

CITY OF BEAVERTON

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 503, OPEU**

BEAVERTON LOCAL 198

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2021 – JUNE 30, 2024

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by the Service Employees International Union, Local 503, hereinafter referred to as "Union," and the City of Beaverton hereinafter referred to as the "City," for the purpose of collective bargaining. It is the purpose of this document to set forth the full agreement between the above mentioned parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all regular employees, who are not temporary, supervisory or confidential as defined in ORS 243.650, who are members of the bargaining unit by virtue of their membership in the classes shown in Appendix A. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All reference to employees in this Agreement shall be constituted to mean regular employees and not temporary, or part-time (less than twenty hours per week). No position shall be filled on a temporary basis for more than 1040 hours without agreement of the Union.

1.2 This Agreement shall be applied equally to all employees represented by the Union without discrimination as to age, sex, marital status, race, color, creed, mental or physical disability, religion, national origin, familial status, sexual orientation, gender identity or other class identified by law. The Union shall share equally with the City the responsibility for applying the provisions of this paragraph.

1.3 The City shall notify the Union of its decision to change or add any new classifications. Such notification shall occur at least thirty (30) days prior to the date the change is to take effect. (ORS 243.698) If the City and Union cannot agree whether a position is supervisory or confidential or if a new classification should be included in the bargaining unit the matter shall be submitted to the Employment Relations Board. The City acknowledges the duty to bargain the wage for new positions, however, the City is not precluded from hiring the position during bargaining and will bargain in good faith.

1.4 In the event that the Employment Relations Board (ERB) certifies additional employees into the bargaining unit pursuant to ORS 243.682(2)(a), the City and Union agree to expedited bargaining consistent with ORS 243.698, and, the parties expressly agree to a 30 day bargaining period in lieu of the 90 day period.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible Department Heads. The Union further recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management including but not limited to directing the activities of departments; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote, including the determination of procedures and standards thereof; to discipline and to discharge probationary employees for any cause and without limitation and non-probationary employees for just cause; to determine work schedules and assign work and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of the Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement are not subject to the grievance procedure specified in Article 27, Grievance Procedure. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section and not in conflict with ORS 243.650 to 243.782.

ARTICLE 3 – EMPLOYEE RIGHTS AND CONDUCT OF UNION BUSINESS

3.1 It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of any employee organization of their own choosing for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. Except as provided in Article 6, Peaceful Performance of City Services, of this Agreement, no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of the employee's exercise of these rights.

3.2 Reasonable paid time and access to employee work locations shall be granted to an officer of the Union or its officially designated representative, for the purpose of engaging in activities identified in ORS 243.798. The Union officer or representative shall notify their supervisor as much in advance as possible when such reasonable paid time will occur during work hours. Such officer or representative shall not hold Union meetings in any work location without informing the Department Head. Reasonable paid time and access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and/or distributing literature, shall not be conducted during regular City working hours, except as otherwise provided for in Section 3.3 below. Union representatives shall have access to employee work locations to discuss union business in a discreet location during non-work time. Reasonable paid time shall not result in overtime to the employee without the City providing written approval in advance of accruing

overtime per Article 12.1. To avoid overtime, the parties agree that the City may reduce the employee's hours to account for the reasonable paid time under this section.

3.3 Use of the City E-Mail System

(a) The parties recognize that the City e-mail system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Union activity by City employees. The parties recognize that the City may review all City e-mails in the City system at any time.

(b) Subject to Article 3.2, Union officers and/or representatives may use the City's e-mail system to conduct Union business for the limited purposes of:

- (1) Engaging in activities identified in ORS 243.798 and ORS 243.804;
- (2) Notifying Union members of meetings and scheduling meetings (date, time, place and agenda);
- (3) Scheduling meetings among Union officers and/or representatives (date, time, place and agenda); and/or
- (4) Communicating with each other and union members about other Union business as long as such use is "de minimus," does not relatively impact employee productivity, and conforms with the applicable provisions of the Employee Handbook.
- (5) Other de minimus uses of email as mutually agreed upon by the Union and City.

(c) Because the parties recognize that misuse of the City e-mail system is considered a serious violation of policy, the parties agree that any violation of this limited exception for use of the City e-mail system shall be subject to appropriate serious disciplinary action, up to and including termination of employment.

3.4 The bargaining team of the Union, to be comprised of not more than four (4) employees, shall be permitted to attend negotiation meetings with the City representatives in order to secure agreement renewal. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Upon request, the City shall allow up to one hour for the purpose of preparing for such meetings. The City and Union shall mutually endeavor to schedule negotiation meetings during bargaining team members' regular work schedules; however, when not possible, no additional compensation shall be owed to the bargaining team members for attendance at negotiation meetings or preparation

meetings that occur outside of the bargaining team members' regular work schedules. The Union officer or representative shall notify the supervisor as much in advance as possible when such negotiation meetings will occur during work hours.

3.5 The Union shall notify the City of designated officers and stewards.

3.6 A Union steward or officer shall be allowed up to thirty (30) minutes during an SEIU employee's new hire orientation to provide a Union orientation. This shall be considered reasonable paid time as defined in Article 3.2.

ARTICLE 4 – UNION SECURITY

4.1 All employees covered by the terms and conditions of this Agreement shall be eligible to become members of the Union. The City shall notify all newly hired employees of this at the time of employment.

4.2 Unless specified, submissions by the City are to the Union's Salem headquarters and will be via an electronic submission method agreed to by both parties, for example, as a comma separated values (csv) upload using the Union's BRICKftp protocol. Data requested may change over time, so the information specified below is not to be considered an exhaustive list.

4.3 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 paycheck and remitted to the Union ten (10) days after such deductions are made. This monthly itemized electronic statement shall include the following information for every bargaining unit employee, alphabetical by department, regardless of membership status:

- Department
- Employee Identification Number
- Name of Employee
- Job Title
- Hire Date
- Amount of dues and voluntary program payments (such as Citizen Action, SEIU Voluntary Life or SEIU Voluntary Legal) deducted from pay

4.4 On a monthly basis, a second itemized statement shall be provided by the City to the Union specifically representing a "Personnel" report. This statement shall include an alphabetical listing, by work site, all represented workers in the bargaining unit, regardless of membership status. This statement shall contain the following about each employee:

- Employee Identification Number
- Name of Employee
- Date of Birth
- Home Address, including city, state and zip code
- Home Phone

Work Phone
Home Email (if available)
Work Email
Service Date (Seniority Date)
Date of Hire
Job Classification Code
Job Title
Work Site, including street address, city, state and zip code
Salary used for calculating dues
Hourly Wage Rate
FTE

4.5 On a reporting frequency that provides the data within ten (10) days of hire (such as weekly or biweekly), a separate statement will be provided by the City to the Union, specifically as the notification of new hires. This statement shall include an alphabetical listing, by work site, of new employees hired into positions represented by the Union. This statement shall contain the same information required in 4.4 above.

4.6 On a monthly basis, an itemized editable electronic statement (such as an Excel spreadsheet) will be provided directly to the Membership Auditor or designee in the Union's Salem headquarters, representing the Separations that have occurred within the month prior. This statement shall contain the following about each separated employee:

Employee Identification Number
Name of Employee
Leave code or description (such as resigned, retired, leave of absence, LWOP)
Effective date of the leave

4.7 The Employer agrees that new or changed payroll deduction authorizations submitted within the month shall be made effective for the following month.

4.8 The Union may at any time request that the City provide within a reasonable amount of time the electronic statements as defined in 4.3 or 4.4 of this article.

4.9 All applications or cancellations of membership shall be submitted by the employee to the Union's Salem headquarters. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives shall be promptly forwarded to the Union's Salem headquarters. The Union will maintain the written, electronic and recorded oral authorization and membership records and will provide copies to the Employer upon request. For all membership applications submitted by the Union to the City, dues deductions shall be made for the month in which the application is submitted.

4.10 The City agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement. No dues will be collected, via the City's regular deduction process or in arrears, from employees on an approved extended leave of

absence who are in unpaid status.

4.11 The Union shall indemnify and hold the City harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 5 – MID TERM BARGAINING

The parties acknowledge that disputes over the terms set forth in this agreement are subject to the grievance procedure. Matters not covered by this agreement, including past practice, that are considered "employment relations," as defined by PECBA, are subject to bargaining obligations consistent with ORS 243.698. The Union does not waive any mid-term bargaining rights as provided under PECBA regarding matters that are considered employment relations. The City does not waive any rights as provided under PECBA regarding matters that are not considered employment relations. For the purposes of this Section, past practices are those that are long continued, well understood and mutually concurred by the parties.

ARTICLE 6 – PEACEFUL PERFORMANCE OF CITY SERVICES

6.1 The Union and its members and all employees covered by this Agreement, individually and collectively, agree that during the term of this Agreement, they shall not strike, slowdown, or recognize any picket line while in the performance of official duties. For purposes of this Section, "strike" means an employee's refusal in concerted action with others to report for duty, or willful absence from the position, or stoppage of work, or the absence in whole or in part from the full, faithful or proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

6.2 In the event of a violation of this Article by the Union or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

6.3 There will be no lock out of employees in the unit by the City as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 7 – SENIORITY

For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous service as a regular employee with the City from the last date of hire, less any

adjustments due to leaves of absence without pay for more than sixty (60) days. Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot. Promotions do not alter the calculation of the seniority date.

ARTICLE 8 – PROBATIONARY PERIODS

8.1 Newly Hired Employees

(a) Every newly hired employee shall serve a probationary period of 180 calendar days from the date of hire to enable departmental supervisors to observe and evaluate the work of the employee and to encourage adjustment to the job and to the service of the City. During the initial probationary period, employees shall be members of the bargaining unit in the classes shown in Appendix A. However, new employees in their initial probationary period will not be subject to Articles 7, 9, 10, 11, 20, or 31 of this agreement.

New employees in their initial probationary period shall serve at the pleasure of the City and may be dismissed after one documented performance meeting with a management representative (most likely the immediate supervisor), the employee and a Union Steward (if the employee requests it). The parties understand that certain actions are so egregious that they warrant an employee's immediate termination without a performance meeting. Dismissal of a newly hired probationary employee, or the sufficiency of the performance discussion, will not be subject to review under the exclusive procedures of Article 27, Grievance Procedure, of this Agreement.

8.2 Promoted or Transferred Employees

(a) Employees promoted or transferred to a different classification within SEIU will serve a one hundred and twenty (120) calendar-day probationary period in the new position. An employee who has passed their initial probationary period as described in Article 8.1 of this agreement will be subject to all articles of this agreement during their probationary period in the new position.

(b) During the first twenty-one (21) calendar days, the employee may elect to return to the previous position and rate of pay. The twenty-one (21) calendar day return period referenced in the previous sentence shall also apply to bargaining unit members who are promoted out of the bargaining unit but wish to return to their bargaining unit position.

(c) If the City determines that the employee is unable to perform the duties of the new position, the employee shall be returned to the previous SEIU position and rate of pay without recourse to the grievance procedure as to the basis for the decision. An employee whom the City proposes to return to the previous SEIU position shall receive a minimum of thirty (30) calendar days' notice of the problem(s) in order to allow time to make the necessary improvements.

(d) After an employee has completed the probationary period in the new position,

the employee will be considered regularly assigned to the new position. Any employee promoted to a new or different position will receive such promotion subject to the conditions and effect of this provision.

(e) Employees who replace the promoted employee and are displaced by the employee's return to the former SEIU position shall have the right to return to their former SEIU position, if available, and previous rate of pay.

8.3 Probationary periods may be extended by written mutual agreement between the City and the Union. Absences of more than one full pay period will extend a probationary period provided for in this Article by the length of the employee's absence.

ARTICLE 9 – ON-THE-JOB TRAINING/WORK OUT OF CLASSIFICATION

9.1 On-the-Job Training: In an effort to encourage and provide on-the-job training to its employees and to further advancement opportunities, the City agrees to the following principles and practices:

(a) Whenever an employee is temporarily absent from work and the position needs to be filled during that absence, the City will attempt to utilize other qualified employees in the department involved to fill in for the absent employee to the extent deemed by the City to be practical and efficient at the time.

(b) In non-absence situations, the City will provide reasonable on-the-job training opportunities both within and between departments as determined by the City to be consistent with efficiency and practicality.

(c) An employee assigned to perform duties out of classification for receiving training or developmental purposes shall be informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of the assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's personnel file.

(d) At the supervisor's discretion, employees attending non-required training outside regular workday hours may be allowed to flex their schedule with the work week or be paid overtime or compensatory time.

9.2 Working Out of Classification

(a) Employees shall be eligible for working-out-of-classification pay when assigned in writing to perform one or more of the key duties of a position at a higher-level classification after qualifying. Key duties of a higher-level classification must include one or more of the key duties that distinguish the higher-level classification from the lower-level classification.

(b) When assigned to working out of classification, employees shall be paid at the top step of the higher range or have their base salary increased by ten percent (10%), whichever is less, for all hours worked on the out of classification assignment after the qualifying period. The City will assign working out of class in writing, and employees will receive the rate applicable to the higher classification for a minimum of two (2) hours and in subsequent two (2) hour increments. If the employee performs the upgraded work all hours of the day, they will receive the higher rate of pay for all hours worked. PTO leave and holidays shall be paid at the higher rate for working-out-of-class assignments of fifteen (15) consecutive workdays or longer.

(c) An employee may become qualified to receive working-out-of-class pay by being assigned by the supervisor in writing. If necessary, for successful performance of the out of class assignment, up to 120 consecutive or nonconsecutive hours may be used for qualifying purposes prior to the employee receiving out-of-class pay. Upon mutual agreement in writing between the manager and employee (and with the approval of the Human Resources Director or designee) up to 80 hours of the out of class qualification period may be waived.

(d) Once an employee has qualified to receive working-out-of-class pay for a specific higher-level classification, the employee will not be required to work another qualifying period in order to receive working-out-of-class pay for that higher-level classification.

9.3 Underfilling Positions

The City has the right to offer an employment opportunity to new-hires and internal candidates who do not meet the qualifications at the time of initial application. This is known as "underfilling." An employee who is underfilling a position shall be informed in writing the appointment is an underfill, the reasons for the underfill, the position requirements necessary for the employee to qualify for reclassification to the allocated level, and the timeframe for the employee to obtain the position requirements.

Status as an underfilled position shall be reviewed at least once every ninety (90) calendar days, with written progress reports provided to the employee upon request. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified. Employees who fail to meet the qualifications of the initial position within the time specified for the underfilling will either be released from employment for failing to meet the qualifications of the position or reclassified downward at the discretion of the City.

9.4 Developmental Training

The goal of the City and SEIU is to provide an opportunity for developmental training for employees. The intent is to assist an employee in a plan to help meet minimum qualifications

of a selected position in an effort to prepare an employee for future employment opportunities with the City, such as promotions and transfers, or in the case of layoffs, "bumping." Employees are encouraged to initiate discussions with their supervisors regarding their own developmental training. Supervisors will work with the employee to develop a plan to assist the employee in attaining their developmental training needs.

ARTICLE 10 – TUITION REIMBURSEMENT

10.1 Overview

The City will reimburse an employee up to one hundred percent (100%) of the cost of tuition, online learning fees, remote learning fees, lab fees and required books (minus shipping costs) for courses at accredited institutions conducted outside the employee's regular working hours. The maximum calendar year allowance per employee is \$5,250, the ceiling that the Federal government allows for tuition benefit expenditures to be exempted from withholding tax. Fees other than those listed will not be reimbursable.

For one hundred and two hundred (100 and 200) level courses, the maximum reimbursement shall be equivalent to the credit-hour rate for comparable coursework at Portland Community College, based upon PCC's tuition rate schedule. For three hundred (300) level courses and above, the maximum reimbursement shall be equivalent to the credit hour rate for undergraduate coursework at Portland State University. Graduate level courses shall be reimbursed at the same undergraduate rate as three hundred (300) level courses and above. Employees attending an accredited college/university for a certificate (e.g., Program/Project Management, Business Management) which charges for the series of classes, and not the standard credit hours, the city will reimburse the full amount of the certificate. If additional needs are required, the city will reimburse or advance the employee the costs outlined in article 10.1 (e.g., online fees, distance learning, books, etc.) Any amounts paid by the city in the pursuit of a certification will be subject to the maximum calendar year allowance discussed in 10.1. Employees attending an accredited college/university for a certificate that is associated with credit hours, the city will reimburse or advance the employee as outlined in this Article. Employees utilizing educational assistance are encouraged to consider completing school research assignments, capstone projects, etc. in areas that may relate to the work of the city while benefiting the employee. This is not a requirement, and time spent completing such assignments would not be considered part of an employee's work time. Reimbursement will be made to the employee provided that the employee meets the following:

1. The employee has completed one year of service with the City (or if the class/term ends after the employee's one year working anniversary);
2. the course is directly related to the employee's present job or a future potential job with the City in a mutually agreed upon career path identified in their career development plan, as referenced in Article 9.4 (and the parties acknowledge that an employee's career path may be outside their present department, classification or job area at the City.);

3. the employee has submitted an on-line application for tuition reimbursement prior to the first day of the course; and
4. the employee submits evidence showing satisfactory completion of the course.

Employees who receive a grant or scholarship will have their tuition reimbursed by the city for the amount not covered by the grant or scholarship funds.

Within three weeks of completion of the course, the employee must show evidence of a "C" or better or passing (where only pass-fail grade is awarded) or the City will not reimburse the employee for the course. For graduate level courses, the employee must show evidence of a passing grade or better or the City will not reimburse the employee for the course.

10.2 Tuition Advances

An employee may request advance payment due to a financial hardship for tuition, upon proof of registration for the course and approval of tuition via the online tuition form. Any amounts advanced by the City will be determined at the discretion of the City and will be subject to the maximum calendar year allowance stated in 10.1.

(a) Process to seek an advance:

- (i) In order to receive a tuition advance, the employee must make their request to Human Resources at least 4 weeks before payment is due to the educational institution.
- (ii) To be eligible for a tuition advance, the employee must have completed one year of service with the City; the course must be directly related to the employee's present job or a future potential job with the City in a mutually agreed upon career path identified in their career development plan, as referenced in Article 9.4.
- (iii) As a condition of receipt of any funds, an employee will be required to sign a written agreement affirming that they will use the advanced funds solely for payment of tuition and other qualifying expenses identified in 10.1; they will comply with the City's requirements for a tuition advance; and if they fail to meet the requirements, they will be required to reimburse the City of all costs advanced to the employee for the course (as outlined in 10.3), including garnishment of an employee's final paycheck to recoup any outstanding tuition advance which must be paid back to the City.
- (iv) Upon approval by Human Resources, the city shall issue a check made payable to the employee to pay for tuition and fees and other expenses identified in 10.1.

(b) Course Completion Requirements:

- (i) Upon completion of the course, the employee must show evidence of a "C" or better or passing (where only pass-fail grade is awarded) and for graduate level courses, the employee must show evidence of a passing grade or better.
- (ii) Within three weeks of completion of the course, the employee will be required to submit to Human Resources the following: 1) itemization of costs for the course; 2) the employee's grade; 3) the number of credits per course; and 4) receipt(s) for tuition, fees, materials (example: books) costs which total or exceed the amounts advanced.
- (iii) If the employee withdraws from the course, fails to maintain a sufficient passing grade or fails to timely provide the required documentation, the employee shall reimburse the City of all costs advanced to the employee for the course (in the manner outlined in 10.3). An employee's failure to notify of withdrawal within one week or meet the requirements outlined in (ii) in this section or meet the requirements of reimbursement (10.3), within the time specified will also result in the employee no longer being eligible for a future tuition advance by the City.

10.3 Reimbursement Requirements

(a) An employee who resigns within six (6) months of submitting all of the required paperwork for educational reimbursement will be required to repay the City for any amount paid in reimbursement to the employee in the six months prior to their resignation. As a condition of receiving educational reimbursement, the employee must authorize, in writing, the payroll deduction to effect the repayment. Circumstances such as change of location due to a partner's employment, a death in the family or similar compassionate reasons will relieve the obligation for the individual to repay.

Part-time employees shall receive a reimbursement equal to the proportion of the part-time work to full-time work. An employee's career path may be one outside his/her present department, classification or job area.

(b) Reimbursement for Tuition Advances

- (i) If an employee who receives a tuition advance fails to satisfactorily complete the course (or other requirements listed in 10.2), they are obligated to repay all amounts advanced by the city.
- (ii) If the tuition advance to be repaid is more than twenty percent (20%) of the employee's gross regular earnings (i.e., irrespective of overtime) in a pay period, the parties agree that the tuition advance shall be recovered by the city in bi-weekly installments in amounts not exceeding twenty percent (20%) of the employee's gross regular earnings. If the tuition advance is less than twenty percent (20%) of the employee's regular monthly base salary, the tuition advance

shall be recovered in a lump sum deduction from the employee's paycheck. For example, if an employee's gross regular earnings each pay period equals \$1,000, the city may garnish up to \$200, per paycheck until the amount is repaid.

(iii) If an employee ends employment before the employee completes the course or the city has not fully recovered the tuition advance as they are entitled to do, the remaining amount owed will be deducted from the employee's final pay check, including any PTO and comp time cash out, up to the employee netting at least the statutory minimum in ORS 18.385 (Wage Exemption) (after deducting for taxes and other legally required garnishments, such as support obligations). The employee will also be expected to make arrangements with the city to reimburse any remaining balance.

(iv) In lieu of the repayment schedule outlined above, the employee and Human Resources may agree to another repayment schedule so long as it does not extend the repayment period.

10.4 Educational courses which are only offered during regular working hours may be approved by the Department Head, provided time off can be conveniently arranged and arrangements can be made to make up time off in the same week. The City shall incur no overtime obligation as a result of the make-up time.

10.5 Should the City require an employee to attend any class, the City will pay for one hundred percent (100%) of the cost of tuition, fees and books for the class.

ARTICLE 11 - HOURS OF WORK

11.1 The City shall establish work schedules according to its operational requirements. The City has sole responsibility for determining if its operational needs are met. A regular work schedule is a work schedule with the same daily starting and stopping times and the same number of hours per day up to an eight (8) hour, five (5) day schedule. The City may, after a thirty (30) day notice, reduce operating hours in any City department to four (4) days per week wherein a regular work schedule would have the same daily starting and stopping times and the same number of hours per day up to a ten (10) hour, four (4) day schedule. For the purposes of this Section, the following definitions of variable work schedules shall apply:

(a) A 4-10 work schedule is a work schedule with the same starting and stopping times for employees on four (4) ten (10) hour days.

(b) A 9-hour work schedule is a work schedule of nine (9) hours for four (4) consecutive days followed by a 4-hour day. The second work week begins following the previous 4-hour work shift and then proceeds with four additional 9-hour workdays. The intent is to provide an employee working this schedule with a day off every other week.

(c) 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, but does not exceed forty (40) hours in a work week and is agreed upon in advance by the employee and the supervisor or Department Head.

(d) A flexible work schedule is one in which an employee works a schedule that does not vary from day to day but with different starting, stopping or mealtimes than other employees.

(e) "Job sharing position" means a full-time position which is held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time. Job sharing is a voluntary program. In a job shared position only, wages and benefits shall be pro-rated such that the cost to the City does not exceed that of a single, full-time employee. In a job share arrangement which results in less than a twenty (20) hours per week schedule, employees are not eligible for medical, dental, life, long term disability, or accidental death and dismemberment insurance. Employees shall not forfeit representation rights granted by this Agreement if a job share arrangement results in a work schedule of fewer than twenty (20) hours per week.

(f) The workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules. The workweek is defined as the fixed and regularly recurring period of 168 hours during seven (7) consecutive twenty-four (24) hour periods. Except as otherwise provided for in sections (b)-(d), the work week is from Sunday to Saturday day.

11.2 Application Procedure

(a) An employee may apply in writing for authorization to work a variable schedule. The employee's application must show the following criteria can still be met before his/her application can be approved:

- (1) That his/her requested schedule will not interfere with his/her ability and availability to perform the job, or that of other employees;
- (2) That the operational needs of the City are met;
- (3) That the needs of the public are adequately served;
- (4) That the same number of hours per week are maintained.

(b) If these criteria are met, the City shall grant the requested schedule or a mutually agreeable alternative. Requests for variable work schedules shall be considered in order of application. If more than one employee makes application for a variable work schedule on the same day and both requests cannot be accommodated, preference shall be

given to the employee with the most seniority.

(c) Nothing in Article 11 requires the City to establish a variable work schedule if the schedule will not meet operational needs as determined by the City or provide adequate service to the public as determined by the City.

(d) If a variable work schedule is requested and not approved, the supervisor or Department Head will provide the employee with the justification, including any documentation, for its being denied. Such justification will be provided in writing at the written request of the employee.

11.3 No provision in this Agreement shall be construed as establishing or inferring a guarantee of any hours of work or compensation per day or week.

11.4 When the City determines that an existing variable work schedule no longer meets the criteria defined in Section 11.2(a) above, the City shall provide justification to support a change in work hours and provide the employee fourteen (14) days' notice and the parties shall endeavor to develop a mutually agreeable alternative variable work schedule. If no other schedule is agreed upon, the supervisor or Department Head may move the employee to any schedule listed in Section 11.1.

11.5 No Section of this Agreement shall be construed as requiring pay for time not worked unless specifically granted by this Agreement.

11.6 If an employee is hired into a job with a regular or variable schedule, the City agrees not to arbitrarily change the employee's schedule. Except in the event of an emergency, the City shall provide at least fourteen (14) days' notice of an involuntary schedule change. "Emergency" is defined as a situation beyond the reasonable control of the City which cannot be anticipated. The parties recognize that schedules may occasionally be changed to accommodate operating needs which might also avoid overtime costs.

11.7 Failure to comply with the notice requirements set forth in Section 11.6 shall make the affected employee eligible for pay at the rate of one-and-one-half (1½) times the employee's regular rate of pay for the hours worked before or after the regular starting and stopping times in the former work schedule not to exceed (10) hours pay at one and one half (1½) times.

11.8 The City will provide meal and break periods in compliance with Oregon Wage and Hour law. Employees assigned to work a six-hour daily work schedule may make a written request to their supervisor to forego their meal period on an ongoing basis. This exception to meal periods is mutually agreed for establishing a long-term schedule and is not intended to be used on a daily basis.

The parties further agree that, under certain circumstances, an employee may deviate from the meal and break period rules referenced above. As an example, an employee might request approval to combine a break with a meal period or to combine two breaks into one (1) half hour break. As another example, an employee may request approval to work through

lunch to accommodate a customer and shorten the workday by the amount of time that would have been allowed for the normal meal period.

Such deviations may be made on an exception basis and require mutual agreement of both the employee and the employee's manager. Under no circumstances will an employee be deprived of the sum total of two (2) fifteen-minute breaks and at least one (1) half hour, off-the-clock meal break.

ARTICLE 12 – OVERTIME

12.1 All employees not considered exempt by the Fair Labor Standards Act (FLSA) shall be compensated at the rate of time and one-half for all work performed in excess of forty (40) hours in any workweek. Except in the event of an emergency, all overtime must have the prior approval of a supervisor. Employee schedule changes for the purpose of reducing overtime will not be made without two weeks' notice. For the purpose of overtime, time worked shall be interpreted in accordance with the Fair Labor Standards Act except that PTO, medical leave, bereavement, holidays and compensatory time used for an absence shall be considered time worked.

12.2 Employees will be compensated at the rate of double time and one-half for all hours worked after sixteen (16).

12.3 All overtime pay shall be computed to the nearest quarter hour.

12.4 Except in instances considered by a Department Head or supervisor to be an emergency or when the overtime work involved is on an extended shift basis, scheduled overtime will be distributed as equitably as practical among employees within the job classifications in the department involved, so long as the employees are, in the judgment of the Department Head and/or supervisor, qualified to perform the work.

12.5 Callbacks: Any employee who has completed the workday and upon completion of said day is called back to work earlier than two (2) hours before the start of the next normal shift will receive a minimum of two (2) hours pay at time and one-half the regular rate of pay. In the event such call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of the regular shift, at which time the employee will begin receiving compensation at the regular straight time rate. Employees called back to work before or after their work shift, or on their day off, shall receive portal-to-portal pay, up to a maximum of forty (40) minutes.

12.6 Overtime Compensation

(a) Compensation for overtime shall be made in the first payroll check following the pay period during which it is worked and a record of overtime accrued shall be maintained and be available to employees for inspection upon request.

(b) Overtime compensation may be in the form of compensation or equivalent compensatory time off. For the first sixty (60) hours earned each fiscal year, the employee shall get to choose whether overtime compensation will be in the form of compensation or equivalent compensatory time off, unless the accrued compensatory time off would exceed the maximum one hundred (100) hours allowed for compensatory time accrual. For any overtime hours earned over the first sixty (60) hours in a fiscal year, the City shall determine whether overtime compensation will be in the form of compensation or equivalent compensatory time off. The City will inform the employee before the employee works overtime over 60 hours of how the employee will be compensated.

(c) Compensatory time off may be taken by mutual consent or as scheduled by the supervisor consistent with the needs of the department. Accrual of compensatory time shall not exceed one hundred (100) hours at any time. Compensatory time accrued for After-Hours Response is included in these accrual limitations. Additional overtime hours in excess of the one hundred (100) hour limit shall be paid in the first payroll check following the pay period during which it is earned.

(d) Employees will receive payment for accumulated compensatory time that does not exceed the one hundred (100) hour maximum in the payroll period following a written request to their supervisor for such payments subject to budgetary limitations.

12.7 After-Hours Response (formerly Pager Time)

(a) After-Hours Response time is defined as an assigned period of time that an employee is required to be readily available to report to work when off duty within a reasonable period of time as determined by the employee's supervisor or Department Head. After-Hours Response time is by written assignment and may require carrying an electronic communication device, such as a cell phone. After-Hours Response assignment is not considered compensable hours worked except as provided for in this section. Generally, After-Hours Response assignments will not exceed seven (7) continuous days. One employee from each crew will be required to carry an electronic communication device for a period not to exceed one calendar week at a time.

(b) compensation for seven (7) continuous days of an After-Hours Response assignment will be paid fourteen (14) regular hours or compensatory time as established in Article 12.6 or prorated based on 128 hours per week ($168-40 = 128$ hours).

(c) If a holiday occurs on Monday through Friday and After-Hours Response duty is not assigned on a weekly basis, the compensation shall be 3.75 hours for the three-day assignment. If After-Hours Response duty is assigned on a weekly basis, the maximum accrual for the week shall be fourteen (14) hours paid time.

(d) Employees may trade After-Hours Response duty with the approval of the supervisor, but the maximum compensation shall remain fourteen (14) hours per week to be shared by the employees who trade or share the assignment.

(e) Employees who volunteer will be used for After-Hours Response duty to the extent

possible. The City reserves the sole right to determine eligibility for and assignment of After-Hours Response duty.

(f) A de minimus contact, such as an isolated phone call by management to an employee, lasting around 5 minutes or less, is not compensable.

12.8 Management may elect to use alternate methods of accomplishing After-Hours Response duty such as contracting out, alternate work schedules, or using non-union employees. Management will meet with the Union prior to taking action in this regard.

12.9 All employees shall be entitled to payment for unused compensatory time upon separation from City service. In the event of a death, the employee's heirs will be entitled to payment for unused compensatory time.

12.10 Overtime Meals: If an employee is called to work four (4) or more hours outside of the regular work shift, he/she shall be reimbursed for the cost of breakfast, lunch or dinner up to a maximum of the City's in-state per diem rate. The City's in-state per diem rate will match the annual per diem rates as established by the General Services Administration. The City shall reimburse the employee for each meal purchased after each four (4) hours of additional work. However, no more than three (3) meals will be given in any twenty-four (24) hour period. No employee shall be reimbursed for the cost of any meal(s) as provided in this section without a receipt for such meals. Any reimbursement will exclude the cost of alcoholic beverages. To be reimbursed, the meal must be for the employee and must be eaten during a meal break or immediately following the additional hours of work.

ARTICLE 13 – HOLIDAYS

13.1 The City of Beaverton shall observe the following paid holidays:

New Year's Day (January)	Labor Day (September)
Martin Luther King, Jr. Day (January)	Veterans Day (November)
Presidents Day (February)	Thanksgiving Day (November)
Memorial Day (May)	Day after Thanksgiving (November)
Juneteenth (June)	Christmas Day (December)
Independence Day (July)	

13.2 To be eligible for holiday pay, the employee must be in paid status the scheduled workday before and after the holiday unless the employee was not in paid status due to inclement weather. If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. The Library will observe the holiday on the actual day.

Full-time employees will receive eight (8) hours pay for the holiday regardless of their work schedule. Holiday benefits for part-time employees shall be pro-rated based upon the budgeted

FTE of the position, e.g., a half-time employee will receive four (4) hours.

13.3 Full-time employees whose day off is the same day as the holiday may take an alternate day off within the same work week, have eight hours added to their compensatory time bank (if non-exempt) or be paid in holiday pay. Payment for a holiday will not result in overtime compensation.

13.4 At their option, full-time employees working a variable schedule or part-time employees may use accrued PTO leave, compensatory time or modify their work schedule if there is work available to assure that the employee is paid his/her normal salary during a pay period in which a holiday occurs.

13.5 An employee who is required to work on any of the holidays listed above shall, in addition to any holiday pay for which the employee may be eligible, be compensated at the following rates for all hours worked on a holiday and prior to being released from work:

(a) Up to sixteen (16) hours (minimum guarantee of two hours work) – Double time.

(b) After sixteen (16) hours – Triple time.

When holiday work also constitutes overtime, the holiday rate shall be paid and shall not be added to or compounded upon the overtime rate.

ARTICLE 14 – PAID TIME OFF (PTO) LEAVE

14.1 Paid time off (PTO) leave is provided by the City in order to maintain the employee's salary while on approved time off from work, subject to the employee's available balance. All regular employees and all probationary employees (after thirty days of employment) are allowed to use accrued PTO leave. Employees shall accrue PTO leave based upon paid regular hours. PTO leave shall accrue at the following rates for full time employees based upon years of service, as determined by the adjusted date of hire. Relevant accrual rate changes will be effective in the pay period in which the employee's length of service date falls subject to adjustments made per this section.

Length of Service	Hours Accrued Per 80 Hour Pay Period
Up to and including the 6 th month	2.46
Month 7 through Month 60 (7 months through 5 years)	6.1538
Month 61 through Month 120 (5 years and 1 month through 10 years)	7.6923
Month 121 through Month 180 (10 years and 1 month through 15 years)	8.6154
Month 181 through Month 240 (15 years and 1 month through 20 years)	9.5385
Months 241 through Month 300 (20 years and 1 month through 25 years)	10.4615
As of Month 301 (over 25 years)	11.3846

Accumulated PTO leave shall be payable at the employee's regular straight time rate in an amount equal to the time the employee would have worked in either a regular or variable schedule, whichever is applicable.

14.2 In addition to the accruals above, full-time employees will be credited with forty-eight (48) hours of PTO leave when they have completed their initial probationary period.

14.3 PTO leave benefits for regular part-time employees (twenty hours per week or more) shall be accrued on a pro-rata basis based upon paid hours.

14.4 Use of Leave for Scheduled Absences

(a) Subject to staffing requirements of the City, use of PTO leave shall be scheduled in advance at the request of the employee.

(b) Preference in scheduling PTO leave shall be by seniority. An employee has the right to exercise their seniority selection once each calendar year up to sixty (60) calendar days in advance of the dates they wish to schedule their vacation.

(c) For other scheduled absences, such as OFLA/FMLA qualifying absences, domestic violence leave laws, or other legally protected use of PTO, notice must be given as soon as possible, up to 30 days in advance.

14.5 Use of Leave for Unscheduled Absences

(a) Employees may use PTO for any qualifying absences under OFLA/FMLA or domestic violence leave laws, and as otherwise required by law.

(b) In the event of an unscheduled absence from work, the employee shall notify the Department Head or supervisor as soon as possible of the absence and the expected length thereof. Unless otherwise provided by law, notice should be given no later than 30 minutes before the scheduled work shift.

(c) A physician's statement of the need for the employee's absence may be required if the employee has been absent more than three (3) consecutively scheduled workdays due to the employee's illness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

14.6 Payment for Accrued PTO Leave

(a) An employee may elect to be paid for accumulated PTO leave according to the following criteria and conditions:

(1) A full-time employee must have at least 120 hours of accrued PTO leave prior to cashing out. The 120 hours shall be pro-rated based on part-time status (for example, a

.5 FTE must have 60 hours of accrued PTO leave).

(2) The maximum that can be converted to compensation is one-third of the accumulated balance but in no event more than one hundred twenty (120) hours (prorated for part-time employees) in any fiscal year.

(3) The following examples are offered for illustration (examples relate to a full-time employee):

	Ex A	Ex B	Ex C	Ex D
Accrued Hours (min. 120)	96	168	240	480
Allowable Cash In (1/3)	0	40	80	120

(4) Employees are not limited in the number of times within a fiscal year in which they can cash out accrued PTO, however, PTO cash out must be done in 40-hour blocks of time.

14.7 Maximum PTO Leave Accrual: Employees shall be allowed to accumulate accrued PTO leave up to a maximum of two times (2.0) the annual accrual rate; e.g. an employee earning 200 hours per year may accumulate up to 400 hours of PTO leave. Employees shall be expected to schedule vacations (or PTO cash out, per 14.6) as necessary to maintain a balance within the above limitations.

14.8 Payment at Separation: All regular employees shall be entitled to payment for unused PTO leave upon separation from City service. In the event of a death, the employee's heirs will be entitled to payment for unused PTO leave.

ARTICLE 15 – INSURANCE

15.1 Life and AD&D Insurance: The City shall provide each employee with a paid \$50,000 group term life insurance policy plus \$81,000 of accidental death and dismemberment coverage and will pay one hundred percent (100%) of the premium.

15.2 Disability Insurance: The City shall provide each eligible employee with a paid disability insurance policy. The policy shall provide a maximum of 66 2/3% of the first \$4,500 of the employee's monthly base salary after ninety (90) days of disability and will pay one hundred percent (100%) of the premium.

15.3 Health Insurance: The City will provide each eligible employee the following insurance programs and will contribute towards the cost of health insurance premiums for the duration of this agreement as follows. The City does not recognize domestic partners unless they are registered subject to applicable law (ORS 106.300, et. seq.) or they have submitted an affidavit of domestic partnership prior to June 30, 2018.

(a) Health and Vision Plans:

(1) Kaiser HMO Plan: Effective the month following execution of this agreement, the City will provide a Kaiser (HMO) group health insurance plan. This plan includes an alternative care benefit of \$1,500 maximum, including naturopathic, acupuncture, and chiropractic care and hearing aid benefit of \$1,500 for each ear every three (3) years. Plan summary is available on the City intranet. The HMO vision allowance for hardware will be \$300 per calendar year.

(2) Moda P500 Plan: Effective the month following execution of this agreement, the City will provide Plan P500 group health insurance. The P500 plan has coinsurance (In/Out) of 85% / 60%, a \$500 single/\$1,500 family deductible and a \$1,500 single/\$3,000 family out of pocket maximum. The plan includes an alternative care benefit of 20 visits per year for acupuncture and chiropractic care; hearing aid benefit of \$4,000 every three years; and a \$300 vision allowance per calendar year.

(3) Effective July 1, 2003, the City shall pro-rate its premium contributions based on budgeted FTE for an employee hired into a part-time position when an employee voluntarily reduces budgeted hours.

(b) Employer and Employee Premium Cost Share Contributions:

(1) Kaiser HMO Plan: For full-time employees, for the term of this Agreement, the City will continue to pay one hundred percent (100%) of the premium for the Kaiser HMO Plan tier selected by the employee.

(2) Moda P500 Plan: For full-time employees, for the term of this Agreement, the City's maximum aggregate monthly contribution for medical insurance (health and vision) will be as follows:

Time Period	Premium Share
July 1, 2021 - June 30, 2022	98% of the monthly premium for the P500 Plan tiers elected by the employee
July 1, 2022 - June 30, 2023	95% of the monthly premium for the P500 Plan tiers elected by the employee
July 1, 2023 - June 30, 2024	95% of the monthly premium for the P500 Plan tiers elected by the employee

(3) Unless changed by law during the course of this Agreement, employees working .75 FTE or greater shall receive the equivalent of full-time FTE medical insurance contributions and will pay monthly contributions as provided above for the P500 Plan.

(4) Part-Time Employees less than .75 FTE: For the term of this agreement, the City will pro-rate its premium contribution based on budgeted FTE for part-time employees, who are 0.5 FTE to 0.75 FTE. This applies to current employees, employees newly hired, and employees who voluntarily reduce their budgeted hours (who do not have grandfathered status). Part-time employees who select the Kaiser employee-only plan coverage will pay a pro-rated portion of \$400.00 per month, which is a reduced Kaiser employee-only premium. For example, a 20 hour/week (0.5 FTE) employee with Kaiser employee- only coverage will pay \$200.00 per month.

(c) Employees will be responsible for the equivalent of any excise tax incurred by the City on behalf of the employee as imposed by the carrier because of the Affordable Care Act or amendments. Amounts exceeding threshold calculations as provided by the ACA will be collected through payroll deduction.

15.4 Dental Coverage: For the term of this Agreement, the City will provide each member and their dependents with a dental plan. The dental plan for the term of this Agreement will provide a two thousand five-hundred-dollar (\$2,500) calendar year maximum per eligible individual enrolled and a fifteen hundred dollar (\$1,500) per eligible individual orthodontic lifetime maximum. Monthly dental plan premiums are fully paid by the City, regardless of the tier chosen by the employee.

15.5 Wellness Committee: The parties agree that the Wellness Committee will promote programs which educate, support and empower employees to improve and maintain overall health and well-being through healthy lifestyle choices, and SEIU will support and encourage represented employees and their families to participate in voluntary Wellness programs.

15.6 Personal Liability Insurance. The City shall insure against the personal liability of employees for damages, excluding punitive damages, resulting from negligent acts or omissions when acting within the scope of their official employ or duties and will pay one hundred percent (100%) of the premium.

15.7 The City reserves the right to provide the insurances plans outlined above through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. The City will notify the Union of any changes to insurance coverage or change in carriers at least ninety (90) days prior to any proposed change. The Union may request to bargain consistent with ORS 243.698.

15.8 The City and Union agree that all insurance benefits are subject to the terms and conditions of contracts and/or agreement between the City and the insurer(s). Unilateral changes in insurance benefits by the carrier that are beyond the control of the City are not subject to grievance or bargaining. The parties also agree that changes in insurance benefits due to the Affordable Care Act or its amendments are required by law and not subject to bargaining.

15.9 The City reserves the right to add an optional health plan at any time during the term of this Agreement.

15.10 HRA/VEBA: In year one of the agreement (2018-19), the City will continue to contribute two percent (2%) of base pay per pay period (exclusive of overtime, stand-by, out-of-class, premium, special allowance, etc.) to the HRA VEBA Medical Reimbursement Plan account on behalf of each employee. Effective July 1, 2019, the City's contribution to employees' HRA VEBA Medical Reimbursement Plan accounts will increase by one percent (1%).

15.11 Health Insurance Audit and Review Committee (HIARC)

(a) The City and the Union may jointly participate in an advisory Health Insurance Audit and Review Committee (HIARC). The goal of the HIARC is to audit, evaluate, assess and find health insurance plans and designs that will provide and/or modify benefits to control the cost of health insurance premiums. The HIARC will meet quarterly. BPA representatives may participate as well.

(b) For the City, the HIARC will be comprised of the Mayor's designee, the Human Resources Director, the Finance Director or designee, and management representatives. The Union will designate up to three (3) members to actively participate on the committee.

The HIARC will meet during regular business hours and employees participating in the HIARC will be compensated at the regular rate of pay while participating in HIARC activities that are approved in advance by the Human Resources Director. Employees participating in HIARC meetings will not be subject to the call back provisions of this Agreement. Any direct costs and expenses incurred by the HIARC and associated with HIARC activities (i.e., copying, printing, food, travel, etc.) will be paid for by the City upon approval, in advance, by the Human Resources Director.

(c) The HIARC shall meet as is necessary to engage in relevant competitive bidding processes with the City's agent of record. The results of this bidding process shall be distributed to the bargaining unit.

(d) If the committee reaches consensus on a suggested benefit

change or other insurance change, the committee will present the new concept to the City and respective bargaining unit representatives. The parties may, thereafter, reach written agreement on the change, however, this committee does not create an obligation to bargain mid-term.

15.12 Monthly Opt Out Allowance

(a) A full-time employee (current or new hire) enrolled in an alternate health insurance plan not provided by the City and who chooses to opt out of a City health insurance plan shall receive a monthly opt out allowance of one hundred and fifty dollars (\$150.00), regardless of the coverage tier.

Part-time employees (current or new hire) who would be eligible for City health insurance coverage and who enrolled in an alternate health insurance plan not provided by the City and who choose to opt out of a City health insurance plan shall receive a pro-rated allowance based on their FTE. Under the provisions of the Affordable Care Act, employees whose FTE is .75 or greater shall receive an opt-out amount equivalent to employees whose FTE is 1.0.

(b) The employee must demonstrate annually their proof of insurance coverage if they opt out of a City plan. Loss of the other health insurance shall be considered a qualifying event that will trigger open enrollment for the employee.

15.13 Upon expiration of the Agreement, any premium increases to the dental and medical plans shall be shared equally between the parties.

ARTICLE 16 – RETIREMENT

16.1 During the term of this Agreement, the City and the Union will continue to participate in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or their equivalents.

16.2 On behalf of the employee, the City will pay six percent of the employee's base salary as the employee contribution that a member of the individual account program of the Oregon Public Service Retirement Plan must make under ORS chapter 238A. In the event of a change prohibiting the City from paying the employee contribution, the parties will engage in impact bargaining for this Section, 16.2, consistent with ORS 243.698.

16.3 The City's election shall include the prior service credit option.

16.4 Upon retirement, eligible employees shall have one-half the value of their accrued Medical Leave applied to their PERS retirement pursuant to ORS 238.350.

16.5 Deferred Compensation: Subject to applicable state and federal regulations, the City agrees to provide a deferred compensation plan. Effective January 1, 2019, each new employee will be automatically enrolled in the plan with one percent (1%) of their pre-tax base salary being deferred and contributed to the plan, unless the employee chooses to opt out.

ARTICLE 17 – MEDICAL LEAVE

17.1 Employees budgeted at .75 FTE to 1.0 FTE will receive one annual front-loaded amount of 52 hours of Medical Leave on January 1, 2019, January 1, 2020, and January 1, 2021. This amount is equivalent to 2.00 hours per pay period or 6.5 days per year. Employees budgeted at .40 FTE to .74 FTE will receive one annual front-loaded amount of 40 hours of Medical Leave on January 1, 2019, January 1, 2020, and January 1, 2021. The City provides Medical Leave in order to maintain the employee's salary when unable to work due to illness or injury and as otherwise provided under the Oregon Sick Time law, subject to the employee's available balance. Medical Leave accumulation shall be unlimited.

Employees hired during the calendar year, whose positions are budgeted at .40 FTE to .74 FTE, will receive a front-loaded amount of 40 hours of Medical Leave, which they may use after 30 days of employment. Employees hired during the calendar year, whose positions are budgeted at .75 FTE to 1.0 FTE, will receive a front-loaded amount of 52 hours of Medical Leave, which they may use after 30 days of employment. These employees will receive front-loaded Medical Leave hours on the following January 1st, as provided in Section 17.1(a) above.

17.2 Employees may use Medical Leave for the following purposes:

- (1) Qualifying absences under the Oregon Sick Time law (up to 40 hours per year);
- (2) Qualifying absences under OFLA/FMLA, domestic violence leave laws, or as otherwise provided by law.
- (3) Other illness or injury of the employee or the employee's "family member" if the employee's presence is needed for care. "Family member" shall have the same meaning as under OFLA, and also includes the employee's siblings and ~~opposite-gender~~ domestic partner; or
- (4) Bereavement leave in excess of the paid bereavement leave provided by the City under Article 18.

An employee's use of Medical Leave to care for a spouse or domestic partner is subject to the submission of a completed "Declaration of Marriage or Domestic Partnership for Purpose of City Benefits" form to Human Resources.

In the event of an unscheduled absence from work because of sickness or injury of the employee or the employee's family member, the employee shall notify the Department Head or supervisor as soon as possible of the absence and the expected length thereof. Unless

otherwise provided by law, notice should be given no later than 30 minutes before the scheduled work shift.

17.3 A physician's statement of the need for the employee's absence may be required if the employee has been absent more than three consecutively scheduled workdays due to the employee's illness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

17.4 Employees are encouraged to make routine medical appointments outside of regular work hours whenever possible. With supervisor approval, employees may be permitted, at the employee's request, to make up some or all of the time required for routine medical appointments provided there is a business need. The absence must be made up within the work week during which the appointment occurred. An employee's request to make up time shall not be unreasonably denied.

17.5 Use with Workers' Compensation Benefits

(a) In the case of on-the-job injuries covered by Workers' Compensation, the City shall compensate the employee by making time-loss payments, and/or through salary continuation, as permitted under ORS Chapter 656. If time-loss is paid, the employee may first use Medical Leave, then compensatory time, then PTO to make up the difference between the amount received for Workers' Compensation time-loss and the employee's regular net salary.

(b) Any salary continuation paid after the employee is found to be medically stationary shall be recoverable in the same fashion as overpaid temporary disability is recovered pursuant to ORS 656.268(13). The City shall have the same rights of recovery against third persons as outlined in ORS 656.576 – ORS 656.596.

17.6 Employees may be required to undergo an examination by a health care professional upon return to work from illness or injury in order to determine the employee's ability to perform the duties of the job. If the City has reasonable suspicion that an employee may be unable to perform the duties of the position or to perform those duties safely, the employee may be required by Human Resources to undergo a fitness for duty examination by a health care professional. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

17.7 Parental Leave: The City shall provide paid parental leave to eligible employees following the birth (including post-pregnancy disability relating to childbirth), adoption or foster care placement of a child with an employee to give parents time to bond with their new child, adjust to their new family situation, balance personal and professional obligations and provide base salary continuation. This rule shall apply to eligible employees on approved continuous or intermittent leaves of absence for the birth (including post-pregnancy disability relating to childbirth), adoption or foster care placement of a child in effect on or after the adoption of this rule. In the manner as set forth below, the parties agree that between now and when the Paid Family and Medical Leave Insurance (PFMLI) benefit becomes payable, the City shall offer up to a maximum of 160 hours (four (4) weeks) of paid parental leave to eligible employees with a

qualifying event.

(a) Definitions

(1) Event: For the purposes of paid parental leave, the birth (including post pregnancy disability relating to childbirth), adoption or foster care placement of one or more children being born, adopted, or placed contemporaneously (i.e. at the same time).

(2) Parent: For purposes of paid parental leave, the City considers the following relationships to be parental; Biological parents, Adoptive parents, Foster parents

(3) Spouse: For the purposes of paid parental leave, a legally married person or domestic partner, registered subject to applicable law or submission of a completed Declaration of Marriage or Domestic Partnership for Purpose of City Benefits form to Human Resources.

(b) Purpose: Until the PFMLI benefits become payable, employees will be eligible for up to a maximum of one hundred sixty (160) hours (four (4) weeks) of paid parental leave per event in accordance with the following provisions:

(1) The employee is regular, probationary or limited duration; and

(2) The employee has been employed at the City for at least one hundred eighty (180) calendar days immediately prior to leave, and their leave is for one of the following reasons:

(a) Birth of a child/children; or

(b) Placement of a child/children with the employee for adoption or foster care; or

(c) Post-pregnancy disability relating to childbirth, if the leave is applied for and approved; or

(d) An employee who needs to care for a spouse/domestic partner who has a post-pregnancy disability relating to childbirth, if the leave is applied for and approved; and

(e) The birth, adoption, or foster care placement of multiple children that is part of the same event, does not increase the length of paid parental leave granted. The total amount of paid parental leave granted for multiple children that is part of the same event will be up to a maximum of one hundred sixty (160) hours (four (4) weeks).

(c) Eligibility

- (1) The employee is regular, probationary or limited duration; and
- (2) The employee has been continuously employed at the City for at least one hundred eighty (180) calendar days
- (3) For newly qualifying events occurring after June 30, 2021, if both parents work for the City and each meets eligibility requirements, each parent will be eligible for one hundred sixty (160) hours (four (4) weeks) of paid parental leave; and
- (4) An employee may receive paid parental leave for up to two (2) events per calendar year. Unused paid parental leave in the first event cannot be carried over to a second event.

(d) Calculation of Leave

- (1) Eligible employees working forty (40) hours per week will receive up to a maximum of one hundred sixty (160) hours (four (4) weeks) of paid parental leave per event.
- (2) Eligible employees working less than forty (40) hours per week will receive a pro-rated amount of leave per event, based on their budgeted FTE. The employee's budgeted FTE shall be multiplied by 160 to determine the pro-rated amount of leave the employee shall receive.
- (3) Paid parental leave must be used within twelve (12) months following the birth, adoption or foster care placement of a child.

(e) Use of Paid Parental Leave

- (1) If an employee qualifies for FMLA, OFLA and/or contractual leave for the birth (including post-pregnancy disability relating to childbirth), adoption, or foster care placement of child, paid parental leave under this rule will run concurrently with said leave and must be used during the approved FMLA and/or OFLA parental leave. This leave shall run concurrently with any future rights created under state or federal law.
- (2) Employees may use paid parental leave before other accrued leave (e.g., medical leave, PTO, compensatory time, etc.).
- (3) Paid parental leave must be used before an employee enters into unpaid status.
- (4) Paid parental leave must be used as described above and cannot be cashed out.
- (5) Parental leave will be paid at the employee's regular pay rate, but shall not

include overtime.

(6) If the employee takes intermittent or reduced schedule paid parental leave, the actual number of hours of leave taken will be counted toward the total hours of leave allowed under this rule, FMLA, OFLA, the collective bargaining agreement and any future rights created under state or federal law. Intermittent or reduced schedule paid parental leave may be taken in increments of one-quarter of an hour, and the employee must try to schedule the time to not unduly disrupt the City's operations.

(7) For FLSA exempt employees on intermittent or reduced schedule paid parental leave, the less-than-full-day increments of leave will count towards the total hours of leave allowed under this rule.

(f) Effect of Paid Family and Medical Leave Insurance (PFMLI) (ORS Chapter 659A): The parties further agree that within thirty days of final adoption of the PFMLI administrative rules that either party may reopen this Article, per Article 5 of this CBA, to discuss implementation of PFMLI, including employer-employee contributions.

17.8 Upon request, the City will grant medical leaves of absence due to temporary disability for a maximum of six (6) months beyond the period covered by accrued Medical Leave with acceptable medical verification. Additional leave may be granted subject to the provisions of Article 20.1 regarding maximum length of leaves and job guarantee protections.

ARTICLE 18 – BEREAVEMENT

18.1 Employees may use up to 2 work weeks of leave for bereavement, as provided in this Article, to attend the funeral (or funeral alternative) of a family member, make arrangements necessitated by the death of a family member (including pregnancy loss), or grieve the death of a family member. Bereavement leave taken under OFLA will run concurrently with any paid leave under this Article and applicable federal law. Leave does not have to be taken consecutively.

18.2 Full-time employees will receive forty (40) hours of paid bereavement leave toward the 2-week entitlement referenced above. Such paid leave will be pro-rated for part-time employees based on budgeted FTE. Employees may choose to use any available Medical Leave, PTO, or compensatory time for the remaining bereavement leave, up to the total of 2 weeks.

18.3 For the purposes of this Article, "family member" shall mean: spouse or domestic partner, parent (including in-loco parentis), step-parent, brother, sister, mother-in-law, father-in-law, domestic partner's parent or child, grandchild, grandparent and other family members if the other family member resides with the employee or any other familial relationship recognized under Oregon law (ORS 659A.150). To use bereavement leave in the event of death for a spouse or domestic partner, the employee must have on file with Human Resources a Declaration of Marriage or Domestic Partnership for Purpose of City Benefits.

18.4 At the discretion of the City, and with consideration of department operating needs, up to eight hours of bereavement leave may be granted to attend funeral services for a current or former City employee.

ARTICLE 19 – WITNESS OR JURY DUTY

An employee shall suffer no loss of pay for service on a jury or upon being subpoenaed as a witness provided, however, that the employee is required to seek all fees due the employee for jury or witness duty, except mileage reimbursement, and turn said fees over to the City. The employee is not eligible for this compensation if the employee is a party to the dispute (not including disputes for which the City is obligated to defend the employee) or the dispute is between the City and the employee or the City and the Union with the exception of grievance arbitrations and unfair labor practice hearings. Upon being excused from jury or witness duty for any day, an employee shall immediately contact the Department Head or supervisor for assignment for the remainder of that workday.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 Extended leaves of absence up to one year may be granted by the City for educational or compelling personal reasons. The leave of absence begins immediately following the last date the employee actually worked. Requests for such leaves must be in writing. Prior to going on unpaid leave the City may require an employee to utilize all appropriate accrued paid leave.

For requests of leave without pay for medical purposes, the City will engage in the interactive process to review possible accommodations that do not create an undue hardship for the City.

20.2 For leaves of absence over six (6) months in the event the employee's position cannot be held available for all or part of the period of the leave, an employee returning from leave will be given the first available position in his/her former classification for which he/she is qualified, except where the Uniformed Services Employment and Reemployment Rights Act (USERRA) or Workers Compensation law requires otherwise. Employees shall be notified of their job status prior to approval of the leave.

20.3 Benefits While on Leave

(a) Employees on approved Family or Medical Leave shall have their benefits continued as required by Federal and State Family Medical Leave Statutes. The twelve (12) month period used to determine eligibility for paid benefits shall be determined by looking at the amount of Family or Medical Leave utilized by the employee in the twelve (12) months immediately preceding the first day of the newly requested leave. After the required period of

paid benefits has been exhausted, an employee on approved Family or Medical Leave may only continue insurance coverage by paying the full COBRA rates in effect during the leave.

(b) Employees who are not on approved Family or Medical Leave, as described in 20.3(a), who wish to continue their medical and dental coverage while on an unpaid leave of absence may do so by paying the full COBRA rates in effect during the leave. Requirement for the employee to pay the full COBRA rates shall begin on the first day of the first full calendar month of approved unpaid leave.

(c) Employees on approved unpaid leaves of absence, as described in 20.3(b), who elect not to enroll spouses and family members during the unpaid leave of absence may not re-enroll those dependents following return to work from the leave until the next regular open enrollment period unless allowed otherwise by the carrier. Employees on unpaid leaves of absence are not eligible for life, accidental death and dismemberment or disability insurance.

20.4 The City may interrupt or terminate a leave of absence if it finds the reasons for granting it were misrepresented or no longer exist. Failure to return from leave or to respond to notices from the City will be treated as a resignation.

20.5 Military Leave: Military leave shall be granted in accordance with Oregon Revised Statutes and federal law. In addition to any paid military leave required by law or by City policy, the City will pay the difference between an employee's military basic pay and the employee's base pay rate (City base pay minus military basic pay). In order to be eligible for this payment, the employee must provide appropriate documentation verifying their military pay grade. The employee shall be eligible to receive this difference in pay up to a maximum of 80 hours per federal fiscal year.

20.6 Family and Medical Leave: Employees shall be eligible for approved Family and Medical leave in accordance with Oregon Revised Statutes and Federal Statutes.

ARTICLE 21 – COMPENSATION

21.1 Effective upon execution or July 1, 2021, the later of either, the base rate for all classifications listed in Appendix A, will be increased by 2.05%, which is equivalent to the West Region CPI-W annual average for the twelve-month period ending December 2020, plus 0.25% (quarter percent), with a minimum percent of two percent (2%) and a maximum offive percent (5%). Steps are generally 5% apart.

21.2 Effective July 1, 2022, the base rate for all bargaining unit classifications will be increased by an amount equivalent to the West Region CPI-W annual average for the twelve-month period ending December 2021, plus 0.25% (quarter percent) with a minimum of two percent (2.0%) and a maximum of five percent (5%). Steps are generally 5% apart. "CPI-W" refers to CPI-Urban Wage Earners and Clerical Workers, West Region All Items, Year to Year Change in Annual Average.

21.3 Effective July 1, 2023, the base rate for all bargaining unit classifications will be increased by an amount equivalent to the West Region CPI-W annual average for the twelve-month period ending December 2022, plus 0.25% (quarter percent) with a minimum of two percent (2.0%) and a maximum of five percent (5%) Steps are generally 5% apart.

21.4 Payday shall be every other Friday and will not be changed without thirty (30) days' written notice to the employees.

21.5 Step Increases

(a) Employees shall be eligible for step increases after six (6) months of satisfactory service at steps one (1) and two (2). Upon reaching step three (3) an employee shall be eligible for step increases annually until reaching step seven (7). Eligibility dates shall be adjusted due to any unpaid leave of absence of one (1) full pay period or more.

(b) Employees shall be granted an annual step increase on their eligibility date if the employee is not at the top step of the salary range of his/her classification and provided the employee's overall performance meets the supervisor's expectations. Employees whose increase may be delayed or denied shall receive timely notice of deficient performance or conduct. "Timely" shall be a reasonable amount of time to provide the employee with adequate opportunity to correct the problem but in no event less than seventy-five (75) days in advance of the eligibility date. The notice must be in writing and describe the specific areas of deficiency, the improvement required and any assistance or support available. The City shall give notification, in writing, of the decision and the reasons to withhold step increases to an employee at least fifteen (15) days prior to the employee's eligibility date. At a maximum of ninety (90) day intervals following the eligibility date, the employee shall be re-evaluated for a step increase, however, if granted, it will not be retroactive. A step increase cannot be delayed if the notice is not timely. Step denial is not subject to grievance.

21.6 When an employee is promoted, the employee will be placed at a step in the new range which complies with the intent of minimum five percent (5%) – maximum ten percent (10%) increase or step one (1), whichever is greater. A new salary review date will be established based upon the promotion date and step to which the employee is promoted consistent with salary review dates for new hires.

ARTICLE 22 – SPECIAL ALLOWANCE

22.1 Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the maximum allowable rate under IRS regulations for business travel. Employees must log their mileage.

22.2 When employees' duties take them outside the City's jurisdiction, or they are directed to attend an off-premises training course, seminar or similar function, the City agrees to reimburse

them for the reasonable cost of necessary lodging, based upon approved travel. 32 When overnight travel is required, meals will be paid based on the City's per diem rates. Per diem rates will not fall below the October 2014 rates established by the City.

22.3 Clothing Allowance

(a) Employees required to wear clothing with a City logo shall receive a maximum of three replacement shirts and two replacement sweatshirts provided by the City annually. New hires shall receive five shirts and two sweatshirts. Employees provided with management-approved clothing must wear on the job the clothing that is provided by the City.

(b) Employees in the following classifications will be eligible for a clothing allowance of up to one hundred twenty dollars (\$120.00) annually. Graphics Designer and employees in these classifications, if they work in the field a minimum of fifty percent (50%) of the time, shall be eligible for the clothing allowance. If there is a question of eligibility the employee shall meet with the supervisor to discuss eligibility. If the City determines that a work group will be required to wear a uniform, the City shall be responsible for providing the uniform. The employees in the work group wearing uniforms will then be ineligible to receive the clothing allowance described in this subsection.

Arborist Technician
Associate Engineer
Building Inspector
Code Compliance Officers
Electrical Inspector
Lead Engineering Construction Inspector
Engineering Construction Inspector
Lead Engineering Technician 1, 2, 3, 4
Facilities Maintenance Lead
Facilities Maintenance Technician
Graphics Designer
Inventory Control Technician
Landscape Technician Mechanic 1, 2
Lead Plumbing Inspector
Plumbing Inspector
Lead Program Coordinator
Public Works Equipment Operator
Public Works Lead
Public Works Technician
Reprographics Employees
Sign and Marking Lead
Sign and Marking Technician
Supervising Electrician
Traffic Signal Maintenance Lead
Traffic Signal Maintenance Technician
Utility Worker

Water Customer Service Technician
Water Distribution Equipment Operator
Water Distribution Lead
Water Distribution Technician
Water Quality Technician

(c) Employees in the following classifications will be eligible for a clothing allowance of up to seventy-five dollars (\$75.00) annually: Library Assistant 1 and Library Assistant 2.

(d) Employees may wear whatever clothing they deem necessary to keep warm as long as it is clean and in good repair. The outer garment worn must be approved clothing and identify the employee as a City of Beaverton employee.

(e) The City may require employees to wear identification per City policy.

(f) Employees who work in the field who wish to wear a hat may wear a baseball hat with the City logo which will be provided by the City. These hats may not be worn to replace a hard hat, if wearing a hard hat is more appropriate. These hats will be selected by the Union, subject to approval by management.

(g) The City shall provide an annual allowance of up to one-hundred fifty dollars (\$150) for employees regularly assigned to positions requiring special footwear suitable for the type of work they do.

(h) The City will provide an approved jacket to employees who are eligible for a clothing allowance under Section 22.3(a). Jackets will be replaced as needed at the City's sole discretion.

(i) Employees shall receive their clothing and/or boot allowance as pay in the first paycheck of the first full payroll period following the start of the fiscal year. New employees shall receive the clothing and/or boot allowance as soon as possible following date of hire.

(j) The City will give a one-time, one hundred dollar (\$100.00), contribution during the term of the contract toward prescription safety glasses for work purposes to those employees whose job requires the use of such eye protection. Payment is by reimbursement upon showing a receipt. The City reserves the right to determine which classifications are eligible for reimbursement.

22.4 Employees in the Operations department below the level of Operations Lead classifications shall receive premium pay in the amount of five percent (5%) of base pay when assigned responsibility to supervise more than three (3) community service workers. Such premium pay shall only be paid for hours actually spent in supervision.

22.5 The City will pay the fees associated with obtaining and maintaining an Oregon Commercial Driver's License (CDL) license when required by the City to perform the duties of his or her job excluding the regular driver's license.

22.6 The City will pay the fees associated with maintaining licenses, certifications or safety practices when required by the City to perform the work of the employee's position. If the license, certification or safety practice is not required at date of hire but becomes a requirement at a later time, the City will pay the fees associated with obtaining it. The City may pay the fees for licenses, certifications or safety practices which are not requirements of the position if it so chooses, but such choice shall be solely the City's.

22.7 Bilingual Pay: The City has a Language Access Policy that identifies priority ~~foreign~~ languages that may be beneficial for operational need. Employees who are assigned in writing by the City to use their bilingual skills for languages referenced in the policy will receive a premium incentive of 4% of base pay per every pay period of the assignment. The assignment is based on operational need and remains at the discretion of the Department Head: With 30 calendar days' notice, the Department Head may cease a bilingual pay assignment. The employee must pass a proficiency test, as provided by the City, before the City will assign bilingual duties.

22.8 Inspector Premium Pay: Inspectors shall receive premium pay in accordance with Appendix E - the Premium Pay Matrix. Employees receiving premium pay for the certifications listed shall be ineligible to receive working out of class pay for performing the same work for which they are receiving premium pay. Eligible employees shall receive one (1) premium pay amount, (the highest applicable amount but no more than 9%), and under no circumstances will premiums be combined. The premium pay will be added to the employee's base rate of pay. Employees who obtain certifications included in the matrix shall begin receiving premium pay the pay period following written notification and the receipt of supporting documentation. Employees who lose a certification for which they are receiving premium pay are required to notify their supervisor immediately. Any change in premium pay status will be made effective the pay period following loss of certification.

22.9 Shift Differential Pay: Employees shall be eligible for an additional one-dollar and twenty cents, (\$1.20) per hour pay when assigned to a night shift. Night shift is defined as one which begins at 6:00 PM or later. In order to be eligible for the shift differential, the following conditions must be met:

(a) The schedule change must be temporary in nature.

(b) The schedule change must be required and authorized by a supervisor.

Shift Differential pay does not apply to employees working regular daytime hours and then overtime during non-regularly scheduled hours. Employees shall not be eligible for shift differential pay for any schedule change which results in overtime pay.

22.10 Traffic Signal Technician: Traffic Signal Technicians who possess a valid general journey level electrician's license shall be eligible for a premium incentive of 10% of base pay for hours worked when assigned in writing to perform the duties that require a general journey level

electrician's license. Hours worked under this assignment shall be recorded as such on the department work order form.

22.11 Paid time off leave (PTO), Medical Leave and holiday pay shall be paid at the employee's base rate of pay.

22.12 The City shall no longer require mechanics to provide their own tools to work on the city's vehicle fleet. The City shall provide all tools and toolboxes for all mechanics.

ARTICLE 23 – FILLING OF VACANCIES

23.1 A list of vacancies that are to be filled shall be posted on each department's bulletin board. The city will post vacancies on its internal website for at least fourteen (14) calendar days prior to filling. The following exceptions are agreed to:

(a) Vacancies to be filled from within the City shall be posted for seven calendar (7) days city-wide. Employees may request assignment to a vacant position, as described in 23.4, only through an internal recruitment process.

(b) Recruitments for a given classification may be utilized to fill future vacancies in that classification for up to six (6) months provided that the vacancy is also posted internally for seven (7) calendar days.

23.2 Employees who meet the minimum qualifications and submit the requested materials shall receive an interview for the position. Employees whose performance is documented as not meeting expectations, who are on a work improvement plan, or who have received discipline at the written warning level or higher in the last twelve (12) months or employees currently on probation will be eligible to apply at the discretion of the Hiring Manager.

23.3 Any employee who interviews for a vacant position who is not selected shall, upon request within seven (7) days, be entitled to be informed of the reasons the employee was not selected. Only a refusal to inform the employee will be grievable under this section.

23.4 Employees may request assignment to a vacant position in their classification within their work unit. A work unit is defined as a budgeted program.

23.5 Employees must make their request for reassignment as stated in 23.4, in writing, to the supervisor of the vacant position prior to the closing date of the posted position. An employee can transfer to a position and increase or decrease their overall work hours by no more or less than 10. For example, an employee working 30 hours per week could transfer to a 40 hour per week position or a 20 hour per week position. This Section applies to vacated or newly created positions. It does not apply to positions created by a temporary schedule change of less than three (3) months.

ARTICLE 24 – POSITION CLASSIFICATION

24.1 Each position shall be assigned to the appropriate classification on the basis of its authorities, responsibilities and duties. The City shall maintain written descriptions for each classification.

24.2 When a position is reclassified upward, an incumbent who has been performing the higher-level duties shall be continued in the position and have their salary adjusted in accordance with Article 21.5. If a position is reclassified to another classification at a lower range, the incumbent shall be accorded immediate status in the new classification without a change in pay. In such instances, the pay rate will be red-circled or frozen until the rate is within the salary range of the lower classification.

24.3 In the event the City chooses to reclassify a position, a copy of the proposed new position description will be given to the Union for its review and comments at least thirty (30) days in advance of any changes being implemented. Any classification review will include an opportunity for employee and Union review, comments, and recommendations.

24.4 Agreements between the parties on salaries will be contingent upon final approval by the City Council.

24.5 Reclassification/Reallocation:

(a) If an employee has reason to believe that the duties of their position are no longer consistent with the classification to which they are assigned or the salary grade is inappropriate, the employee may initiate the Job Analysis Questionnaire (JAQ) process with their supervisor. Within 30 days of receipt of the JAQ form from the employee, the supervisor shall review the JAQ and either 1) if the employee's portion is incomplete, return it to the employee; or 2) if the employee's portion is complete, the supervisor will complete their portion and submit it to the Department Head. The Department Head shall have up to thirty (30) days from the time the employee and supervisor submit the JAQ form to make a decision on whether or not to forward the request to Human Resources. If the Department Head rejects the proposed JAQ, they will explain in writing to the employee why the JAQ will not be forwarded. The employee may submit a new JAQ in 180 days if their position has substantially changed.

(b) If both the Union and the employee who initiated the JAQ process disagree with the findings of the Department Head, the Union may request a review of the decision by Human Resources within 30 days receipt of the Department Head's decision. Reclassification decisions are not subject to Article 27, Grievance Procedure.

(c) Unless the parties agree to extend the analysis period, Human Resources staff shall have up to sixty (60) days to conduct the necessary analysis and discuss with the supervisor and/or Department Head. Upon receiving the final recommendation from Human Resources, the Department Head shall have up to thirty (30) days to accept or reject the recommendation and communicate to the employee in writing. If the Department Head accepts the recommendation, any salary adjustment will be effective upon approval by City Council, and will be retroactive to

the date in which the JAQ was received by the supervisor, as described in the reclassification procedure. If any retroactive pay is due the employee based on the effective date of the reclassification or reallocation such pay will be reduced by the amount of working out-of-classification pay received by the employee, if any, for the time period designated for retroactive pay. If the Department Head denies the recommendation, duties performed by the employee must be adjusted to properly reflect their classification, and out-of-class pay awarded for out-of-class work (if any) consistent with this agreement.

ARTICLE 25 – PERSONNEL RECORDS

25.1 With prior notification to Human Resources, each employee shall have the right to review the contents of his/her own personnel file. At the employee's option, he/she may request to be accompanied by a Union representative of his/her choosing.

25.2 Access to an employee's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and Human Resources staff members, provided such access does not conflict with the provisions of ORS 192.501 – 192.505.

25.3 Written material reflecting discredit on the employee for which the employee is not disciplined shall not be placed in the employee's personnel file. The employee shall be required to sign any disciplinary material to be placed in the employee's personnel file provided the following disclaimer is attached:

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

An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline.

25.4 Written reprimands shall be considered temporary contents of the personnel files and shall be removed no later than two (2) years after the reprimand has been placed in the employee's personnel file, if there are no related problems during that period. Last chance agreements shall not remain in effect for more than two (2) years. After two (2) years, the last chance agreement will remain in the file to document the discipline.

25.5 Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the written consent of the employee except to those authorized within the City, or by order of a competent authority.

ARTICLE 26 – DISCIPLINE AND DISCHARGE

26.1 If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Employees who have completed their initial probationary period may only be disciplined for just cause.

26.2 When there is evidence of unsatisfactory performance, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. In cases of misconduct, the City may initiate discipline at a step appropriate to the nature of the offense.

(a) Formal disciplinary actions range from written reprimands to suspension, demotion, delay or denial of step increases, and dismissal depending on the severity of the offense as well as the number and frequency of previous related problems.

(b) The employee may request and shall be granted the right to have a Union representative present during any or all discussions between management and the employee related to potential discipline as defined in (a) above between the City and the employee.

(c) Counseling memos, work improvement plans, written directives and verbal warnings, even if reduced to writing are considered informal actions and are not viewed as discipline. These are less formal means of resolving issues related to daily operations and performance. These actions are not subject to the grievance process and will be clearly labeled as not discipline. These actions may serve as notice of the rule to the employee for potential future disciplinary action.

These informal actions can be maintained in the supervisory file for review for up to one year but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in his/her supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the City discussing operational matters informally with employees.

26.3 The City agrees to furnish the employee and Union a complete statement in writing at the time of imposing a formal disciplinary action of written reprimand, suspension, demotion, salary reduction or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file after having been signed by the supervisor and the employee. All such documents are subject to the provisions of Article 25, Personnel Records, of this Agreement.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.1 The parties agree that prior to filing a grievance, the employee parties will attempt to resolve the grievance informally at the lowest level possible. It is agreed that a Union steward may be present at any level of this process. In the event the matter cannot be settled in this fashion, the parties agree that any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner and shall be the exclusive means for resolving such disputes. It is also agreed that at any step of the process, at the request of either side, the parties shall meet to try to resolve the grievance.

(a) Step 1: The employee and/or Union shall initiate a grievance in writing submitted on an official grievance form (attached as Appendix B or the employee and/or Union may use the official SEIU Grievance Form) to the immediate supervisor within twenty-one (21) calendar days of its occurrence or within twenty-one (21) calendar days of the time the employee or Union has knowledge or by reasonable diligence should have known of the alleged grievance. The written grievance shall contain all the specific information required on the official grievance form. As an alternative to submitting a written grievance form, the employee and/or Union may initiate a grievance by sending an email that contains all the specific information required on the official grievance form. If the grievance is initiated by an employee other than a member of the Union Leadership team or a Union steward, the City shall include the Union in its Step 1 response to the employee.

The supervisor shall attempt to resolve the matter and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the supervisor. If the grievance is being initiated by employees with more than one supervisor, it may be filed at Step 2 at the option of the employees.

(b) Step 2: If the grievance has not been settled at Step 1, the employee and/or Union shall present the grievance to the designated Department Head within fourteen (14) calendar days from the date the response was due or received (whichever comes first) from the supervisor. The Department Head shall attempt to resolve the matter and report in writing the decision within fourteen (14) calendar days from the date it was submitted to the Department Head.

(c) Step 3: If the grievance has not been settled at Step 2, the employee and/or Union shall present the grievance to the City Manager or City Manager's designee within fourteen (14) calendar days from the date the Department Head's response was due or received (whichever comes first). The City Manager or designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted.

(d) Step 4: If the grievance is not settled at Step 3, the Union shall file a notice of intent to arbitrate the grievance with the Human Resources Director within thirty (30) calendar days of the date the decision of the City Manager or designee is due or received (whichever comes first). The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service. Within fourteen (14) calendar days of receiving the

list of arbitrators pursuant to Article 27.2, the parties shall select an arbitrator by the method of alternately striking names from the list. The Union shall strike the first name, the City shall strike the second name and so on, with the exception of disciplinary cases wherein the order of striking names shall be reversed, with the remaining person being the arbitrator. If the selected arbitrator is not able to schedule the hearing within ninety (90) calendar days of being notified of his/her selection, the parties may mutually agree to select an alternate arbitrator from the panel.

(e) The Union and the City may mutually agree to pause all grievance timelines before or at any point during the grievance procedure to enter a concerted resolution process. This process must be agreed upon by both parties, in writing, in which the duration of pause must be specified in the agreement. Upon pausing the grievance timeline to enter a concerted resolution process, the concerted resolution negotiations will remain with the supervisor or manager in which the current step of the grievance resides, but will also include the Employee and Labor Relations Manager.

27.2 Unless the parties mutually agree upon an arbitrator, the Union shall, within thirty (30) days of the Union's notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of seven (7) Oregon/Washington arbitrators.

The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall only consider the facts presented to the arbitrator; and the arbitrator shall have no authority to add to, subtract from, ignore or amend the express terms of this Agreement or to interpret and apply any provision of law other than ORS Chapter 243 as s/he may believe relevant to the issue presented. The decision of the arbitrator shall be final and binding on both parties.

The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

27.3 Any time limits specified in the grievance procedure may be waived or extended by mutual written consent of the parties. The Union's or employee's failure to submit the grievance in accordance with these limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved.

27.4 Resolution of a grievance at any step of the procedure shall be final and binding upon the City, the Union and the affected employees.

27.5 The arbitration shall be limited to the specific issues raised in the written grievance filed by the employee or the Union and any other specific issues raised at the steps in the grievance process. In the event that the parties dispute timeliness for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

ARTICLE 28 – SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be in violation of rule or law or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof directly specified in the decision. Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidation or portion thereof. Under this section, negotiation would occur using ORS 243.698.

ARTICLE 29 – BULLETIN BOARDS

The Union shall be allowed bulletin board space in convenient places, as well as a digital platform that is agreed on by the union and the city, to be used in communicating with employees. All materials placed there shall be identified as Union materials.

ARTICLE 30 – INCLEMENT CONDITIONS

30.1 When, in the judgment of the City, inclement conditions require the closing or curtailing of City offices and employees are either sent home prior to the end of their shift, are instructed not to report until after the start of their shift, or are instructed not to report at all, the employee shall be paid for the entirety of the employee's work shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home (or told to report to work later or not at all) due to inclement conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

30.2 If inclement conditions become hazardous, an employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the

employee's supervisor or designee. If after the employee voluntarily leaves early, the City closes due to inclement conditions, the employee will not be paid for the remainder of their shift.

30.3 When inclement conditions make coming to work dangerous, employees may choose not to report to work, providing they provide timely notice to their supervisor.

30.4 Employees who do not work pursuant to the provisions of Sections 2 and 3 of this Article shall be authorized to make up the time based on the provisions of Article 30.6 or use accrued PTO leave, compensatory time, or leave without pay. If an employee wishes to make up time, the employee may do so during the current work week. (Part-time employees shall have the option to make up time during the same pay period.)

30.5 When employees miss work due to inclement conditions, the department will schedule a make-up that is mutually agreed between employees and their supervisors unless the City is unable to provide make-up work. In no instance will time worked during any make-up period result in overtime or compensatory time being charged to the City. If an employee fails to work the make-up time, as scheduled, then the right to make up the lost time is forfeited.

30.6 When an employee arrives late, but has made a good faith effort to arrive at work on time, the employee shall be paid for their hours worked as though they had arrived at their regular start time.

ARTICLE 31 – LAYOFF

31.1 Bargaining unit employees shall not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the work of bargaining unit employees on the layoff list.

31.2 Layoffs are that the discretion of the City. A layoff is defined as a separation of employment. Layoffs may be due to an elimination of positions. An employee shall be given written notice of layoff or pay in lieu of notice, at the employee's option, at least thirty (30) calendar days before the effective date, stating the reasons for the layoffs, and the options the employee has (see below). The employee shall have seven (7) calendar days from the receipt of the layoff letter to notify the City of the employee's option. A copy of the layoff letter shall also be forwarded to the Union. Upon request by the Union, the City shall meet with the Union to discuss alternatives to layoff.

31.3 The layoff procedure shall occur in the following manner:

- (a) The City shall notify, in writing, all affected employees of the employee's seniority and the employee's contractual rights. The City shall notify the Union of the seniority

of all employees in all affected positions in writing.

(b) The City shall determine the specific positions to be eliminated and employees in those positions shall be notified of layoff. If the City selects positions occupied by employees who have greater seniority than other employees with the same classification in a department, the City shall meet with the Union to discuss its decision. Except in the case of a medical layoff where the parties engaged in the interactive process, an employee who is notified of layoff shall have the following options:

- (1) Accept the layoff.
- (2) Request assignment to a vacant position within the City for which he/she possesses the necessary qualifications.
- (3) Displace the employee with the lowest seniority in the same classification in the designated layoff area if the employee is qualified for that position.
- (4) Displace the employee with the lowest seniority in a classification with a lower pay range in the designated layoff area if the employee is qualified for that position.
- (5) Displace the employee with the lowest seniority in a classification in the designated layoff area in which the employee has prior service.

Displaced employees shall be allowed to select option 1 through 3 above. If there is no position available via those options, the employee may select either option 4 or 5.

(c) For the purpose of this Article, if passing a test is a requirement for new hires for a particular position, a "qualified" employee must pass or have passed the test new hires must pass to be considered for the position.

- (d) For the purpose of this Article, "designated layoff area" shall be considered to be
- (1) Public Works*
 - (2) Community and Economic Development*
 - (3) Finance, Information Systems, GIS and Municipal Court
 - (4) Mayor's Office and Programs, City Attorney
 - (5) Library
 - (6) Police

*Support Specialist positions in Public Works and Community and Economic Development may bump between these two (2) departments.

Facility Maintenance positions and Site Development Division employees shall have Public Works as their designated layoff area.

31.4 Employees who displace an employee in a lower classification shall go to the step closest to, but not higher than, their current salary.

31.5 Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

31.6 Layoff Lists: Names of employees or former employees of the City who have been laid off shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off.

31.7 Recall

(a) Employees or former employees who are on the layoff list by classification shall be recalled to available vacancies in seniority order beginning with the person with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other persons on layoff lists for classifications with higher salary ranges. Such persons must be qualified to perform those duties.

(b) Former employees who are rehired from the recall list into the same department and classification previously held will serve no probationary period assuming the former employee had successfully completed the probationary period at the time of lay-off. If the rehired employee had not completed the six (6) month probationary period, he/she will be on probation for the length of time required to complete the six (6) months. An employee who does not pass the six (6) month probationary period will not be returned to the recall list.

Employees or former employees who bump into or are recalled to a different classification and/or department shall serve a ninety (90) day probationary period if they had not previously held the position. If the employee passed the probationary period but is later terminated for cause, the employee will not be returned to the recall list unless the following apply: (1) the employee was terminated from a position that did not make them whole, and (2) the termination is overturned through the grievance arbitration process.

(c) Former employees will be required to provide the City with a current address in order to be eligible for recall. Employees or former employees will have five (5) calendar days from receipt of an offer of recall to accept or reject the offer. Employees or former employees who fail to respond to the recall offer in the designated time period shall be deemed to have

rejected the offer.

(d) A person's name shall remain on the layoff list for two (2) years unless the following condition is met:

The person has been offered a position(s) from the layoff list which makes the person whole in terms of former salary grade and number of hours. Make whole is defined as the employee or former employee being offered a position in the same classification with the same budgeted hours as he/she had at the time of lay-off.

31.8 Length of service for seniority shall be defined per Article 7, Seniority. Seniority for part-time employees for layoff purposes is based on the FTE of the position. For example, a half-time employee with ten (10) years of service will be considered to have five (5) years of seniority.

ARTICLE 32 – CONTRACTING OUT

32.1 The City agrees to give the Union and its Local President thirty (30) calendar days advance notice that it has decided to contract out work that will result in displacement or layoff of bargaining unit employees.

32.2 Upon request by the Union, the City will meet with the Union to provide available information and the reasons the City is considering contracting out the work.

32.3 The Union may provide notice of intent to bargain the impact of contracting out consistent with ORS 243.698. The Union may also notify the City whether it intends to prepare a proposal to retain the work within seven (7) calendar days of initial notice from the City. The Union will present their proposal within fourteen (14) calendar days thereafter of notice. The City will meet and discuss the proposal with the Union to review adoption or other alternatives. Should any full-time bargaining unit member become displaced as a result of contracting out, the City and the Union shall meet to discuss the effect on bargaining unit members. Any employees displaced by a decision to contract out work shall be afforded the rights described in Article 31, Layoff. Nothing in this section shall be construed to compel the City to fill vacant positions.

ARTICLE 33 – TERM AND TERMINATION

33.1 This Agreement shall be effective as of the 1st day of July, 2021, and shall remain in full force and effect through and including the 30th day of June, 2024.

Notice of intent to open the contract to negotiate a successor agreement shall be made in writing to the other party by November 15, 2023. The parties shall meet to mutually exchange proposals no later than January 5, 2024, unless the parties mutually agree to an expedited

bargaining procedure. The parties acknowledge that the City may not be able to make economic proposals until the end of April 2024. Either party may request mediation if the contract is not settled by May 15, 2024. This Agreement shall remain in full force and effect during the period of any negotiating process, except that the parties may avail themselves of the dispute resolution process as provided by ORS 243.696-736, notwithstanding Article 6, Peaceful Performance of City Services of this Agreement.

ARTICLE 34 – SUBSTANCE ABUSE POLICY

34.1 Drug Free Workplace

(a) The parties agree that it is the responsibility of all public employees to work diligently to ensure a drug free workplace. Both parties encourage the voluntary admission of chemical dependency. All employees are encouraged to use the Employee Assistance Program (EAP) and to seek treatment whenever they suspect that they might have a substance abuse problem. For the purposes of this agreement, “controlled substances” include those under State or Federal Law. Marijuana is considered a controlled substance.

(b) The legal use of prescribed drugs or over-the-counter medications is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. An employee who is taking any medication which impairs the employee’s ability to perform their job must report the use of the medication to their supervisor; however, the employee will not be required to divulge the medical reason for taking the medication.

(c) An employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so in complete confidence and without jeopardizing his/her employment with the City, if such request is received prior to discovery by the City of a potential violation of this policy or prior to misconduct leading to the discovery of violation of this policy.

(d) The City provides a confidential Employee Assistance Program, and the Human Resources Department has information available for employees regarding substance abuse and treatment.

34.2 Reasonable Suspicion Testing (Non-DOT Covered Employees)

(a) If an employee's supervisor or other management representative has a reasonable suspicion that an employee is under the influence of alcohol or controlled substances on the job or while operating a City vehicle or City equipment, the employee may be asked to submit to discovery testing including a urinalysis, blood screen or breath testing device to identify any involvement with drugs or alcohol. City premises includes all property, owned, rented, leased, or controlled by the City, including parking lots and adjacent areas.

(b) Reasonable suspicion is a belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of alcohol or who is impaired or under the influence of a controlled substance or medication such that the employee's conduct and actions demonstrate impairment or inability to perform the functions of the job or that the employee's ability to perform his/her job safely is affected. Such articulable facts or circumstances could include appearance, behavior, speech, an abrupt change in the pattern of conduct, or the employee's involvement in an accident which results in physical injury or property damage and which includes other bases for reasonable suspicion.

(c) Prior to requiring any employee to submit to reasonable suspicion discovery testing, the supervisor or other management representative shall obtain the approval of the Human Resources Director or their designees, provided that any designee of the Human Resources Director shall not be from the same department as the supervisor or management representative. The employee will be informed of the right to have a Union representative present when he/she is told that he/she must submit to discovery testing. If the employee elects to have Union representation, the employee's representative shall have the same rights as in a disciplinary investigation. Because of the nature of the tests, a specific Union representative may not be requested if he/she is not readily available.

(d) When testing for reasonable suspicion is requested, the employee will immediately be taken by a supervisor to the certified testing laboratory used by the City for DOT required testing. At this testing laboratory, a urine sample, blood sample or breath sample will be collected utilizing the collection procedures adopted by the laboratory. If the employee so requests, he/she may be accompanied to the testing laboratory by a Union representative. Employees who submit to discovery testing will be required to sign the testing laboratory's consent form.

(e) Negative samples that have been collected and tested will be stored for three (3) calendar days. Positive samples that have been collected and tested will be frozen and stored for thirty (30) calendar days (or longer at the discretion of the laboratory) for the purpose of a re-test should one be required. Positive samples will be stored longer upon written request to the laboratory by the City, the Union, or the employee being tested. Any costs of additional storage will be paid by the requesting party. Such requests will be made prior to the expiration of the thirty (30) day period.

(f) Any employee will be deemed to have tested positive when testing results from a urine, blood or breath test indicate that controlled substances or alcohol are present at or above established DOT minimum standards or have a blood alcohol content (BAC) rating higher than .02. Any other drug determined by the Medical Review Officer to be necessary to test for will be tested with the DOT standards used to detect if the employee has the presence of alcohol or a controlled substance in their system and if the employee is under the influence.

(g) An employee who refuses a supervisor's or manager's request to submit to reasonable suspicion discovery testing shall be considered to have tested positive and will be subject to the provisions of sections 34.4. Refusal to test includes withholding a sample or refusing to cooperate in the testing process including by submitting a dilute, altered or substitute sample. In the event of a second occurrence where testing has been authorized and the employee refuses the employee will most likely be terminated subject to due process.

(h) Employees who test positive for alcohol or a controlled substance must respond fully and accurately to inquiries from the Medical Review Officer (MRO) and authorize the MRO to contact the employee's treating health care providers, upon request.

(i) In the event an employee is required to submit to reasonable suspicion discovery testing, and the test is negative, the City shall pay the employee two hundred dollars (\$200) as compensation for taking the test.

34.3 When a positive test indicates the employee is under the influence of a controlled substance or alcohol, the City may require the employee to receive counseling from the EAP as a condition of a disciplinary action under section 34.4. The employee will be required to follow the recommendations of the EAP counselor in regard to treatment. In the case that the employee is required to be tested to be in compliance with EAP recommendations, the EAP may only report to the City whether the employee "DID" or "DID NOT" comply with the EAP recommendations. Payment for long term in-house treatment or any other treatment programs will be covered subject to the terms of the insurance benefit program in effect at the time.

34.4 An employee who violates this policy for the first-time may be subject to disciplinary action including termination. In situations where termination is not imposed, the City may offer a "Return to Work" Agreement. The return-to-work agreement will have a term of two years during which the employee's continued employment is contingent upon compliance with the stated terms and conditions of the return-to-work agreement. An employee who violates the terms of the return-to-work agreement or has a second violation of this policy will most likely be terminated subject to due process.

34.5 There shall be no testing of bargaining unit members for promotions to positions within the bargaining unit, unless otherwise required by law.

34.6 DOT Drug & Alcohol Testing

(a) Employees who are in positions in classifications which require incumbents to hold a current Commercial Driver's License (CDL) are subject to random drug and alcohol testing as required by law.

(b) Any testing done pursuant to this section will conform to the requirements of the

DOT and the testing laboratory.

(c) Employees who are involved in accidents are subject to drug and alcohol testing if the accident results in a citation or a fatality as provided for by applicable law.

(d) An employee will be subject to drug and alcohol testing based on reasonable suspicion as observed by a supervisor or other management representative who has received the required DOT training.

(e) If an employee is found to exceed the cutoff level for any controlled substance or alcohol established by the DOT, the employee will be subject to 34.4.

(f) If an employee tests for alcohol between .02 and .039, the employee may be subject to discipline pursuant to section 34.4. Disciplinary action by the City, will be based on the individual circumstances of each incident, and may include imposing progressive discipline, referring the employee to EAP pursuant to section 34.3 or removing the employee from safety sensitive functions, and classification or any combination thereof. If an employee is subject to random follow-up testing pursuant to section 34.3, and is selected for random testing under the normal procedure, the employee will be considered to have met the random testing requirements of this procedure.

(g) If an employee is picked for random DOT testing, the employee will be eligible to utilize a City vehicle if one is available for such purpose or for mileage reimbursement for travel to and from the testing facility as if he or she were attending a City-sponsored meeting.

ARTICLE 35 – HEALTH AND SAFETY

35.1 The City recognizes its responsibility to provide a safe working environment for its employees. To that end, the City has established a City of Beaverton Safety Committee whose membership is made up of employer and employee representatives. Employee representatives from Operations and Maintenance, Library, Administration, Community Development and Engineering areas will be selected by the represented employees from each area. Up to 7 employees may be selected to participate in the Safety Committee. Safety Committee meetings are advisory and the City retains all management rights as provided by PECBA and this agreement.

35.2 All meetings of the Safety Committee shall be open to any City employee. Employees in attendance may participate in discussions of safety issues with approval of a majority of the members of the Safety Committee members present at the meeting.

ARTICLE 36 – LABOR/MANAGEMENT COMMITTEES

36.1 The City and the Union agree to utilize a Labor/Management committee to discuss issues at the Library. Such discussions include work processes and working conditions. The City and the Union shall mutually agree upon the number of Union and City representatives with a minimum of three (3) labor positions and three (3) management positions. The Committee shall meet at least quarterly at either party's request.

36.2 The City and the Union agree to utilize a Labor/Management committee to discuss issues at Public Works. Such discussions include work processes and working conditions. The City and the Union shall mutually agree upon the number of Union and City representatives with a minimum of three (3) up to a maximum of five (5) labor positions and five (5) management positions. The Committee shall meet at least quarterly at either party's request.

36.3 The City and the Union agree to form additional ad hoc Labor/Management committees to discuss issues in other Departments around work processes and working conditions if the need arises. The composition, duration and meeting frequency of such additional committees will be as mutually agreed upon at the time of formation.

36.4 Labor/Management committee meetings are advisory and the City retains all management rights as provided by PECBA and this agreement.

ARTICLE 37 – LEAVE DONATION

37.1 The City will allow employees to transfer accumulated PTO and compensatory time to a co-worker who has exhausted all accumulated leave. Any requests for leave donation must be made through the Human Resources Department and will be allowed under the following circumstances and conditions:

(a) The receiving employee must have no documented history of abuse of leave for unscheduled absences.

(b) Leave donated will be posted to the receiving employee's Donated Leave Bank as needed.

(c) The employee may receive and use donated leave for a maximum of six calendar months for their own serious injury or illness, to care for a seriously ill family member (as defined in Article 17.2), for maternity or paternity leave, or if called to active military duty. Donated leave can only be used for the purpose for which it was solicited.

(d) Hours of leave donated from coworkers will be transferred on a 1:1 ratio, regardless of if the donor or receiving employee earn a different hourly rate of pay.

37.2 Upon the employee's request, Human Resources will send out up to two solicitations for leave donations per condition/medical issue. It is the employee's responsibility to keep informed as to how many hours of donated leave they have remaining and to make a subsequent request for donations of leave if a second solicitation has not been sent out by Human Resources on the employee's behalf.

ARTICLE 38 – EMPLOYEE HANDBOOK

38.1 In the event of a conflict between the provisions of this Agreement and the Employee Handbook of the City of Beaverton, the provisions of this Agreement shall be deemed controlling. If a subject is not addressed by this Agreement, the Employee Handbook of the City of Beaverton shall be controlling.

38.2 Prior to implementing new Employee Handbook policies or making changes to the existing handbook policies, the City will send a copy to the Union. Such notice shall occur at least thirty (30) days prior to the date the change is to take effect. The City acknowledges that policies or changes to the Employee Handbook that are mandatory subjects of bargaining may not be implemented without proper notice to the Union, consistent with ORS 243.698.

ARTICLE 39 - VOLUNTEERING

39.1 Eligible represented employees are allowed up to twelve (12) hours in a calendar year of paid leave to engage in community service work as outlined in this Article. The city will not reimburse employee for any expenses related to community service work.

39.2 Employees must request and receive approval from their supervisor prior to engaging in community service work. Employees must make their request at least one week in advance. Approval will be considered on a case-by-case basis, taking into account the operational needs of the city. To avoid overtime, the parties agree that the City may reduce the employee's hours to account for paid leave under this section. Community service work will not be approved if it would result in overtime or compensatory time for an employee during a given pay period. As a condition of participating, the city may require an employee to sign a waiver of liability.

39.3 The Human Resources Department will maintain a list of approved 501(c)(3) organizations that employees may engage in community service work per this Article. Human Resources will focus on selecting 501(c)(3) organizations that provide direct benefits or services to the Beaverton community or the greater tri-county area. Political activities and campaigning are not considered community service work under this Article.-

39.4 Employees are not eligible to volunteer at an organization where the employee may have

a potential or actual conflict of interest (e.g., the employee has a family member, household member or significant other who works at the organization). The parties agree that it is the employee's obligation to determine whether participating in community service activities will give rise to any ethics issues for the employee.

39.5 The following employees are not eligible to participate while they meet one of these conditions:

1. Employees who are currently on probation;
2. Employee currently on a performance improvement plan;
3. Employees who have active discipline above a written reprimand; and
4. Employees who are less than .75 FTE.

39.6 In order to have the time treated as paid leave per this Article, the employees must submit a signed confirmation of community service to Human Resources demonstrating that they completed their shift before the end of the pay period in which the time was served, in a format acceptable to Human Resources. The city reserves the right to follow up directly with a community service organization to verify completion of the community service work hours.

39.7 The paid leave has no cash value and unused hours may not be carried forward to the next year.

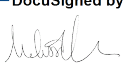
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below:

FOR THE UNION

Melissa Unger

Executive Director

DocuSigned by:

24F64146737A445...


Megan Cohen (Sep 16, 2021 11:22 PDT)

Megan Cohen
Bargaining Team


Adam Korst (Sep 16, 2021 16:14 PDT)

Adam Korst
Bargaining Team


Wilson Munoz (Sep 17, 2021 14:16 PDT)

Wilson Munoz
Bargaining Team

Mackenzie Ross
MacKenzie Ross (Sep 16, 2021 11:23 PDT)

MacKenzie Ross
Bargaining Team


Kate Taylor (Sep 20, 2021 18:38 PDT)

Kate Taylor
Bargaining Team

Evan Paster
Evan Paster (Sep 16, 2021 11:21 PDT)

Evan Paster
Bargaining Strategist, SEIU Local 503

FOR THE CITY

Jennifer D. Haruyama
Jennifer D. Haruyama (Sep 16, 2021 11:55 PDT)

Sep 16, 2021

Jenny Haruyama
City Manager


Patricia Wieck (Sep 21, 2021 13:04 PDT)

Sep 21, 2021

Patricia Anderson Wieck
Human Resources Director

Alfonzo Moore
Alfonzo Moore (Sep 16, 2021 15:44 PDT)

Sep 16, 2021

Alfonzo Moore
Employee and Labor Relations Manager

Patrick O'Claire
Patrick O'Claire (Sep 21, 2021 11:17 PDT)

Sep 21, 2021


Patrick O'Claire
Finance Director

LETTER OF AGREEMENT – REMOTE WORK


The Union and the city agree to develop a (post COVID) remote work policy through an established cross organization committee. The policy, upon development and approval from the City Manager, will then be subject to bargaining in accordance with the parties' PECBA obligations.

Should state and federal COVID restrictions be lifted prior to the establishment of a remote work policy, the City may, with consideration of operational need, continue to allow employees to work remotely under the established COVID remote work policy.

FOR THE UNION:

DocuSigned by:

24F64146737A445...
Executive Director,
SEIU Local 503

FOR THE CITY:


Patricia Wieck (Oct 4, 2021 10:55 PDT)
Patricia Wieck
Oct 4, 2021

APPENDIX A - SALARY SCHEDULE
SEIU SALARY SCHEDULE -- July 1, 2021 through June 30, 2022

[illegible]

Object Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
185	06S	SEIU	N	Facilities Maintenance Technician	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
245	0401S	SEIU	N	Financial Services Specialist 1	20.71	21.74	22.84	23.97	25.18	26.43	27.75
	0401S				3589.47	3767.99	3958.53	4153.95	4363.75	4580.92	4810.10
248	06S	SEIU	N	Financial Services Specialist 2	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
195	06S	SEIU	N	Fleet Service Technician 1	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
163	0701S	SEIU	N	Fleet Service Technician 2	24.86	26.09	27.40	28.77	30.20	31.72	33.29
	0701S				4308.29	4523.03	4749.75	4986.18	5234.63	5497.58	5770.15
155	09S	SEIU	N	Fleet Service Technician Lead	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
145	11S	SEIU	N	GIS Analyst	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
148	0802S	SEIU	N	GIS Specialist	26.85	28.18	29.60	31.08	32.64	34.26	35.98
	0802S				4653.25	4884.86	5130.87	5386.58	5656.79	5939.04	6235.68
254	08S	SEIU	N	Graphics Designer	26.05	27.36	28.72	30.16	31.66	33.25	34.92
	08S				4515.77	4742.52	4978.91	5227.42	5487.94	5762.90	6052.35
121	11S	SEIU	N	Inspector, Building	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
128	11S	SEIU	N	Inspector, Electrical	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
118	1103S	SEIU	N	Inspector, Electrical Lead	34.90	36.65	38.48	40.40	42.42	44.54	46.77
	1103S				6049.47	6351.82	6669.40	7002.77	7352.70	7720.16	8105.99
124	09S	SEIU	N	Inspector, Engineering Construction	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
119	10S	SEIU	N	Inspector, Engineering Construction Lead	30.16	31.66	33.25	34.92	36.66	38.49	40.41
	10S				5227.42	5487.94	5762.90	6052.35	6353.93	6672.35	7005.25

Object Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
129	11S	SEIU	N	Inspector, Plumbing	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
127	1103S	SEIU	N	Inspector, Plumbing Lead	34.90	36.65	38.48	40.40	42.42	44.54	46.77
	1103S				6049.47	6351.82	6669.40	7002.77	7352.70	7720.16	8105.99
188	06S	SEIU	N	Inventory Control Technician	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
289	06S	SEIU	N	Judicial Assistant	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
260	08S	SEIU	N	Librarian	26.05	27.36	28.72	30.16	31.66	33.25	34.92
	08S				4515.77	4742.52	4978.91	5227.42	5487.94	5762.90	6052.35
264	09S	SEIU	E	Librarian, Senior	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
269	01S	SEIU	N	Library Assistant 1	17.01	17.86	18.75	19.69	20.67	21.71	22.80
	01S				2947.79	3094.94	3249.36	3413.33	3582.23	3763.17	3951.32
265	03S	SEIU	N	Library Assistant 2	18.72	19.65	20.64	21.67	22.75	23.90	25.08
	03S				3244.52	3406.09	3577.43	3755.93	3944.06	4141.89	4346.91
261	06S	SEIU	N	Library Assistant, Senior	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
288	04S	SEIU	N	Library Building Monitor	19.86	20.85	21.89	22.99	24.15	25.34	26.61
	04S				3442.33	3613.60	3794.53	3985.07	4185.32	4392.77	4612.28
295	08S	SEIU	N	Library Outreach Specialist	26.05	27.36	28.72	30.16	31.66	33.25	34.92
	08S				4515.77	4742.52	4978.91	5227.42	5487.94	5762.90	6052.35
263	05S	SEIU	N	Library Reference Assistant	21.17	22.23	23.34	24.51	25.73	27.01	28.36
	05S				3669.07	3852.39	4045.37	4247.98	4460.30	4682.24	4916.20
278	07S	SEIU	N	Permit Coordinator	24.24	25.45	26.73	28.07	29.46	30.94	32.48
	07S				4202.15	4412.04	4633.96	4865.61	5106.76	5362.50	5630.23
225	06S	SEIU	N	Permit Technician	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11

Object Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
181	09S	SEIU	N	Planner, Assistant	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
180	10S	SEIU	N	Planner, Associate	30.16	31.66	33.25	34.92	36.66	38.49	40.41
	10S				5227.42	5487.94	5762.90	6052.35	6353.93	6672.35	7005.25
226	05S	SEIU	N	Planning Technician	21.17	22.23	23.34	24.51	25.73	27.01	28.36
	05S				3669.07	3852.39	4045.37	4247.98	4460.30	4682.24	4916.20
134	09S	SEIU	N	Plans Examiner 1	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
150	1101S	SEIU	N	Plans Examiner, Structural	33.37	35.04	36.79	38.63	40.57	42.58	44.72
	1101S				5784.58	6073.01	6377.42	6695.35	7031.51	7381.24	7751.41
186	09S	SEIU	N	Program Coordinator	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
49	09S	SEIU	N	Program Coordinator - Public Works	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
186	09S	SEIU	N	Program Coordinator - Reprographics	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
294	0802S	SEIU	N	Project Specialist	26.85	28.18	29.60	31.08	32.64	34.26	35.98
	0802S				4653.25	4884.86	5130.87	5386.58	5656.79	5939.04	6235.68
110	09S	SEIU	N	Public Information Coordinator	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
176	07S	SEIU	N	Public Works Equipment Operator	24.24	25.45	26.73	28.07	29.46	30.94	32.48
	07S				4202.15	4412.04	4633.96	4865.61	5106.76	5362.50	5630.23
170	09S	SEIU	N	Public Works Lead	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
177	06S	SEIU	N	Public Works Technician	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
174	08S	SEIU	N	Records Management Specialist	26.05	27.36	28.72	30.16	31.66	33.25	34.92
	08S				4515.77	4742.52	4978.91	5227.42	5487.94	5762.90	6052.35

Object Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
132	09S	SEIU	N	Sign and Marking Lead	28.06	29.46	30.94	32.48	34.10	35.81	37.60
	09S				4863.14	5106.76	5362.50	5630.23	5910.03	6206.81	6517.97
246	07S	SEIU	N	Sign and Marking Technician	24.24	25.45	26.73	28.07	29.46	30.94	32.48
	07S				4202.15	4412.04	4633.96	4865.61	5106.76	5362.50	5630.23
216	1103S	SEIU	N	Supervising Electrician	34.90	36.65	38.48	40.40	42.42	44.54	46.77
	1103S				6049.47	6351.82	6669.40	7002.77	7352.70	7720.16	8105.99
239	03S	SEIU	N	Support Specialist 1	18.72	19.65	20.64	21.67	22.75	23.90	25.08
	03S				3244.52	3406.09	3577.43	3755.93	3944.06	4141.89	4346.91
221	05S	SEIU	N	Support Specialist 2	21.17	22.23	23.34	24.51	25.73	27.01	28.36
	05S				3669.07	3852.39	4045.37	4247.98	4460.30	4682.24	4916.20
213	06S	SEIU	N	Support Specialist 3	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06s				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
146	1103S	SEIU	N	Surveyor (PLS)	34.90	36.65	38.48	40.40	42.42	44.54	46.77
	1103S				6049.47	6351.82	6669.40	7002.77	7352.70	7720.16	8105.99
282	11S	SEIU	N	Sustainability Analyst	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
101	11S	SEIU	N	Traffic Signal Electrician	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
211	11S	SEIU	N	Traffic Signal Maintenance Lead	32.47	34.10	35.79	37.59	39.47	41.44	43.50
	11S				5627.79	5910.03	6204.35	6515.51	6841.17	7183.77	7540.71
215	03S	SEIU	N	Utility Worker	18.72	19.65	20.64	21.67	22.75	23.90	25.08
	03S				3244.52	3406.09	3577.43	3755.93	3944.06	4141.89	4346.91
162	10S	SEIU	N	Water Lead	30.16	31.66	33.25	34.92	36.66	38.49	40.41
	10S				5227.42	5487.94	5762.90	6052.35	6353.93	6672.35	7005.25
173	06S	SEIU	N	Water Distribution Technician I	22.60	23.73	24.91	26.16	27.47	28.85	30.28
	06S				3917.56	4112.92	4317.94	4535.09	4761.83	5000.61	5249.11
209	07S	SEIU	N	Water Distribution Technician II	24.24	25.45	26.73	28.07	29.46	30.94	32.48
	07S				4202.15	4412.04	4633.96	4865.61	5106.76	5362.50	5630.23

Object Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
178	07S	SEIU	N	Water Quality Technician II	24.24	25.45	26.73	28.07	29.46	30.94	32.48
	07S				4202.15	4412.04	4633.96	4865.61	5106.76	5362.50	5630.23

Classification title changes from previous contracts:

Old	New
Accounting Assistant	Financial Services Specialist 1
Accounting Specialist	Financial Services Specialist 2
Code Services Assistant	Code Compliance Officer
Computer Service Tech - Lead	Communications Analyst
Engineering Associate	Assoc In Engineering Public Works Equipment
Equipment Operator	Operator
Mechanic 1	Fleet Svc Tech 1
Mechanic 2	Fleet Svc Tech 2
Mechanic Lead	Fleet Svc Tech Lead
Operations Lead	Public Works Lead
Operations Technician	Public Works Technician
Program Coordinator - Events	Events Coordinator
Sign And Marking Tech 2	Sign And Marking Tech
Vector - Program Coordinator	Program Coordinator - Public Works
Coordinator	Vector - Program Coordinator
Water Distribution Equip Oper	Water Distribution Tech 2
Water Distribution Lead	Water Lead
Water Distribution Technician	Water Distribution Tech 1
Water Quality Technician	Water Quality Tech 2

Classification title no longer being used:

Accounting Assistant	Mechanic 1
Accounting Specialist	Mechanic 2
Arborist Lead	Mechanic Lead
Code Services Assistant	Operations Lead
Code Services Specialist	Operations Technician
Collection Systems Equip Operator	Permit Coordinator
Collection Systems Lead	Plans Reviewer - Engineering
Collection Systems Technician	Program Coord - Mediation Srvs
Communications Analyst	Program Coord - Red Light / Photo Radar
Computer Service Tech - Lead	Program Coordinator - Events
Court Systems Specialist	Program Coordinator - Sustainability
Cross Connection Inspector	Program Coordinator - Volunteer Serv
Engineering Associate	Police Dept
Engineering Project	Program Coordinator Volunteer Services PD
Coordinator	Project Analyst
Engineering Technician 4	Sign And Marking Tech 1
Equipment Operator	Sign And Marking Tech 2
Ethnic Minority Outreach Coord	Street Systems Technician
Events Coordinator	Traffic Signal Maintenance Technician
Facilities Maintenance Lead	Vector - Program Coordinator
GIS Technician	Vector Program Coordinator
Graphics Technician	Waste Reduction Program Coordinator

Landscape Technician
Library Aide - Branch
Library Aide 1
Library Aide 2
Library Assistant
Library Program Assistant

Water Customer Service Tech
Water Distribution Equip Oper
Water Distribution Lead
Water Distribution Technician
Water Quality Technician

□Type Or Press Hard with Ballpoint Pen □

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APPENDIX C – PREMIUM PAY MATRIX

PREMIUM PAY MATRIX

To qualify for premium pay the following positions must

hold at least one of the following additional certification(s):

	E-1&2	P-1&2	B/M 1&2	E-A level	P-A level	
Position to be paid as listed	4.50%	4.50%	4.50%	9%	9%	
Building Inspector	X	X		X	X	
Electrical Inspector		X	X		X	
Plumbing Inspector	X		X	X		
Lead Plumbing Inspector	X		X	X		
Lead Electrical Inspector		X	X		X	
Plans Examiner 1				X	X	
Plans Examiner 2				X	X	

In any case a 9% premium pay shall not be exceeded regardless of how many certifications are held by an employee.

E-1&2 = Residential electrical inspector certification

P-1&2 = Residential plumbing certification

B/M = One or more building and mechanical inspection certifications

E-A level = A-level electrical inspection certification

P-A level = A-Level plumbing inspector certification

APPENDIX D – LETTER OF AGREEMENT – Temporary Employees

The City and SEIU Local 503, OPEU (“the Union”) recognize a need to continue to utilize temporary employees to meet the interests of both parties. The parties agree to the following with respect to the City’s utilization of temporary employees:

1. It is not the intent of the parties to have temporary employees replace regular employees. The City may utilize temporary employees for special projects, seasonal work, or other temporary increases in workload due to emergency or short-term needs. Emergency and short-term needs include filling in for regular employees who are on vacation, in training and meetings, or on FMLA/OFLA, military or extended leave. Temporary employees may also be used to temporarily fill position vacancies until a regular employee can be hired into the position. Requests for temporary assistance under special or extenuating circumstances will not be unreasonably denied by the Union, such as those requests that arise due to third party demands or other unforeseen circumstances.
2. The City agrees to number temporary positions with the exception of library on-calls.
3. The City shall provide the Union a report of temporary employees within fourteen (14) calendar days of the request. The report will include temporary employee positions, position numbers, employees who have worked in those positions, and the hours each employee has worked in a position, and a description of the temporary job. The City shall separately budget for seasonal employees as “seasonal workforce.”
4. Limits on Usage of Temporary Employees
 - a) Temporary employees working within the scope of positions of the bargaining unit will not work in the same position in the same fiscal year for more than 1,040 hours, except as set forth below or as otherwise agreed to in writing with the Union. In extenuating circumstances, the City may lengthen a temporary assignment an additional 347 hours beyond the 1,040 hours with prior written approval of the Union. In the event an employee does work more than 1,040 hours in the same position in the same fiscal year without written approval, the Union may contest the additional hours by providing written notice to the Human Resources Director. Upon such notice, the HR Director will audit the hours worked, and if the hours exceed 1,040 in the same position in the same fiscal year, the City may either hire the employee as a regular employee or terminate the employee. If the employee is hired, the employee will be obligated to pay prorated Union dues for the hours worked beyond 1,040, or indicate that they will not join the union. This process precludes Article 27.
 - b) The parties agree that the 1,040 hour limit per fiscal year on temporary employees' hours shall not apply when the temporary employee is employed as a substitute for a regular full-time or regular part-time employee during an extended leave or period of light duty not to exceed two (2) years or as the parties may otherwise agree.

- c) Either the Union or the City can call a meeting every six months to review the contract language regarding the temporary, seasonal and limited duration employees. At that time, either side may propose modifications to the Letter of Agreement – Temporary Employees, but modifications must be accepted by both the Union and the City. Secondly, if the Union believes that the City has violated the Letter of Agreement – Temporary Employees, then the Union may immediately escalate the dispute to a meeting with the Human Resources Director and Mayor. If no resolution is reached at that level, the Union may refer the alleged violation to arbitration. If during the term of this CBA, in two separate arbitrations, the City is ruled to have violated the Letter of Agreement – Temporary Employees then the Letter of Agreement – Temporary Employees, dated April 13, 2017, shall immediately be reinstated and supersede this Letter of Agreement.
- d) On-call temporary employees will be used to fill in for regular employees who are absent due to vacation, illness, training, meetings, any of the aforementioned leaves of absence, or to temporarily fill a vacant position. On-calls are primarily used in the Library and for inspections in CEDD, but may be used in other City departments as well. Temporary employees in on-call roles are not limited in the number of hours they work, in the departments or programs in which they work, or in the length of time they work as an on-call temporary employee. Departments may use on-call employees without limitation as long as it is within the scope of what an on-call temporary employee is to be used for. See separate Library on-call use Letter of Agreement dated August 2012 for library on-call use.

5. Any employee employed on a temporary basis will be excluded from the bargaining unit. In addition, all seasonal employees, interns, student-work enhancement, and on-call employees are excluded from the bargaining unit. For purposes of this Article, all classes of employees described in this paragraph shall be referred to collectively as “temporary employees.”

6. Limited Duration Employees: The City may hire limited duration employees for a duration of up to two years. In the case of grant funded or bond funded positions, the City may hire limited duration employees up to the extent of the funding source depletion if agreed to by both parties. Employees who are in grant funded positions that are at least 50% funded by the City are considered regular employees.


Limited duration employees are considered regular employees and will be covered by the terms of this agreement except as specified below:

- Article 7 - Seniority
- Article 8 - Probationary Period
- Article 10 - Tuition Reimbursement
- Article 26 - Discipline and Discharge
- Article 31 – Layoff

Limited duration employees shall have access to the grievance procedure (Article 27) except to enforce rights provided for in the above-identified articles.


The City agrees to notify the Union whenever a limited duration employee is hired.

FOR THE CITY:


Patricia Wieck (Oct 4, 2021 10:55 PDT)

Patricia Anderson Wieck
Human Resources Director

FOR THE UNION:

DocuSigned by:

3/1/2021 10:55 AM

Melissa Unger
Executive Director

APPENDIX E - LETTER OF AGREEMENT – Library on-call use

This Letter of Agreement is entered into between the City of Beaverton and SEIU Local 503, OPEU.

All Library Divisions

1. The Beaverton City Library (Main and Branch) will use regular part-time and on-call staff to fill vacancies created by illnesses, vacations, medical appointments, family leave, military leave, approved extended leaves, jury duty, in-services, trainings, meetings and activities connected to trainings and meetings. This includes when lead workers or other workers take time from their regular schedule to train new employees or volunteers. Extra hours may be afforded to on-call staff so that a manager or lead worker can work with the employee for coaching or evaluative reasons.
2. Vacancies due to open positions will first be offered to regular part-time staff. On-call staff can be used if regular part-time staff does not fill the vacancy.
3. Extra hours worked by regular part-time employees will not cause them to work more than 8 hours in a day unless deemed operationally necessary by management.
4. When there is a special project or a seasonal library position, management will submit a requisition request outlining the length of the project and the duties through Human Resources and may utilize on-call workers to cover the special project or seasonal position or backfill regular staff who are covering the project. The Union will be notified when these requests are submitted.

Circulation and Branch Divisions Only

5. Management shall have the flexibility to schedule on-call workers in Circulation and Branch at times other than the scheduled hours missed within a two week period.
6. Project and seasonal work hours will be calculated separately than the hours used to cover absences in the schedule due to the reasons in paragraph #1.
7. When a regular part-time employee passes probation in the Circulation or the Branch Division, the division scheduler will ask about the employee's interest and availability in extra hours. Employees will inform their scheduler if their availability and/or interest in extra hours changes.
8. Additional hours at the Branch will be offered to part-time Branch staff first; however, exceptions can be made only to ensure that on-call staff have sufficient opportunities to keep their skills up-to-date, and to work the minimum number of hours to stay on the library

roster,

9. Library management will track the absences of regular staff and the use of extra hours by on-call and regular part-time staff, and will report the data quarterly at the request of the Library Labor-Management Committee or the Union.

The number of hours worked by on-call workers backfilling regularly scheduled hours will not exceed the total number of hours that regularly scheduled workers missed due to the reasons outlined under paragraph #1 and paragraph #8. Special project and seasonal position hours are excluded from this calculation..

10. Management will assess workload issues every year during the budget preparation cycle to determine the appropriate staffing levels. Upon request by the Union, the Library Director will respond in writing within 14 days to questions about staffing levels at the Library,

FOR THE CITY:


Patricia Wieck (Oct 4, 2021 10:55 PDT)

Patricia Anderson Wieck
Human Resources Director

FOR THE UNION:


DocuSigned by:


Melissa Unger
Executive Director

APPENDIX F- Letter of Agreement - Commercial Driver's License Class A (CDL) Review

The City and SEIU Local 503 ("the Union") recognize an operational need to have classifications that require Commercial Driver's License (CDL) endorsements. In the recent past, some individuals within these classifications have not been assigned to operate equipment or vehicles that are designated as 'CDL' vehicles. The City and the Union agree to create a cross-organizational committee to review CDL applicability and will, at a minimum, review classifications, usage, training and exercising CDL. Recommendations from the committee may result in a separate letter of agreement.

FOR THE CITY:


Patricia Wieck (Oct 4, 2021 10:55 PDT)

Patricia Anderson Wieck
Human Resources Director

FOR THE UNION:

DocuSigned by:



Melissa Unger