Article.

### **10.3 Funeral/Compassionate Leave**

In the event of a death in the immediate family, the City shall grant time off with pay to make arrangements and to attend services. Employees may use up to five (5) working days for bereavement purposes.

Such leave shall not be charged against accrued leave. In the event that additional time off is required, accrued sick leave hours may be used with the department director's approval. Non-consecutive bereavement leave must have prior approval from the department director.

"Immediate family" is defined as the: legal dependents, employee's spouse, same-gender domestic partner, siblings, domestic partner, a parent including a custodial parent, biological parent, adoptive parent, foster parent, parent-in-law, a parent of a domestic partner, a parent of a same-gender domestic partner, a person with whom the family has or is in a relationship of in loco parentis, a child including biological child, an adoptive child, step-child, foster child, a child of a same-gender domestic partner, grandparent, and grandchild, or a person residing in the employee's household at time of death.

In some situations, an employee may qualify for bereavement leave under the Oregon Family Leave Act (OFLA). OFLA entitles an employee to two (2) weeks of bereavement leave to be taken within sixty (60) days of the notice of the death of a covered family member. Employees are entitled to use any accrued paid leave or take leave without pay. Time taken under OFLA will not run concurrently with City bereavement but will count against an employee's OFLA entitlement. Family members are defined under OFLA as spouse, child, parent, parent-in-law, grandparent, or grandchild.

In the event of a death of some other person that is significant to the employee, the employee will be granted up to five (5) days off for bereavement purposes and may use vacation, holiday or compensatory time or take leave without pay.

#### **10.4 Jury Duty/Witness**

Employees shall not suffer any time loss for time spent on jury duty or as a subpoenaed witness for a matter related to their City duties. If the employee is released from duty early, they will return to work. All compensation received as a result of such service, during the employee's scheduled workweek, will be transferred to the City.

#### **10.5 Crime Victims Leave**

Crime Victims Leave shall be granted in accordance with State and Federal statutes. Employees may use accrued leave or take as unpaid leave. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

#### **10.6 Domestic Violence Victims Leave**

Domestic Violence Victims Leave shall be granted in accordance with State and Federal Statutes. Employees may use accrued leave or take as unpaid leave. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

## **10.7 Military and Peace Corps**

Granted in conformance with ORS 408.240, .290, and 236.040(2).

## **10.8 Inclement Weather/Closure**

If, with supervisory approval, an employee is unable to come to work, arrives late or leaves early due to weather, the employee may use accrued vacation, holiday or compensatory time or leave without pay for such absence.

In the event the City declares closure and the employee is unable to telework, resulting regular work time missed shall be treated as City paid leave.

When inclement conditions exist and no closure or curtailment occurs, employees will be allowed to make up missed time within that workweek with supervisory approval, unless that allowance would result in overtime.

## **10.9 Union Leave of Absence**

Official Union delegates shall be allowed to use accrued vacation leave, accrued compensatory time, or, if the employee has no accrued leave balances, a leave of absence without pay, to attend the Union's biennial General Council or the Union's annual Stewards Conference. The total leave time that may be used under this provision to attend the Council and Stewards Conference may not exceed one hundred and twenty (120) hours per fiscal year for all attendees combined. This leave will be approved unless it will result in operational hardship for the impacted departments.

The Union shall notify the City of the names of official delegates who shall attend General Council at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide the full thirty (30) days of advance notice, the City may approve the leave request if the City determines that the leave will not negatively affect the operational requirements of the department. The Union shall notify the City of the names of stewards requesting attendance of the Union's annual Steward Conference at least ten (10) workdays prior to the conference.

Subject to the operational requirements of the City, employees in the bargaining unit shall be granted a leave of absence without pay of not less than two (2) weeks and no more than one (1) year to work for the Union. Such requests shall be made in accordance with 10.1. Duration of the leave, including requests for extension and early return from leave shall be subject to the operational needs of the City and mutual agreement.

Upon return to service, the employee shall be returned to the employee's former position if that position still exists. If the position no longer exists, the employee will be placed into another position, if available, for which the employee is qualified as determined by the City.

## **ARTICLE 11**

### **WORKERS COMPENSATION**

#### **11.1 Workers' Compensation**

The City provides workers' compensation benefits in accordance with state law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City of Springfield. Benefits including time-loss, will be administered in accordance with Workers' Compensation Law and Administrative Rules of the Workers' Compensation Department or its successor. Complaints arising under provisions of Workers' Compensation Law or Rule are not subject to the grievance process but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor.

#### **11.2 Payment of Workers Compensation and Time Loss**

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation and eligible for Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three hundred and sixty-five (365) calendar days from the date of injury due to the on-the job injury or occupational illness. For this section, regular paycheck means base wage (including applicable step increases and cost of living adjustments) plus non-worked incentives (certification, education, language, etc.). Overtime and worked on-call pays are excluded.

However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

No sick leave will be deducted from the employee's accruals for the three hundred sixty-five (365) calendar days following the date of injury due to the on-the-job injury or occupational illness or until the date of the claim closure whichever comes sooner. No sick leave or other leave will be deducted from the employee's accruals for any Workers' Comp benefit waiting period.

See the City's "Workers Compensation and Time Loss Benefits" administrative regulation for additional information.

## **ARTICLE 12**

### **UNION RIGHTS**

#### **12.1 Representatives**

The Union will notify the City, in writing of the names of its authorized representatives, officers and stewards on or before July 1 of each year, and within thirty (30) days of any changes in those names that occur during the course of the year.

#### **12.2 Access**

Union representatives (employees of SEIU Local 503, OPEU), upon notification to the Department Head or a designee, may visit with employees so long as such visits do not disrupt the workflow.

#### **12.3 Bulletin Boards**

Bulletin board space in each department shall be provided to the Union for the purpose of communicating with employees covered by this Contract. Posted materials shall not be slanderous or derogatory to the City of Springfield. (Noted that the term "City of Springfield" includes employees and officers of the City.)

#### **12.4 Collective Bargaining**

Up to five (5) employees (no more than one (1) employee will be allowed to participate from each department with fewer than twenty (20) represented employees) shall not suffer any loss of pay or accrued time off whenever collective bargaining sessions are scheduled during the regular workday.

The Employer and the Union agree to work together to minimize the impact of representation on any single office or department's operation. The Union shall distribute representatives to as many departments or departmental sub-units as possible.

#### **12.5 Contract Administration**

With supervisor or designee approval, officers and stewards may visit with employees for purposes of investigation, processing or presentation of grievances so long as such visits do not disrupt the workflow or operation of City business. Notification is required prior to each visit unless the affected supervisor or designee approves a different notification arrangement.

Employees charged with administering the Collective Bargaining Agreement shall not suffer any loss of pay when involved in meetings with the City regarding labor relations matters or when investigating grievances.



## **12.6 New Employee Orientation**

The City shall provide advance notice to the union with the scheduled date for new bargaining unit employee orientation. Up to one-half (½) hour shall be granted for a representative of the Union to make a presentation for new SEIU 503 employees on behalf of the Union for the purpose of identifying the organization's representation status, benefits, facilities, and related information. The Union presentation shall be scheduled on the employee's first day of work. If either because of the Union's or the City's operational needs it is not possible for the presentation to take place on the new employees first day of work, the presentation will be scheduled for a mutually agreed upon time no later than fourteen (14) days from the employee's start date.

By mutual agreement between the Union and the City, the parties may utilize an alternative new employee orientation process, provided that new employees receive a Union orientation within 30 days from the Employee's first start date.

## **ARTICLE 13 SENIORITY**

### **13.1 Seniority**

Seniority shall be established from the last date of hire in the City and continue to accrue during all paid time in the bargaining unit. Part-time employees shall accrue seniority based on their total hours paid by the City. In the event the City does not have complete records for part-timers, such seniority may be based on estimates.

In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

Seniority shall be terminated if an employee:

- a. resigns;
- b. is discharged;
- c. is laid off and fails to respond to written notice as provided in Article 14.3 regarding layoff notice;
- d. is laid off work for a period of time greater than eighteen (18) months or a period of time equal to the employee's seniority, whichever is shorter; or
- e. retires.

## **13.2 Promotion**

If in the City's sole determination the applicant pool is sufficient, the City, in filling vacancies within the bargaining unit, shall give first consideration to applications from qualified bargaining unit employees of the department. If the vacancy is not filled from within the department, applications from bargaining unit employees in other departments shall be considered, providing the employee applying for such job is qualified to perform the duties of the position as set forth in the class specifications. All qualified internal candidates from within the bargaining unit will be given a chance to meet with the hiring supervisor and/or be interviewed.

If a bargaining unit employee is not selected for the promotion they will have the opportunity to discuss with the hiring supervisor why they were not selected for the position.

When two (2) or more employees are equally qualified, seniority shall be used to break the tie.

The City shall post notice of all job openings electronically (email and online). Nothing herein shall require internal and external recruitments separate from one another.

## **13.3 Filling of Vacancies (Regular Part-Time)**

When a regular part-time position becomes vacant or additional hours become available, the City may offer those hours to current regular part-time employees with the same job title/description who are qualified for the position before posting notice to fill the position or before hiring outside temporary or contracted workers for those hours. The hours would be offered to part-time workers on a seniority basis from the highest to lowest in descending order.

# **ARTICLE 14 PROBATIONARY PERIOD**

## **14.1 New Employees**

Every employee hired into the bargaining unit shall serve a probationary period of one (1) year. Any interruption of service during the probationary period shall not be counted as part of such period.

The probationary period is an integral part of the selection process and shall be utilized by the operating department as a working test period to observe, train and assist employees in adjusting to their positions and to determine if the employee's performance meets work-related standards and expectations of the job. All probationary employees shall receive a thorough and timely documented performance evaluation after six (6) months of service and immediately prior to the completion of the probationary period.

The Union recognizes the right of the City to terminate or discipline probationary employees for any reason, with or without cause, and any such action shall not constitute a violation of this contract and shall not be subject to the grievance procedure.

## **14.2 Promotion/Transfer**

For the purpose of this Section, promotion and transfer is defined in Article 21.1.

All voluntary transfers and promotional appointments shall be tentative and subject to a trial period of six (6) full calendar months of actual full-time service. During this trial period, in its discretion the City may reclassify, reassign or reallocate the promoted or transferred employee, or return the employee to their previously held position, and such action shall not be subject to the grievance procedure. During the initial six (6) week period following the transfer or promotion, the employee reserves the right to resume their previous position provided the position remains authorized by the City. If the position has been filled during the trial period, the provision of Article 13 - Seniority shall apply. Any interruption of service during the trial period shall not be counted as part of such period.

Employees who are reclassified by virtue of an expansion of their job duties will not be required to serve a trial period.

## **ARTICLE 15 LAYOFF**

### **15.1 Reduction in Force**

If the City should reduce its work force, layoffs shall be made within each department by job title within classification based on seniority as defined in Article 13 - Seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees and the Union designee with a copy to the Local Union President not less than thirty (30) days prior to any layoff, except in the event of an emergency. If, prior to formal layoff notification as provided above, the City chooses to inform a member of the bargaining unit that they may be laid off, the City will also inform the Union of this potential layoff. Failure by the City to provide notice of possible layoffs to affected employees or the Union prior to the obligation for formal notification will not be subject to the grievance procedure.

Employees who are to be laid off may bump down within the same department to a job title within the same classification for which the employee is qualified to perform the required work, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee.

An employee who bumps into a lower job title within classification shall be placed on the salary schedule in the lower job title at the highest rate, which does not exceed the employee's rate in the higher job title.

An employee who wishes to bump down into a lower job title within the classification shall provide written notice no later than five (5) working days from the day of receipt of notification of layoff.

Employees who are to be laid off will be given preferential consideration for vacancies in other departments if the employee possesses the skill, ability and experience required in the vacant position.

In lieu of layoff, an employee may take a voluntary demotion to a lower job title within the department, requiring similar knowledge, skills and abilities. This is contingent on availability of vacant positions, and the employee shall be paid at the wage established for the lower job title. The employee may be placed at any step in the range in accordance with their experience, as recommended by the Department Head.

## **15.2 Recall**

Employees shall first be recalled from a layoff in inverse order of layoff within department and job title within classification so long as such recall is within eighteen (18) months of their layoff date. In the event the position is not filled with a qualified employee from within the department and job title within classification, other employees on the recall list qualified to perform the duties of the position, as set forth in the class specifications and job addendum, will be considered.

## **15.3 Notice**

Notice to an employee of recall from layoff status shall be made by certified mail, sent to the last address provided to the City by the employee. The employee shall have fourteen (14) days to return to work from the date of receipt of mail notifying that employee of recall from a layoff status or the employee will forfeit all seniority. Employees on any recall list shall be responsible for notifying the City's Human Resources Department of any change in the employee's address or phone number. Inability by the City to notify the employee of recall due to the employee's failure to notify the Human Resources Department of change in address will likely result in forfeiture of the employee's recall rights.

## **15.4 Reduction from Full-time Status**

If the City elects to reduce a position from full-time to part-time status, this reduction will be made within each department by job title within classification based on seniority as defined in Article 12 - Seniority, unless the City determines that a bona fide special operational need exists that requires retention of full-time status for a less senior employee. However, if in the sole

determination of the City, with ninety (90) days of on-the-job- training, the more senior employee can do the job of the less senior employee, the less senior employee's hours shall be reduced. In lieu of a reduction from full-time to part-time status, an employee may take a voluntary demotion to a lower job title within classification within the department, requiring similar knowledge, skills and abilities. This is contingent on availability of vacant positions, and the employee shall be paid at the wage established for the lower class. The employee may be placed at any step in the range in accordance with their experience as recommended by the Department Director. If the hours in the affected position are reinstated, then the employee with the greatest seniority has recall rights to those hours.

If an employee's hours are reduced from full-time to below .8 FTE, the City shall continue full-time health benefits based on full-time work for a period of up to three (3) months as long as the employee is working in this capacity.

An employee reduced from full-time to part-time status shall not have bumping rights. This Section does not apply to job share positions as defined in Article 5.5.

## **ARTICLE 16**

### **FILLING OF VACANCIES**

#### **16.1 Notice and Posting**

A Vacancy defined as an existing or newly-created funded position that the City intends to fill.

Notice of all bargaining unit vacancies shall be distributed through employee email notices, City websites, and department communications along with the job description, a minimum of nine (9) calendar days prior to the application deadline, or a period to be comprised of not less than four (4) weekend days and five (5) working days prior to the application deadline. Nothing herein shall require that internal and external recruitments be posted separately from one another.

#### **16.2 Application**

During the posting period any employee who wishes to apply for a vacant position may submit an application.

#### **16.3 Consideration**

All Bargaining Unit employees in an applicant pool for a vacant position within the Union (who meet the minimum qualifications) will be included in the next phase of the selection process.

If a Bargaining Unit employee is not selected for the position, they will have the opportunity to discuss with the hiring supervisor why they were not selected for the position

When two (2) or more employees are equally qualified, seniority shall be used to break the tie.

#### **16.4 Filling of Vacancies (Regular Part-Time)**

When a regular part-time position becomes vacant or additional hours become available, the City may offer those hours to current regular part-time employees with the same job title/description who are qualified for the position before posting notice to fill the position or before hiring outside temporary or contracted workers for those hours. The hours would be offered to part-time workers on a seniority basis from highest to lowest in descending order.

### **ARTICLE 17 SETTLEMENT OF DISPUTES**

Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms and conditions of this Agreement.

#### **17.1 Procedure**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence. Any and all time limits specified in this Section may be waived by documented mutual consent of the parties. If any time period shall end on a weekend or holiday, the time limits shall be extended to the end of the next working day.

Within thirty (30) calendar days immediately following the date the employee had or by reasonable diligence should have had knowledge of the grievance, whichever is first, the employee and their steward shall meet with the immediate supervisor in an attempt to resolve the dispute informally. If in this and in the following steps, the grievance involves more than one supervisor, this meeting shall be held with an employee in the Human Resources Department and those department representatives the City deems appropriate.

In cases of written discipline, the Union may skip the informal meeting process and proceed directly to step 1. In the case, the affected employee(s)/Union must comply with Step 1 timeline below.

**Step 1.** If the grievance has not been resolved, the affected employee(s)/Union shall present the grievance in writing to the employee's supervisor within ten (10) calendar days of the impacted employee(s)/Union receiving the supervisor's written decision (such as email) from the informal meeting. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- a. a statement of the grievance and the factual allegations upon which it is based;
- b. the Section(s) of this Contract alleged to have been violated; and
- c. The remedy sought.

Within fourteen (14) calendar days of receipt of the written grievance, the supervisor will schedule a meeting to give the grievant an opportunity to discuss the dispute. The supervisor shall render a written decision within fourteen (14) calendar days following the herein referenced meeting. (This meeting to discuss the dispute may be attended by any manager the City deems appropriate.)

Step 2. If the grievance is not resolved at Step 1, the Union shall submit the grievance to the Department Director or their designee within ten (10) calendar days of receipt of the supervisor's written decision. Within fourteen (14) calendar days of receipt of the written grievance, the Department Director will schedule a meeting to give the grievant an opportunity to discuss the dispute. The Department Director shall render a written decision within fourteen (14) calendar days following the meeting. (This meeting to discuss the dispute may be attended by any manager the City deems appropriate.) If an employee reports directly to a Department Director, proceed to Step 3.

Step 3. If the grievance is not resolved at Step 2, the Union shall submit the grievance to the City Manager or designee within ten (10) calendar days of receipt of the Department Director or their designee's written decision. The City Manager shall meet with the grievant, their Union representative, and the appropriate managers in an effort to resolve the dispute. This meeting shall occur within fourteen (14) calendar days of submission to Step 4 and the City Manager shall respond to the grievance within fourteen (14) calendar days of the 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 file a notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days following the date the City Manager response is due or received, whichever is earlier.

Unless the parties mutually agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board, which will submit to the parties a list of the names of five (5) Oregon arbitrators from the Oregon Employment Relations Board. Upon receipt of the list, the parties shall alternately strike one (1) name from the list until only one (1) name is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.

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 final and binding on the affected employees, 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 loser shall pay the arbitrator's fees and expenses and the arbitrator, as part of the award, shall designate the losing party for such purpose. The cost of a court reporter or stenographer, if requested by the arbitrator, and transcript of the hearing furnished to the arbitrator shall be shared equally by the parties.

## **17.2 Time Limits**

The parties to this Agreement shall be bound by the time limits contained in 17.1, above. If either party fails to comply with or follow the time limits, the following shall result (the grievance will be considered to have been presented or forwarded within the time limits so long as delivery by mail (postmark), fax, email, or in person occurs within the time limits specified):

- a. If the grievant fails to respond within the time limits specified above, the grievance shall be deemed waived.
- b. If the City fails to respond within the time limits specified above, the grievance shall automatically be advanced to the next step.

## **ARTICLE 18 DISCIPLINE AND DISCHARGE**

### **18.1 Just Cause**

No non-probationary regular full or part-time employee may be disciplined or discharged except for just cause.

All other employees serve at the pleasure of the City and may be disciplined or discharged without recourse to the grievance procedure or other appeal processes.

### **18.2 Just Cause Standard**

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall be warned of the consequences of their conduct, unless the conduct is so serious that the employee is expected to know it will be punishable.



- b. The City's rule or order must be reasonably related to efficient and safe operations.
- c. Did the City conduct a reasonable investigation before administering discipline?
- d. Was the investigation fair and objective?
- e. Did the investigation produce substantial evidence of guilt?
- f. Were the rules, orders and penalties applied evenhandedly and without discrimination?
- g. Was the penalty reasonably related to the seriousness of the offense and the employee's past employment record?

### **18.3 Representation**

An employee shall be entitled to Union representation whenever the employee is involved in a disciplinary interview.

### **18.4 Due Process**

In the event the City believes an employee may be subject to discipline resulting in an economic sanction, including termination, the following procedural due process shall be followed:

- a. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
- b. The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- d. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

## **ARTICLE 19 LABOR/MANAGEMENT COMMITTEE**

### **19.1 Purpose and Intent**

The parties agree to establish a joint Labor/Management Committee (LMC) as mutually agreed to consider issues on a topical basis. The intent of the committee shall be to facilitate communication between the parties by providing a forum for discussion of issues not

addressed by the contract. The committee shall be charged with making recommendations on broad subjects of mutual interest to the City and the Union, such as assessing Acting-in-Capacity/Temporary Assignments that cross bargaining units, reviewing Administrative Regulations, providing feedback on systems and procedures and conveying information to membership and management. Suggestions presented shall be discussed and the Employer and Union shall make an effort to implement suggestions that both parties agree have merit and are practical. Issues covered by the collective bargaining agreement shall be pursued through the channels defined by the contract. Neither party shall use the LMC for the purpose of negotiations unless mutually agreed by the Union and the Employer.

## **19.2 Meeting Schedule**

The Labor/Management Committee (LMC) shall meet quarterly or at the request of either party.

## **19.3 Committee Participation**

The LMC shall be composed of a member of the SEIU Local 995 Executive Board and, three (3) bargaining unit members appointed by the Union and up to four (4) Employer representatives. Both parties agree to exchange written agendas a minimum of one (1) week prior to all scheduled meetings.

# **ARTICLE 20 PERSONNEL FILES, INVESTIGATIONS, AND EVALUATIONS**

## **20.1 Location and Employee Rights**

The City shall maintain personnel records in the Human Resources Department. Upon request, each employee or their Union representative as authorized by the employee, shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file. Employees shall not be charged for their first request for copies of material from the personnel file. Thereafter, the City may charge a reasonable fee for duplication.

## **20.2 Signing**

Each employee shall read and sign any derogatory or critical material that is placed in the employee's personnel file. Signing does not necessarily indicate agreement. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line:

**"Signing Does Not Necessarily Indicate Agreement."**

### **20.3 Removal and Rebuttal**

Upon written request of the employee, written reprimands/warnings will be removed from the employee's personnel file after two (2) years, so long as no other similar disciplinary actions occur within that time period. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

### **20.4 Customer Complaint Investigations**

When the City receives a complaint of a non-criminal nature against an employee, the employee will be notified of the complaint within one (1) week of receipt by the Department if an investigation will be made or if the employee's evaluation will be affected. Such notice to the employee may be delayed up to thirty (30) days past the receipt of the complaint in situations where the investigation would be unduly jeopardized by such notice.

If the employee faces discipline following an investigation, and if a written investigation report is available, the City shall give the involved employee(s) a written summary report of the result of the City's investigation of non-criminal complaints, including a copy of the relevant complaint (redacted of complainant's personal information, if necessary). The employee will be given the opportunity to respond in writing to the complaint. The employee's written response will be permanently attached to the complaint and any copies thereof. If disciplinary action is taken, the City will comply with Article 17 Discipline and Discharge.

### **20.5 Suspension with Pay pending an Investigation**

Suspension with pay will not be recorded in employee personnel files or used in any manner against an employee if no disciplinary action is subsequently taken.

### **20.6 Step Increases**

If a Bargaining Unit employee is eligible for a step increase and the employee's annual performance evaluation has not been conducted within thirty (30) calendar days of the due date, the employee's step increase will be granted. This step increase will be retroactive to the due date and will be received by the employee as soon as practicable on a subsequent pay day.

### **20.7 Performance Evaluations**

It shall be the intent of the Employer to provide documented annual performance evaluations to all non-probationary Bargaining Unit employees in a timely manner. Supervisors shall conduct the employee's annual performance evaluation within thirty (30) calendar days of the due date (unless there are extenuating circumstances that require additional time, such as legal review).

If the supervisor fails to file an annual performance evaluation within thirty (30) days they may submit the annual performance evaluation up to ninety (90) days past the annual review date.

However, said review will not affect the previously granted step increase. If, after ninety (90) days, an evaluation is not filed, the employee's performance for the previous work year shall be deemed as satisfactory.

If a disciplinary issue arises, the City and Union will stipulate in writing that for all periods of missing performance evaluations the employee is deemed satisfactory pursuant to the contract.

## **ARTICLE 21**

### **CLASSIFICATION/JOB TITLE**

#### **21.1 New Classifications/Job Titles**

In the event a new classification/job title is added to the Bargaining Unit, the Union will be notified in writing within three (3) working days from the time that the classification/job title is approved by the City Manager or designee. The Union will be provided with a copy of the new classification/job title specifications within thirty (30) days of the date that the classification/job title is approved.

The City will assign a wage scale to the position and so inform the Union. In the event the Union does not agree with the assigned wage scale and makes a demand to bargain within thirty (30) calendar days of notification, the City will be obliged to bargain over the wage for the position.

Regardless of whether or not the Union makes a demand to bargain, the City may implement the position and the assigned wage scale until negotiations are completed.

#### **21.2 Classification Specifications**

The City will maintain written classification/job title specifications. These classification/job title specifications shall refer to a specific classification/job title, not to individual positions. The written document will contain a title, duties and responsibilities, and minimum qualification requirements, to include knowledge, skills, abilities, training, experience, and licensing/certification.

#### **21.3 Reclassification Requests**

An employee may make a reclassification request whenever the ongoing duties of their position change so substantially that a reclassification is believed to be warranted. Whenever the preceding circumstances exist and the employee wishes to pursue a reclassification, the employee will be required to submit a Position Description Questionnaire (PDQ) to their immediate supervisor(s) and give notification to the Human Resources Department that a PDQ process has been initiated. The Department will have up to thirty (30) calendar days to

complete the PDQ process with the employee and to forward recommendations to the Human Resources Department.

The Human Resources Department will be responsible for evaluating the reclassification request reviewing comments and may interview the employee and/or perform a desk audit. A written response to the request will be provided to the Department Director within thirty (30) calendar days of receipt of the PDQ in the Human Resources Department. If an outside consultant is retained for the purpose of reviewing the request, additional time may be required.

Final determination for reclassification requests is made by the Compensation and Classification Oversight Committee. Every effort will be made to schedule this committee meeting within thirty (30) calendar days of the HR Department's recommendation.

When a determination has been made that the duty changes are of such a significant nature as to warrant reclassification, the City shall reclassify the employee effective the date the employee submitted the Position Description Questionnaire (PDQ) to their immediate supervisor(s) unless the employee's duties are altered so that their current classification reflects the changes in responsibilities.

In the event the reclassification is denied or the employee is dissatisfied with the job title assignment made, and the employee wishes to pursue the matter further, the employee may take the issue up within the grievance procedure at the City Manager's step.

If a new job title is created or the pay grade assignment for an existing job title is changed, 21.1 will apply.

#### **21.4 Regrade Requests**

An employee may make a regrade request whenever the ongoing duties of their position change so substantially that a regrade is believed to be warranted. The request shall include Position/Title Review Request form highlighting changes in the relative difficulty, complexity, skills, and decision making authority and how those changes align with the classification progression. Human Resources may request additional information including a PDQ, interview, or a desk audit.

The Human Resources Department will be responsible for evaluating the regrade request. Human Resources will make a preliminary determination and schedule review by the Oversight Committee.

A written response to the request will be provided to the Department Director and the employee within thirty (30) calendar days of receipt of the regrade request in the Human Resources Department. Approved grade changes will be effective the beginning date of the pay period following the date the employee

submits their signature to their supervisor

In the event the regrade requested is denied and the employee wishes to pursue the matter further, the employee may take the issue up within the grievance procedure at the City Manager's step.

## **21.5 Job Descriptions**

The City will keep on file a job description prepared by the employee working in that job position after it has been reviewed and approved by the employee's supervisor at their scheduled job performance evaluation. Filing a job description shall in no way limit the City's authority to assign work or duties.

# **ARTICLE 22 COMPENSATION**

## **22.1 Definitions**

- a. Transfer: The movement of an employee to a job that has a salary differential of less than four percent (4%) at midpoint.
- b. Promotion: The movement to a position at a higher salary grade level where the difference between the midpoints of the salary grade is typically four percent (4%) or greater.
- c. Reassignment: An intradepartmental movement authorized by the Department Director to a different position within the same classification and pay grade for which the employee has the minimum required skills, education, and/or certifications.
- d. Red Circle: When the employee's pay rate is above the established maximum of that position
- e. Voluntary Step Down: The voluntary movement to a position at a lower salary grade.

## **22.2 Salary Schedule**

- a. Effective July 1, 2013 and continuing thereafter unless specifically modified by mutual agreement of the City and the Union, the City shall continue with a fifty percent (50%) range, eleven (11) step, equal-dollars-between-steps compensation plan for all SEIU represented employees. Within the 11-step pay plan, Steps 1 through 9 are merit steps; and Steps 10 and 11 are reserved for market adjustments. For the period of July 1, 2021 to June 30, 2023, the hourly and annual salary amounts shown on the 11-step salary schedule shall be consistent with those in effect as of June 30, 2021.

- b. During the fiscal year beginning on July 1, 2023 and ending on June 30, 2024, the City will conduct a comprehensive market survey for all agreed upon benchmark positions within SEIU. The City and Union will jointly review and approve benchmark position descriptions and the market survey instrument for use in the market survey. The results of the study when completed will be reviewed with the Union. The list of comparable agencies and organizations will be substantially the same as the list used in the study conducted in 2021.
  - I. In selecting benchmark positions, the City and the Union will strive to represent as many occupational groups as possible give the following criteria:
    - a) Chosen on the possibility of finding a match in other organizations
    - b) Positions reflective of non-vacant positions
    - c) To the extent possible, positions will be similar to the previous market study
    - d) Positions representing as many pay grades as possible.
- c. Effective July 1, 2024, the City will implement the results of the market survey as follows:
  - I. The City agrees to adjust the pay grade, comparing grades at market midpoint. Employees will move onto the new pay plan to the step that allows for a minimum increase of 3%.
    - a) Employees who have additional merit steps available to them will continue to advance on their annual merit date.
    - b) If the pay grade is adjusted less than 3%, employees will receive less than 3%.
    - c) If two or more benchmarked positions in any particular pay grade result in a discrepancy of 8% or more, the Union and City agree to meet and resolve the variation. If no agreement can be made, the issue will be taken to the independent consultant of the market analysis for resolution. The consultant's recommendation will stand.
- d. In the event the comprehensive market survey is not completed and implemented by July 1, 2024, all wage rates in the Bargaining Unit will be increased by five percent (5%) unless a bona fide emergency outside the City's control prevents or delays implementation.
- e. If the City is unable to recruit for and/or retain a job title within a pay grade, the City may conduct a specific market survey for that job title. If opening steps 10 and 11 will allow realignment of midpoint, the City will open those steps.

### **22.3 Movement Between Steps**

Employees will advance to the next step following one year from their most recent step not to exceed the maximum step of the salary range. The periodic implementation of a market study and associated step change does not require a twelve-month interval for an employee to move up a step.

Part-time employees shall be evaluated at time periods equivalent to those worked by full-time employees.

### **22.4 Pay Period**

Employees shall be paid on a bi-weekly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or holiday, the last preceding workday shall be the regular pay date in lieu thereof. The Union shall be provided at least (60) days' notice of a change of paydays from monthly to bi-weekly or vice versa.

### **22.5 Promotions**

When an employee is promoted, they shall be placed on the new salary grade at the step nearest to a five percent (5%) increase and shall receive at least the first step of the higher salary grade. Promotions may be the result of a competitive recruitment process or of a reclassification.

### **22.6 Lateral Transfers**

When an employee accepts a transfer, they will be placed in the new salary grade at the nearest step that does not result in reduction in pay. Transfers may be the result of a competitive recruitment process or of a reclassification.

Departments are not required to fill a position with a transfer candidate. Re-assignment and transfer is contingent upon the employee's ability to meet the minimum qualifications of the specific job description.

### **22.7 Demotion/Step Down**

If an employee requests a demotion, the employee will move to the same step on the lower pay grade.

If an employee through a competitive recruitment process accepts a position and steps down to a lower salary range, the employee will be placed at the lower pay grade consistent with the Oregon Equal Pay Act.

If an employee is demoted as a result of an organizational change or restructure, the employee's pay rate will be red-circled for a maximum of one year, and then the employee shall



be paid within the range, consistent with the Oregon Equal Pay Act for the classification to which they are demoted.

## **22.8 Acting-in-Capacity**

When an employee is assigned to work in a higher classification and performs substantially all the duties the absent employee would have been called upon to perform for five (5) or more consecutive workdays, the employee shall be compensated at a rate five percent (5%) above their current salary. Acting-in-Capacity (AIC) pay will be applied retroactively to the beginning of the assignment.

When an employee is assigned to work in an AIC supervisory or management position, the City shall prepare a Memorandum of Agreement (MOA) for review and signature by the local Union officers. The MOA shall clarify the duties and responsibilities of the AIC supervisor or management position, including but not limited to the following: the anticipated duration of the assignment, the degree of oversight provided to other Bargaining Unit employees and work groups; the authorization to approve timecards, scheduling of work and training of Bargaining Unit employees; and any expected participation on City sub-committees or project teams. Under no circumstances will a Bargaining Unit employee in an AIC assignment be responsible for invoking any disciplinary actions against other Bargaining Unit employees.

## **22.9 Temporary Assignment**

Once an employee has been in AIC status for sixty (60) or more consecutive calendar days, they will be considered to have a temporary assignment (TA). An employee in a TA must be qualified to and perform all or nearly all duties of the absent employee. On the first new pay period following this sixty (60) day period, an employee with a TA shall be compensated at the first step of the pay grade of the higher classification that is at least five percent (5%) above their original salary. If no such step exists, the employee shall be compensated at five percent (5%) above their current salary.

If the TA employee is non-exempt and the higher classification/job title is an exempt position, the TA employee will likewise switch to exempt status and, among other things, will be ineligible for non-exempt overtime pay for the duration of the assignment. Employees with a TA will accrue vacation at the appropriate exempt employee level for the duration of the temporary assignment.

If an employee reaches their anniversary date during their assignment and is eligible to advance a step, they will advance a step on their normal pay grade and their TA step will be recalculated, if necessary.

Temporary assignments should be reviewed by management and/or Human Resources every six (6) months to determine if the assignment is still appropriate.

## ARTICLE 23 INSURANCE

### 23.1 Medical and Dental

The City shall continue current medical, vision and dental insurance through the term of this Agreement. All employees within the Bargaining Unit shall only be eligible for the standard insurance plans adopted for this employee group. The coverage begins the first of the month following hire.

As the City cannot guarantee that the insurance carriers, providers or associations through which the City contracts its insurance plans shall not make changes in the plans, the City retains the right to change carriers, contracts, and provider panels in an effort to maintain overall benefit comparability and cost efficiency.

Effective July 1, 2016, the City's total cost share will be 90 percent of the cost for the medical, vision and dental plans. Employees shall pay any portion of the premiums for the selected medical plan or dental plan for which the city is not obligated as set forth in this Section.

Each month an employee is enrolled in the Health Incentive Plan (HIP) during the term of this Agreement, the City will contribute to a Health Reimbursement Account (HRA) on the following schedule:

	Single Coverage	+ Eligible Dependents
0.80 to 1.00 FTE (32-40 hrs/wk)	\$100	\$200
0.50 to 0.79 FTE (20-31.6 hrs/wk)	\$ 75	\$150

The City will provide health services at the City Wellness Clinic at minimal or no cost to employees and covered dependents.

Beginning January 1, 2013, the City is self-funded for health insurance. The City will calculate and provide the health insurance premiums to employees prior to each enrollment period.

In the event the City is subjected to a penalty, tax, fine or increased cost as a result of the Affordable Care Act (ACA), the parties agree to reopen this agreement on Medical Insurance and bargain the cost split on the penalty, tax, fine or increased cost. Along with the Excise Tax on High Cost Employer-Sponsored Health Coverage (Section 49801 of the Internal Revenue Code), the Joint Benefits Advisory Committee will review and notify employees about any other penalties, taxes, fines, or costs resulting from the ACA.

### **23.2 Flexible Spending Account**

The City will maintain the flexible spending account so long as the law allows and such represents a tax saving.

### **23.3 Employee Assistance Program**

The City shall continue to provide an employee assistance program to Bargaining Unit employees and maintain benefits at their current level.

### **23.4 Insurance Committee**

The parties agree to participate in a Joint Benefits Advisory Committee with other employee groups. The functions of such a committee may include but are not limited to reviewing of components of the employee benefit package (health, vision, dental, and any other voluntary products such as supplemental life and wellness programs), evaluating possible plan modifications, monitoring insurance plan costs and utilization, educating employees about the benefit programs, reviewing alternative carriers, and making recommendations for plan modifications. The Union will consider modifications to the insurance plans recommended by the Committee during the term of this agreement; however, the parties agree that any such changes which would result in substantive changes in current benefits shall be subject to mutual agreement by the parties except as otherwise provided herein.

### **23.5 Life Insurance**

The City will provide, at no cost to the employee, life and Accidental Death and Dismemberment insurance equal to the employee's annual salary. For part-time employees, the benefit will be prorated based upon scheduled FTE.

### **23.6 Long Term Disability**

Primary Long Term Disability (LTD) insurance coverage will be provided by PERS. The City shall continue a supplemental LTD plan with the same waiting period as PERS, a benefit of up to sixty percent (60%) of base salary and offset by benefits from sick leave, Social Security, Worker's Compensation, PERS and unemployment insurance for all full-time employees and employees regularly scheduled to work thirty-two (32) or more hours per week.

### **23.7 Carrier/Coverage**

If the medical and/or dental carrier(s) informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial change in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Union in writing. If the Union demands to bargain in writing within thirty (30) calendar days after receiving notice from the City, the parties shall negotiate over the impact of the plan termination or modification by the carrier(s), or the addition of plan(s) by the City. If such bargaining demand is not provided by

the Union, the Union waives its right to bargain over the change or the impact of the change identified in the notice.

The parties mutually agree to use the expedited bargaining procedure as set forth in ORS Chapter 243 to resolve any issues concerning health insurance plan changes that meet aforementioned criteria for mid-term bargaining, except that the notice and demand to bargain provisions shall apply as set forth above in this section. However, if the medical and/or dental carrier has not provided the requisite notice for the parties to comply with statute before plan termination, the City shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

### **23.8 Wellness Program**

The City may, at their sole discretion, offer wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan. Wellness programs will not reduce benefits but is voluntary. Initiation or continuation of any wellness program will be at the sole discretion of the City and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

### **23.9 Fire-Med**

As part of its benefit package, the City will provide basic Fire-Med membership to all bargaining unit employees. Benefit is limited to FireMed service areas.

## **ARTICLE 24 RETIREMENT**

Retirement will be provided under Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) of the State of Oregon. The City will pay the employee's contribution of six percent (6%) of gross earnings to PERS or OPSRP and the employer's portion to the retirement plan.

Changes in the administration of PERS or OPSRP occurring during the term of this Agreement due to changes in Oregon law, which alter the terms or availability of PERS or OPSRP, will result in a re-opener of this Article at the request of either party to this Agreement.

## **ARTICLE 25**

### **TRAVEL, MEETING EXPENSES AND UNIFORM EXPENSES**

#### **25.1 Mileage Reimbursement and Travel**

Mileage for travel within the Springfield and Eugene Urban Growth Boundaries (UGBs) may be reimbursed if approved in writing by the Department Director or designee when no other transportation options are available (examples include pool vehicle, pool bus pass, or carpooling).

When an employee is required to use their personal vehicle for City business, they shall be reimbursed for mileage at one hundred percent (100%) of the Internal Revenue Service mileage allowance figure for miles traveled in association with that business. When an employee is authorized to use a personal vehicle for City business in lieu of using a City vehicle or other available transportation options, the employee will be reimbursed at sixty seven percent (67%) of the Internal Revenue Service allowance figure and only for the miles traveled in association with official City business. When mileage reimbursement is requested, documentation shall be provided by the employee in accordance with City policy. Employees are not eligible for mileage reimbursement for portal-to-portal travel (i.e., the employee's normal home-to-work and work-to-home travel). Portal-to-portal includes travel at the beginning and end of the single workday and during a lunch break.

Authorized travel time spent by an employee during the employee's normal working hours on regular working days and during the corresponding hours on non-working days is considered time worked. As a driver, travel time outside of the Springfield/Eugene UGBs and outside of regular work hours is considered work time. As a passenger in a vehicle, travel time outside of regular work hours is not considered work time.

#### **25.2 Expense Reimbursement**

The employee will be reimbursed for reasonable lodging expenses when required in association with City business in accordance with City policy. Accommodations are subject to Director approval. In those cases where a room is shared with a person who is not on official City business and the rate for double occupancy is higher than single occupancy, only the single rate will be reimbursed.

The employee may be reimbursed for other reasonable expenses relating to the conference or meeting if authorized by the Director, upon submission of receipts. However, employees will not be reimbursed for personal expenses such as personal telephone charges, in-room movies, alcohol, or health club costs.

Receipts for lodging, registration, and transportation are required, and must be submitted using the City's travel request and expense report.

### 25.3 Meal Reimbursement

When an employee is approved by the City to travel outside the Springfield/Eugene UGBs for City business or required training, and an overnight stay is required, the employee will receive a per diem payment at the applicable Federal rate for the destination city. This daily per diem will be provided to cover the cost of meals and tips, as well as other miscellaneous incidental expenses for which receipts are not submitted. Allowable incidental expenses, authorized by the Director, will be reimbursed if receipts are presented according to policy.

When a meal is provided in conjunction with a conference or meeting, the corresponding daily per-diem will be reduced 20% for a breakfast, 30% for a lunch and 50% for a dinner. For partial travel days, such as for departure and arrival days, the corresponding daily per-diem will be adjusted based upon the time away from the greater Springfield-Eugene UGB as follows:

<u>Meal % per diem</u>	<u>must be away during the hours of:</u>
Breakfast 20%	6:00 am – 10:00 am
Lunch 30%	11:00 am – 2:00 pm
Dinner 50%	5:00 pm – 8:00 pm

When an employee is required by the City to travel outside the Springfield/Eugene UGBs for job related conferences, City business, or required training, for same- day travel with no overnight stay, the cost of meals will be reimbursed with receipts, not to exceed the maximum allowance per meal. The maximum allowances per meal are based on the applicable Federal rate for the destination city. These are separate meal allowances; daily per diem does not apply to same day travel. For example, an employee may not skip breakfast in order to have a more expensive lunch. Reasonable tips of fifteen percent (15%) or less are reimbursable.

### 25.4 Voluntary Professional Development

Professional development that is not mandatory may be approved with or without reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with FLSA. Such training, coursework, or meetings may be subject to other conditions and restrictions as the City in its discretion may specify. The employee shall be advised at the time of approval whether it shall be considered required or voluntary.

### 25.5 Uniform Expenses

If an employee is required by the City or by OR-OSHA to wear a uniform or personal protective equipment, such uniform or personal protective equipment shall be furnished or paid for by the City. Uniforms and equipment furnished by the City will be repaired or replaced by the City when damaged by ordinary wear and tear.

For purposes of this Article, a uniform constitutes attire which designates a person as a City employee. Uniforms and personal protective equipment are for work purposes only and should not be worn off the job.

## **ARTICLE 26**

### **SAFETY**

#### **26.1 Obligation**

The City acknowledges an obligation to provide a safe workplace for its employees in accordance with State statute. This Section shall not be subject to arbitration under the grievance procedure.

#### **26.2 Committee Participation**

The Union shall be allowed to select at least one (1) member for each of the City's four (4) Safety Committees. Employees participating on a Safety Committee shall do so without loss of pay.

## **ARTICLE 27**

### **DRUG AND ALCOHOL FREE WORKPLACE**

Employees of this bargaining unit are subject to the provisions of the City's Alcohol/Drug Use, Abuse and Testing Administrative Regulation. Where provisions of this contract do not conform to specific provisions of the City's Administrative Regulation, the provisions of this contract shall supersede those provisions of the Administrative Regulation. The City's Alcohol/Drug Use, Abuse and Test Administrative Regulation, insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to modify the Administrative Regulation as may be necessary to comply with applicable federal or state statutes and administrative regulations, and/or to conform to current standards for drug and alcohol testing. The City shall inform the Union of any modifications made to the Administrative Regulation. The Union has the right to grieve discipline resulting from this Administrative Regulation under the grievance procedure, as provided in Article 17 – Settlement of Disputes. Employees may also grieve a requirement to submit to testing believed to be malicious, vexatious or made in bad faith.

## **ARTICLE 28**

### **OUTSIDE EMPLOYMENT**

The City is the primary employer for its employees. Whenever an employee obtains outside employment while an employee of the City, the employee shall notify their Department Head prior to beginning the outside employment. Employees may not accept outside employment that involves:

- a. The use of City of Springfield time (including the employee's work time), City of Springfield facilities, and confidential information gained as a City of Springfield employee, equipment and supplies, or the prestige or influence of the employee's position with City of Springfield. In other words, the employee may not engage in private business interests or other employment activities on the City of Springfield's time or using the City of Springfield's property;
- b. The performance of an act that may be subject to control, inspection, review or audit by the department for whom the employee works (or by a State agency); or
- c. Receipt of money or anything of value for performance of duties that the employee is required to perform for the City of Springfield.

In order to continue the outside employment, the job must be compatible with the employee's City work schedule, in no way detract from the efficiency of the employee's City work, and in no way conflict with the interests of the City or be a discredit to the City.

## **ARTICLE 29**

### **CAREER DEVELOPMENT/TRAINING**

#### **29.1 Tuition Reimbursement**

The City shall reimburse bargaining unit employees for one-half (1/2) the amount of tuition for approved courses which are deemed job-related by the Department Head, and approved by the Human Resources Director, subject to available and budgeted funds. The reimbursement will be for one-half(1/2) the amount of tuition for approved courses conducted outside the employee's regular working hours, provided the employee has made application for approval to their Department Head at least ten (10) days prior to the registration for such course, the department and Human Resources Director have approved such application, the employee submits evidence showing satisfactory completion of the course (a "C" grade or better), and the employee is not receiving tuition reimbursement from any other source or program. The City will not reimburse for costs for books, lab fees, or other costs associated with the course.

#### **29.2 Training**

Notice of Citywide training opportunities will be posted to the extent possible. Employee requests to attend specific trainings shall not be arbitrarily denied.

#### **29.3 Career Consultation**

Any employee may go to the Human Resources Department to discuss their career goals and how to meet them. Human Resources may coordinate or help arrange shadowing or mentoring in an effort to help any employee meet their career goals.



## **ARTICLE 30 SAVINGS CLAUSE**

Should any portion of this Contract be held contrary to law or declared invalid by a court of competent jurisdiction, or declared invalid by final order of the Employment Relations Board, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

## **ARTICLE 31 CONTRACTING OUT**

### **31.1 Notice and Submission**

The Union recognizes that the Employer has the management right, during the term of this Agreement, to contract out work performed by employees represented by the bargaining unit. In the event such contracting out of bargaining unit work would result in the layoff or demotion of employees represented by the bargaining unit, the City shall provide the Union with no less than fifteen (15) days written notice in advance of the posting of the request for proposal (RFP) for such contracting out of unit work. Upon this notification to the Union the City will provide the feasibility study including the projected financial impact, anticipated cost savings, and all other information contributing to the decision to contract out bargaining unit work.

During the forty-five (45) days following this notification to the Union, the Union shall have the opportunity to submit an alternate proposal to the City, and the City shall not award any contracts for the bargaining unit work pending the timely receipt of the Union's proposal. The City shall give full consideration to all timely Union proposals before a decision is finalized. If the Union's proposal would result in providing quality, savings and timeliness equal to or greater than that identified in the selected contractor's proposal, the City will agree in writing to implement the Union's proposal.

### **31.2 Impact Bargaining**

If any employees represented by the bargaining unit are laid off or displaced from their assigned classification as a result of contracting out of bargaining unit work, the City will meet with the Union to negotiate regarding the impact of the decision. Should such layoff of City employees occur, the City will encourage the contractor to hire the displaced employees. If the decision to contract out bargaining unit work results in the transfer of employees represented by the bargaining unit to another public employer, such transfer shall be governed by ORS 236-610.

### **31.3 Insurance Extension**

Provided the employee enrolls in COBRA health insurance upon layoff, the City will continue to pay the City portion of health/dental premiums for eligible employees as specified in Article 22, Insurance, for up to three (3) months following the date of layoff as the result of the contracting out or until the laid off employee has obtained alternative health insurance coverage, whichever is earlier.

### **31.4 Retention of Layoff Rights**

Any employee laid off due to contracting out retains all rights under Article 15, Layoff, of this Agreement.

### **31.5 Retention of Management Rights**

Nothing in this Article shall limit the City's rights as set forth in Article 4. Management Rights, nor shall it prevent the City from periodically analyzing its operation for the purpose of identifying cost-saving opportunities.

## **ARTICLE 32 STRIKES**

### **32.1 Prohibition**

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other interruption of work, at any City of Springfield or Eugene Springfield Fire worksite represented by SEIU Local 503 during the term of this Contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

### **32.2 Union Obligation**

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or any other interruption either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly cessation of the offending conduct.

### **32.3 No Lockout**

There shall be no lockout of employees instituted by the City during the term of this Agreement.

## **ARTICLE 33 EXISTING CONDITIONS**

### **33.1 Complete Agreement**

This Contract incorporates the sole and complete Agreement between the City and the Union resulting from these negotiations.

### **33.2 Amendments**

This Agreement may be amended at any time by mutual agreement of the Union and the City. Such amendments shall be in writing and signed by both parties.

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining which was not discussed in the negotiations that created the current Agreement, the City shall be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request. For the purpose of this Section, the Union will have thirty (30) days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.650-243.776. If the Union does not demand to bargain, the City may implement or change the condition it has proposed. The Union waives any right to bargain matters raised during negotiations but which were not embodied in the Agreement.

## ARTICLE 34 TERM OF AGREEMENT

This Agreement shall be effective as of the date of its signing by both parties, unless otherwise specified herein and shall continue in effect through June 30, 2025. The Agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor Agreement by December 15 of the year prior to the expiring year of the Agreement.

### SEIU LOCAL 503, OPEU

Melissa Unger

Melissa Unger,  
Executive Director

Andy Limbird  
Andy Limbird (Sep 14, 2022 10:44 PDT)

Andrew Limbird

Molly Markarian  
Molly Markarian (Sep 13, 2022 10:20 PDT)

Molly Markarian

Casey S. Wilson

Casey Wilson

Meshell Bradley  
Meshell Bradley (Sep 13, 2022 11:15 PDT)

Meshell Bradley

Steven k. Petersen  
Steven k. Petersen (Sep 13, 2022 10:40 PDT)

Steven Petersen

Andrew Larson  
Andrew Larson (Sep 14, 2022 10:50 PDT)

Andrew Larson

Evan Paster

Evan Paster, Senior Bargaining Strategist

Sep 13, 2022

Date

### CITY OF SPRINGFIELD

Nancy Newton  
Nancy Newton (Sep 22, 2022 09:57 PDT)

Nancy Newton,  
City Manager

Chaim Hertz  
Chaim Hertz (Sep 21, 2022 07:21 PDT)

Chaim Hertz, HR Director

Sep 22, 2022

Date

**APPENDIX A**  
**SEIU CLASSIFICATIONS/JOB TITLES WITH PAY GRADES**

Classification Specification	Job Title	Job Code	Grade
Administrative Assistant	Administrative Assistant	11001O	A11
	Administrative Assistant	11002O	A12
	Administrative Assistant	11003O	A13
Administrative Specialist	Administrative Specialist I	12001O	B21
	Administrative Specialist II	12002O	B22
	Administrative Specialist III	12003O	B23
	Community Dev Admin Spec II	12023O	B22
	Community Dev Admin Spec III	12024O	B23
	Court Clerk	12006O	B22
	Court Clerk, Senior	12007O	B23
	Engineering Assistant	12011O	B22
	Housing Program Assistant	12012O	B23
	Program Specialist	12022O	B23
Associate Program Manager	Associate Program Manager	91024O	C44
	MWMC Accountant	91028O	C44
	Principal Planner	91014O	C44
	Principal Planner	91015O	C45
	Senior Civil Engineer	91013O	C45
Code Enforcement Specialist	Building Inspector I	31002O	B23
	Building Inspector II	31003O	B24
	Building Inspector III	31012O	B25
	Code Enforce Officer	31005O	B24
	Code Enforce Officer	31010O	B22
	Code Enforce Officer	31011O	B23
	Plans Examiner I	31014O	B23
	Plans Examiner II	31009O	B24
	Plans Examiner III	31013O	B25
Maintenance Assistant	Custodian	21004O	A12
Management Analyst	Accountant	81004O	C41
	Accountant	81005O	C42
	Accountant	81006O	C43
	Contract Analyst I	81026O	C41
	Contract Analyst II	81027O	C42
	Contract Analyst, Senior	81028O	C43
	Crime Analyst I	81034O	C41
	Crime Analyst II	81035O	C42
	Environmental Analyst	81031O	C42
	Environmental Analyst, Senior	81009O	C43

	Finance Analyst I	810320	C41
	Finance Analyst II	810330	C42
	Housing Analyst I	810360	C41
	Housing Analyst II	810370	C42
	Housing Programs Analyst	810100	C43
	Librarian	810140	C41
	Librarian	810150	C42
	Librarian	810160	C43
	Management Analyst	810010	C41
	Management Analyst	810020	C42
	Management Analyst	810030	C43
	Museum Curator	810210	C41
	Museum Curator	810220	C42
	Museum Curator	810230	C43
	Planner I	810170	C41
	Planner II	810180	C42
	Planner, Senior	810190	C43
	Public Info & Educ Analyst I	810240	C41
	Public Info & Educ Analyst II	810200	C42
	Public Info & Educ Analyst Lead	810250	C43
	Safety & Training Coord I	810290	C41
	Safety & Training Coord II	810300	C42
Management Support Specialist	Management Support Specialist	720010	B23
	Management Support Specialist	720020	B24
	Permit Specialist	720140	B23
	Permit Specialist	720150	B24
Management Support Technician	Accounting Technician	710030	B21
	Accounting Technician	710040	B22
	EMS Accounting Tech	710060	B22
	EMS Accounting Tech	710080	B21
	Library Technician	710070	B21
	Management Support Tech	710020	B22
	Permit Technician	710090	B21
	Permit Technician	710100	B22
Technical Analyst	Civil Engineer I	620020	C43
	Civil Engineer II	620030	C44
	Database Administrator	620050	C44
	Design & Construction Coord I	620260	C42
	Design & Construction Coord II	620270	C43
	Engineer-in-Training	620010	C42
	GIS Analyst	620060	C43

	GIS Analyst	62025O	C44
	GIS Database Administrator	62007O	C43
	GIS Database Administrator	62013O	C44
	Network Analyst I	62008O	C42
	Network Analyst II	62009O	C43
	Network Analyst, Senior	62024O	C44
	Programmer Analyst	62023O	C42
	Programmer Analyst II	62010O	C43
	Programmer Analyst, Senior	62011O	C44
	System Administrator	62012O	C44
Technical Specialist	Application Tech Specialist	61008O	B24
	Construction Inspector I	31006O	B22
	Construction Inspector II	31007O	B23
	Construction Inspector III	31008O	B24
	Engineering Technician I	61001O	B22
	Engineering Technician II	61002O	B23
	Engineering Technician III	61003O	B24
	Environmental Services Tech	61004O	B22
	Environmental Services Tech	61005O	B23
	Environmental Services Tech	61006O	B24
	Lib Tech Specialist	61019O	B24
	Service Desk Specialist	61007O	B24
	Survey Party Chief	61010O	B24
	Surveyor	61009O	B23
	Surveyor	61011O	B24
	Surveyor	61012O	B25
	Traffic Engineering Technician	61013O	B23
	Traffic Engineering Technician	61014O	B24
* Effective as of July 1, 2022			

**APPENDIX B**  
**SEIU PAY SCALE – AS OF 7/1/2021**

<b>DBM/ Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>A11</b>	\$13.19 \$27,435	\$13.85 \$28,806	\$14.51 \$30,178	\$15.17 \$31,550	\$15.83 \$32,921	\$16.49 \$34,293	\$17.15 \$35,665	\$17.81 \$37,037	\$18.47 \$38,408
<b>A12</b>	\$15.50 \$32,248	\$16.28 \$33,860	\$17.05 \$35,473	\$17.83 \$37,085	\$18.60 \$38,698	\$19.38 \$40,310	\$20.15 \$41,922	\$20.93 \$43,535	\$21.71 \$45,147
<b>A13</b>	\$17.82 \$37,062	\$18.71 \$38,915	\$19.60 \$40,768	\$20.49 \$42,621	\$21.38 \$44,474	\$22.27 \$46,327	\$23.16 \$48,180	\$24.05 \$50,033	\$24.95 \$51,886
<b>B21</b>	\$20.14 \$41,890	\$21.15 \$43,984	\$22.15 \$46,078	\$23.16 \$48,173	\$24.17 \$50,267	\$25.17 \$52,362	\$26.18 \$54,456	\$27.19 \$56,551	\$28.19 \$58,645
<b>B22</b>	\$22.45 \$46,703	\$23.58 \$49,038	\$24.70 \$51,373	\$25.82 \$53,708	\$26.94 \$56,044	\$28.07 \$58,379	\$29.19 \$60,714	\$30.31 \$63,049	\$31.43 \$65,384
<b>B23</b>	\$24.77 \$51,517	\$26.01 \$54,092	\$27.24 \$56,668	\$28.48 \$59,244	\$29.72 \$61,820	\$30.96 \$64,396	\$32.20 \$66,972	\$33.44 \$69,547	\$34.67 \$72,123
<b>B24</b>	\$27.24 \$56,668	\$28.61 \$59,502	\$29.97 \$62,335	\$31.33 \$65,168	\$32.69 \$68,002	\$34.06 \$70,835	\$35.42 \$73,669	\$36.78 \$76,502	\$38.14 \$79,335
<b>B25</b>	\$29.15 \$60,635	\$30.61 \$63,667	\$32.07 \$66,698	\$33.52 \$69,730	\$34.98 \$72,762	\$36.44 \$75,794	\$37.90 \$78,825	\$39.35 \$81,857	\$40.81 \$84,889
<b>C41</b>	\$27.32 \$56,834	\$28.69 \$59,675	\$30.06 \$62,517	\$31.42 \$65,359	\$32.79 \$68,201	\$34.15 \$71,042	\$35.52 \$73,884	\$36.89 \$76,726	\$38.25 \$79,567
<b>C42</b>	\$29.45 \$61,261	\$30.93 \$64,324	\$32.40 \$67,387	\$33.87 \$70,450	\$35.34 \$73,513	\$36.82 \$76,577	\$38.29 \$79,640	\$39.76 \$82,703	\$41.23 \$85,766
<b>C43</b>	\$31.58 \$65,689	\$33.16 \$68,973	\$34.74 \$72,258	\$36.32 \$75,542	\$37.90 \$78,826	\$39.48 \$82,111	\$41.06 \$85,395	\$42.63 \$88,680	\$44.21 \$91,964
<b>C44</b>	\$34.25 \$71,233	\$35.96 \$74,795	\$37.67 \$78,356	\$39.38 \$81,918	\$41.10 \$85,480	\$42.81 \$89,041	\$44.52 \$92,603	\$46.23 \$96,164	\$47.95 \$99,726
<b>C45</b>	\$37.44	\$39.31	\$41.19	\$43.06	\$44.93	\$46.80	\$48.68	\$50.55	\$52.42



\$77,881	\$81,775	\$85,669	\$89,563	\$93,457	\$97,351	\$101,245	\$105,139	\$109,033
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## LETTER OF AGREEMENT TELEWORK

This Letter of Agreement shall be effective as of the date of its signing by both parties and shall expire on June 30th, 2025, but may be extended by mutual agreement of the parties.

The City shall continue to abide by its Telework policy #03-01.08, effective September 7, 2021. If the City wishes to modify this policy, then the City must notify the Union in accordance with the Public Employees Collective Bargaining Act (PECBA). In accordance with PECBA, within 14 days after the City's notice, the Union may file a demand to bargain. Failure to file a demand within the fourteen (14) days is a waiver of the Union's right to bargain. The required bargaining obligation ceases ninety (90) days after the City's notice to the Union. During that 90-day period, the parties may jointly request mediation, but neither party can initiate binding arbitration cannot be initiated.

**DATED** this 10th day of August 2022.

For the City:

Chaim Hertz

Chaim Hertz (Sep 21, 2022 07:21 PDT)

Human Resources Director

For the Union:

Melissa Unger

Executive Director