

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**CITY OF ASTORIA**

and

**CHAUFFEURS, TEAMSTERS & HELPERS,**

**LOCAL 58**

**(PUBLIC WORKS DEPARTMENT)**

*July 1, 2017 through June 30, 2020*

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**CITY OF ASTORIA  
PUBLIC WORKS DEPARTMENT**

THIS AGREEMENT is by and between the CITY OF ASTORIA, hereinafter referred to as the "City" or "Employer", and TEAMSTERS LOCAL # 58, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

**ARTICLE 1- RECOGNITION**

**1.1 Bargaining Unit Definition.** The Employer recognizes the Union as the sole collective bargaining agent representing all employees working in the collective bargaining unit hereafter referred to as the Public Works Department. The collective bargaining unit shall be all employees employed in the Public Works Department in any one of the classifications listed in the wage scale attached hereto, except that a temporary employee, who is defined as any employee who works less than one thousand (1,000) hours in any fiscal year, is excluded.

**1.2 New Positions.** The Union shall be notified of any new classification created within the Public Works Department within two (2) weeks of the date such classification was officially established. Any dispute regarding the representation status of such position shall be resolved in accordance with OAR 115-25-005.

**ARTICLE 2 - UNION SECURITY**

**2.1 Notification of Employment.** The City agrees to notify the Union, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, of the name of such employee, the employee's social security number, the position for which employed and the date of employment.

**2.2 Fair Share.** Employees who are not members of the Union shall make payments in lieu of dues and initiation fee to the Union. Such payment shall be the same amounts as provided for regular Union initiation fee, dues and assessments. The City agrees that it will deduct from the salary or wages of the employees in the bargaining units the in-lieu- of-dues payment required by this Agreement and pay such amount to the Union in the same manner as deducted dues are paid to the Union.

"Fair Share" deduction payments shall be made each succeeding payroll period for the life of this Agreement.

**2.3 Religious Objection.** Any employee who is a member of a church or religious body, having a bona fide religious tenets or teaching which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union to which the employee would otherwise be required to pay dues or make payments in lieu of dues. The employee shall furnish written proof to the City that this has been done.

**2.4. Check-Off.** The City agrees to honor the Union check-off system in whatever amount designated and in such manner as prescribed by law.

For such employees of the City who certify, in writing, that they authorize such deductions, the City shall deduct from the first paycheck each month the Union's dues in an amount not to exceed the Union provision in effect. Such amount shall be remitted promptly to the authorized officer.

For such employees of the City who certify, in writing, that they authorize such deductions and initiation fees shall be deducted by the City and promptly remitted to the authorized officer.

**2.5 Union Visits.** Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the City's work. Such Union Agent shall advise the City of his presence and his intended visit upon arrival at the City's establishment when he first enters the premises.

**2.6 Bulletin Board.** The City agrees to furnish and maintain suitable bulletin board space in convenient places in each work area to be used by the Union. The Union will limit matters posted to factual matters and notices concerning Union business.

**2.7 DRIVE Contributions.** The Employer agrees to deduct from the paycheck of any employee covered by this Agreement voluntary contributions for DRIVE. Before any deductions can be made, the employee must provide the Employer with a payroll deduction authorization form stating the weekly amount to be deducted from each of the employee's paychecks for the DRIVE contribution. The Employer's remittance will be made to DRIVE national headquarters on a monthly basis in one check.

### ARTICLE 3 - COMPENSATION

#### **3.1 Cost of Living.**

Effective January 1, 2018, the Public Works job classifications listed in the bargaining unit wage scale will be allocated to the next higher salary range in the City pay plan. (For example, Utility Worker I will move from Salary Range 18 to 19.)

Effective July 1, 2017, the wage rates for bargaining unit members shall be increased by two and a half percent (2.5%).

Effective July 1, 2018, the wage rates for bargaining unit members shall be increased two and three quarters percent (2.75%).

Effective July 1, 2019, the wage rates for bargaining unit members shall be increased two and three quarters percent (2.75%).

**3.2 Scheduled Movement.** Employees will move annually on the salary schedule based on satisfactory performance.

**3.3 Stability Pay.** Stability pay shall be paid to employees based on their length of employment with the City at the following rates. All percentages are of Step E of the employee's salary range, not to exceed Range 29, Step E.

5 to 10 years - 2%	15 to 20 years - 3.5%
10 to 15 years - 3%	20 years and over - 5.0%

**3.4 Shift Differential.** The position of Sweeper Operator shall receive a shift differential of one dollar (\$1.00) per hour when physically working on the job between the hours of 3:00a.m. and 8:00 a.m. Other employees working in the capacity of Sweeper Operator during the above hours shall receive the same shift differential.

**3.5 Pay Day.** Employees will be paid on the sixth (6th) day of the month. A partial payment or "draw" will be issued on the twentieth (20th) day of each month. If a regular pay day or draw day falls on a Saturday, paychecks will be distributed on Friday. If a regular pay day or draw falls on a Sunday, paychecks will be distributed on Friday. If a payday or draw day falls on a holiday, paychecks will be distributed on the last business day before the holiday.

**3.6 Payroll Deductions.** The present plan of payroll deductions shall remain in effect.

**3.7 Tool Allowance.** Each mechanic shall receive an eight hundred dollar (\$800.00) (tool allowance that shall renew every twenty-four (24) months. Such allowance shall be used to reimburse mechanics for purchases of new tools or equipment upon proof of purchase.

**3.8 Deferred Compensation.** Employees may elect to contribute by payroll deduction to a City deferred compensation plan. Contributions are made by employees on a pre-tax basis. Plan administration, benefits and elections are in accordance with the terms of the Plan documents.

#### ARTICLE 4 - VACATIONS

**4.1 Accrual.** Hours are accrued on a monthly basis and are earned in hourly amounts as shown below. Hours may be accrued up to a maximum of two hundred forty (240) hours.

<u>Years of Service</u>	<u>Hours Earned per Month</u>
0 to 5 years	8.00 hours per month
5 to 10 years	10.00 hours per month
10 to 15 years	11.34 hours per month
15 to 20 years	13.34 hours per month
20 plus years	16.67 hours per month

Part-time employees shall accrue vacation and sick leave on a pro rata basis which shall be based upon the relationship their regular work schedule bears to that of a full-time (40 hours per week) employee.

ARTICLE 5 - HOLIDAYS

5.1 **Designated Holidays.** The following are designated holidays:

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	1/2 day before Christmas
July 4th	Christmas Day
Labor Day	

5.2 **December 24th.** It is the City's policy to remain open for business the morning of December 24<sup>th</sup>.

5.3 **Holiday Observation.** When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed. Veterans who are scheduled to work on the date Veterans Day is observed and who request that day off while working at least five (5) days prior to the Veterans Day weekend shall be granted the day off except in cases of undue hardship.

5.4 **Holiday Pay.** Employees who are off on a holiday shall receive their regular pay for the day. If an employee performs work on a holiday, he/she shall receive one and one-half (1 1/2) times their regular pay for work actually performed in addition to their holiday pay.

Part-time employees shall receive holiday pay for those holidays which are observed on the employee's regularly scheduled workdays. The amount of holiday pay shall be equivalent to the employee's regular pay for such days.

ARTICLE 6 - SICK LEAVE

6.1 **Purpose.** To allow paid leave for an employee who is too ill to work in the form of sick leave as a short term, City funded disability protection.

6.2 **Accrual.** Full-time employees accrue sick leave at the rate of eight (8) hours per month and the maximum accrual is two thousand eighty (2,080) hours.

Part-time employees, who work at least twenty (20) hours per week, accrue sick leave in an amount proportionate to that which would be accrued under full-time employment. The maximum accrual is also prorated based upon the number of hours normally worked.

6.3 **Accrual During Leave.** Employees accrue sick leave benefits for any period during actual work and/or while on paid status. This includes an injured worker who is receiving time loss and is receiving City paid sick or vacation time.

6.4 **Eligibility.** To be eligible to earn and accrue sick leave, an employee must work one (1) month and at least twenty (20) hours per week. To be credited sick leave benefits during a partial

month of work (including eligible non-work hours or paid leave and injured worker time loss), the employee must work or be in paid status at least eighty (80) hours during the month.

**6.5 Notification.** Employees are required to notify their immediate supervisor of intent to use sick leave as soon as possible, but in no event later than their starting time.

For a temporary disability which is predictable, the employee should give his/her immediate supervisor sufficient notice to plan for staffing during the employee's absence.

**6.6 Medical Leave Without Pay.** Earned sick leave accruals must be exhausted prior to taking an unpaid medical leave of absence. An employee may use vacation or compensatory time when sick leave is exhausted. This must be requested in writing to the Human Resources Department.

**6.7 Long-Term Leave Notice Requirements.** To maintain employment status while on sick leave in excess of fourteen (14) calendar days, an employee must maintain a current physician's statement on file with the Human Resources Administrator and must call in to the Human Resources Department a minimum of every fourteen (14) calendar days. For purposes of convenience, the employee may deliver these communications to the immediate supervisor who will then contact the Human Resources Department. The employee must notify the immediate supervisor as soon as the attending physician releases the employee to return to work and a signed work release must be provided to the immediate supervisor on or before the date of the first day back to work.

**6.8 Utilization.** Employees may utilize their accumulated sick leave for the following purposes:

On or off-the-job illness or injury which renders the employee unable to perform his/her work duties. In the event of an on-the-job illness or injury, an employee will be charged one-third (1/3) of a sick day per eight (8) hours of illness or injury.

Medical or dental appointments which cannot reasonably be scheduled during non-working time.

Each employee shall be allowed to use sick leave for an illness or injury in the employee's immediate family. Criteria to be met are that the employee's presence must be required and a doctor's note to that effect may be required. For the purpose of this section, the immediate family means - mother, father, spouse, children, siblings or mother and father-in-law of the employee. A person or persons residing in the employee's home may be considered an immediate family member. The determination of family member in these instances will be made by the City Manager or designee. The City retains the right to require a doctor's note for authorization of sick leave.

Death of a member of the immediate family (spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, and step-children). In the event of the death of an immediate family member, the employee will be allowed to take accumulated sick leave credits not to exceed three (3) working days. An additional two (2) days sick leave will be allowed for necessary funeral travel time upon approval of the immediate supervisor.

Employees shall be allowed to use one (1) day of sick leave to attend the funeral of the employee's aunts, uncles, nephews and nieces.

In the event an employee requests compassionate leave for family or friends not defined above, such leave will be granted and employees will be required to utilize compensatory or vacation time. If the employee has no accumulated time, he/she may request leave without pay.

**6.9 Retirement.** An employee who retires with at least ten (10) full years of continuous service with the City and who is at least age fifty-five (55) at time of retirement, will be paid within fifteen (15) days following retirement, subject to appropriate tax withholdings, the value of one-half (50% or 1/2 ) his/her accumulated unused sick leave up to maximum accumulation of eight hundred (800) total hours and up to a maximum of four hundred (400) hours times the employee's base wage at the time of retirement.

For this purpose and the application of this entitlement formula, total accumulation cannot exceed eight hundred (800) hours with reimbursement at a maximum of four hundred (400) hours. This Article 6.9 shall not be interpreted or applied to reduce an entitlement to a particular employee under PERS rules, nor to create a retirement benefit to which a particular employee is not entitled.

#### ARTICLE 7 - OTHER LEAVES

**7.1 Leave Without Pay.** The City will consider a written application for leave of absence without pay for personal reasons not protected by federal or state laws. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City.

Employees on leave without pay, for any reason, shall not accrue any benefits.

**7.2 Personal Leave.** Each employee will be provided with one (1) day; eight (8) hours of personal leave per year. In recognition of work in adverse weather conditions an additional two (2) hours of personal leave per year is granted. Personal leave shall not be accumulative.

**7.3 Family Medical Leave.** The City will maintain policies that comply with Oregon and federal medical leave laws.

## ARTICLE 8 - HOURS AND PREMIUM PAY

**8.1 Work Week.** The full-time workweek shall normally consist of five (5) eight (8) hour days, Monday through Friday. Employees normally will receive two (2) consecutive days off. The City's workweek shall begin 12:01 a.m. on Monday and end at Midnight on Sunday.

During May 1 through August 31 of each year the work week may consist of four (4) ten (10) hour days for grass mowing and street sweeping functions, and depending on weather conditions for the street painting function. The designation of a four (4) ten (10) hour work week for specified functions is for the purpose of increasing efficiency; the scheduled days off will be established by management.

All hours worked in excess of ten (10) hours in the employee's work shift or an excess of forty (40) hours in any work week shall constitute overtime work and shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Payment of sick leave, funeral leave, vacation pay and holiday pay for normal scheduled days shall be ten (10) hours during periods when an employee is scheduled to work a 10 hour shift.

**8.2 Meal Periods.** Employees will be entitled to a thirty (30) minute non-paid meal period during each full shift scheduled between the third and fifth hour of the shift.

**8.3 Rest Periods.** Employees will be entitled to a fifteen (15) minute paid rest period during each half shift as approved by the City.

**8.4 Overtime.** Work performed in excess of forty (40) hours in a workweek or eight (8) hours in a workday shall be considered overtime and will be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. By mutual agreement of the employee and the City the above requirement for overtime after eight (8) hours of work in one (1) day may be waived.

Management shall make a reasonable effort to give employees timely notice on available overtime.

Without hampering department efficiency, management shall make a reasonable effort to offer bargaining unit employees overtime work prior to overtime opportunity being offered to temporary employees or supervisors, as long as the bargaining unit employees possess the capability to perform the work. A reasonable attempt is one (1) phone call or personal contact.

Employees who work a minimum of two and one half (2.5) hours of unscheduled overtime between nine (9) and three (3) hours before the employee(s) regular scheduled shift and receive less than eight (8) hours off prior to their regular scheduled start time shall be compensated as if they worked for any overlap of the eight (8) hour period with their regular scheduled shift while off on an eight (8) hour rest period. The intent of this contract paragraph is to provide personnel who have been called out for substantial work at night adequate rest before reporting for the next regular work day. An exception to this allowance will be made in cases where a lack of qualified personnel requires that the employee(s) remain on shift. In such cases, the employee(s) will be released either when the emergency subsides or when qualified personnel become available for

relief. Also should the employee be required to continue working into his regular shift, the employee will continue to be paid at the overtime rate until released.

**8.5 Call-Out.** Any employee recalled after completion of his/her regular shift or on his/her day off shall be guaranteed a minimum of two (2) hours pay at the overtime rate. An employee shall be permitted to leave after the emergency has been resolved for which he/she was called. In instances where the task for which the employee is called out (requested or directed to perform work) is accomplished by telephone or by remote access (e.g. by computer), or, in instances where the employee does not physically respond to the job site, the employee shall be paid a minimum of thirty (30) minutes of compensation at the overtime rate; any subsequent call-outs that occur within the thirty (30) minute compensated period will not trigger an additional thirty (30) minutes of compensation.

**8.6 Meal Allowance.** For each (4) hour block of unscheduled overtime, the City will pay a meal allowance of twenty dollars (\$20.00) in cash.

**8.7 Standby Time.** For employees required to standby, the pay shall be for actual time on standby. Pay shall be at employee's regular rate of pay.

**8.8 Shift Change.** The City must give seven (7) days' notice prior to any shift change except in an emergency, or by mutual agreement.

**8.9 Responsibility Pay.** Any employee who is assigned to act in the capacity of a supervisor for four (4) or more consecutive hours shall be paid at the supervisors' rate of pay or ten percent (10%); whichever is less, while so assigned. An employee receiving responsibility pay will not receive both responsibility pay and the Water Source Operator Premium.

**8.10 Water Source Operator Premium.** Any qualified employee who is assigned to cover responsibilities of water source operator will receive a premium of ten percent (10%) in addition to their base rate of pay.

## ARTICLE 9 - HEALTH AND WELFARE

**9.1 Health/Dental/Vision.** The City shall continue to provide ninety-five percent (95%) of the medical and dental premium for the employee and dependents, through CCIS (City County Insurance Services) for BlueCross BlueShield of Oregon Co-Pay Plan A medical, VSP vision insurance and ODS Dental Plan II dental insurance. There shall be no cash option to employees who elect not to enroll for health care coverage for themselves, spouse or children.

The parties agree to and shall bargain in good faith on an expedited basis upon request of either party concerning impacts of the Affordable Care Act or comparable legislative or rule requirements which result in an increase in premium, increases in benefits and/or plan design, other cost increases, or the imposition of a tax to be paid on the value of health care benefit related costs and contributions. In this event, should the parties not resolve the subjects of bargaining, either party may declare the contract term to be ended and the bargaining at impasse, such that the matters in dispute, shall be resolved as provided by law in the case of impasse

following expiration of the contract provided that the parties shall engage in the mediation process.

Employees hired prior to July 1, 1990 who retire on or after age sixty (60), are eligible for extended medical/dental/vision benefits from the City in accordance with this Agreement. Employees' entitlement to retiree medical coverage shall be in accordance with and subject to CIS Trust rules and the terms of CIS insurance policies. The City's cost of retiree medical coverage shall not exceed the City cost for active members for the same tier of benefit elected by the employee in the plan year of retirement, and the retiree may not elect a higher tier of benefit. The retiree coverage described in this paragraph shall be for a maximum of five (5) years and shall end sooner for the retiree or for an eligible family member from and after the date such employee or family member becomes eligible for Medicare (each becomes ineligible for CIS retiree coverage upon Medicare eligibility, and the other may continue as CIS participant until ineligibility due to Medicare or duration of this retiree coverage entitlement, whichever occurs first).

**9.2 Option Not to Enroll.** An employee may elect to disclaim health insurance coverage and not enroll provided that this is accomplished in accordance with CIS Trust administrative rules. In the event of a qualified status change (that is, a loss of other family health insurance coverage), an employee may enroll provided that the enrollment occurs within thirty-one (31) days of the loss of coverage, to the extent not prohibited by CIS rules.

**9.3 Life.** The City will pay the life insurance premium for group coverage in the amount of fifty thousand dollars (\$50,000) for all employees. The benefits provided are defined by the insurance plan documents as they may be amended periodically by the group life insurance carrier.

**9.4 Retirement.** The City is a PERS employer and contributes to PERS in accordance with law and PERS rules for the retirement benefits of all employees. Employees shall contribute six percent (6%) of PERS subject wages as defined by law by payroll deduction.

**9.5 Section 125.** Employees are able to voluntarily contribute by payroll deduction to a pre-tax flexible spending account in accordance with the terms of the Plan documents and the Internal Revenue Code, in order to pay eligible medical expenses on a pre-tax basis.

## ARTICLE 10 - SENIORITY

**10.1 Defined.** Seniority is hereby defined to mean the length of continuous service with the City from the employee's last date of regular hire. When making personnel assignments for the following: 1) holiday work; 2) overtime, and 3) shifts; ability along with seniority, qualifications, and department efficiency will be considered.

**10.2 Promotions.** In making promotions, when all of the management criteria for selection are equal; as determined by management, seniority will be the determining factor.

**10.3 On-Call.** The on-call procedure is intended to provide the citizens of Astoria with a timely response to short term emergency situations.

Management will post a signup sheet during the 1<sup>st</sup> five (5) working days of each month for all qualified Utility Worker I, Utility Worker II, Senior and Lead Utility Workers to commit to be on week long on-call duties relating to water, street, and sewer events for the following month.

On-call assignments shall be designated in weekly increments, and shall commence and end at the start of dayshift on Wednesday. The name of the employee on-call will be provided to dispatch by Management. While on, on-call assignment, the employee will carry a City provided cell phone so they will have freedom of movement and may be reached with the least inconvenience to both parties. A City logoed vehicle will be provided for commuting to and from work during the assigned week for on-call duties only.

The on-call employee must answer all phone calls from dispatch and respond onsite within a reasonable time. If additional personnel are needed, the on-call employee will contact other crewmen based on ability, seniority, qualifications and department efficiency.

The compensation for seven days of being on-call, above and beyond any other call-out compensation will be two hundred seventy-five dollars (\$275). On-call pay is not payment for hours worked and may not be converted to compensatory time. During the week of on-call duties the employee is not eligible for scheduled overtime unless assigned by a supervisor in an emergency. Wastewater Plant Supervisor and Wastewater Treatment Plant Operator shall also be eligible for on-call assignment as determined by the City and shall be compensated two hundred seventy-five (\$275) per week while assigned.

The most senior employee who signs up shall be entitled to the on-call assignment for the week(s) selected. If no one signs up for a particular week, then the least senior qualified employee will be assigned and shall be required to accept the on-call assignment for the week, provided however that no employee may be required to fill the on-call assignment involuntarily more than two (2) consecutive weeks. If a least senior employee who would be required to accept the on-call assignment has a conflict due to pre-arranged training or pre-approved vacation, the obligation to fulfill the on-call assignment shall be determined in inverse order of seniority.

In situations where an employee assigned on-call desires to be relieved of on-call responsibility for any portion of the on-call assignment, it shall be the employee's responsibility to find a substitute and inform management of the substitution.

In the event the employee on-call is called in to work, the employee will be compensated in accordance with Section 8.5 of this Agreement relating to call-out.

**10.4 Layoff.** Regular employees shall be laid off in inverse order of hire within a department as long as the remaining employee is capable of performing the available work without further training by the Employer.

**10.5 Recall.** When employees are laid off, they shall maintain their seniority rights during the layoff not to exceed twenty-four (24) months. Employees being called back to work after a layoff and within the twenty-four (24) month recall period shall be given a two (2) week notice of such return by certified mail.

**10.6 Seniority List.** A seniority list shall be prepared by the City when requested by the Union, but not more often than each six (6) months, for all employees covered by the Agreement and a copy will be sent to the Union.

**10.7 New Employees.** New employees hired on a regular basis must successfully serve a six (6) month probationary period prior to being granted seniority and regular status. Employee seniority date shall be determined by the last date hired as a regular employee.

The Union recognizes the right of the City to terminate probationary employees for any reason deemed sufficient by the City, and any such termination shall not constitute a violation of this contract and shall not be subject to the grievance procedure.

Promotion within a department shall require a six (6) month probationary period. During such probationary period, the employee shall continue to enjoy all rights and protections afforded by this Agreement, including those provided for in Article 12 -Discipline and Discharge, except that the employee shall upon his/her own initiative have the right to return to the position he/she held prior to the promotion and the City shall also have the right to return the employee to his/her prior position.

**10.8 Job Bidding.** All vacancies and new positions, within the bargaining unit, shall be furnished to the staff and the Union through a written notice as far in advance of the date of opening of any vacancy or new position as possible. Said notice of new position shall clearly set forth the qualifications for the position. Selection of an employee for a promotion (or lateral transfer) is based on past work record, education, knowledge of the job duties, skills and abilities to do the job.

## ARTICLE 11 - GENERAL PROVISIONS

**11.1 Job Description.** All employees covered by this Agreement shall receive a job description upon entry into the City service, change of status, or changes made in their job description(s).

**11.2 Maintenance of Standards.** During the term of this Agreement, no employee shall be deprived of any benefit or working condition not contained herein that is a mandatory subject of bargaining as provided by State statute. If the City desires to change such benefit or working condition, not referenced herein, it may only do so by negotiation as provided by State statute.

**11.3 Non-Discrimination.** All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**11.4 Travel Reimbursement.** It is the policy that City-owned vehicle should be used any time an authorized employee travels on official business for the City. Should a City- owned vehicle not be available, the employee must receive prior authorization from his/her supervisor to use a privately owned vehicle.

When an employee has been given prior authorization to use a privately owned vehicle because a City-owned one is unavailable, the City will provide reimbursement for all costs of operation of such vehicle, including insurance, at the IRS Standard Mileage Rate.

If a City-owned vehicle is available but the employee chooses to use a privately owned vehicle and the employee receives prior authorization from the supervisor to use such vehicle, the reimbursement for the costs of operation; including insurance, will be seventy-five percent (75%) of IRS mileage rate.

The reimbursement for use of a privately owned vehicle in all cases is deemed full consideration to the employee for use of the vehicle. The City does not have "non-owned" vehicle insurance coverage. Authorized employees are to provide their own collision, and/or property damage insurance on the privately owned vehicle.

**11.5 Hazardous Work.** The City agrees to provide any necessary training and equipment to the employees when required to perform hazardous work or handle hazardous materials.

**11.6 Licenses.** The City will bear the expense of meeting driver's license requirements imposed by the State that are required for employees in their job assignments, other than the basic driver's license.

**11.7 Evaluations.** A copy of the individual's evaluation sheet shall be given to the employee at the time of said evaluation after completion and signing by all required parties.

**11.8 Protective Clothing.** The Employer shall supply special articles of clothing on an as needed basis such as rain gear, gloves, hip or knee boots, overalls, and all OSHA required articles.

**11.9 Eye Glasses.** The City will replace eyeglasses damaged on the job through no negligence on the part of the employee for cost of such glasses, not to exceed three hundred dollars (\$300.00).

**11.10 Safety.** The City is committed to providing and maintaining a safe workplace as defined in the City's Safety and Health Policy of 1991. The employees in each department shall elect a representative to the Safety Committee.

**11.11 Drug and Alcohol Policy.** Parties to this Agreement will abide by the City's Alcohol and Drug Policy.

**11.12 Aquatic Center Pass.** The City shall provide an Aquatic Center Pass to any full-time bargaining unit member for the employee's use upon application of the employee. This benefit shall be valued and reported by the City as a taxable non-wage benefit as required by the IRS regulations and guidance. In the event Aquatic Center Pass benefits are reduced or eliminated for the police and fire bargaining units, the City may adjust or eliminate this benefit for bargaining unit members in order to maintain City-wide consistency for Aquatic Center Passes without further bargaining concerning the decision or impacts of the decision.

## ARTICLE 12 - DISCIPLINE AND DISCHARGE

**12.1 Standard.** Discipline shall be for just cause, including progressive discipline when appropriate. Discipline means written reprimands, suspension without pay and reductions in pay, demotion and discharge. Corrective action such as counseling, verbal warnings and work plans do not constitute discipline and are not subject to grievance. In the event an employee disagrees with facts stated in discipline documentation filed in the personnel file, the employee may submit a factual response which shall be retained with the discipline documentation.

The parties recognize that effective corrective and disciplinary action is administered on a timely basis, and will cooperate toward achieving that end.

**12.2 Due Process.** When the City determines that a suspension without pay, demotion or dismissal may be the appropriate action to be taken against a regular employee, the following process shall be followed:

1. The employee shall be notified of the charges that are the basis for possible disciplinary action and the range of discipline under consideration;
2. The employee will be given an opportunity to refute the charges or offer any extenuating or mitigating circumstances either in writing or orally in an informal hearing before a decision as to the specific disciplinary action to take, if any, is made by the City. At his/her request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

## ARTICLE 13 - GRIEVANCE PROCEDURES

**13.1 Grievance Procedure.** The employee and the Union may grieve a violation of this Agreement in the following manner:

**Step 1.** Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee or the Union shall make a good faith attempt to resolve the dispute informally with the employee's immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of a discussion with the employee and/or a Union representative.

**Step 2.** The employee or Union representative shall file the grievance in writing with the City Manager within ten (10) days from the employee's receipt of notification of the disciplinary action or the discussion at Step 1. The written grievance shall include:

- A. Name of the employee on whose behalf the grievance is sought.
- B. A clear and concise statement including all dates and facts necessary to give a full and objective understanding of the employee's position and sections of the contract violated.
- C. The remedy sought by the employee.

D. The Union representative or employee's signature and date.

The City Manager shall respond to the employee, in writing, within ten (10) days from the receipt of the written grievance.

**Step 3.** If the employee is dissatisfied with the City Manager's decision, the Union representative, within ten (10) days of receipt of the City Manager's decision, shall submit a non-disciplinary grievance to the City Council for a timely hearing. If the City Council elects not to hear the non-disciplinary matter or if they hear it and their decision is not acceptable to the aggrieved party, the matter shall be referred to a Joint Conference Board comprised of two (2) persons selected by the Union and two (2) persons selected by the City. Board participants may not be employees of the Local Union or of the City. The Board will hear the facts of the case at a mutually agreeable date and time and will be required to render a decision at the end of the hearing or within a time frame agreed upon by the parties.

The decision of the Board in any grievance shall be final and binding unless it is deadlocked. In the event the Board is split two (2) and two (2) as to the merits of the grievance, the Union may proceed to arbitration.

In the case of disciplinary grievances, if the employee is dissatisfied with the City Manager's decision, the Union Representative, within ten (10) days of the City Manager's decision, may move the disciplinary grievance directly to Step 4 for arbitration by notifying the City Manager and requesting a list of arbitrators from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of the City Manager decision.

**Step 4.** Within seven (7) days of a deadlocked decision from the Board, or, in the case of a disciplinary grievance, the Union may pursue the grievance to arbitration by notifying the City Manager of their intent to proceed and requesting a list of seven (7) arbitrators from the FMCS, provided such arbitrators are Oregon or Washington residents and are members of the National Academy of Arbitrators. The parties shall mutually select the arbitrator from the list by alternately striking a name until one (1) name remains. The party to strike the first name shall be determined by a coin toss. The striking shall be conducted no later than ten (10) days from receipt of the list.

The decision of the arbitrator shall be requested in writing no later than thirty (30) days from final hearing and shall be binding on both parties. The arbitrator shall have no authority to add, delete or modify the contract or personnel policies which have been duly adopted by the City with fourteen (14) day notice for mid-term bargaining to the Union.

**13.2 Time Limits.** Any or all time limits specified in this grievance procedure may be waived by mutual consent of the parties. In the event the employee or the Union fails to submit the grievance in accordance with these time limits, without a waiver, they shall not be entitled to bring the grievance before the Joint Conference Board or an arbitrator. In the event the City fails to meet the time limits, the employee/union may move the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the employee

that he/she does not wish to pursue the matter further. Days, as used in this Article, shall be defined as Monday through Friday and excluding any day of holiday observance as specified in Article 5- Holidays, hereof

**13.3 Probationary Employees.** Probationary employees shall not be entitled to utilize this grievance procedure in any discipline matter and may not grieve or appeal dismissal from employment.

**13.4 Costs.** Expenses for the arbitrator shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings before the Joint Conference Board or before the arbitrator, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator or the Board. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If meetings, hearings and conferences are held during an employee's regular work hours, no loss of pay or benefits shall be suffered during regular work hours. It is understood that the City shall not incur overtime liability as a result of such meetings, hearings or conferences.

#### **ARTICLE 14 - SEVERABILITY**

**14.1** It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, such provisions shall be superseded by the appropriate provisions of such laws or regulations so long as same is in force and effect.

#### **ARTICLE 15 - MANAGEMENT RIGHTS**

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

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

**15.3** The Employer may establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and

procedures. It is jointly hereby recognized that the Employer must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

**ARTICLE 16 - DURATION**

**16.1** The length of this contract shall be from July 1, 2017 through June 30, 2020 and shall continue year to year thereafter unless written notice of desire to terminate or modify the Agreement is served by either party upon the other no later than January 1, 2020, or any subsequent January 1<sup>st</sup>.

SIGNED this 20 day of October, 2017.

CITY OF ASTORIA

TEAMSTERS LOCAL NO. 58  
(PUBLIC WORKS)

BY: *Arlene Lamear*  
MAYOR

BY: *[Signature]*  
BUSINESS REPRESENTATIVE

BY: *[Signature]*  
CITY MANAGER

PREPARED BY & APPROVED AS TO FORM:

*Akin Blitz*

Akin Blitz, Labor & Employment Counsel