CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 13- 46

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TIGARD AND SEIU LOCAL 503/OPEU LOCAL 199 AND AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199 expired June 30, 2013; and

WHEREAS, a new three year collective bargaining agreement has been negotiated for the period of November 12, 2013 to June 30, 2016 has been negotiated, and

WHEREAS, the City Council reviewed this matter in Executive Session at their October 22, 2013 meeting; and

WHEREAS, the City Council wishes to authorize the City Manager to sign the agreement described above.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199, effective November 12, 2013 through June 30, 2016 is hereby adopted .

SECTION 2 : This resolution is effective immediately upon passage.

PASSED: This 12th day of November 2013.

Mayor - City of Tigard

ATTEST:

Catherine Wheatley
City Recorder - City of Tigard

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TIGARD

and

SEIU LOCAL 503/OPEU, LOCAL 199

EXPIRES JUNE 30, 2016~~13~~

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TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1- RECOGNITION ..... 1~~2~~

ARTICLE 2 - SAVINGS CLAUSE ..... 2~~3~~

ARTICLE 3 - EMPLOYEE RIGHTS ..... 2~~3~~

ARTICLE 4 - MANAGEMENT RIGHTS ..... 2~~3~~

ARTICLE 5 - UNION SECURITY 3

ARTICLE 6 - UNION RIGHTS ..... 4~~6~~

TENTATIVE AGREEMENT, MAY 8, 2013**ERROR! BOOKMARK NOT DEFINED.**~~6~~

ARTICLE 7 - CITY SECURITY ..... 5~~8~~

ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION ..... 6~~9~~

ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY ..... 8~~12~~

ARTICLE 10 - HOLIDAYS ..... 11~~15~~

ARTICLE 11 –VACATION ..... 12~~17~~

TENTATIVE AGREEMENT, JULY 23, 2013**ERROR! BOOKMARK NOT DEFINED.**~~17~~

ARTICLE 12 – BENEFITS ..... 14~~19~~

ARTICLE 13 – SALARIES ..... 17~~22~~

ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT ..... 17~~23~~

ARTICLE 15 - SICK LEAVE ..... 19~~25~~

ARTICLE 16 - OTHER LEAVE ..... 21~~27~~

ARTICLE 17 - LAYOFF ..... 22~~29~~

ARTICLE 18 - DISCIPLINE AND DISCHARGE ..... 24~~31~~

ARTICLE 19 - PERSONNEL RECORDS ..... 25~~33~~

ARTICLE 20 - CONTRACTING AND SUBCONTRACTING OF WORK ..... 26~~33~~

Formatted: All caps

ARTICLE 21 - GRIEVANCE PROCEDURE ..... 27~~34~~

ARTICLE 22 - INCLEMENT WEATHER..... 28~~36~~

ARTICLE 23 - TERM OF AGREEMENT AND REOPENING ..... 29~~37~~

APPENDIX A ..... 31~~39~~

APPENDIX B ..... 35~~46~~

~~PREAMBLE ..... 1~~

~~ARTICLE 1 - RECOGNITION ..... 2~~

~~ARTICLE 2 - SAVINGS CLAUSE ..... 34~~

~~ARTICLE 3 - EMPLOYEE RIGHTS ..... 34~~

~~ARTICLE 4 - MANAGEMENT RIGHTS ..... 34~~

~~ARTICLE 5 - UNION SECURITY ..... 34~~

~~ARTICLE 6 - UNION RIGHTS ..... 67~~

~~Tentative Agreement, May 8, 2013 ..... 67~~

~~ARTICLE 7 - CITY SECURITY ..... 89~~

~~ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION ..... 910~~

~~ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY ..... 1213~~

~~ARTICLE 10 - HOLIDAYS ..... 1516~~

~~ARTICLE 11 - VACATION ..... 1718~~

~~ARTICLE 12 - BENEFITS ..... 1920~~

~~ARTICLE 13 - SALARIES ..... 22~~

~~ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT ..... 23~~

~~ARTICLE 15 - SICK LEAVE ..... 25~~

~~ARTICLE 16 - OTHER LEAVE ..... 27~~

~~ARTICLE 17 - LAYOFF ..... 29~~

~~ARTICLE 18 - DISCIPLINE AND DISCHARGE ..... 31~~

Formatted: All caps

~~ARTICLE 19 - PERSONNEL RECORDS ..... 33~~

~~ARTICLE 20 - CONTRACTING AND SUBCONTRACTING OF WORK ..... 33~~

~~ARTICLE 21 - GRIEVANCE PROCEDURE ..... 34~~

~~ARTICLE 22 - INCLEMENT WEATHER ..... 36~~

~~ARTICLE 23 - TERM OF AGREEMENT AND REOPENING ..... 37~~

~~APPENDIX A ..... 39~~

~~APPENDIX B ..... 46~~

~~PREAMBLE ..... 1~~

~~ARTICLE 1 - RECOGNITION ..... 1~~

~~ARTICLE 2 - SAVINGS CLAUSE ..... 2~~

~~ARTICLE 3 - EMPLOYEE RIGHTS ..... 2~~

~~ARTICLE 4 - MANAGEMENT RIGHTS ..... 2~~

~~ARTICLE 5 - UNION SECURITY ..... 3~~

~~ARTICLE 6 - UNION RIGHTS ..... 4~~

~~ARTICLE 7 - CITY SECURITY ..... 5~~

~~ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION ..... 5~~

~~ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY ..... 8~~

~~ARTICLE 10 - HOLIDAYS ..... 11~~

~~ARTICLE 11 - VACATION ..... 12~~

~~ARTICLE 12 - BENEFITS ..... 14~~

~~ARTICLE 13 - SALARIES ..... 15~~

~~ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT ..... 16~~

~~ARTICLE 15 - SICK LEAVE ..... 18~~

~~ARTICLE 16 - OTHER LEAVE ..... 19~~

~~ARTICLE 17 - LAYOFF ..... 20~~

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~~ARTICLE 18 – DISCIPLINE AND DISCHARGE ..... 22~~

~~ARTICLE 19 – PERSONNEL RECORDS ..... 23~~

~~ARTICLE 20 – CONTRACTING AND SUBCONTRACTING OF WORK ..... 24~~

~~ARTICLE 21 – GRIEVANCE PROCEDURE ..... 25~~

~~ARTICLE 22 – INCLEMENT WEATHER ..... 26~~

~~ARTICLE 23 – TERM OF AGREEMENT AND REOPENING ..... 27~~

~~APPENDIX A ..... 29~~

~~LETTER OF AGREEMENT REGARDING HEALTH INSURANCE MEETINGS ..... 35~~

~~LETTER OF AGREEMENT REGARDING CLASS AND COMPENSATION STUDY ..... 36~~

~~APPENDIX B ..... 37~~

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PREAMBLE

This Agreement is entered into as of ~~July 1, 2010~~, by Local 199 of SEIU Local 503/OPEU, hereinafter referred to as the "Union," and the City of Tigard, hereinafter referred to as the "City," for the purposes of collective bargaining. It is the purpose of this document to set forth the full Agreement between the above-mentioned parties on matters relating to employment relations.

The City and the Union 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 not removed by law from the area of 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 full in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at that time that they negotiated this Agreement.

ARTICLE 1- RECOGNITION

Section 1. Bargaining Unit: The City recognizes SEIU Local 503/OPEU "Union" as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for the classifications listed in Appendix "A" for all full-time, regular employees (those employees regularly scheduled to work forty (40) hours per week) and for all regular, part-time employees (those employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week) . All seasonal employees (those hired to work for a fixed period of time which is less than one year), casual, irregular part-time (those scheduled to work less than twenty (20) hours per week), and all other employees are excluded from the bargaining unit. Any employee employed on a temporary basis will be excluded from the bargaining unit, provided that if such employee works in a position for more than 1,040 hours in a year, the employee's status will be changed to regular full or regular part-time, as the case may be, for purposes of this Agreement. The parties agree that the foregoing limit on temporary employees' hours shall not apply when the temporary employee is employed as a substitute for a regular full-time or regular part-time employee during an extended leave or period of light duty not to exceed two (2) years, or as the parties may otherwise agree.

Section 2. Non-Discrimination: This Agreement shall be applied equally to all employees represented by the Union without unlawful discrimination for any reason. The Union shall share equally the responsibility for applying the provisions of this paragraph. Inasmuch as both State and Federal law include mechanisms for the resolution of discrimination issues, the Union and the City agree that the provisions of this Section shall be used as the basis for a Step 1 through Step 3 grievance, but shall not be pursued to Step 4 - Arbitration, or otherwise cited as the basis for a claim of a violation of this Agreement.

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Section 3. New Classifications: The City shall notify the Union of its decision to change an existing or add a new classification by sending a copy of the new or revised classification description to the Union. The City shall also notify the Union of any change in job duties of an existing classification if such a change may affect the employee's representation status. The City shall also advise the Union as to whether or not it regards the new or revised classification or position to be within or outside the bargaining unit. If the City and the Union cannot agree as to whether or not such new or revised classification or position should or should not be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such new or revised classification or position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled. The Union shall have the right to bargain over the appropriate salary ranges for any new or substantially changed classification within the bargaining unit.

Section 4. Notice: Unless otherwise provided in this agreement, whenever notice to the Union is required under this Agreement, such notice shall be satisfied by actual delivery of written notice or e-mail to any Union officer. A courtesy copy will be provided by first class mail to the designated SEIU/OPEU Union Organizer.

ARTICLE 2 - SAVINGS CLAUSE

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

ARTICLE 3 - EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, by the Union, or by any employee because of his/her exercise of these rights.

ARTICLE 4 - MANAGEMENT RIGHTS

The City Manager and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and

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its employees, determining services to be rendered, standards of service and method of operation, including the introduction of new equipment; establishing procedures and standards for employment and promotion; layoff, transfer, and demotion; to discipline or discharge for just cause; determine job descriptions; determine work schedules and assign work, and any other rights, except as expressly limited by the terms of this Agreement. In all matters not specifically limited by this contract, the City shall have a clear right to make and to implement decisions in all such areas on a unilateral basis. All such decisions and actions shall not be subject to the contract grievance procedure or other claim of a violation of this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1. Dues Checkoff: The City, when so authorized and directed in writing by an employee member of the bargaining unit on the authorization form provided by the City, will deduct bargaining unit dues and insurance premiums from the wages of such employee.

The City will not be held liable for checkoff errors but will make proper adjustments when notified of errors as soon as is practical. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deduction made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

For all dues deduction authorizations received on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for dues cancellation shall be transmitted to the Union. The City will also notify the Union in writing of changes or proposed changes in any employee's dues or fair share status under this article.

The aggregate deductions of all employees, together with an itemized statement, shall be remitted to the Union no later than the tenth (10th) day of the month following the month for which the deductions were made. The itemized listing of the Union members shall reflect employees, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary change, new changes, or any other personnel action which would affect the amount of dues withheld. The monthly dues/fair share deduction statement from the Employer shall include the following information in electronic form for each bargaining unit employee: name, unique employee ID number, home phone number, work location and job classification.

The City agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement.

Section 2. Fair Share: Employees covered by the terms and conditions of this Agreement and who have not authorized the deduction of dues pursuant to Section 1 of this article shall have payments in lieu of dues (fair share) deducted from their pay for transmittal to the Union in accordance with the provisions of Section 1 hereof. The amount of the fair share payment shall

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be the bona fide cost of representation as certified in writing by the Union to the City and shall not exceed the dues required of employees who are members of the Union. The City shall notify all newly hired employees of this requirement at the time of employment. The names of all newly hired employees under this Agreement will be submitted to the Union President and Organizer within ten (10) days of their date of hire.

Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees exercising this right must notify the City and the Union of such status. Payment shall be remitted to that charity by the employee and this fact certified by the employee to the Union within ten (10) calendar days of the time dues or fair share payments will have been taken out of the employee's paycheck. Upon an employee's failure to provide certification to the Union by the tenth (10th) day, the Union may notify the City that it shall resume dues or fair share deductions until such notice is provided.

Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted, together with an itemized statement, to the Union no later than the tenth (10th) day of the month following the month for which deductions were made.

Section 3. Indemnification: The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 6 - UNION RIGHTS

Section 1. Meetings with the City: A Union steward or other Union representative and employees who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee or employees will attend any such meeting when the time of the meeting is set, and it shall be the responsibility of each individual employee to provide a minimum of twenty-four (24) hour advance notice whenever possible of the meeting to his or her immediate supervisor. The City reserves the right to change the time of any meeting that unduly disrupts City operations.

Section 2. Negotiations: The negotiating team of the Union, to be comprised of not more than five (5) employees, shall be permitted to attend negotiation meetings with City representatives without loss of regular pay, based on work time lost, when such negotiations are scheduled during the regular work hours of the involved employees. In addition to the above provided time off for negotiations, ~~each of~~ the Union's bargaining team ~~members~~ shall be allocated a 15-hour leave pool to be used among the bargaining team members ~~released from duty for up to a total of three (3) hours~~ for negotiation preparations and related activity during the course of negotiations. Team members desiring to use all or a portion of the leave pool shall request the time off at least

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forty-eight (48) hours in advance and will record their time as "negotiation preparation leave." The parties agree that there may not be more than two (2) employees from the same department on the Union's negotiating team.

Section 3. Bulletin Boards: The City agrees to furnish and maintain suitable bulletin board space in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City agrees that the Union may utilize the inter-office electronic mail system as another form of communication between employees. The Union agrees that the e-mail system will not be used to discuss negotiations or to transmit confidential material such as grievance information. The Union agrees to restrict the use of e-mail to activities not prohibited by the contract.

Section 4. Personnel Policies: The City shall submit a copy of any proposed revisions to the City's Personnel Policies and Procedures Manual to the Union for comment before such revisions are adopted.

The Union shall be provided a copy of any work rules or other written memoranda that are distributed to all employees in the City or to all employees of a department of the City. The City shall maintain an up-to-date general Policies and Procedures Manual which shall be available in the Human Resources office. Written departmental policies and procedures will be made available in the department.

Section 5. Stewards. The Union will provide the City with a current list of designated union stewards. If the Union fails to provide current steward names, no City time shall be granted for unnamed stewards. Time spent by stewards under this Article will be recorded and reported to the immediate supervisor by the steward as the time is incurred. If a steward fails to maintain or provide proper records of time spent, no further City time shall be granted.

Section 6. Leadership Meetings: The City Manager and the Union President shall meet quarterly for the purpose of maintaining open communication between the parties. These meetings are not intended to replace or supplement bargaining between the parties, and shall not include discussion of mandatory subjects of bargaining.

Section 7. New Employee Orientation: The City will schedule up to fifteen (15) minutes during an SEIU employee's new hire orientation to allow a Union Steward or Officer time to provide a Union orientation. The City shall notify the Union President of the time so scheduled for each orientation. It shall be the Union's responsibility to provide an available Steward or Officer at the scheduled time.

ARTICLE 7 - CITY SECURITY

The Union agrees that during the term of this contract its membership will not participate in a strike, work stoppage, sympathy strike, slowdown, or other interruption of work. Any violation of this Article shall be grounds for disciplinary action up to and including discharge. There shall be no lockout of employees during the term of this Agreement.

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ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION

Section 1. Determining Seniority: For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service with the City from the most recent date of hire in a regular, full-time or regular, part-time bargaining unit position. No employee who has accrued seniority as of the date of this Agreement will lose seniority by reason of this provision. Employees will continue to accrue seniority when they are out on protected leaves. Employees out on unprotected unpaid leaves of absence that are for thirty-one (31) days or longer since his/her most recent hire date will not accrue seniority when out on leave but will retain the seniority they had before going on leave.

Section 2. Probationary Period:

(a) New Employee: The probationary period shall be six (6) months for all new employees. By mutual agreement of the City and the Union, an extension of the probationary period for a maximum of three (3) months may be implemented. During the probationary period, an employee may be discharged at the sole discretion of the City without any reasons or cause being shown.

(b) Promoted or Transferred Employee: A newly promoted or transferred employee will be subject to a probationary period of six (6) months from the effective date of the promotion or transfer. By mutual agreement of the City and the employee, an extension of the probationary period for a maximum of an additional three (3) months may be implemented. During a promotional or transferee probationary period, an employee will continue to be considered a regular employee, will continue to accrue seniority, and shall be protected in discipline and discharge procedures on the same basis as other regular employees. However, during such a promotional or transferee probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City. Written notice to the employee of the reasons for the action shall be provided. During the first sixty (60) days of their probationary period in the new job, employees shall have the right to return to their previous classification at their request.

(c) Reclassification: Employees filling positions that are reclassified by the City will not be subject to a probationary period unless otherwise indicated prior to the effective date of the reclassification. During such a reclassification probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City.

(d) Promotion: For purposes of this Article, "Promotion" is defined as appointment to a position in a classification which has a higher maximum salary rate than the employee's

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present classification. Employees who are promoted will be required to serve a new probationary period and their merit date will change to the date of their promotion.

(e) Transfer: For the purposes of this Article, "Transfer" is defined as appointment to a new assignment which has the same maximum salary rate as the employee's present classification. Employees who are transferred will retain the same merit date as applied to the employee's prior assignment. However, employees transferred to a position in a different classification in which they have not previously served must serve a probationary period in the new classification.

Section 3. Job Posting: All vacancies and new positions to be filled shall be posted on appropriate bulletin boards for at least five (5) working days prior to the application deadline. This subsection shall not apply to transfers or to the recall of employees subject to layoff.

Section 4. Promotions or Classification Transfer: The parties agree that the most qualified applicant for a promotional opportunity or classification transfer will be given preference in filling any such vacancy. Employees shall be given full consideration for all promotional opportunities or classification transfers, if they meet the qualifications. In cases where two (2) current City employees are considered, in the judgment of the City, to be equally qualified for a promotion, the promotion or classification transfer shall be given to the employee who has the greatest seniority. At the time of the promotion, an employee shall be placed at the starting rate for the job, minimum of at least five percent (5%) pay increase, provided that if the promoted employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the promotion, the employee will be paid no less than the differential he or she was receiving while acting in capacity. The promoted employee's pay rate shall not, however, exceed the established pay range for the classification to which he or she is being promoted. Any employee who is interviewed for a position, and who is not selected, shall upon request, be entitled to a meeting with his or her supervisor and a representative from Human Resources to discuss actions he or she might take to become a more viable candidate for future openings.

Section 5. Reclassification: If an employee has good reason to believe that the duties of his/her position are no longer consistent with the classification to which he/she is assigned, a classification review request may be submitted in writing to the employee's supervisor. The classification review request shall detail the specific changes in job duties that have occurred since the effective date of this Agreement or the specific inconsistencies that exist between his/her job duties and current classification. If the matter is not resolved between the employee and supervisor, the employee may within thirty (30) days following the employee's written classification review request submit a written classification review request to the department head. The City shall have thirty (30) days to review and respond to a classification review request and shall have an additional thirty (30) days if an outside consultant is to be retained for the purpose of reviewing the request. Wage adjustments which may result from this process may involve either an increase or a reduction in the employee's compensation, in no case retroactive for more than thirty (30) days previous to the date the written classification review request is submitted to the supervisor under this Section 5. No classification review request may be submitted by an employee during the period of his or her probationary service with the City. An employee's merit review date will not be changed by reason of reclassification under this

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Section 5.

The foregoing shall not be construed as preventing the City from exercising its right to transfer employees, to assign job duties, to define and redefine the job duties of any position, and upon its own initiative to reclassify positions pursuant thereto.

When a position is reclassified, the incumbent who is subject to the reclassification shall be paid as follows:

(a) If the new classification has a higher maximum rate of pay, the employee shall be paid the minimum rate of the new classification or his/her current rate of pay plus five percent (5%) whichever is greater. If the employee's current rate of pay exceeds the maximum rate of pay of his/her new classification, the employee shall be maintained at his/her current rate of pay until such time as the maximum rate of pay of the new classification exceeds his/her current pay.

(b) If the new classification has a lower maximum rate of pay, the employee shall receive his/her existing rate of pay but shall not be eligible for cost-of-living increases until such time as the established maximum pay rate for the new classification exceeds his/her rate of pay. If the employee works in such new classification as a result of employee request or in lieu of layoff the employee will be paid the applicable rate of pay for the lower classification given the length of the employee's service.

(c) If the reclassified employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the reclassification, the employee will be paid no less than the differential he or she was receiving while acting in capacity.

All reclassifications shall be effective upon the first of the month following the month in which the reclassification request was submitted to the City. No grievance regarding an employee's classification assignment may be filed until after the provisions of this Section have been exhausted. If a grievance regarding an employee's classification assignment is pursued to arbitration, the arbitrator shall be bound to the standards contained in this Section in making his/her determination.

ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Week, Work Day and Work Schedule: The "work week", shall be defined as seven (7) consecutive days commencing at the start of the employee's work schedule.

A "work day" shall be defined as a recurring twenty-four (24) hour period commencing at the start of the employee's work schedule.

A "work schedule", consistent with the operating requirement of the City, shall be a 5-8, 4-10, flexible or part-time as follows:

(a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week.

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(b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week.

(c) An alternative work schedule shall consist of fixed hours other than a 5-8 or 4-10 schedule.

(d) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee but remains variable with regard to the number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. Assignments which the City expects to work a flexible schedule will be identified as such. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule.

(e) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(f) Job Sharing. As long as the City maintains a policy allowing job sharing, employees shall be eligible to participate in the City's program. The application of the policy, however, shall not be subject to the grievance procedure.

Section 2. Overtime: The City and the Union agree to waive the application of ORS 279.340 and shall utilize the following provisions in determining compensation for overtime:

All authorized work shall be compensated at the rate of time-and-one-half for work under the following conditions:

(a) Employees assigned to a 5-8 schedule shall receive overtime for any work after eight (8) hours on any work day, and for any mandatory work performed on the sixth (6th) or seventh (7th) day of the employee's work week.

(b) Employees assigned to a 4-10 schedule shall receive overtime for any work after ten (10) hours on any work day and for any mandatory work performed on the fifth (5th), sixth (6th), or seventh (7th) day of the employee's work week.

(c) Employees assigned to a flexible work schedule shall receive overtime credit for all authorized work hours that exceed forty (40) hours per work week.

All overtime pay shall be computed to the nearest one-quarter (1/4) hour. Under no conditions will overtime be paid twice for the same hours worked.

Section 3. Payment of Overtime: Overtime that is not scheduled as compensatory time off during the pay period in which it is worked shall be paid in cash or, if authorized by the City and agreed to by the employee, be accrued as compensatory time off to the extent such is allowed by law. The time shall be scheduled upon the employee request, consistent with the operating needs

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of the City and in accordance with the Fair Labor Standards Act, during the following six (6) month period. The parties agree that the City will not be obligated to schedule compensatory time off and that such a request will be deemed to be unduly disruptive if the request would cause the City to incur overtime to cover the requested time off. Time off not requested or scheduled within six (6) months of accrual shall be paid for. A permanent record of the overtime accrued shall be available to the employees for inspection upon request. All accrued compensatory time shall be paid in cash upon termination of employment with the City.

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Section 4. Shift Change Premium: If an employee's regularly scheduled work hours are changed with less than three (3) working days advance notice, those hours upon the first day of the modified schedule that fall outside of the originally scheduled hours shall be paid at the overtime rate. The provisions of this Section shall not apply if the change in work hours is at the request of the employee or is the result of an emergency or unforeseeable circumstance, such as inclement weather.

Section 5. Call-Back: Any employee who has completed his/her work day and departed the City's premises upon completion of said day and is then called back to work more than two (2) hours before the start of his/her next normal shift will receive a minimum of two (2) hours pay at time-and-one-half of the employee's regular rate of pay. In the event such a call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of his/her regular shift, at which time he/she will begin receiving compensation at his/her regular straight-time rate.

Section 6. Acting in Capacity: The parties agree to strive to encourage and provide on-the-job training for employees.

When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of fifteen (15) consecutive or nonconsecutive days (eight (8) hours or any portion thereof), that employee shall be paid premium pay of ten percent (10%).

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

Any City employee who, in addition to his/her regular duties, is functioning as a lead worker to three (3) or more Community Service Workers performing work for the City at the direction of the Court shall qualify for acting in capacity pay under this Section 6.

Section 7. Building Inspector Differential: The parties agree to the attached Appendix B.

Section 8. Bilingual Premium. The City shall designate positions that shall be eligible to receive a $50 (fifty dollar) per month Spanish language premium. The City will use the following criteria when designating positions: those positions that require public contact and continual eliciting and explaining information in Spanish, or those that are in a work location where there

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is a demonstrated need for Spanish language translation in providing services to the public. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need. To be eligible for the Spanish language premium, employees in the eligible positions must demonstrate proficiency in Spanish at an intermediate level. The City will develop a testing/certification process to enable employees to demonstrate such proficiency to the satisfaction of the City. The City may determine that other languages may qualify based on a demonstrated need.

ARTICLE 10 - HOLIDAYS

Section 1. General Holidays. The City of Tigard shall observe the following paid holidays for employees in other than the Library:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One (1) floating holiday

If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday.

A regular full-time employee shall receive eight (8) hours pay for each of the holidays listed above on which he/she performs no work, provided the employee works the scheduled day before and the scheduled day following the holiday unless the employee is on paid leave status. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time-and-one-half with a minimum guarantee of two (2) hours work.

Section 2. Library Holidays. The Library will observe the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day

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Thanksgiving Day
Christmas
4 floating holidays

Holidays will be observed on the actual day the holiday falls. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off within thirty days. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time-and-one-half with a minimum guarantee of two (2) hours work.

Section 3. Scheduling of Floating Holidays. It is the responsibility of an employee who accrues a floating holiday under Sections 1 and 2 to schedule the holiday time off at a time that is mutually agreeable to the employee and his/her supervisor prior to the end of the fiscal year. Any accrued, but unused floating holiday time will be lost at the end of the fiscal year.

Section 4. Holidays for Part Time Employees. For part time employees, if the holiday occurs on an employee's regularly scheduled day off, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday~~during the same pay period in which the holiday falls~~. The employee will not be cashed out for holiday, or allowed to take the holiday time off beyond the thirty-day period~~pay period in which the holiday occurs~~. If operational needs permit, the City will allow part-time employees an opportunity to modify their work schedule and work additional hours during a holiday week to provide for a full paycheck without having to use vacation time or other earned leave and without incurring overtime.

Section 5. Holiday benefits for regular, part-time employees (twenty (20) hours per week or more) shall be granted on a prorated basis to that of a forty (40) hour employee, provided the employee has worked an average of twenty (20) hours per week in the preceding calendar month and the employee works the employee's scheduled day before and day after the holiday or is on paid leave status. In the first month of employment average hours worked per week will be determined on the basis of weeks worked in the month, fractional weeks excluded.

ARTICLE 11 – VACATION

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Section 1. Accrual: Full-time employees shall accrue vacation days at the following rates:

0 to 6-month probation period	No monthly accrual, 20 hours of vacation credited upon successful completion of probationary period.
6 months to 1 year of service	7.0 hours/month
After the 1st anniversary of service	8.0 hours/month
After the 5th anniversary of service	10.0 hours/month
After the 10th anniversary of service	12.5 hours/month
After the 15th anniversary of service	14.0 hours/month
After the 20th anniversary of service	16.0 hours/month

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A part-time employee shall accrue vacation on a prorata basis to that of a forty (40) hour employee.

Notwithstanding the above-specified rates of vacation accrual, no employee shall be allowed to accumulate vacation in excess of one hundred ninety-two (192) hours. It shall be the responsibility of each employee to schedule sufficient vacation so that he or she is not denied accrual of additional vacation.

Section 2. Utilization: The parties recognize that utilization of accrued vacation time is in the best interest of the City and the employee. Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee based on the employee's request, seniority, and the operational needs of the City. Once scheduled, there will be no vacation scheduling bumping.

Upon written request by an employee and approval by the Department Head, an employee shall also be allowed to convert a block of up to two (2) weeks of accrued vacation time into cash, provided he or she also has already taken at least forty (40) hours of vacation time off during the same fiscal year. Employees will be required to maintain a minimum of 40 hours of accrued vacation in order to be eligible for cash out under this section. This option may be exercised twice per fiscal year.

All regular employees shall be entitled to payment for unused vacation leave upon separation from City service. In the event of death, the employee's heirs will be entitled to payment for unused vacation leave.

Approved vacation leave may not be cancelled by the City except in the event of an emergency which creates an abnormal work load or other condition not under the control of the City. In the event of such condition or emergency, the employee shall be notified of the cancellation in writing. Unrecoverable transportation or lodging deposits, provided the employee notified the City of same at the time that the vacation was cancelled, will be paid by the City if the employee produces proof of such unrecoverable deposits.

Section 3. Hardship donations. The City will allow employees to make donations of accumulated vacation leave into a "leave bank." For the purpose of this agreement, the hardship leave donations will be administered under the following stipulations:

(a) The recipient and the donor must be regular employees of the City. The parties agree that management employees may donate to the leave bank, on a voluntary basis.
(b) The City shall not assume any tax liabilities that would otherwise accrue to the employee.
(c) Requests to receive hardship leave must be accompanied by medical documentation of an employee's serious health condition that will leave the employee out of work for at least a month.
(d) Each application for donated vacation hardship leave will be reviewed and approval granted or denied on a case by case basis by the Human Resources Department. The recipient employee must file with the Human Resources Department a medical

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certificate, verifying eligibility under these criteria. The City retains the right to require periodic (monthly) certification to verify eligibility.

(e) Donations shall be credited at the recipient's current regular hourly rate of pay.

(f) Donated hours will be directed to a vacation donation hardship leave bank for access by any regular employee meeting the criteria for requesting a hardship leave~~vacation donation~~ as referenced in this policy.

(g) Employees will not be eligible to receive pay for donated vacation hardship leave unless they either have maintained an average of at least 40 hours of sick leave over the preceding 12 months or have exhausted paid leave accruals and are on approved unpaid leave for a minimum of forty (40) hours. Employees on approved unpaid leave status will be responsible for paying all benefit premiums.

(h) The City will notify the Union President of any request for hardship leave, as long as the employee requesting the leave consents to such notification, in writing. The notification shall include the status of the hardship leave bank.

~~(g)~~(i) Unused donated hours shall be carried over from year-to-year and shall not lapse.

ARTICLE 12 – BENEFITS

Section 1. Life Insurance: The City shall provide each employee with a $25,000 group term policy and will pay one-hundred percent (100%) of the premium.

Section 2. Medical Insurance: The City agrees to provide employees a choice between Regence Plan V-E-PPP, Plan I-C PPP Rx 2, or Kaiser medical insurance including the alternative care option, contingent upon CIS' minimum enrollment requirements and plan availability, unless mutually agreed otherwise in the Insurance Committee. The City also agrees to provide dental insurance (a choice between Willamette Dental, ODS and Kaiser Dental) and vision insurance or substantially equivalent coverage for each employee and all enrolled dependents including domestic partners, subject to the following.

Effective January 1, 2014,~~August 1, 2010~~, the City will contribute 90% toward the premium for the medical/dental insurance plan selected by each full-time employee (defined as those who work 32 or more hours per week). The employee will pay the remaining 10%.~~make up to the following maximum insurance contributions (The City's maximum contribution for 2010 is 90% of Plan V-E w/ ODS dental):~~

~~Class of Coverage~~	~~Maximum City Contribution~~
~~Employee Only~~	~~537.98~~
~~Employee + one~~	~~1112.73~~
~~Employee + two or more~~	~~1538.96~~

Effective January 1, 2015~~August 1, 2011~~, the City's payment toward the medical/dental insurance premium will increase by no more than 5% over its medical/dental premium contribution for 2014. Any remaining difference in medical/dental insurance premium will be paid by the employee.~~ will make up to the following maximum insurance contributions (reflecting a 10% increase over the City's 2010 maximum contribution):~~

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Class of Coverage	Maximum City Contribution
Employee Only	591.78
Employee + one	1224.03
Employee + two or more	1692.86

Effective January 1, 2016, August 1, 2012, the City's payment toward the medical/dental insurance premium will increase by no more than 5% over its medical/dental premium contribution for 2015. Any remaining difference in medical/dental insurance premium will be paid by the employee. will make up to the following maximum insurance contributions (reflecting a 10% increase over the City's 2011 maximum contribution):

Class of Coverage	Maximum City Contribution
Employee Only	650.96
Employee + one	1346.40
Employee + two or more	1862.14

Section 3. City Subsidy

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For calendar year 2014, the City will pay up to an additional $60 monthly subsidy toward employees' monthly premium contribution for full-time employees (32 hours or more) who get their coverage from the City.

For calendar year 2015, the City will pay up to an additional $45 monthly subsidy toward employees' monthly premium contribution for full-time employees (32 hours or more) who get their coverage from the City.

For calendar year 2016, the City will pay up to an additional $40 monthly subsidy toward employees' monthly premium contribution for full-time employees (32 hours or more) who get their coverage from the City and have a salary rate less than or equal to $3200.

NOTE: The City's subsidy payments provided above will not be counted toward the City's contribution for purposes of the 5% annual increases provided in Section 2, above.

Section 4. Payroll Deduction

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Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 12, Section 2 with or without the employee's individual authorization.

Section 5. Insurance Reopener

Should combined health, dental and vision premiums for employee + two or more coverage effective January 1, 2015 August 1, 2011 or January 1, 2016 August 1, 2012 increase by tenfifteen percent (15 10%) or more, averaged across the available plans, the parties shall at the request of either party reopen discussion concerning the restructuring of contribution rates and/or

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a restructuring of benefits. Modifications will be made by mutual agreement. The parties agree to a ninety (90) day mid-term bargaining period under the statute in the event a reopener is exercised. If no agreement is reached after the conclusion of the ninety (90) days, the parties agree that Article 7 (City Security) does not apply.

Section 6. Insurance Committee

The parties agree to establish a joint insurance committee to review insurance plan options and to make recommendations for potential changes in plan design that will contain insurance costs to no more than a 5% total increase. The committee will meet monthly from March through August, 2014 and 2015 to make recommendations for Plan Year 2015 and 2016. The Committee will consist of three members of management, one of whom will be the Director of Human Resources, who will chair the committee, and three employee members from the bargaining unit who will be appointed by SEIU. No one else may attend committee meetings absent mutual agreement. All union members of the committee will be allowed two (2) hours of paid time each in months the committee meets to prepare for the meeting. The parties may, upon mutual agreement, implement a change in plan design based on the committee's recommendation. In the event the committee's recommendation results in a decrease in premium from one plan year to the next, the parties also may discuss potential gain-sharing options.

Section 7~~3~~. Disability Insurance: The City agrees to provide disability/salary continuation insurance at 66-2/3% of base salary, not to exceed $2,000 per month, to provide coverage after sixty (60) days of disability.

Section 8~~4~~. Retirement: During the term of this Agreement, the City shall continue to contribute ten percent (10%) of each employee's gross pay to that employee's established 401A retirement account.

Section 9~~5~~. Flexible Spending Account: The City shall continue to provide a Flexible Spending Account.

Section 10~~6~~. Part-Time Employees: Employees who are regularly scheduled to work thirty-two (32) or more hours per week shall receive all benefits specified in Sections 1 through 3 and 7 through 9~~5~~ above. Employees who are regularly scheduled to work less than thirty-two (32) hours shall receive a City contribution equal to fifty percent (50%) of the cost of such benefits if the employee elects to pay an equal amount via payroll deduction.

Section 11~~9~~. Carrier Selection: The City reserves the right to provide the insurances and other benefits outlined above through a carrier of its choice. The City shall notify the Union of any changes in insurance carrier or other carriers at least thirty (30) days prior to the change.

The parties agree that all insurance and other benefits are subject to the terms and conditions of contracts and/or agreements between the City and the insurer(s).

Section 12~~0~~. VEBA: To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute $900 annually ($75 per month) to a

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VEBA account on behalf of each bargaining unit member. Starting January 1, 2014, employees who are not enrolled in a City-provided medical insurance plan will have restrictions on the use of any new funds contributed to the VEBA, consistent with legal requirements.

ARTICLE 13 – SALARIES

Section 1. Wage Rates: ~~There will be no cost-of-living or other adjustment to SEIU-represented employees' wages during FY 2010-2011 (other than normal step advancement).~~

(a) Effective September 1, 2013~~July 1, 2010~~, the salary range in steps for each classification shall be as set forth in Appendix A hereof [reflecting an increase of 2.1%~~no across the board increase~~]. .

(b) Effective July 1, 2014~~1~~, adjust wages across the board by the amount of the percentage change in the CPI-W, West Index (annual average) minimum zero, maximum 4.0 percent.

(c) Effective July 1, 2015~~2~~, adjust wages across the board by the amount of the percentage change in the CPI-W, West Index (annual average) minimum zero, maximum 4.0 percent.

Section 2. Probationary Step: New employees shall be hired within the range established for their classification and advanced five percent (5%) effective with the first full pay period following completion of their probationary period.

Section 3. Evaluations:

(a) During the first year of employment employees will be evaluated in writing after the first ~~every~~ six (6) months. Thereafter, employees will be evaluated in writing a minimum of once per year of employment. Employees may be evaluated more frequently at the discretion of the supervisor. The results of an evaluation shall be reviewed with the employee and the employee may within seven (7) days thereafter attach written comments or objections to the evaluation. An evaluation shall not be subject to the grievance procedure.

(b) All periodic salary increases within the salary range established in Appendix A shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. Each employee shall receive his or her written performance evaluation not later than ten (10) days prior to the employee's merit review date. An employee who has received no periodic salary increase within the applicable salary range as a result of an evaluation of less than satisfactory performance may file a written grievance under Article 21 (Grievance Procedure) within seven (7) days following notice of no increase.

(c) A seven (7) step salary schedule, five percent (5%) increments between annual steps beginning upon successful completion of the probationary period and annually hereafter is set forth in Appendix "A." Movement on the salary schedule is conditioned upon satisfactory performances as set forth in Section 3(b) hereof.

ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT

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Section 1. Mileage Reimbursement. Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be reimbursed at the standard IRS-allowed rate.

Section 2. Expense Reimbursement. Whenever overnight travel outside the City is required, the City shall reimburse employees for necessary and reasonable receipted meal, lodging, and other expenses, consistent with state and federal tax laws and City Policy.

Section 3. Training

(a) Mandatory Training: In addition to receiving expense reimbursement, mandatory training time shall be paid for as hours worked, in accordance with the FLSA. Travel time, provided no overnight stay is involved, shall also be paid for as hours worked.

This provision shall also apply to training which is necessary in order to acquire or maintain a required certificate or license following the employee's date of employment by the City.

(b) Voluntary Training: Training that is not mandatory may be with or without pay reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with the FLSA. Such training or course work may also be subject to such other conditions and restrictions as the City in its discretion may specify. The employee shall be advised at the time that the training is approved as to whether the training is considered mandatory or voluntary training.

Section 4. Tuition Reimbursement. The City will reimburse an employee for one hundred percent (100%) of the cost of tuition and fees for courses conducted outside the employee's regular working hours to provide employees an opportunity for the development of additional skills which are directly related to the performance of an employee's job, consistent with federal and state tax laws and City policy.. This reimbursement will be made with the provision that the employee requesting such reimbursement made application for approval of the course and tuition reimbursement to his/her department head prior to the registration deadline for such course. The employee must show evidence of a "C" or better or passing (when no grade is used) or must reimburse the City of all costs advanced to the employee for the course.

(a) If the class taken was related to the employee's current position, and the employee is separated from the City service for any reason except involuntary dismissal within one (1) year of the date of the reimbursement, it shall cause fifty percent (50%) of the amount reimbursed within such year to be deducted from the employee's final paycheck.

(b) If the class taken was related to reasonable promotion or transfer opportunities, and the employee is separated from City service for any reason except involuntary dismissal within one (1) year, it shall cause one hundred percent (100%) of the amount reimbursed to be deducted from the employee's final paycheck. If the employee terminates for any reason except involuntary dismissal within two (2) years, it shall cause fifty percent (50%) of the amount reimbursed to be deducted from the employee's final paycheck. Educational courses which are only offered during regular working hours may be approved by the department head provided

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time off can be conveniently arranged and arrangements can be made to make up time off the same week.

Section 5. Clothing Reimbursement. The City will provide a clothing reimbursement for department approved clothing to employees in classifications listed in this section, not to exceed one hundred fifty dollars ($150) per fiscal year. Employees must submit actual receipts prior to being reimbursed for clothing. Employee classifications qualifying for this clothing allowance are:

Building Maintenance Technician
Inspector I
Inspector II
Senior Inspector
Engineering Tech. I
Engineering Tech. II
Senior Engineering Technician
Engineering Survey Specialist
Mechanic
Utility Worker I
Utility Worker II
Senior Utility Worker
Water Works Inspector
Environmental Program Coordinator
Code Compliance Specialist
GIS Technician

Any employee who is hired after July 1st of any year shall be eligible for a prorated clothing reimbursement based upon that portion of the year that remains to be worked before the next July 1st.

The clothing reimbursement provided under this provision shall be applicable only to reimburse eligible employees, on presentation of receipt, for outer garments worn in the course of their duties. If a new employee voluntarily leaves the employ of the City within the first six (6) months of employment, the employee shall be required to reimburse the City for clothing allowance received during the probationary period.

Section 6. Boot Reimbursement. All employees who are directed to wear steel-toed foot wear on the job shall be reimbursed upon the purchase of approved steel-toed foot wear, receipt required, annual maximum: one fifty hundred dollars ($150). This reimbursement may be used for repair, receipt required, reimbursement limited to actual cost of repairs. Employees who are directed to wear steel-toed foot wear may combine the steel-toed boot reimbursement and clothing allowance, receipts required, combined annual maximum: three hundred dollars ($300).

ARTICLE 15 - SICK LEAVE

Section 1. Accrual. Regular full-time employees shall receive eight (8) hours of sick leave for

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each full calendar month of service. A part-time employee shall accrue sick leave on a prorata basis to that of a forty (40) hour employee. There shall be no limit on the amount of sick leave that an employee may accrue.

Section 2. Utilization. Accrued sick leave shall be available for use on the regularly scheduled work days that occur from the first through the fifty-ninth (59th) calendar day of the employee's disability that is due to illness or injury.

In the event an employee is to be absent from work because of his/her sickness or injury, the employee shall notify the supervisor as soon as possible of the expected absence and the nature and expected length thereof.

An employee may also use sick leave where there is an illness in his/her family which necessitates making arrangements for the ill relative. For the purpose of this Section, members of an employee's family shall mean: a. immediate family (spouse, parents, children (including step-children, foster or court-appointed children), individuals for whom the employee has legal guardianship, siblings), b. domestic partner registered with Human Resources, and c. other relatives and dependents domiciled in the employee's household.

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, he/she shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury. For the first ninety (90) days of Workers' Compensation time loss ~~of such temporary disability~~, the City shall continue to make the same contribution to all benefit programs specified in Article 12 - Benefits, as would have been made if the employee had worked his/her regularly scheduled hours of work.

~~Sick leave benefits shall not be available for any illness or injury that is or could be covered by Workers' Compensation benefits provided by the City or another employer, however, if the employee is injured while on the job with the City the following shall apply:~~

~~1. If the duration of the absence from work is less than fourteen (14) days, the day of the injury and the subsequent two (2) calendar days may be charged to sick leave.~~

~~2. For the first ninety (90) days of such temporary disability, the City shall continue to make the same contribution to all benefit programs specified in Article 12 - Benefits, as would have been made if the employee had worked his/her regularly scheduled hours of work.~~

The abuse of sick leave shall be grounds for denial of sick leave for the period of time involved and shall in addition be grounds for disciplinary action. It is recognized that patterns of recurring sick leave utilization in relation to weekends and holidays, when not verified by a written physician's certification of illness or injury, may be evidence of sick leave abuse.

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Section 3. Physician's Certificate. Sick leave benefits shall not be paid for any absence that is for forty (40) consecutive work hours or more unless the employee presents a written physician's statement upon return to duty.

For absences of less than forty (40) consecutive hours, the City may require a written physician's certification of illness. When verification is required for absences of less than forty (40) hours, the City will reimburse the employee for any out-of-pocket physician expenses that result.

Section 4. Termination and Retirement. An employee who retires from City service shall receive an additional retirement plan contribution that is equal to fifty percent (50%) of the cash value in wages of all accrued sick leave. An employee shall be considered to have retired from City service only if he or she begins receiving Social Security retirement (not disability) benefits upon termination of City employment, or if he or she has thirty (30) or more years of service with the City.

ARTICLE 16 - OTHER LEAVE

Section 1. Bereavement Leave. In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days of necessary time off, except in the case of extended travel that requires at least 200 miles of travel each way, in which case employees will be granted an entire work week. For the purpose of this article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other person who is a dependent of the employee.

Section 2. Jury and Witness Duty.

Employees shall be granted up to three (3) months leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due him/her for jury or witness duty, except mileage reimbursement, and turn said fees over to the City.

Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

Upon being excused from jury or witness duty for any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of that workday. For employees not regularly scheduled on day shift, the workday will be considered to have started when the employee reports for jury or witness service, or when the employee reports for work, whichever is earlier. Employees will not be paid for travel time except to travel from work to court or return from court to work during the employee's regular work hours, or any hours short of eight

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(8) hours which are not served at court. Overtime will not be paid for any time served beyond eight (8) hours a day. If the employee is dismissed before 5:00 p.m. and the supervisor determines he/she does not need to report back to work, vacation, floating holiday or comp time may be used for the rest of the day. The employee's time sheet must reflect time of arrival, time off for lunch and time of release by the court. The parties mutually agree that this paid benefit is provided due to the unique circumstances surrounding jury/witness duty leave, the limited circumstances in which it arises and its direct impact on the local community in which the parties live.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation time, floating holiday, compensatory time or leave without pay.

Section 3. Leave Without Pay.

A regular employee who has completed his/her probationary period may be granted a leave of absence without pay for up to twelve (12) months when the work of the employee's department will not be seriously jeopardized by his/her absence and when there is good cause for the leave. Requests for such leave must be in writing and must establish reasonable justification for the approval by the City. Benefits, sick leave and service credits shall not continue to accrue for any period in which an employee is on unpaid leave status under this Section 3.

Section 4. Military Leave. Leaves of absence on a paid or nonpaid basis shall be as provided by ORS and the Veteran's Reemployment Rights Law, Title 38, USC, Chapter 43.

Section 5. Family Medical Leave. The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave, as set forth in City policy.

ARTICLE 17 - LAYOFF

Section 1. Notice. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. The affected employee and the Union shall be given written notice of a layoff at least thirty-one (31) calendar~~fifteen (15) working~~ days before the effective date, stating the reason for the layoff, and the bumping options, if any, that the employee has.

Section 2. Order of Layoff. If a layoff is implemented, employees shall be laid off in inverse order of their seniority within the classification, and within the department, affected by the layoff. Before any regular full-time or regular part-time employee in a given classification may be laid off, all seasonal, casual and irregular part-time employees who are working in the same classification and department shall be laid off.

Seniority shall be as defined in Article 8, Section 1~~defined as the employee's total time of service in the bargaining unit excluding non-paid leaves of absence that are for one (1) full calendar month or longer since his/her most recent date of hire. The parties agree that this definition does~~

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~~not include temporary service or any time outside of the bargaining unit~~. In order to implement this definition, the City will provide the Union with a seniority list based upon the employee's hire date as a regular bargaining unit employee. For any employee to be affected either by layoff or bumping, the City will review the employee's personnel file to determine if the employee's listed seniority date needs to be adjusted by a period of unprotected unpaid leave. Bumping rights shall be based upon the employee's adjusted seniority date. If two (2) or more employees have equal seniority, the employee to be laid off shall be determined by lot.

Section 3. Bumping. In the event of a layoff, any employee who has been notified of a layoff shall, within ten (10) calendar~~five (5) business~~ days following notice of layoff, have the right to displace the least senior employee in the same or lower-paying classification provided he or she is fully qualified to perform the work of the lower-paying classification. An employee shall be considered qualified to perform the work of such lower classification if he or she meets all of the job qualification requirements specified in the current classification specification for the classification in question. Any employee who exercises his/her bumping rights shall serve a probationary period of three (3) months. During such probationary period the City shall have the right to lay the employee off if the employee is not performing the job in an adequate manner.

If an employee wishes to waive his/her right to displace an employee in a lower classification and thereby be subject to layoff, that employee shall so notify the City in writing within ten (10) calendar~~five (5) business~~ days of his/her receipt of notice of the layoff. When an employee bumps to a lower classification, as provided for above, he/she shall be placed at the maximum rate for the new classification or the employee's current salary rate, whichever is lesser. For purposes of this Article, non-bargaining unit employees regardless of prior service in the bargaining unit shall have no right to bump into a bargaining unit position~~supervisory employees who have prior service in the bargaining unit shall retain previously accrued seniority~~.

Section 4. Recall. If a position opening occurs in the classification that the employee was employed in at the time of layoff, that employee, provided he/she has the greatest seniority of any employee on layoff from that class shall be offered the position.

An employee will remain on the layoff list and be eligible for recall for twelve (12) months. The City shall notify a laid off employee of a position opening by certified letter, return receipt requested, to his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to insure that his/her current address is on file at the time the recall occurs. The employee shall have three (3) days from the receipt, or return by the post office, of such notice to notify the City in writing of his/her intent to return within ten (10) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, or if he/she refuses an offered position, all rights to recall shall be terminated.

Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive such benefits for the period of the layoff.

Section 5. Use of Consultants. The Order of Layoff, as defined by Section 2, above, shall not be construed to prohibit the City from calling in consultants with specialized skills and/or certifications on a temporary basis, to perform tasks that cannot be performed by remaining City

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employees. The City agrees that in the event it needs such consultants, the City will attempt to use an employee on layoff status to perform the work on a temporary basis before bringing in a non-employee, provided the employee on layoff status is available when the City needs the work performed and possesses the specialized skill(s) and/or certifications required for the work. If more than one laid off employee meets all of the requirements of the temporary position, bargaining unit seniority shall be the determining factor.

Section 6. Severance Pay. In the event of layoff, any employee with more than five (5) years of service with the city shall receive one (1) month's severance pay upon layoff.

If an employee who receives payment under this Section is recalled within ~~the~~ six (6)~~twelve (12)~~ months~~s time period~~, he/she shall be permitted to take up to nine (9)~~six (6)~~ months (18~~12~~ paychecks) to repay the City for money received under this Section.

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ARTICLE 18 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Disciplinary actions taken again employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge. Nothing in this agreement shall preclude an employee and the City from entering into a last chance agreement. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Discharge or demotion during a probationary period (Article 8), and demotion that is in lieu of a layoff (Article 17) or that is a bona fide reclassification shall not be the basis for a claim of a violation of this Article.

No disciplinary material shall be placed in the employee's personnel file that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may include an explanatory statement in his/her file in answer to any reprimand or other disciplinary documents.

However, the above shall not apply if timely personal service is not practicable. In such a circumstance, the City shall send a copy of the disciplinary material by registered letter to the last known address to the employee at the time the material is placed in the file. In addition, the registered return receipt shall be placed in the personnel file.

All counseling materials and memos that are cautionary, derogatory or critical in nature, but less severe than a written reprimand shall be placed in the supervisor's file only, and not the official personnel file.

Material placed in the personnel record of an employee without conforming with the provision(s) of this Article will not be used by the City in any disciplinary proceedings involving the employee. If the City has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

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Section 2. Suspension Pending Investigation. An employee may be immediately suspended pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to him/herself or to other employees or be potentially disruptive to City operations.

Such suspension may be without pay, however, if after the investigation the employee is reinstated without being disciplined, the employee shall receive all lost pay and benefits for the period of the suspension. No employee shall be suspended for more than three (3) weeks for the purpose of investigation pending further discipline.

Section 3. Due Process. Due process shall require the following:

(a) Before the City notifies the employee of disciplinary action pursuant to part (b) of this Section, the employee will be served with a written notice and provided an opportunity to respond as follows:

1. The employee shall be advised that disciplinary action is being considered.

2. The specific charges or performance deficiencies will be identified.

3 The employee will be advised of his/her right to meet with the supervisor with or without Union representation and respond to the charges.

4. The employee will be provided at least forty-eight (48) hours notice of the due process hearing with the supervisor.

(b) At or after the above-referenced meetings/response and such additional investigation as may be deemed appropriate by the supervisor has been completed, the supervisor shall make his/her decision and provide written notice thereof to the employee.

ARTICLE 19 - PERSONNEL RECORDS

Section 1. File Access. Each employee and each former employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing or give the Union representative written permission to inspect and make copies of file materials.

Access to an employee's personnel file shall be limited to only the individual employee or former employee involved, his/her designated representative, such supervisory and/or confidential employees of the City who are assigned to review and maintain personnel files, provided such limitations on access do not conflict with state public records law. The provisions of this Section 1 shall be inapplicable to any portion of an employee's personnel file which may be subpoenaed by a court of law, introduced as evidence in any arbitration proceeding, or which is subject to disclosure under public records law.

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The employee shall have the right to receive a copy of the materials in his/her personnel file in full or part.

Except when otherwise authorized by the employee, in writing, no information from the employee's personnel file shall be reproduced or released for use outside of the City except verification of employment, employment dates, job title, and pay range and public records requests.

Section 2. Removal of Material from File. Upon employee request, and subject to Human Resources approval, letters of reprimand may be removed from an employee's personnel file three (3) years after they have been placed in the employee's file. The parties understand that the City may retain such records outside of the personnel file for purposes complying with its obligations under State archives law and for purposes of demonstrating notice and timing of prior communications with employees.

Section 3. Placement of Material in File. At the request of the employee, all letters and materials of commendation shall, subject to Section 2 of this article, become a part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

Section 4. Performance Evaluations. Employees shall have at least 24 (twenty-four) hours to read their performance evaluation prior to reviewing the evaluation with their supervisor.

ARTICLE 20 - CONTRACTING AND SUBCONTRACTING OF WORK

Notwithstanding the provisions of ORS. 243.650 to 243.782, the Union recognizes that the City shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the City may contract work presently and regularly performed by members of the bargaining unit and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the following shall occur:

1. The Union shall be notified in writing at least (70) calendar days in advance of the proposed implementation of such subcontracting. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the projected financial impact and other considerations that the City has deemed are pertinent to its deliberations to contract or subcontract work.

2. Upon receipt of such notice, the Union shall have twenty (20) calendar days in which to notify the City of its desire to meet and discuss the subcontracting. The Union may propose changes in existing work rules, benefits, and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting.

The City shall not finalize a decision to contract or subcontract such work until after it has

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afforded the Union the opportunity to meet as provided above. The City shall give full consideration to all timely Union proposals before a decision is finalized. If such work is to be contracted or subcontracted, the City agrees to transfer or demote employees to any available vacant positions rather than lay off employees whenever it is feasible to do so; provided the employee meets the minimum qualifications with respect to education and work experience for the position to which he/she is to be transferred or demoted to, and provided that no employee rights or benefits under Article 17 - Layoff are abridged. A demotion shall be defined as involuntary reassignment to a new classification with a lower paying maximum salary rate.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Procedure. To promote better relations, the parties agree to settle any disputes as to the meaning of interpretation of this contract by the following procedures:

Step 1. After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) calendar days from the occurrence thereof, or the employee's knowledge thereof. The notice shall be completed on the approved Official Statement of Grievance form and shall include:

(a) A statement of the grievance and relevant facts;
(b) Provision of the contract violated;
(c) Remedy sought

The supervisor or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 2. If, after fourteen (14) calendar days from the date of submission of the grievance to the supervisor, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the department head. The department head or designee may meet with the aggrieved party, who may request Union representation at the hearing. The department head or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 3. If, after fourteen (14) calendar days from the date of submission of the grievance to the department head, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the City Manager or designee, who shall meet with the aggrieved party and Union representatives and shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 4. If the grievance is not resolved within fourteen (14) calendar days from submission of the grievance to the City Manager, the Union may notify the City of its intent to submit the matter to an arbitrator within fourteen (14) calendar days from the time the grievance response was received or due. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within twenty-five (25) calendar days of the submission of the grievance to the City Manager, he/she shall be chosen in the following manner:

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(a) A list of eleven (11) Oregon/Washington arbitrators from the Oregon Employment Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.

(b) The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpretation of this Agreement, determining whether a specific provision of this Agreement has been violated, and establishing an appropriate remedy provided such remedy is within the scope of this Agreement. The decision of the arbitrator shall be binding on both parties.

(c) The cost of the arbitration shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to the arbitrator.

Section 2. Waiver of Time Limits or Steps. Any time limits or steps, specified in the grievance procedure, may be waived by mutual written agreement of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

If at any step of the grievance procedure the City fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

Section 3. Calculation of Time: For purposes of this Article, time shall be calculated on the basis of calendar days unless otherwise expressly indicated.

ARTICLE 22 - INCLEMENT WEATHER

Section 1: When, in the judgment of the City, weather conditions require the closing or curtailing of City offices after the employee reports to work, the employee shall be paid for the remainder of the employee's shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home due to inclement weather conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

Section 2: If weather conditions become hazardous, the employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee.

Section 3: The City may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions.

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Section 4: When extreme weather conditions make coming to work dangerous, an employee shall be excused from reporting to work after notifying and receiving approval from his or her supervisor or designee.

ARTICLE 23 - TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective and shall remain in full force and effect through the 30th day of June, 2016~~13~~.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2015~~12~~, that it wishes to modify the Agreement.

SEIU Local 503/OPEU	CITY OF TIGARD
_____	_____
Leslie Frane, Executive Director	~~Craig Prosser~~Marty Wine, City Manager
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APPENDIX A

CITY OF TIGARD, OR
OREGON PUBLIC EMPLOYEES UNION
SALARY SCHEDULE FOR ~~July~~September 1, 2013~~0~~ (Note: To Be Updated)

City of Tigard
2009-2010 Salary Schedule
SEIU/OPEU Group

Monthly Salary Range

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S9	Monthly	~~$1,782~~	~~$1,871~~	~~$1,965~~	~~$2,063~~	~~$2,166~~	~~$2,274~~	~~$2,388~~
Library Aide	Hourly	~~$10.28~~	~~$10.79~~	~~$11.34~~	~~$11.90~~	~~$12.50~~	~~$13.12~~	~~$13.78~~
	Annually	~~$21,384~~	~~$22,452~~	~~$23,580~~	~~$24,756~~	~~$25,992~~	~~$27,288~~	~~$28,656~~
S22	Monthly	~~$2,455~~	~~$2,578~~	~~$2,707~~	~~$2,842~~	~~$2,984~~	~~$3,133~~	~~$3,290~~
Accounting Assistant I	Hourly	~~$14.16~~	~~$14.87~~	~~$15.62~~	~~$16.40~~	~~$17.22~~	~~$18.08~~	~~$18.98~~
Administrative Specialist I Court Clerk I	Annually	~~$29,460~~	~~$30,936~~	~~$32,484~~	~~$34,104~~	~~$35,808~~	~~$37,596~~	~~$39,480~~
S25	Monthly	~~$2,644~~	~~$2,776~~	~~$2,915~~	~~$3,061~~	~~$3,214~~	~~$3,375~~	~~$3,544~~
Building Maintenance Tech I	Hourly	~~$15.25~~	~~$16.02~~	~~$16.82~~	~~$17.66~~	~~$18.54~~	~~$19.47~~	~~$20.45~~
Library Assistant Utility Worker I	Annually	~~$31,728~~	~~$33,312~~	~~$34,980~~	~~$36,732~~	~~$38,568~~	~~$40,500~~	~~$42,528~~
S28	Monthly	~~$2,848~~	~~$2,990~~	~~$3,140~~	~~$3,297~~	~~$3,462~~	~~$3,635~~	~~$3,817~~
Accounting Assistant II	Hourly	~~$16.43~~	~~$17.25~~	~~$18.12~~	~~$19.02~~	~~$19.97~~	~~$20.97~~	~~$22.02~~
Administrative Specialist II Court Clerk II Customer Service Specialist	Annually	~~$34,176~~	~~$35,880~~	~~$37,680~~	~~$39,564~~	~~$41,544~~	~~$43,620~~	~~$45,804~~
S29	Monthly	~~$2,919~~	~~$3,065~~	~~$3,218~~	~~$3,379~~	~~$3,548~~	~~$3,725~~	~~$3,911~~
Customer Service Field Worker	Hourly	~~$16.84~~	~~$17.68~~	~~$18.57~~	~~$19.49~~	~~$20.47~~	~~$21.49~~	~~$22.56~~
Senior Library Assistant	Annually	~~$35,028~~	~~$36,780~~	~~$38,616~~	~~$40,548~~	~~$42,576~~	~~$44,700~~	~~$46,932~~
S31	Monthly	~~$3,066~~	~~$3,219~~	~~$3,380~~	~~$3,549~~	~~$3,726~~	~~$3,912~~	~~$4,108~~
Building Maintenance Tec h II	Hourly	~~$17.69~~	~~$18.57~~	~~$19.50~~	~~$20.48~~	~~$21.50~~	~~$22.57~~	~~$23.70~~
Engineering Tech I Utility Worker II	Annually	~~$36,792~~	~~$38,628~~	~~$40,560~~	~~$42,588~~	~~$44,712~~	~~$46,944~~	~~$49,296~~
S32	Monthly	~~$3,143~~	~~$3,300~~	~~$3,465~~	~~$3,638~~	~~$3,820~~	~~$4,011~~	~~$4,212~~
Sr Accounting Assistant	Hourly	~~$18.13~~	~~$19.04~~	~~$19.99~~	~~$20.99~~	~~$22.04~~	~~$23.14~~	~~$24.30~~
Sr Administrative Specialist Records Management Specialist	Annually	~~$37,716~~	~~$39,600~~	~~$41,580~~	~~$43,656~~	~~$45,840~~	~~$48,132~~	~~$50,544~~
S34	Monthly	~~$3,302~~	~~$3,467~~	~~$3,640~~	~~$3,822~~	~~$4,013~~	~~$4,214~~	~~$4,425~~

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Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Engineering Assistant	Hourly	~~$19.05~~	~~$20.00~~	~~$21.00~~	~~$22.05~~	~~$23.15~~	~~$24.31~~	~~$25.53~~
Planning Assistant	Annually	~~$39,624~~	~~$41,604~~	~~$43,680~~	~~$45,864~~	~~$48,156~~	~~$50,568~~	~~$53,100~~
Purchasing Assistant								
S35	Monthly	~~$3,385~~	~~$3,554~~	~~$3,732~~	~~$3,919~~	~~$4,115~~	~~$4,321~~	~~$4,537~~
Backflow-Cross Connection Spec	Hourly	~~$19.53~~	~~$20.50~~	~~$21.53~~	~~$22.61~~	~~$23.74~~	~~$24.93~~	~~$26.18~~
CMMS Software Specialist	Annually	~~$40,620~~	~~$42,648~~	~~$44,784~~	~~$47,028~~	~~$49,380~~	~~$51,852~~	~~$54,444~~
Mechanic								
Permit Technician								
Sr Building Maintenance Tech								
Sr Utility Worker								
Water Utility Tech								
S36	Monthly	~~$3,470~~	~~$3,644~~	~~$3,826~~	~~$4,017~~	~~$4,218~~	~~$4,429~~	~~$4,650~~
GIS Technician	Hourly	~~$20.02~~	~~$21.02~~	~~$22.07~~	~~$23.18~~	~~$24.33~~	~~$25.55~~	~~$26.83~~
	Annually	~~$41,640~~	~~$43,728~~	~~$45,912~~	~~$48,204~~	~~$50,616~~	~~$53,148~~	~~$55,800~~
S37	Monthly	~~$3,556~~	~~$3,734~~	~~$3,921~~	~~$4,117~~	~~$4,323~~	~~$4,539~~	~~$4,766~~
Building Inspector I	Hourly	~~$20.52~~	~~$21.54~~	~~$22.62~~	~~$23.75~~	~~$24.94~~	~~$26.19~~	~~$27.50~~
Code Compliance Officer	Annually	~~$42,672~~	~~$44,808~~	~~$47,052~~	~~$49,404~~	~~$51,876~~	~~$54,468~~	~~$57,192~~
Engineering Technician II								
Librarian								
Permits Coordinator								
S39	Monthly	~~$3,735~~	~~$3,922~~	~~$4,118~~	~~$4,324~~	~~$4,540~~	~~$4,767~~	~~$5,005~~
Sr Permit Tech	Hourly	~~$21.55~~	~~$22.63~~	~~$23.76~~	~~$24.95~~	~~$26.19~~	~~$27.50~~	~~$28.88~~
Sr Water Utility Tech	Annually	~~$44,820~~	~~$47,064~~	~~$49,416~~	~~$51,888~~	~~$54,480~~	~~$57,204~~	~~$60,060~~
S40	Monthly	~~$3,830~~	~~$4,022~~	~~$4,223~~	~~$4,434~~	~~$4,656~~	~~$4,889~~	~~$5,133~~
Graphic Designer	Hourly	~~$22.10~~	~~$23.20~~	~~$24.36~~	~~$25.58~~	~~$26.86~~	~~$28.21~~	~~$29.61~~
Information Technology Specialist	Annually	~~$45,960~~	~~$48,264~~	~~$50,676~~	~~$53,208~~	~~$55,872~~	~~$58,668~~	~~$61,596~~
S41	Monthly	~~$3,925~~	~~$4,121~~	~~$4,327~~	~~$4,543~~	~~$4,770~~	~~$5,009~~	~~$5,259~~
Sr Engineering Tech	Hourly	~~$22.64~~	~~$23.78~~	~~$24.96~~	~~$26.21~~	~~$27.52~~	~~$28.90~~	~~$30.34~~
Sr Librarian	Annually	~~$47,100~~	~~$49,452~~	~~$51,924~~	~~$54,516~~	~~$57,240~~	~~$60,108~~	~~$63,108~~
S42	Monthly	~~$4,024~~	~~$4,225~~	~~$4,436~~	~~$4,658~~	~~$4,891~~	~~$5,136~~	~~$5,393~~
Plans Examiner	Hourly	~~$23.22~~	~~$24.38~~	~~$25.59~~	~~$26.87~~	~~$28.22~~	~~$29.63~~	~~$31.11~~
	Annually	~~$48,288~~	~~$50,700~~	~~$53,232~~	~~$55,896~~	~~$58,692~~	~~$61,632~~	~~$64,716~~
S37	Monthly	~~$4,124~~	~~$4,330~~	~~$4,547~~	~~$4,774~~	~~$5,013~~	~~$5,264~~	~~$5,527~~
Building Inspector II	Hourly	~~$23.79~~	~~$24.98~~	~~$26.23~~	~~$27.54~~	~~$28.92~~	~~$30.37~~	~~$31.89~~
Bldg-Housing Code Comp Officer	Annually	~~$49,488~~	~~$51,960~~	~~$54,564~~	~~$57,288~~	~~$60,156~~	~~$63,168~~	~~$66,324~~
S44	Monthly	~~$4,227~~	~~$4,438~~	~~$4,660~~	~~$4,893~~	~~$5,138~~	~~$5,395~~	~~$5,665~~
Environmental Program Coord	Hourly	~~$24.39~~	~~$25.60~~	~~$26.88~~	~~$28.23~~	~~$29.64~~	~~$31.13~~	~~$32.68~~
GIS Programmer Analyst	Annually	~~$50,724~~	~~$53,256~~	~~$55,920~~	~~$58,716~~	~~$61,656~~	~~$64,740~~	~~$67,980~~
S45	Monthly	~~$4,333~~	~~$4,550~~	~~$4,778~~	~~$5,017~~	~~$5,268~~	~~$5,531~~	~~$5,808~~
Engineering Construction Inspector	Hourly	~~$25.00~~	~~$26.25~~	~~$27.57~~	~~$28.94~~	~~$30.39~~	~~$31.91~~	~~$33.51~~
	Annually	~~$51,996~~	~~$54,600~~	~~$57,336~~	~~$60,204~~	~~$63,216~~	~~$66,372~~	~~$69,696~~

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Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S46	Monthly	~~$4,441~~	~~$4,663~~	~~$4,896~~	~~$5,141~~	~~$5,398~~	~~$5,668~~	~~$5,951~~
Senior Plans Examiner	Hourly	~~$25.62~~	~~$26.90~~	~~$28.25~~	~~$29.66~~	~~$31.14~~	~~$32.70~~	~~$34.33~~
	Annually	~~$53,292~~	~~$55,956~~	~~$58,752~~	~~$61,692~~	~~$64,776~~	~~$68,016~~	~~$71,412~~
S47	Monthly	~~$4,551~~	~~$4,779~~	~~$5,018~~	~~$5,269~~	~~$5,532~~	~~$5,809~~	~~$6,099~~
Senior Building Inspector	Hourly	~~$26.26~~	~~$27.57~~	~~$28.95~~	~~$30.40~~	~~$31.92~~	~~$33.51~~	~~$35.19~~
	Annually	~~$54,612~~	~~$57,348~~	~~$60,216~~	~~$63,228~~	~~$66,384~~	~~$69,708~~	~~$73,188~~
S48	Monthly	~~$4,665~~	~~$4,898~~	~~$5,143~~	~~$5,400~~	~~$5,670~~	~~$5,954~~	~~$6,252~~
Sr Environmental Program Coord	Hourly	~~$26.91~~	~~$28.26~~	~~$29.67~~	~~$31.15~~	~~$32.71~~	~~$34.35~~	~~$36.07~~
	Annually	~~$55,980~~	~~$58,776~~	~~$61,716~~	~~$64,800~~	~~$68,040~~	~~$71,448~~	~~$75,024~~

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MEMORANDUM OF AGREEMENT
DEPARTMENT MANAGEMENT/UNION COLLABORATION
PILOT PROGRAM

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The parties agree to implement a two-year pilot program designed to explore the effectiveness of more regular labor/management meetings between department management and union representatives. The parties therefore agree as follows:

1. There will be three different departmental labor/management committees established for a period of two years following ratification of this agreement.
2. The three committees will be from the following departments: a. Library; b. Public Works; c. CD/Finance/Administrative Services.
3. Each of these three committees will consist of up to three members of management and up to three employees from the department. The management representatives will be selected by the City and the employee representatives will be selected by the Union.
4. Cross departmental committees may be set up as needed by mutual agreement.
5. Each committee will meet every other month for a period of up to one-and-a-half hours for the purpose of working collaboratively toward solutions to current workplace issues, for improved efficiency and productivity, and for effective, two-way communication and respectful working relationships.
6. Employee members of the committees will be compensated for their time spent in committee meetings with management.
7. The committees will have no authority to modify the collective bargaining agreement, discuss active grievances, or engage in bargaining over mandatory subjects.
8. The parties agree to reevaluate the collaboration program on a yearly basis. This pilot program may be modified and/or extended beyond the two-year period provided for herein, by mutual agreement.

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APPENDIX B

	SR. INSP & INSP II	SR. INSP & INSP II	SR. INSP & INSP II	INSP I	PLANS EX	SR. PLANS EX
BASE REQ'S	A-LEVEL PLMB 1&2 FAMILY PLMB	A-LEVEL ELEC 1&2 FAMILY ELEC	A-LEVEL STRUC&MECH 1&2 FAMILY STRUC&MECH	1&2 FAMILY STRUC&MECH	1&2 FAMILY PLANS EXAM	A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT;A-
ITEMS ELIGIBLE FOR $75/MONTH EACH	• A-LEVEL STRUC & MECH • A-LEVEL ELEC • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY ELEC • A-LEVEL AND 1&2 FAMILY STRUCT • A-LEVEL AND 1&2 FAMILY MECH	• A-LEVEL STRUC & MECH • A-LEVEL PLM • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY PLM • A-LEVEL AND 1&2 FAMILY STRUC • A-LEVEL AND 1&2 FAMILY MECH	• A-LEVEL ELEC • A-LEVEL PLM • 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM	• 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM	A-LEVEL ELEC A-LEVEL PLM A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT&MECH A-LEVEL AND 1&2 FAMILY MECH	• A-LEVEL ELEC • A-LEVEL PLM
ITEMS ELIGIBLE FOR $30/MONTH BONUS EACH	NONE	• LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT	• LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT	• A-LEVEL STRUC&MECH • A-LEVEL ELEC • A-LEVEL PLM • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT	1&2 FAMILY ELEC 1&2 FAMILY PLM 1&2 FAMILY STRUC&MECH A-LEVEL AND 1&2 FAMILY STRUCT LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT	• 1&2 FAMILY ELEC • 1&2 FAMILY PLM • 1&2 FAMILY STRUC&MECH • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT
ITEMS ELIGIBLE FOR $20/MONTH EACH	NONE	• LIMITED SEWER WHEN HOLDING ONE OTHWER PLM CERT	• LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT	• LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT	LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT	• LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT
ITEMS ELIGIBLE FOR $10/MONTH EACH	NONE	NONE	NONE	• MANUFACTURED HOME INSTALLATION INSPECTOR	MANUFACTURED HOME INSTALLATION INSPECTOR	NONE

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