

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2043

July 1, 2023 – June 30, 2026



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AGREEMENT AND PURPOSE

THE PARTIES OF THIS AGREEMENT are the CITY OF LEBANON and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO local 2043, hereinafter named City and Union respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement. Changes that directly impact any provision of this agreement, or any subject of mandatory collective bargaining, may become eligible for impact bargaining.

The City will notify the Union, in writing, at least 30 days prior to the effective date of any planned changes to the City's Employee Handbook. Those changes that directly impact any provision of this agreement, or any subject of mandatory collective bargaining, shall become eligible for impact bargaining. The Union must notify the City, in writing, within ten (10) workdays of their desire to bargain. Failure to provide timely notice of objection to the City (i.e., prior to the proposed effective date) will result in an automatic bar, or waiver, to raising any future objections or request for impact bargaining.

ARTICLE 1: RECOGNITION

Section 1. Represented Employees

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time (forty hours per week or more), and part-time (twenty hours to thirty-nine hours per week) employees, with respect to matters relating to wages, hours and working conditions, hereinafter referred to as employees or bargaining unit employees. This recognition does not apply to employees currently represented by other labor organizations, employees in supervisory positions, confidential employees, temporary employees, interns, apprentices, or employees defined by law or as determined by the Employment Relations Board to be ineligible for inclusion in a bargaining unit, the Maintenance Apprentice Program, and persons hired under a specific state or federally funded government program lasting for one (1) year or less, such as Jobs Plus, RARE, etc., are specifically excluded from the Union contract. Those employees hired under a state or federally funded program, and who subsequently become AFSCME local 2043 members, shall be excluded from the benefits provided by Article XV of this agreement, in the event state and/or federal job funding ceases.

Section 2. Temporary Employee

An employee hired to work on a temporary basis shall not work more than six (6) months in any one particular position in a twelve (12) month period. The six (6) month duration of a temporary hire may be extended with agreement of the Union. Temporary employees will not work more than 40 hours in a week, unless bargaining unit employees have declined or are otherwise unavailable for overtime. Temporary employees are not entitled to fringe benefits described in this contract (i.e. paid holidays, paid vacation, paid sick leave, etc.). The City has the right to hire temporary employees as the City may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis, to cover for employees who are utilizing sick

leave, vacation time and paid or unpaid leaves of absence, to cover work requirements in unanticipated or unexpected circumstances or to carry out work in a shortage of personnel situation as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the forty (40) hour and six (6) month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. The City may not hire any temporary employee, for the purpose of laying off or eliminating any-bargaining unit positions. Temporary employees are intended to supplement the work force, or to fill-in for bargaining unit employees on any excused leaves.

Section 3. Division of Labor

Work presently performed by members of the bargaining unit shall not be transferred out of the bargaining unit without providing the Union written notice, information, and the opportunity to bargain the proposed action, except for work that has been subject to the process outlined in the Memorandum of Understanding that is included as part of this contract. This provision does not preclude continuation of current practices or that which would have a deminimus impact upon the members of the bargaining unit.

ARTICLE 2: NONDISCRIMINATION

This agreement shall apply equally to all members of the bargaining unit, without regard to race, age, religion, color, sex, national origins, genetic makeup, physical or mental disability, gender identity, sexual orientation, or any other status or activity protected by law. The Union and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure. All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include both male and female employees.

ARTICLE 3: UNION RIGHTS

Section 1. Checkoff

- a. The City agrees to deduct the uniformly required Union membership dues and other monies each pay period from the pay of those employees who have authorized such deduction in writing.
- b. The amounts so deducted shall be remitted on a monthly basis to the local Union, or as designated by the Union, with a list of the employees subject to the deduction.
- c. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Union and the City agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 2. Business Representatives

Upon reasonable notice and proper introduction to management, official union representatives may be allowed access to the work area. Such visits shall be confined to lunch and break periods and shall be attended by not more than two authorized union representatives at one time. At no time shall visits cause an interruption of work. The Union shall provide the City with an updated list of authorized representatives within two weeks following a change in any represented position.

Section 3. Stewards

- a. Employees who are also Union representatives will be allowed time away from their work assignments without loss of pay when required for the specific purpose of adjusting or avoiding grievances under the procedures defined in the grievance procedure of this Agreement.
- b. The City may change the time of the meeting if the steward's absence from work would, in the City's judgment, constitute an undue disruption of work.
- c. Except as provided above, and in Section 5 below, all time taken off by stewards shall be without pay.

Section 4. Bulletin Boards

The Union will be allowed use of adequate space on City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meeting, Union social and charitable activities, and posting of official Union publications.

Section 5. Union Negotiation Team

The Union's negotiation team, to be comprised of no more than three (3) on-duty employees, shall be permitted to attend negotiation sessions with the City without loss of their regular pay relative to securing a contract renewal, but shall not require the City to pay overtime should the negotiations extend past the employee's normal quitting time.

Section 6. Contract Distribution

The City shall provide an electronic copy of the Agreement to all bargaining unit members at no cost to the Union.

Section 7. Access/Use of City Facilities and Equipment

The Union shall be authorized to enter an approved City area or facility for the purpose of conducting Union business. The Union may also use City owned equipment, as necessary, to facilitate the conduct of Union business. Use of equipment does not include the use of materials and supplies purchased by the City.

ARTICLE 4: HOLIDAYS

Section 1. Holidays

a. Legal Paid Holidays

The following are Legal Paid Holidays:	
New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th
If an employee's normally scheduled days off are Saturday and Sunday, the following applies:	
(1) If the holiday falls on a Saturday, then the preceding Friday shall be the holiday.	
(2) If the holiday falls on Sunday, the following Monday shall be the holiday.	
(3) If Christmas Eve falls on a Sunday, the previous Friday shall be the holiday.	
(4) If Christmas Eve falls on a Friday, the previous Thursday shall be the holiday.	
(5) If an employee's normal days off are other than Saturday and Sunday and the holiday falls on one of the scheduled days off, the employee shall be able to take an alternative holiday at the mutual convenience of the employee and the City.	

b. Holiday Pay

All bargaining unit members shall receive eight (8) hours of holiday pay for all scheduled holidays, regardless of their work schedule, provided that:

1. Those bargaining unit members whose normal work shift is longer than 8 hours a day, may use personal holiday, comp time or vacation time in order to be paid a full forty (40) hours for the work week in which a holiday is taken. Those employees having no paid leave time available may with their supervisors' approval, flex their schedule to work an extra two hours during a holiday week, but no such additional, approved flex hours shall qualify for overtime pay. Any leave time used on the

holiday to bring the total hours for the holiday up to the usual shift hours will count as time worked hours for the purpose of calculating overtime or compensatory time.

- i. An employee is eligible for holiday pay from date of hire but must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave.
- ii. If an employee is on authorized vacation or sick leave with pay when a holiday occurs, such holidays shall not be charged against such leave.
- iii. Eligible employees shall receive eight (8) hours pay for each of the holidays listed in Section 1 on which they perform no work. Part-time employees shall have the holiday hours prorated to position FTE. Employees required to work on a recognized holiday shall be compensated for all hours worked on the holiday at one and one-half (1-1/2) times the established straight time rate, in addition to their regular holiday pay. Employees required to work on Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day shall be compensated for all hours worked on those holidays at two (2) times the established straight time rate, in addition to their regular holiday pay. Employees will be encouraged to take compensatory time off for overtime accrued on the holiday. The City will grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation.

c. Personal Holidays

- 1. In addition to those holidays noted above full-time employees shall receive twenty-four (24) hours and part-time employees shall receive twelve (12) hours of personal holiday time per year. Personal holidays shall be granted at the beginning of each fiscal year and shall be utilized during that year. If the supervisor does not allow the employee to take the day(s) off prior to July 1, the personal holiday(s) shall be carried over into the new fiscal year and added to the employee's accumulated vacation time.
- 2. New employees shall be granted personal holidays according to the schedule below.

Personal Holidays For New Hires		
Date of Hire	Hours that can be Accrued for Full-Time Employees	Hours that can be Accrued for Part-Time Employees
July 1 - Sept. 30	24 hours	12 hours
Oct. 1 - Dec. 31	24 hours	12 hours
Jan. 1 - March 31	16 hours	8 hours
April 1 - June 30	4 hours	2 hours

ARTICLE 5: HEALTH AND INSURANCE BENEFITS

Section 1. Medical, Dental, and Vision Insurance

- a. The city will provide health insurance with options for medical, dental, and vision.
- b. Upon selection by the employee during open enrollment of a health coverage plan, the employer will contribute 95% of the aggregate premium per pay period, and the employee will pay 5% of the aggregate premium per pay period through payroll deduction, not to exceed \$150.00 per month, for full-time employees. For purposes of this article only "full-time employees" shall be defined as any employee with a .8 FTE or higher. Full-time employees who are subject to involuntary reduction of hours shall maintain their full-time benefit status for six (6) months following the change in FTE.
- c. Part-time employees will be responsible for 100% of the aggregate premium per pay period for all tiers (employee only, employee and child, employee and children, employee and spouse or employee and family).
- d. Full-time employees choosing to opt out of the City provided medical plan will receive an opt out credit in the amount of \$50.00 per pay period beginning with the September 15th, 2023, paycheck.

Section 2. Health Reimbursement Account (HRA)/Voluntary Employee Benefit Account (VEBA)

- a. The City agrees to pay the costs necessary to maintain an IRS approved qualifying City established HRA/VEBA for each City employee.
 1. Any AFSCME member choosing Medical Insurance plan will receive an annual HRA/VEBA contribution equal to the plan deductible. Contributions will be made in January.
 2. Any newly hired AFSCME member will receive an HRA/VEBA contribution equal to the amounts in (a)1 above after successful completion of their trial service period.

Section 3. Flexible Spending Plan, IRS 125

The City agrees to maintain a flexible spending plan, IRS 125.

Section 4. Life Insurance

For the duration of this Agreement, the City shall provide a Fifty Thousand Dollar (\$50,000) 24-hour life insurance policy for employees only.

Section 5. Disability Insurance and Accidental Death and Dismemberment

A long-term disability insurance program will be provided by the City to supplement existing sick leave benefits. The disability plan shall pay sixty-six and two-thirds percent (66-2/3%) of the base salary (to a \$4,500 maximum covered monthly salary); it shall have an elimination period of ninety (90) days and a maximum benefit period to age 65.

Section 6. Workers' Compensation

- a. Pursuant to applicable law, the City shall continue to provide coverage under the Workers'

Compensation Plan for job connected injuries or disabilities.

- b. In the event an employee suffers an injury while on the job with the City for which he or she is eligible for time loss benefits, such employee shall continue to receive the Medical, Dental, Vision, Long-term disability and Life Insurance benefits provided for herein for the first one hundred eighty (180) calendar days of such injury.
- c. The City shall compensate the employee for the difference between base earnings (established at the time of injury) and the workers' compensation benefit for the first one hundred eighty (180) calendar days the employee is off due to a compensable injury.
- d. Thereafter, the employee shall be charged a day of accrued sick leave for each day the City subsidizes the difference between workers' compensation benefits and regular base pay.
- e. Any medical appointments resulting from a Workers Compensation injury shall be charged to sick leave, unless required by the workers' compensation insurance or the City, in which case, the Employee will be given paid time off, mileage, and any other pre-approved expense related to the appointment.
- f. During any period of unsubsidized workers' compensation leave-related disability absence all accrual banks shall be frozen (sick leave and vacation benefits) from further accrual until the employee returns to work.

Section 7. Health Care Advisory Committee

- a. A Health Care Advisory Committee shall be appointed to advise on health care insurance programs.
- b. Membership shall consist of 7 members with three (3) designated by the AFSCME bargaining unit and three (3) non-union employees appointed by the City Manager. Subject matter experts may participate as needed. The City Manager will be the committee chair and vote only when there is a tie. To carry out this task, the Committee shall provide input on proposals and contracts relating to health care, dental and vision coverage. The Committee shall meet as needed. Each member shall be responsible for supporting and educating their bargaining unit members or non-union employees in regard to committee recommendations. Upon recommendation of the Health Care Advisory Committee this article may be reopened for impact bargaining.

ARTICLE 6: RETIREMENT

Section 1. Plan

For the duration of this Agreement, the City shall continue the current retirement plan.

Section 2. Deferred Compensation Programs

- a. The City will offer no less than two Deferred Compensation programs to the Union. These programs shall remain available through the life of the contract. Programs may be added during the contract as long as they are approved by the City and the Union.
- b. The City will match employee contributions up to forty dollars (\$40) per pay period into a deferred compensation program beginning on the September 1, 2023, paycheck.

Section 3. Insurance

- a. The City will make available insurance coverage to retirees, pursuant to ORS 243, subject to the following:
 1. Retirees are obligated to pay any and all premiums and administrative fees.

ARTICLE 7: LEAVES WITH/WITHOUT PAY

General Policy:

- a. All city employees are expected to report to work and remain at their work assignment (with the exception of authorized breaks and leaves) every designated work period.
- b. All matters relating to all leaves (excused or unexcused) and leave reporting shall be governed by the City's Administrative Policies.

Section 1. Sick Leave

- a. Sick leave shall be accrued for full-time employees at the rate of four (4) hours for each full pay period worked starting with employee's date of hire. Part-time employees will accrue sick leave on a prorated basis. Sick leave may be used upon accrual with a maximum accrual of eleven hundred sixty (1160) hours. A full pay period is defined as being in an unpaid status for no more than twelve (12) hours in a pay period. Employees with more than twelve (12) hours in an unpaid status will receive no accrual for that pay period.
- b. Unused sick leave shall not be compensated upon termination. Upon retirement, fifty percent (50%) of the employee's accrued sick leave will be reported to Oregon PERS as prescribed by ORS 238.350. Sick leave accrual will be reported by the City to each employee no less frequently than every pay period.
- c. Misuse of sick leave is grounds for disciplinary action up to and including dismissal. The City may require doctor's verification of all illness.

Section 2. Family and Medical Leave

- a. The City shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Determined eligibility for FMLA/OFLA shall be on "rolling backward twelve (12) month basis". That is, every FMLA or OFLA qualifying event shall start a new year, (twelve (12) month period) for determination of the maximum FMLA/OFLA benefit available to the employee in the following twelve (12) months. Employees qualifying for FMLA/OFLA shall take (use) sick leave from the time of FMLA/OFLA qualification until returning to work. If accrued sick leave is exhausted while on FMLA/OFLA leave, then any accrued vacation leave, personal leave or compensatory time shall be taken. Please refer to the City's Administrative Policies for a comprehensive review of the FMLA and OFLA language and how the laws are applicable to individual circumstances.
- b. The City will follow all guidelines set forth under the new Paid Leave Oregon (PLO) program effective September 3, 2023. The City will allow employees to supplement pay received from the PLO program with accrued leave up to 100% of their regular earnings. It is the responsibility of the employee to report payments received from the PLO program to the City on a timely basis and to accurately submit time off requests that reflect enough hours to cover the difference in what they are receiving in pay from the PLO program and what they are requesting from their leave banks at the City to get to 100% gross earning.

The City is not responsible for overpayments to the employee that may require reimbursement to the PLO program.

Section 3. Sick Leave Incentive

- a. An employee may cash out a maximum of 45 hours of unused sick leave or have deposited into their Special Pay account up to a maximum of 45 hours in pay, each fiscal year as long as they maintain a minimum of 100 hours of unused sick leave on the books.

Section 4. Leave Donation Program

Employees are eligible to donate and receive donations of leave in accordance with City Administrative Policy HR280. Any substantive changes to City Administrative Policy HR280 will be communicated no less than 30 days in advance to the union.

Section 5. Bereavement Leave

In the event of a death of an employee's qualifying family member, an employee shall be granted a leave of absence up to forty (40) hours in accordance with City Administrative Policy HR245, without loss of pay. This leave shall be separate from sick leave and shall not accumulate from year to year. Part-time employees will be granted leave on a pro-rated basis.

Section 6. Witness/Jury Duty

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his or her control, and where such duties can be construed to be in the public interest, he or she will be continued at full pay for the period of the required service. Employees will be expected to report to work when less than a normal workday is required by jury or witness duties. The foregoing shall not apply if the employee is a party in interest to the proceeding.

Section 7. Military Leave

Military leave shall be granted in accordance with the Oregon Revised Statutes. ORS 408.290 and shall be in compliance with the Federal training year (October 1 through September 30).

Section 8. Union Leaves

An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay, or accrual of other benefits if requested by the Union, for a period not to exceed one (1) year. Applications must be in writing for such leave and shall be reviewed by the City Manager and may be granted or denied at the City Manager's discretion.

Section 9. Leave of Absence without Pay

- a. Upon the written request of a regular employee, the City Manager may in writing, grant an employee leave of absence without pay for a period not exceeding twelve (12) months. Such request shall include

the reason for requesting such leave and establish reasonable justification for consideration by the City.

- b. An employee shall not accrue benefits or seniority during such leave but will be reinstated with all previously earned leave and seniority upon his or her return to work.

ARTICLE 8: VACATIONS

Section 1. Accrual

Vacation time will progress per the following schedule and shall be prorated for part-time employees:		
Years of Service	Hours Per Pay Period	Hours Per Year
0 – 1	3.08	80.08
1 – 2	3.39	88.14
2 – 3	3.70	96.20
3 -4	4.00	104.00
4 – 5	4.31	112.06
5 – 6	4.62	120.12
6 – 7	4.93	128.18
7 – 8	5.24	136.24
8 – 9	5.54	144.04
9 – 10	5.85	152.10
10 – 15	6.16	160.16
15 – 20	7.54	196.04
20 – 25	8.31	216.06
25 or more	9.24	240.24

Section 2. Earned Vacation Per Pay Period

- a. Accrued vacation shall be credited as earned vacation for each full pay period of service in accordance with the above. Part-time employees will accrue vacation time on a pro-rated basis per the above schedule. A full pay period is defined as being in an unpaid status for no more than twelve (12) hours in a pay period. Employees with more than twelve (12) hours in an unpaid status will receive no accrual for that pay period.
- b. An employee earned but unused vacation credit shall be allowed to accumulate up to a maximum of four hundred and eighty (480) hours, and any accrual in excess of this limit must be taken as vacation prior to the end of the pay period in which the hours accrue above 480.
- c. An employee may cash out a maximum of sixty (60) hours of unused vacation, or up to a maximum of sixty (60) hours to their Special Pay account, each fiscal year as long as they maintain a minimum

balance of 80 hours of unused vacation time.

Section 3. Utilization

- a. Vacation requests shall be submitted at least 48 hours in advance of the requested leave. The City acknowledges that unforeseen circumstances arise and shall consider approving those requests not received in advance of the required 48 hours.
- b. Employees do not have vested rights to take vacation at certain times or in certain amounts, regardless of previous vacation scheduling. The granting of vacation leave shall be in accordance with the needs of the City and requires the approval of the Supervisor and/or Department Director. Preference in vacation scheduling, extra days or any other choice given to members shall be by seniority. Seniority is defined as total length of unbroken service to the City. Each employee may exercise seniority one (1) time each year in the scheduling of a single vacation. If conflicts occur between approved scheduled vacation, and senior employees scheduling extra days off, the approved vacation time off will be given preference. The City reserves the right to cancel vacations in the event of an emergency when public health and safety are jeopardized.
- c. The foregoing shall not preclude the possibility of several employees within a given department or division from being allowed to take vacation at the same time, nor shall it preclude the possibility of denying requested vacation to an employee or several employees.

Section 4. Termination

Regular employees terminating employment with the City with vacation credit accrual shall be paid for up to 432 hours at the employee’s wage rate at the time of termination.

ARTICLE 9: WAGES

Section 1. Salary Schedule

Effective July 1, 2023 the salary schedule (Appendix A) shall be adjusted as follows:	
Date of Change	Rate of Increase
July 1, 2023	4.0%
July 1, 2024	CPI-W not less than 2.0% or more than 4.0%
July 1, 2025	CPI-W not less than 2.0% or more than 4.0%

- a. For the purposes of this article CPI index used shall be the West Regional CPI-W for the 12 month period ending in December of the previous year.
- b. For the duration of this contract, in any year that the CPI-W, as of the end of September of the prior year, (for example for July 1, 2024 rate increases the CPI-W will be reviewed at the end of September 2023) is above 6% then the City agrees to pay each AFSCME employee a one-time lump sum payment of one half percent (.5%) of their annual salary on the next regularly scheduled pay day after January 1st of the next year. Part-time employee’s annual salary will be based on the average number of hours worked in the prior 12 months.
- c. In recognition of a higher than normal CPI for 2023 the City agrees to pay each AFSCME employee a one-time lump sum payment of one percent (1%) of their annual salary on the next regularly scheduled

pay day after ratification. Part-time employees' annual salary will be based on the average number of hours worked in the prior 6 months, annualized.

- d. The parties agree that in September of 2024 a classification committee consisting of no less than three union representatives, one of whom may be the AFSCME Staff representative, and no less than three City designated representatives shall convene to conduct a base wage market survey for all AFSCME classifications. As part of the committee's work, comparable cities will be decided upon and agreed to as comparable cities for future periodic market surveys conducted by the City's Human Resource Department as they relate to AFSCME positions. The committee will evaluate union positions with the intent of ensuring all positions are within plus (+) or minus (-) three (3%) percent from the market median. The committee, upon a majority vote, has the discretion to place classifications in or out of existing salary ranges at a greater or lesser than plus (+) or minus (-) three (3%) percent from the market median as necessary to prevent compression within a tiered classification or any other classification. This committee will only be utilized for this one-time project and future wage or salary range adjustments will be determined through contract negotiations or otherwise mutually agreed upon by AFSCME and the City. Any resulting changes will be effective January 1, 2025.
- e. The parties agree that effective August 27, 2023, all AFSCME represented employees will convert from monthly paydays on a monthly salary (12 paydays per calendar year) to bi-weekly paydays at an hourly wage (26 paydays per calendar year), and that all associated compensation, benefits, and accruals currently set on a monthly basis shall be changed from twelve (12) periods to twenty-six (26) periods per year, as specified herein. The parties agree the first bi-weekly payday will occur on September 15, 2023, and that there is no intent for any reduction in pay, benefits, accruals, or work hours of any employee as a result of this change.
- f. The parties agree the monthly salary will be converted to an hourly wage by multiplying the monthly base salary by twelve and dividing that amount by 2080 hours; this will be reflected in a revised Appendix A Salary Schedule, which is attached.
- g. When the transition to the bi-weekly pay schedule occurs, if there is a dispute over the transition or the detection of a previously unidentified issue with the transition, the parties agree to work jointly toward a resolution and if a resolution cannot be reached, to resolve the dispute (if necessary) as outlined in Article 19 – Settlement of Disputes.
- h. Specific to the transition from monthly salary and monthly pay dates to hourly wages and bi-weekly pay dates, the parties hereby agree:
 1. Monthly salary earned through August 25, 2023, will be paid on September 1, 2023. Accruals earned through August 25, 2023, will be added to employee leave banks no later than September 1, 2023. It is agreed that hours worked on August 26th will be included in the first bi-weekly pay period beginning August 27, 2023, and will be paid out at an hourly rate on the September 15th paycheck along with all hours worked between August 27th and September 9th, 2023.
- i. Due to the timing of the transition from monthly salary and monthly pay dates to hourly wages and bi-weekly pay dates, there will be 8 bi-weekly pay dates remaining in 2023 after the transition on August 27th. However, 12 monthly pay dates or 26 pay dates are required for members to be whole for the entire 2023 calendar year therefore, the parties hereby agree to the following:
 1. Dues (Article 3) -

- i. September's dues will be withheld on the 9/1 paycheck
 - ii. October's dues will be withheld on the 9/15 and the 9/29 paychecks but will not include the amounts from 9/1 when calculating the maximum dues deduction for that month
- 2. Health and Welfare (Article 6.1)-
 - i. September's premiums will be withheld on the 9/1 paycheck
 - ii. October's premiums will be withheld beginning on the 9/15 paycheck
- 3. Sick Leave (Article 9.1) –
 - i. Bi-weekly accruals will begin accruing on August 26, 2023
- 4. Vacation (Article 10.1) –
 - j. Bi-weekly accruals will begin accruing on August 26, 2023
- k. Dues will be deducted on a bi-weekly basis but at no time will any combination of bi-weekly dues deductions withheld in the same month exceed the allowable monthly maximum.

Section 2. Merit Step Increases:

- a. All employees with satisfactory performance shall advance to the next available step (A thru E) of the salary schedule on the first full pay period following the anniversary of their hire date or most recent Step Increase . In the event the City fails to provide the employee with an evaluation no later than 30 days after the anniversary date, the employee shall advance to the next Step at the appropriate date. If an employee has reached step D, or E, the employee's supervisor may elect to give the employee a one-time bonus per evaluation period, with concurrence of the City Manager.
- b. Step E: Employees are eligible for advancement to Step E after seven (7) years of employment with the City in an AFSCME represented position and maintaining a performance evaluation score higher than Needs Improvement. No employee will be denied a step increase without a consultation between the department Director and Human Resources.

Section 3. Classification and Compensation System:

- a. When a position is reclassified to a higher pay grade, the change shall be made retroactive to the start of the pay period in which the reclassification process began (i.e., if the position was submitted for reclassification in May and finalized in August, the increase would be effective in May).
- b. Pay increases due to reclassifications shall be at a minimum of the step level which exceeds their current rate of pay and may be considered at a higher step level if deemed appropriate by the department director in consultation with Human Resources.
- c. When the reclassification results in a lower position classification the position grade shall be revised to the appropriate grade on the first day of the next pay period and shall carry the same salary step to the new position grade.
- d. Classifications can only be revised upon approval of the City Manager with the guidance of Human Resources. Job classifications are not based on performance but rather job duties, responsibilities and requirements as defined in the position description. If an employee's position description is inaccurate, new or different kinds of duties have been undertaken, then the employee should work with his/her supervisor to revise the position description. Only upon the City Manager's approval of a revised position description will the classification be reviewed for possible reclassification.

Section 4. Career Recognition Pay

The following shall be applied to the base wage,:

Qualifying Date With City (Bargaining Unit Seniority)	Recognition Pay Percent
Month 120 (10 years of bargaining unit seniority)	0.5%
Month 144 (12 years of bargaining unit seniority)	1.0%
Month 168 (14 years of bargaining unit seniority)	1.5%
Month 192 (16 years of bargaining unit seniority)	2.0%
Month 216 (18 years of bargaining unit seniority)	2.5%
Month 241 (20 years of bargaining unit seniority)	3.0%
Month 300 (25 years of bargaining unit seniority)	5.0%

ARTICLE 10: TRAINING AND EDUCATION

The City of Lebanon shall encourage employees to continue to develop themselves through special training, vocational training, and academic courses. The City of Lebanon will participate in an educational reimbursement program. The City has the right in its sole discretion to deny requests based upon lack of funds. The denial shall not be arbitrary or capricious. The educational class or training course must be in alignment with the job tasks assigned to the employee at the time the employee wishes to participate in the development course. The employees seeking education reimbursement must have prior written approval from their Supervisor and/or Department Director before course enrollment.

1. Where a program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books. The books are the property of the City and will be turned over to the Supervisor and/or Department Director at the completion of the course.
2. Where other funds are not available to the employee, the City of Lebanon shall pay for books and fifty percent (50%) of the cost of tuition up to a maximum of \$1500 per fiscal year, per employee depending on budget availability.
3. The City of Lebanon shall reimburse the employee upon successful completion of the course. To receive payment, the employee must submit to the Supervisor and/or Department Director, proof of completion of the course with a grade of "C" or better. The course must have been approved in advance by the Supervisor and/or Department Director prior to taking the course. All core college classes that apply to an AA, AS, BA, or BS or MS in the job-related field, shall be considered eligible courses. Electives will be reimbursed based upon the job-relatedness of the course. Applicable vocational courses may be considered eligible if they align with the job tasks assigned to the employee but must be approved by the Department Director or Supervisor prior to enrollment.
4. Any tests that are required of employees in their job description for purposes of certifications and/or career development at the request of the City shall be paid for by the City, for the first test only. Should an employee fail the required test, the employee will be requested to take the test a second time, at their own personal expense. Failure to successfully complete a "required exam/certification" may lead to position demotion or termination of employment. Prior to any demotion/termination the employee shall be afforded a due process hearing. Any mitigating circumstances brought forth in

such hearings shall receive due consideration.

5. The cost of tuition and books will be paid in advance, when possible, by the City of Lebanon for all courses taken at the request of the City of Lebanon. Every attempt will be made to reduce the likelihood that an employee would need to seek reimbursement for a course taken at the City's request.

ARTICLE 11: CONDITIONS OF WORK AND OTHER POLICIES

Section 1. Work Week

A normal workweek shall consist of a forty (40) hour shift schedule during a seven-day calendar period commencing midnight Sunday and ending at 11:59 p.m. on the following Saturday.

Section 2. Hours

- a. An individual employee work week shall normally consist of five (5) consecutive workdays, Monday through Friday, approximately 8:00am to 5:00pm, followed by two (2) consecutive days off.
- b. Deviations to this Monday through Friday schedule may be made by:
 1. A mutual agreement between an employee and their supervisor with the concurrence of the City Manager; or,
 2. A negotiated agreement between the Union and the City for particular positions; or
 3. A clear and compelling need expressed in writing to the Union by the Department Director with the concurrence of the City Manager

Section 3. Schedules

- a. Except for those "deviations" provided for in Section 2 work schedules showing workdays, shift assignments, and work hours will be posted ten (10) calendar days in advance by the City on bulletin boards available to employees. Except in urgent circumstance outside City control, established work schedules will not be changed unless two weeks' notice is given to the affected employees. Nothing in this Section or any part of this Agreement shall be construed as a guarantee of hours of work.
- b. Should the City propose for longer than two consecutive weeks a "graveyard" shift, a "split" shift, "swing" shift, or "weekend" shift in place of any employees' current normal work week, it shall notify the Union in writing and provide an opportunity to bargain the conditions of employment.

Section 4. Standby

Employees required to be accessible by telephone and available for dispatch to the job shall receive one (1) hour's pay at their straight time hourly rate for every eight (8) hours of standby time for the duration of such standby period. Such pay shall not be counted as hours worked for purposes of computation of overtime pay, nor toward the required forty (40) hour work week.

Section 5. Rest Periods/Lunch Periods

- a. All employees shall be granted a fifteen (15) minute rest period during each one-half (½) shift, except in emergency/urgent situations. Rest periods shall be taken at approximately the middle of each one-half shift as designated by the supervisor.
- b. All employees shall be granted a lunch period of not less than one-half (½) hour or more than one (1) hour, except in emergency or urgent situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.
- c. In the event an emergency or urgent situation prohibits an employee from taking their assigned rest break/lunch period, the supervisor shall ensure the employee be relieved, as soon as possible, for lunch and/or break after the emergency or job necessity has been resolved.

ARTICLE 12: OVERTIME

Section 1. Managerial Discretion and Flex Time

- a. Flex Time: Supervisors shall have the opportunity to flex the employee's hours in order to reduce or eliminate overtime and provide necessary public service. Management will attempt to provide as much advance notice as is possible.
- b. Overtime: Overtime is only allowed when previously approved by the immediate supervisor and/or department director. In the event that overtime becomes necessary and an immediate supervisor or department director is not available to approve such a request, the employee shall complete the work required and notify the supervisor or department director as soon as possible of the overtime but no later than the end of the employee's next shift. Anyone routinely working overtime without prior approval, as outlined above, will be in violation of this contract and may be subject to disciplinary action.

Section 2. Weekly

Employees shall be paid overtime or accrue compensatory time for all hours actually worked over forty (40) hours per week (as per Article XI, Section 1). Any leave, except legal holidays and jury duty, shall not count towards the forty (40) hours worked for the purpose of calculating overtime or compensatory time on a weekly basis.

Section 3. Computation of Overtime

Overtime shall be computed to the nearest one-quarter (1/4) hour. Overtime pay shall be based on the actual number of hours the employee has worked.

Section 4. Overtime Rate

The overtime rate shall be time and one-half (1.5) the regular rate of compensation.

Section 5. Meal & Rest Periods During Overtime

- a. Employees will be allowed paid meal periods during call back and contiguous overtime hours of work every four (4) hours and a rest period after two (2) hours of work. The meal period shall be a paid twenty (20) minute period. The City shall reimburse the employee for reasonable meal expense for

which a receipt is provided to the City.

- b. Employees are eligible for a rest period at the beginning of a continuous overtime shift that is anticipated to be over one hour.
- c. Required Additional Hours
 - 1. In the event that sufficient acceptable personnel do not accept additional hours on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the City may be required to work additional hours.
- d. Equitable Distribution of Additional Hours:
 - 1. Except in instances where a special project is being completed, or special skills or experience are required, every reasonable effort will be made to distribute additional hours equitably among employees that desire additional hours in their classification, in which additional hours occurs. If disagreements arise under this Section, and evidence exists indicating an inequity, a reasonable time will be allowed the City or Department Director to adjust additional hour distribution.

Section 6. Callbacks

Two (2) consecutive hours of overtime will be guaranteed in instances of unscheduled callbacks. Overtime for callback time may only be authorized by department director or other designated supervisory personnel.

ARTICLE 13: COMPENSATORY TIME

Section 1. Preference for Compensatory Time:

Employees may choose to take compensatory time off for accrued overtime or any additional hours worked or take the time as overtime pay.

Section 2. Use of Accrued Compensatory Time:

Accrued compensatory time may be used at the employee's discretion with the supervisor's approval in the same manner as other leave requests. The City may deny a specific requested time for such leave by the employee if that use of the compensatory time would unduly disrupt the City's operations. In this case, the employee would request an alternate time for the leave and use of the compensatory time.

Section 3. Automatic Conversion to Overtime Pay:

- a. Any employee who has accumulated more than one hundred and twenty (120) hours of compensatory time will have any excess hours over one hundred and twenty (120) automatically paid as overtime on the employee's paycheck for any pay period the total exceeds the one hundred and twenty (120) hour ceiling.
- b. An employee will never have "negative" accrued compensatory time (less than zero hours).

ARTICLE 14: WORKING ASSIGNMENT IN A HIGHER CLASSIFICATION

When a bargaining unit employee is assigned temporarily to fulfill the majority of the duties and responsibilities of a classification higher than his/her own for a period of more than thirty-two (32) consecutive straight time hours, said employee shall be paid for all time worked in the higher classification at the lowest rate in the higher classification which is at least five percent (5%) above the employee's former rate.

ARTICLE 15: LAYOFFS, RECALLS & TRIAL SERVICE

Section 1. Layoffs

In the event that an employee or employees must be laid off through no fault of their own, but rather as a consequence of factors beyond their control, such as fiscal constraints or reorganization, the following provisions shall apply.

- a. Statement of Intentions: It is recognized that a situation involving forced layoffs is stressful for all involved, particularly those faced with being laid off. It is the intention of all parties to this agreement that all employees – Administration, Management, Supervisors, Union and Non-Union treat one another with mutual respect and dignity throughout the layoff process should such an unfortunate event become a necessity at some future date.
- b. The City Manager in coordination with Human Resources shall notify the Union at least 60 days prior to official notices of layoffs. This time shall afford the Union the opportunity to meet and work with Human Resources to explore other options in lieu of layoffs as well as discuss those employees/positions which may be laid off/eliminated.
- c. Official notice of layoffs shall normally be made by the City to the affected employee(s) no less than sixty (60) days prior to the planned layoffs.
- d. Employees receiving a layoff notice may, within ten (10) working days of receipt of the notice, request to remain at work until the layoff notice is effective. Unless such notice is received on a timely basis, and approved by the City Manager, the employee shall receive sixty (60) days of pay and benefits upon signing a severance agreement.
- e. An employee receiving a layoff notice shall coordinate with his or her supervisor a specific time, within ten (10) working days of receipt of the notice, during which the employee can remove personal items from the workplace and complete other essential tasks as agreed by his/her supervisor. Employees who have received approval to continue at work shall follow the same procedures upon expiration of the sixty (60) day period.
- f. The City shall not add more than one part-time employee to any section with one or more laid off employees in recall status as per Section 3. The City shall offer any temporary, or less than twenty (20) hours per week positions in any divisions affected by layoffs to those qualified employees in layoff status. Failure to respond to any such offer within five (5) business days shall result in the City proceeding with filling/ maintaining the temporary/part-time position. Acceptance or rejection of a part-time position will not affect an employee's recall rights as per Section 3. If more than one laid off employee seeks a temporary or part-time position with the City, the City may choose (hire) the employee of its preference or leave the position unfilled.

- g. For the purpose of layoff (or reorganization), the City shall determine the specific position(s) to be reduced, and the employees to be laid off. Layoffs shall be based upon the City's operational/financial needs as well as the seniority, knowledge, skills, abilities, and special training, of the employees in the affected departments. Any proposed layoffs not consistent with seniority (i.e., less senior employees laid off before more senior ones) shall be fully justified, in writing, at least 30 days prior to the effective date(s) of the proposed layoffs. Any employee laid off on other than a seniority basis, shall be eligible for an extra 30 days of severance pay and benefits.
- h. In the event that any employee involved in the process identified in Article 15, Section 1(g), has not had an annual evaluation within 12 months prior to layoffs, the least senior employee of the department affected by the layoff notification shall be the employee laid off.

Section 2. Bumping rights

- a. Employees designated to be laid-off or suffer a reduction in regularly worked hours, shall have ten (10) business days from receipt of their written layoff notification, or the reduction of regularly worked hour's notification, to "bump" a less senior employee governed by this contract, provided that:
 - 1. Any employee choosing to initiate bumping rights shall only challenge an employee when the bumping employee's job-related knowledge, skill, abilities, special licenses, and certifications, are equal to or greater than that of the employee they are challenging.
 - 2. The employee choosing to initiate bumping rights must also demonstrate that they possess experience and skills relevant to the job or position that they are challenging.
- b. Employee's knowledge, skills and abilities shall be determined by the process identified in Article 15, section 1(g) and (h).

Section 3. Recall

- a. Recalls from a layoff shall be made according to seniority. (i.e., more senior employees shall be recalled first.) In order to maintain this right to recall, an employee must register in person or by mail with the Human Resource Office or his or her designee upon change of address, telephone number, or at least annually signifying his or her availability for recall.
- b. Laid off employees shall be recalled only by certified letter and shall have five (5) days from receipt of such notification in which to inform the City of their intent to return to work and an additional ten (10) days therefore in which to report to work. An earlier reporting day may, by mutual agreement, be arranged. Recall will be for twelve (12) months with an additional twelve (12) months of preferred hire status (the person will be included in all in-house recruitments). The City will send a registered letter at eleven (11) months to find if the person would like to stay on the preferred hire list. If no answer within ten (10) working days, the person will have no further recall or preferred hire status with the City of Lebanon.

ARTICLE 16: FILLING OF VACANCIES

Section 1. Job Posting

Vacancies in the bargaining unit shall be announced to all employees via email and posted on the Job Announcement Board in each City workplace. Employees may apply for such open positions by the regular application procedure. Present qualified employees shall be given first consideration provided their qualifications are, in the City's judgment, equal to those of other applicants. If two or more qualified present employees are otherwise equally qualified in the City's judgment, first consideration shall be given the applicant with the greatest seniority in applicable job classification. No new employee shall be hired into a department or classification in which a qualified employee has recall rights.

ARTICLE 17: TRIAL SERVICE PERIOD

Section 1. Trial Service Period

- a. The union recognizes the City's rights to terminate new employees on trial service status at any time, for any reason, without recourse to appeal. The City may exercise all rights, not specifically modified by this contract with respect to trial service employees.
- b. All new employees hired into the bargaining unit without a mandatory certificate and/or licensing requirement shall serve a trial service period of six (6) months.
- c. Subject to section 1(A), any employee whose job position requires mandatory certifications and/or licensing will remain on trial service for the greater of six (6) months or until the employee attains the certifications and/or licensing requirements of said job or until the relationship with the City ends. The trial service employee will receive a written assessment of progress every ninety (90) days from his/her Supervisor.
- d. By mutual agreement, between the Union and the City, the employee's trial service period may be extended.
- e. An employee, who receives a promotion, including promotions outside the bargaining unit, will serve a six (6) month trial service period in the newly acquired position.

ARTICLE 18: EMPLOYEE UNIFORMS/SAFETY AND PROTECTIVE EQUIPMENT

Section 1. Categories

- a. All employees shall be required to adhere to the City's "Safety Policies and Procedures" manual. Failure to comply with the manual may subject the affected employee(s) to disciplinary procedures. The City will furnish, for the purpose of work only, all safety equipment and devices as required by the State of Oregon OSHA. The City will also provide equipment and gear usually needed for the type of work to protect employees' health and safety. Personal Protective Equipment (PPE) is not considered "uniform" or "clothing" for the purposes of this article. Additionally, the terms "uniform" and "clothing" are not interchangeable terms.
 1. "Uniform" – tax exempt, provided by the department, mandatory and not adaptable to outside use. Must include a city logo.

2. "Clothing" – taxed as compensation, adaptable to other uses, not necessarily mandatory but could be purchased for employees to help accomplish business operations. Does not include city logo.
- b. Employees will be assigned to one of two categories to determine uniform requirements and clothing stipends:
 1. Category I: Field Services – Physical Work
 - i. Includes positions that require the employee to spend time in the field or in more industrial-type settings, performing physical work. As a result, the wear and tear on clothing is more significant than for other positions. There is also a need for recognition as a city employee (with a city logo) when in public.
 2. Category II: Office
 - i. Includes positions that require employees to spend the majority of their time in an office setting. There may be occasional opportunities when recognition as a city employee (with a city logo) in public is helpful.
 - c. Newly created positions will be assigned to one of the categories by the department director, with supervisor input, based on the above guidance and how similar positions are already categorized.
 - d. Each category may require different uniform requirements and is provided different clothing stipend amounts on an annual basis. A listing of positions eligible for clothing stipends can be found in Appendix E.

Section 2. Uniforms

- a. Individual departments will coordinate the order and purchase of uniforms on behalf of the employees who are required to wear them on the job. Because these items are tax-exempt, they must be purchased with city funds.
- b. Uniforms may vary between departments, but to be considered a uniform they must:
 1. Be mandatory attire for work or for supervisor specified situations at work
 2. Include a city logo that is easily identified in public
 3. Not be worn outside of work, except for commuting to and from work. *If an employee is found to be wearing anything with a City of Lebanon logo outside of work hours in a public place, like in a bar, restaurant, or at a public event on personal time, this may result in disciplinary action.*
- c. For this article, "uniform" includes logoed items from the list below:
 1. Long and short sleeved t-shirts, polo shirts, button down and collared shirts
 2. Sweatshirts and hoodies
 3. Jackets
 4. Hats
 5. Rented uniforms
- d. Any other work attire items purchased for city employees will be considered either PPE or "clothing".
- e. Items that have city logos on them are considered City of Lebanon property and must be returned at the end of employment.

Section 3. Clothing

- a. Departments will provide an annual stipend for some clothing items for employees who are in positions that result in

significant wear and tear to clothing items due to the nature of their responsibilities. This typically applies to employees in the field performing physical duties and, to a lesser degree, employees in laboratories and treatment plants where exposure to chemicals and equipment causes damage to clothing more frequently.

- b. Clothing is considered to include items that are not logoed, may not be required as part of a uniform and could be adapted for everyday use outside of work. Examples include:
 - 1. Jeans, pants, overalls
 - 2. Non-logoed shirts, coats, sweatshirts, hats
 - 3. Socks
 - 4. Other miscellaneous personal items
- c. Clothing is considered compensation and is taxed. Items that would normally fall under the "clothing" category cannot be logoed just to avoid paying taxes on them. For example, the City will not allow employees to logo jeans in order to count them as a uniform item.

Clothing Stipends:

Category I: \$ 300

Category II: none \$0

- d. It is the employees' responsibility to use their stipend to purchase appropriate items so they are properly outfitted for their jobs. Employees will be responsible for purchasing their clothing on personal time (outside of working hours) in the amounts and styles they need in order to be compliant with department requirements. Supervisors will determine appropriate dress code requirements for their employees and will communicate those requirements to employees in writing as well as post the requirements in a common area available for employees to access.

ARTICLE 19: SETTLEMENT OF DISPUTES

Section 1. Settlement of Disputes

- a. For the purpose of this Contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Contract or about any alleged violation of this Contract.
- b. **Time Limits.** The time limits set forth herein shall be modified only by written agreement. Failure by the City or the Union to respond within a specified time limit shall constitute rejection of the grievance at that Step and thereby allow the other party to proceed to the next Step within the applicable time limit. If the Union wishes to abandon the grievance at any point in the grievance process, it must be done in writing. All time limits specified in this Article exclude Saturdays, Sundays, and Holidays.
- c. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employees shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within fifteen (15) days of the occurrence thereof. The written grievance shall include: (1) submittal date and date grievance occurred; (2) a statement of the specific action or lack of action which is the cause of the grievance; (3) specific provisions of the contract by Article and Section(s) violated; and (4) remedy sought. The supervisor shall meet with the aggrieved party within a ten (10) day period and shall make a written response to the grievance within the ten (10) days.

Step 2. If after ten (10) days from the submission of the grievance to the supervisor the

grievance remains unresolved, then the grievance may be submitted by the Union to the department director by forwarding a copy of all relevant materials submitted or received during the prior step, along with a cover letter identifying that the matter is being pursued to the second step. The department director shall, within ten (10) days of receipt of notification, meet with the party(ies) that originally submitted the grievance along with one other Union or City representative, if desired.

(i) Both parties shall make a written response to the City Manager and the AFSCME Council representative within ten (10) days of this meeting indicating one or more of the following:

- (1) The dispute/grievance has been resolved.
- (2) The dispute/grievance has been partially resolved.
- (3) No progress toward resolution has been made.
- (4) If no progress, or only partial progress, toward resolution has occurred, then both parties will suggest possible remedy(ies).

(ii) If either party fails to submit the written report required in Step 2(i), then the resolution proposed by the responding party shall prevail. If neither party responds as required, then the matter will be dropped with no opportunity for further action or appeal.

Step 3. Within fifteen (15) days from the date of receipt of the written response, required by Step 2(i) above, any unresolved or partially resolved matters, the City Manager, Human Resource Director, Local 2043 President, AFSCME Council Representative and all aggrieved parties shall schedule a meeting in a final attempt to resolve the matter(s) subject to the grievance.

Step 4. If the meeting required in Step 3, above, fails to result in a mutually agreed resolution, then, within ten (10) days of this meeting, either or both parties may request, in writing, a mediator from the State of Oregon Employment Relations Board. The mediator will be asked to conduct a mediation meeting as soon as can be scheduled. Should the mediator determine that resolution cannot be reached; the mediator shall so notify both parties in writing as soon as possible.

Step 5. If the grievance is not resolved through mediation, either party, within ten (10) days of receiving the mediation written response may submit the matter to an arbitrator in the following manner:

Arbitration: A list of five Oregon arbitrators from the Employment Relations Board shall be requested and the parties shall alternatively strike one name from the list until only one name is left. The toss of a coin shall determine whether City or Union is to strike the first name. The one name remaining following striking shall be the arbitrator. One day will be allowed for the striking of each name. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not alter, modify, add to, or delete from this Agreement. The decision shall be binding on both parties. Each party shall be responsible for and bear all costs associated with presenting its own case to arbitration. Both parties seeking arbitration shall equally share the fees and expenses charged by the arbitrator and/or ERB.

- d. Any or all of the time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.
- e. A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Union that the matter has been resolved.

ARTICLE 20: DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

- a. 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. Discipline for regular employees shall only be for just cause, and where appropriate progressive, in accordance with City Administrative Policies and the attached (Appendix D) AFSCME Discipline and Discharge Guide. All bargaining unit members shall be responsible for reading, understanding, and adhering to the City's Administrative Policies, and any subsequent amendments, except where it may contradict this agreement, in which case this agreement prevails. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those prescribed in City Administrative Policy.
- b. The City agrees to furnish the employee a complete statement in writing at the time of written warning, suspension, or discharge, outlining the specific reasons for such action. Such reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Union shall be sent notice that a written warning, suspension, or discharge has been given to the employee.
- c. Any employee upon his/her request, and at a mutually agreeable time, shall have access to his/her personnel files. Any employee may request that Human Resources reproduce his/her personnel file in part or in full for his/her individual use, within ten (10) business days.
- d. Each employee shall have the opportunity to read and sign any written material, evaluations, or disciplinary actions prior to being placed in their personnel file. Employees shall have a right to respond in writing to such material and such response shall be attached thereto. Warning letters shall be removed upon request from an employee's personnel file twelve (12) months after issuance providing subsequent disciplinary actions of the same subject have not been placed in the employee's file during the twelve (12) month period. Letters of suspension or demotion shall be removed from an employee's personnel file after thirty-six (36) months.

ARTICLE 21: CITY RIGHTS

Section 1. City Security

- a. Work Stoppages/Strikes
 - 1. During the term of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing, or any other interruption of City services. Employees in the bargaining unit, while

acting in the course of their employment, shall not honor any picket line established in the City by any other labor organization, when called upon to protect the City's health, safety, and welfare. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, publicly attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.
3. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike, work stoppage, or other interruption of work.
4. There will not be a lockout against the employees in the bargaining unit during the term of this Agreement.

b. City Facilities

City facilities and property, both personal and real, are generally available for use by City employees only during normal work shifts and for public/work related purposes only. Employees may, on their own time, arrive at their workstation up to 20 minutes before the start of their regularly scheduled work shift and may, on their own time, stay 20 minutes past the conclusion of their regularly scheduled shift. Employees wishing to enter or remain on City property at other times shall ordinarily do so only with their Supervisor's permission. An exception is any emergency situation, or an occasional need to retrieve personal items or similar non-recurring short-term needs.

Section 2. Management Rights

- a. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all rights, decision making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement.
- b. Without limitation, but by way of illustration, the following prerogatives, functions and rights of the City shall include the following:
 1. To determine the services to be rendered to the citizens of the City.
 2. To determine and to follow the City's financial, budgetary and accounting procedures.
 3. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
 4. To close or liquidate any office, branch, operations, or facility, or combination of facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. The City shall use the layoff procedures (Article 15) for employees who are demoted or reclassified downward for non-disciplinary reasons.
 5. To manage and direct the workforce, including but not limited to the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer, and retain

employees; the right to lay off; the right to modify job classifications or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of, and assign equipment or supplies.

6. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
 7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
 8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment facilities, and standards.
 9. To contract or subcontract work as may be determined by the City, providing it does not affect the employment status of the present full-time employees subject to the modifications in the Memorandum of Understanding for Competitive Bidding.
 10. To assign shifts, workdays, hours of work and work locations.
 11. To encourage employees to take/use accrued vacation as necessary to assure appropriate leave time for City employees. When employees are not utilizing at least 50% of the employee's annually accrued vacation, management shall determine, with the employee's input, set time(s) for the employee to utilize 50% of his/her annual vacation accrual. The vacation schedule shall be based upon the service needs of the City. No supervisor shall schedule a vacation without the employee's input and a minimum of a 90-day notice.
 12. Management may require an employee to use sick leave when an employee states verbally or physically demonstrates illness or irregular behavior that could have a negative impact on other employees, the public, job performance and/or service to the public.
 13. To assign and designate all work duties
 14. To introduce new duties within the unit.
 15. To determine the need for and the qualifications of new employees, transfers, and promotions.
 16. To discipline, reprimand, suspend, and discharge an employee subject to the parameters of this Agreement and just cause.
 17. To determine the need for additional educational courses, training programs, on-the-job training and cross training and to assign employees to such duties for such periods to be determined by the City.
 18. To determine the need for overtime and the employees to work such overtime.
- c. It is understood and agreed that if the City does not exercise a management right reserved to it or if the City exercises a management right reserved to it a particular way, such conduct shall not be deemed a waiver of its right to begin exercising such a right in the future or to exercise such a right differently in the future. However, nothing in this paragraph shall be considered to be a waiver by the Association of bargaining rights afforded under PECBA.
- d. It is further understood and agreed that the City's exercise of its management rights is not subject to the grievance and arbitration provisions set forth in this agreement.

Section 3. Uniform Application

The City will not be arbitrary or capricious in its application of its policies and procedures.

ARTICLE 22: MEET AND CONFER COMMITTEE

- a. The City and the Union agree to establish, within one month of the signing of this Agreement, a joint labor/management committee of three representatives each with the intent to facilitate communication between the parties. This labor/management committee will provide a forum for discussion of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, and other policies of the City which affect the working conditions of the employee when such policies are not mandatory subjects of bargaining.
- b. This labor/management committee shall not become involved in individual grievances, nor shall the committee meetings be construed as formal contract negotiations. The committee shall meet with an established agenda at least quarterly or such other times as both parties mutually agree. The time, date and place shall be mutually agreed upon by the parties.

ARTICLE 23: SAVINGS CLAUSE

The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity.

ARTICLE 24: DECLARATION OF LOCAL EMERGENCY

In the event that a local emergency is declared by the City in accordance with its emergency ordinance, this contract shall be temporarily suspended. This suspension shall be in effect from the moment that the emergency declaration document is signed until the document declaring the end of the emergency is signed.

ARTICLE 25: TERM OF AGREEMENT

- a. This Agreement shall be effective July 1, 2023 and shall be binding upon the City, the Union, and their members and shall remain in full force and effective through June 30, 2026, For the purpose of negotiating a successor agreement, notification needs to be sent in writing, no later than December 15, 2025. The terms of this Agreement shall continue thereafter during any period of negotiations for a new contract.
- b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each

agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.


- c. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the Union gives written notice to the other not later than December 15th prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of May, 2023.

Signatures for AFSCME Local 2043:



Frank Vehafic, AFSCME Representative




Tyson Keene, AFSCME President



Zachary Schulz, AFSCME Vice President


Signatures for City of Lebanon:



Kenneth Jackola, Mayor



Nancy Brewer, City Manager



Angela Solesbee, HR Director

APPENDIX A: AFSCME SALARY SCHEDULE

APPENDIX A: AFSCME SALARY SCHEDULE
Salary ranges for the period July 1, 2023 through June 30, 2024

POSITION	Grade	BASE	STEP A	STEP B	STEP C	STEP D	STEP E*
IT/GIS Sys. Coordinator Systems Engineer Sr Network Engineer	9	\$39.19	\$41.11	\$43.09	\$45.18	\$47.39	\$49.23
Project Engineer Project Manager	8	\$34.68	\$36.38	\$38.14	\$39.98	\$41.93	\$43.57
Crew Chief Engineering Associate Sr. Dev. Services Tech Accountant WTP Operator III WWTP Operator III	7	\$30.82	\$32.32	\$33.88	\$35.50	\$37.22	\$38.67
Dev. Services Technician Court Clerk II Lab Technician Payroll Specialist Building Maintenance Tech LINX Lead WTP Operator II WWTP Operator II IT Help Desk Support	6	\$27.40	\$28.73	\$30.08	\$31.55	\$33.07	\$34.36
Sr Maintenance Worker WTP Operator I Finance Clerk Admin Assistant II SC Activities Coordinator Dev. Services Assistant Maintenance Operations Coord. Technican II Engineering WWTP Operator I	5	\$24.08	\$25.21	\$26.41	\$27.69	\$29.02	\$30.12
Court Clerk I Library Assistant II	4	\$22.16	\$23.20	\$24.30	\$25.48	\$26.69	\$27.71
LINX Dispatcher Custodian II LINX Driver SC Activites Planner Office Assistant Maintenance Worker	3	\$20.45	\$21.40	\$22.42	\$23.47	\$24.62	\$25.54
Custodian I	2	\$18.91	\$19.79	\$20.72	\$21.70	\$22.76	\$23.63
*Employees are eligible to advance to <u>Step E</u> after seven (7) years of employment with the City in an AFSCME represented position.							

APPENDIX B: SALARY SCHEDULE - LONGEVITY

July 1, 2023 through June 30, 2024

This schedule only applies when the employee is at the top step of their grade

GRADE	STEP	0.50% 10 YEARS MONTH 120	1.00% 12 YEARS MONTH 144	1.50% 14 YEARS MONTH 168	2.00% 16 YEARS MONTH 192	2.50% 18 YEARS MONTH 216	3.00% 20 YEARS MONTH 241	5.00% 25 YEARS MONTH 300
	E							
9	\$49.23	\$49.48	\$49.72	\$49.97	\$50.21	\$50.46	\$50.71	\$51.69
8	\$43.57	\$43.79	\$44.01	\$44.22	\$44.44	\$44.66	\$44.88	\$45.75
7	\$38.67	\$38.86	\$39.06	\$39.25	\$39.44	\$39.64	\$39.83	\$40.60
6	\$34.36	\$34.53	\$34.70	\$34.88	\$35.05	\$35.22	\$35.39	\$36.08
5	\$30.12	\$30.27	\$30.42	\$30.57	\$30.72	\$30.87	\$31.02	\$31.63
4	\$27.71	\$27.85	\$27.99	\$28.13	\$28.26	\$28.40	\$28.54	\$29.10
3	\$25.54	\$25.67	\$25.80	\$25.92	\$26.05	\$26.18	\$26.31	\$26.82
2	\$23.63	\$23.75	\$23.87	\$23.98	\$24.10	\$24.22	\$24.34	\$24.81

APPENDIX C: DRUG AND ALCOHOL POLICY

a. Introduction

The City of Lebanon has a strong commitment to providing a safe workplace for its employees, and to establishing programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

b. Prohibited Conduct

The following conduct is strictly prohibited:

1. Buying, selling, transporting, distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property *or* while off City property performing work duties. "City property" includes all property owned, rented, leased, or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
2. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set forth in the Department of Transportation "DOT" regulations.
3. The rules governing reporting to work with prescribed medication present in the body are set forth below.
4. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense. All drug and alcohol related convictions and plea-bargaining agreements must be promptly reported to the HR Office. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
5. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to the required testing.
6. Giving false, diluted, or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
7. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.
8. "Drugs" refers to all controlled substances as defined by law.
9. Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

c. Mandatory Testing

The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol where:

1. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.
2. Reasonable suspicion shall be defined as suspicion based on observations that the City can

describe concerning the appearance, unusual behavior, speech, breath odor, body symptoms, or other relatable indicators that an employee has consumed drugs and/or alcohol in violation of this policy.

3. The City will prepare an incident report describing the circumstances that prompted the request for an alcohol and/or drug test which will be made available to the employee and/or the Union upon request.
4. In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.
5. An employee is involved in any work-related accident which results in death or bodily injury to the employee, a coworker, or another person, or results in any property damage beyond damage which is determined by the City to be de minimis.
6. In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.
7. Required by DOT or other applicable laws or regulations.
8. Required pursuant to a rehabilitation agreement imposed by the City.

d. Prescribed Medication

Employees utilizing any prescribed medication which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job. This report may be a general description of the treatment. The name of the drug is not required.

e. Searches

The City reserves the right to conduct searches of its vehicles, property, or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions carried into the workplace or brought onto City property if the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. If the employee so desires, he/she may request that a union representative be present during a search of the employee's personal belongings. The City will not request or require any employee to submit to a search of his/her body.

f. Safeguards

1. All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and the Department of Transportation. Positive drug test results will be reported to the HR Office. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.
2. The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies which are not covered by the group insurance policy.
3. Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

g. Rehabilitation

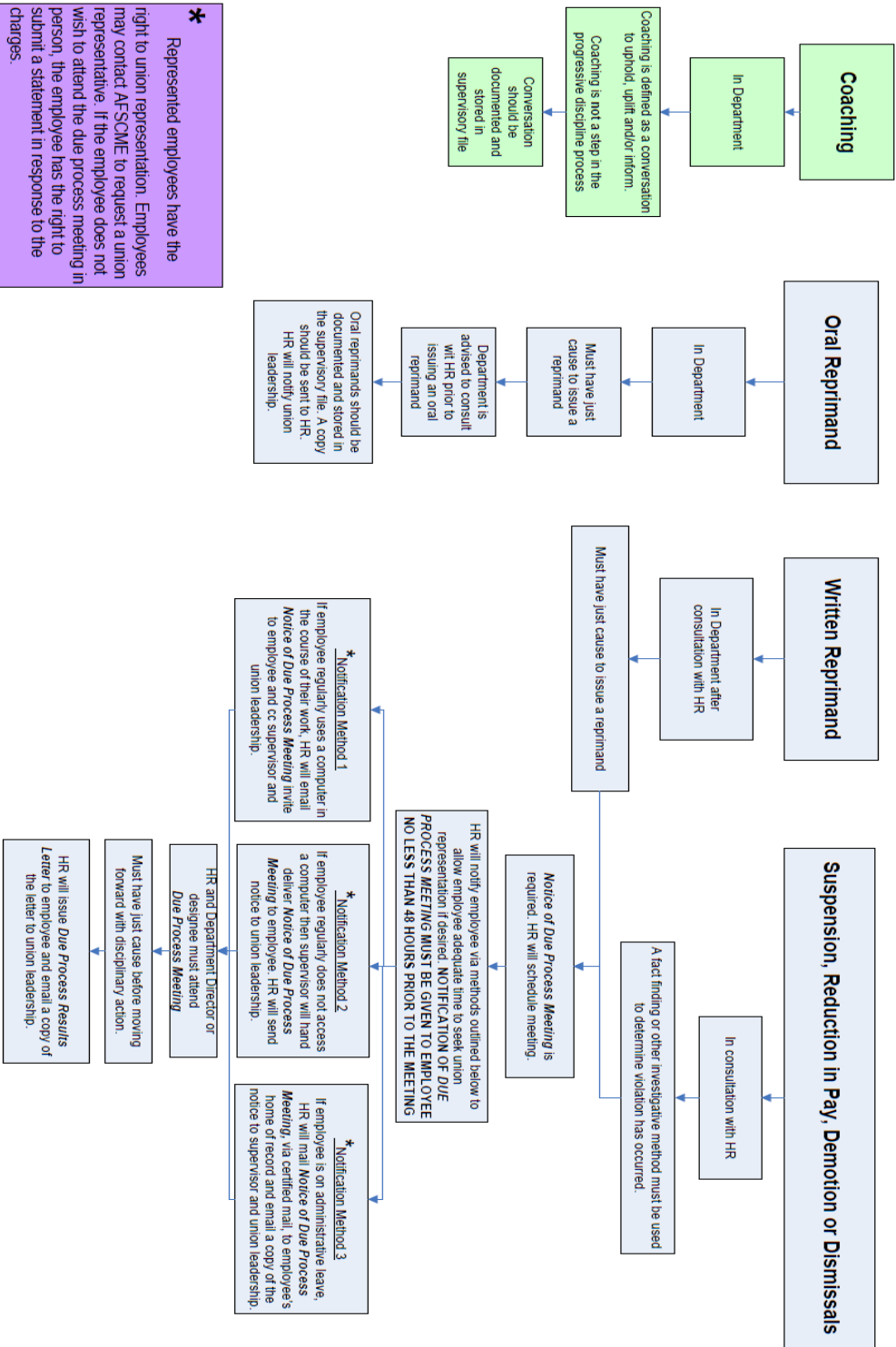
1. The City encourages employees who have drug and/or alcohol dependencies, or think they may have such dependencies, to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient or outpatient rehabilitation treatment as recommended by the rehabilitation counselors.
2. The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies after violating this policy, the employee shall be subject to immediate discharge, irrespective of such dependencies.
3. The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family and Medical Leave Act.
4. In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care, and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.

APPENDIX D: DISCIPLINE AND DISCHARGE GUIDE

AFSCME Discipline and Discharge Guide

(Contact HR for questions and consultation)

AFSCME CBA
Appendix D



***** Represented employees have the right to union representation. Employees may contact AFSCME to request a union representative. If the employee does not wish to attend the due process meeting in person, the employee has the right to submit a statement in response to the charges.

APPENDIX E

Category I: Field Services – Physical Work

Category I includes positions that require the employee to spend their time in the field or in more industrial-type settings, performing physical work. As a result, the wear and tear on clothing is more significant than for other positions. There is also a need for recognition as a city employee (with a city logo) when in public.

Crew Chief	WWTP Operator I, II, III	Building Maintenance Technician
Sr. Maintenance Worker	WTP Operator I, II, III	Custodian I, II
Maintenance Worker	Lab Technician	

Category II: Office

Category II includes positions that require employees to spend the majority of their time in an office setting. There may be occasional opportunities when recognition as a city employee (with a city logo) in public is helpful.

GIS Sys. Coordinator	LINX Driver	Court Clerk I, II
Systems Engineer	Sr. Development Services Technician	IT Help Desk Support
Sr. Network Engineer	Accountant	Finance Clerk
Maintenance Operations Coordinator	Payroll Specialist	Administrative Assistant II
SC Activities Planner	Development Services Assistant	Project Engineer
Engineering Tech II	Engineering Associate	Project Manager
Library Assistant I, II	LINX Dispatcher	

MEMORANDUM OF UNDERSTANDING FOR COMPETITIVE BIDDING

It is understood that the following process represents a partnership between the City and the Union in order to provide the citizens of Lebanon the best services possible in the most efficient, effective, and competitive manner. It is understood that the decisions concerning contracting shall be based on efficiency, effectiveness, and the ability to remain competitive.

- A) Either party may propose to enter the competitive process concerning bargaining unit work or work that could be done by the bargaining unit.
- B) The moving party shall give the other party written notice, which shall include as a minimum the following:
 - 1) The proposed work/activity to be impacted;
 - 2) The proposed or existing contractor;
 - 3) The terms, duration, performance standards, and amendment provisions of the existing or proposed contract.

If the Union is the moving party, it shall also submit the information required in Section C below with the written notice.
- C) Should the proposal from the City reduce bargaining unit work, the Union shall have ten (10) business days to contest the proposal.
 - 1) If the Union contests the proposed contract the City shall have five (5) business days to submit relevant information available to the city.
- D) The Union shall have twenty (20) business days to submit an alternative proposal to the City Manager. The alternative proposal may suggest any or all of the following, within the scope of work:
 - 1) A revised work schedule;
 - 2) Reduction or removal of management impediments to work accomplishment;
 - 3) Equipment or supplies necessary to perform the work more effectively;
 - 4) Training or special skills needed to perform the work;
 - 5) Any other means or mechanisms to perform work/activities in a more cost-effective manner.
- E) The City and the Union shall work together to prepare a joint recommendation to City Council within fifteen (15) business days. In the event agreement cannot be reached for the joint recommendation, either party may submit a separate recommendation to the City Council within the same time period. The Union will be allowed to present their proposal to the City Council for deliberation. The City Council shall make the final decision. If the decision reduces bargaining unit work the affected employees shall be provided at least thirty (30) business day's written notice.
- F) Should the loss of bargaining unit work cause a loss of work hours, any employee affected due to contracting out, shall utilize the contract language in Article 15 Section 1 (D) if eligible.

GLOSSARY

Anniversary Date: The date on which an employee was hired into a qualified represented position by the City of Lebanon.

Annual Employee Evaluation: An employee's evaluation date can be determined in two ways:

- (1) Six months following the trial services date, or
- (2) One year from the date of hire and each year thereafter.

The annual evaluation date includes the entire month of which the specific date lands.

Base Pay: "Base Pay" consists of the hourly wage on the salary schedule, certificate pay and career recognition pay. Bonus pay and overtime pay are excluded.

Bereavement Leave Qualifying Family Member: For purposes of Bereavement leave (Article 7, Section 5) only, a qualifying family member is defined as:

- (1) Spouse or domestic Partner (same or opposite sex)
- (2) Parent (custodial, non-custodial, adoptive, foster, biological, step, in-law, in loco parentis, parent of domestic partner)
- (3) Grandparent or grandchild of the employee or spouse/domestic partner
- (4) Sibling (brother, sister, step equivalent, in-law equivalent)
- (5) Child (biological, adopted, foster, step, child of domestic partner)

Dependent: Any family member who receives more than 50% of their support (living expenses including those under 25 years of age, books and tuition for school) from a city employee and who is qualified and identified as a dependent on the state and federal income tax return of the city employee.

Family Member/ Immediate Family: Except as otherwise defined in state or federal law for specific purposes (such as FMLA, OFLA, and/or PLO) the City of Lebanon's definition of a "family member" or "immediate family" member includes "wife, husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, stepparent or stepchild, grandparent or grandchild", of a city employee. The City recognizes same-sex domestic partners. A son or daughter is further defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis* who is either underage, or age 18 or older and incapable of self-care because of a mental or physical disability. A parent is further defined as a biological parent or an individual who stands or stood in *loco parentis* to an employee before that employee has reached adulthood.

FMLA: Family Medical Leave Act. The federal law that requires employers to grant employees up to 12 weeks of unpaid leave due to certain defined serious health conditions in themselves or to care for certain defined family members with such conditions.

Full-Time: Employment in an established position requiring 40 hours or more of work per week.

Graveyard Shift: A period of work after midnight. A shift of work running through the early hours of the morning, especially one running from midnight till eight o'clock the following morning (Source: MSN Encarta Dictionary). An example would be a shift that starts at 11:00 pm and ends at 7:00 am the next morning. Such a shift is often part of around-the-clock-operations that also has shifts from 8:00 am to 3:00 pm, and 3:00 pm to 11:00 pm.

Holidays (Official/Legal): The official or legal scheduled holidays recognized by the City are listed in Article IV of this Contract.

Holidays (Personal): In addition to the official or legal holidays, each employee is entitled to 24 hours of personal holiday leave. Part-time employees are entitled to 12 hours of personal holiday leave.

Layoff: Any reduction in or reorganization of the work force that results in one or more bargaining unit members having their position completely eliminated

OFLA: The Oregon Family Leave Act.

Overtime Pay Rate: Overtime shall normally be reimbursed at a rate of time and a half (1.5). However, some hours worked beyond the normal schedule, particularly on a daily basis, will be reimbursed at the regular pay rate (1.0).

Part-Time: Employment requiring between 20-39 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 and/or under 20 hours will not constitute a change in status unless they become consistent and sustained for 3 or more months.

Pay Eligibility Date: Includes one of the following, with the most recent taking precedence; hire date, most recent step increase, or grade increase.

Split Shift: A divided work period. A single work period that is divided into two or more sessions of work, separated by an interval that is longer than a normal rest or meal break. An example would be a work shift that started at 8:00 a.m., ran until Noon, and then resumed at 3:00 p.m. and concluded at 7:00 p.m.

Swing Shift: A shift between day and night. A period of work beginning in the afternoon and ending at night. It overlaps with the day shift and the night shift. An example would be a shift that begins at 3:00 p.m. and ends at 11:00 p.m.

Trial Service:

(A) A newly hired city employee shall receive an employee evaluation approximately six months following the date they began working for the City of Lebanon. (Example: an employee begins working on February 1, 2013 and would be eligible for an evaluation review on approximately August 1, 2013).

(B) A current employee accepting a different city position shall receive an evaluation approximately six months following the start of the new position.

Both trial service periods are six months in duration and are not accompanied with a Step Increase.

Exception: Should an employee have a continuance of their trial service; their Employee Evaluation shall also be extended. (Example: using the same example as above: the six-month trial service above gets extended for three months, to November 1, 2013. The trial service evaluation date also gets extended to November 1, 2013.)

Unsubsidized: The period of time after 180 days that an employee is off work due to a worker's compensation injury and the City is no longer subsidizing the difference in pay between worker's compensation time loss payments and pre-loss gross earnings and the employee is in an unpaid status after using all available accruals.

Weekend Shift: A work period that is scheduled on Saturday and/or Sunday.