

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

**CITY OF ASTORIA**

and

**CHAUFFEURS, TEAMSTERS & HELPERS,**

**LOCAL 58**

**(PARKS & GENERAL EMPLOYEES)**

*July 1, 2019 through June 30, 2020*

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**CITY OF ASTORIA  
PARKS AND GENERAL EMPLOYEES**

THIS AGREEMENT is by and between the CITY OF ASTORIA, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL NO. 58, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

**ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining representative for all full-time employees working in the collective bargaining unit in the classifications listed in the Classification List attached to this Agreement. The listed classifications are represented in this bargaining unit within the following departments of the City: Finance Department, Public Works Engineering Office, Parks Recreation, Parks Office, Library, Community Development and Parks Maintenance. Full-time employees hired into new classifications established in these listed City department offices shall be included in this bargaining unit; provided however that all temporary, part-time, managerial, supervisory and confidential employees shall be excluded from this bargaining unit.

"Full-time positions" shall be those regularly scheduled to work more than fifteen hundred (1500) hours per fiscal year or .74 FTE or greater.

The Employer shall not utilize one or more temporary appointments to fill a vacant full-time position longer than reasonably necessary to conduct a recruitment and hiring process. The City shall not establish multiple part time positions within a bargaining unit classification in order to abolish a full time bargaining unit position except by adhering to the layoff process with respect to the full-time classification to be affected.

**ARTICLE 2 – UNION MEMBERSHIP**

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

**2.2 Dues Deduction.** The Union shall furnish to the City dues check-off or other documentation signed by employees who are members of the Union which certify that the employee authorizes dues deductions from pay, which the City shall honor. For such employees, the City shall deduct from the first paycheck each month the Union's dues in an amount not to exceed the current rate of dues and other authorized union deductions then in effect. Such amount shall be remitted to the Union promptly by the City.

**2.3 Indemnification.** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. In

addition, the Union and the City shall cooperate in order to correct dues check off errors, payroll errors including the erroneous overpayment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

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

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

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

### **ARTICLE 3 – COMPENSATION**

**3.1 Wage Adjustments.** Effective July 1, 2019, the wage scales for bargaining unit members shall be increased as determined warranted and as reflected in Schedule A to this Agreement.

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

**3.3 Stability Pay.** Stability pay shall be paid to employees based on their length of employment with the City at the following percentages computed based on Step E of the employee's salary range.

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

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

In the event the City opts to change paydays, at least thirty (30) days' notice shall be given to the Union/employees before such change is implemented.

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

**3.6 Deferred Compensation.** It is understood and agreed that the City shall allow deferred compensation to be an option available to employees in this bargaining unit. Such employees can change the conditions of deferred compensation no less than annually, or as otherwise determined by the City and allowable under State and Federal laws.

## ARTICLE 4 – VACATIONS

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

<u>Years of Service</u>	<u>Hours Earned per Month</u>
0-5	8.00
5-10	10.00
10-15	11.34
15-20	13.34
20+	16.67

## ARTICLE 5 – HOLIDAYS

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

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	½ Day before Christmas
4th of July	Christmas Day
Labor Day	

**5.2 Holiday Observation.** When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

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

## ARTICLE 6 – SICK LEAVE

**6.1 Purpose.** To allow paid leave for an employee who is too ill to work and to meet State and Federal requirements concerning an employee's ill family members and the birth or adoption of a child.

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

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

partial months, the employee must work or be on the above-stated paid status at least one-half (1 1/2) of the full-time work hours for the month.

**6.4 Eligibility.** To be eligible for sick leave benefits, an employee must work one month and at least twenty (20) hours per week.

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

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

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

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

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

- (a) For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;
  - (1) "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or step/foster parent, sibling, or child.
- (b) If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;
- (c) If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;

- (d) To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;
- (e) If the City is required by law to exclude the employee from work for health reasons; or
- (f) For any purpose allowed by the Oregon Family Leave Act, including bereavement.

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

**6.9 Retirement.** An employee who retires with at least ten (10) full years of continuous service with the City and who is at least age fifty-five (55) at the time of retirement, will be paid within fifteen (15) days following retirement, subject to appropriate tax withholdings, the value of one-half (50%) his/her accumulated unused sick leave up to a maximum accumulation of eight hundred (800) total hours and up to a maximum of four hundred (400) hours times the employee's base wage at the time of retirement. For this purpose and the application of this entitlement formula, total accumulation cannot exceed eight hundred (800) hours with reimbursement at a maximum of four hundred (400) hours. This Article 6.9 shall not be interpreted or applied to reduce an entitlement to a particular employee under PERS rules, nor to create a retirement benefit to which a particular employee is not entitled.

## ARTICLE 7 – OTHER LEAVES

**7.1 Leave Without Pay.** The City will consider a written application for leave of absence without pay in circumstances which are not governed by protected leave (FMLA, OFLA, ADA accommodation). The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave.

Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the City as a resignation.

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

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

**7.2 Personal Leave.** Each employee will be provided with one (1) day; eight (8) hours of personal leave per year.

## **ARTICLE 8 – HOURS AND PREMIUM PAY**

**8.1 Work Week.** The full-time workweek shall normally consist of five (5), eight (8) hour days, Monday through Friday, or four (4), ten (10) hour days. Employees working a 5/8-hour schedule will normally receive two (2) consecutive days off. Employees working a 4/10-hour schedule will normally receive three (3) consecutive days off. The City's workweek shall begin 12:01 a.m. on Monday and ends at Midnight on Sunday.

For employees in the Astor Library the full-time workweek shall normally extend from Tuesday through Saturday.

From May 1 through September 30 the City may depart from the normal workweek described above for employees of the Parks and Recreation Department to accommodate seasonal needs and public demand for programs. During this period work shifts may include any five (5) consecutive eight (8) hour days or any four (4) consecutive ten (10) hour days. The City will, to the extent reasonably possible, schedule affected employees with either Saturday or Sunday off work unless to do so interferes with an operational need. Notice of such change from the normal workweek shall follow the requirements of Article 8.7.

**8.2 Meal Periods.** Employees will be entitled to a thirty (30) or sixty (60) minute non-paid meal period during each full shift scheduled between the third and fifth hour of the shift at the discretion of the City.

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

**8.4 Overtime.** Work performed in excess of forty (40) hours in a workweek or eight (8) hours in a workday shall be considered overtime and will be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay or by compensatory time. By mutual agreement of the employee and the City, the above requirement for overtime after eight (8) hours of work in one day may be waived. Employees working a 4/10 schedule will be compensated at the rate of time and one-half (1.5) the regular rate of pay or by compensatory time after ten (10) hours in a work day or 40 hours in a work week.

All overtime worked by employees must be approved by the immediate supervisor in advance of being worked. In the case of emergencies, the employee must notify the supervisor as soon as possible of the need to work overtime. Employees who work overtime without proper approval or, in the case of emergencies, without proper notification will be subject to disciplinary action.

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

#### **8.4.1 Flex Time Arrangements for Parks and Recreation Department Employees.**

- (1) Daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate in those situations when all of the following conditions are met:
  - a. The option to flex hours off or accrue compensatory time is initiated by the employee as an offer or request with the explicit understanding of all concerned that this option may be utilized or not, by the employee, which choice shall in every instance be voluntary;
  - b. In each instance when a supervisor proposes any alternative to the payment of overtime required by this Agreement, the supervisor shall meet with the employee and shall insure that the employee understands that he/she may voluntarily accept or reject the flex time off, compensatory time bank increase and/or mutual benefits of the flexibility the option provides;
  - c. In cases where the employee and a supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
  - d. The hours actually worked on each day shall be noted accurately on the time sheet (including accurate entries showing the hours actually worked on the overtime day as well as the day(s) when fewer hours are worked as a flex, or in connection with a charge to any paid time off or compensatory time accrual balance);
  - e. In any case where an employee's timesheet entries are altered, corrected, disapproved and/or changed by a supervisor, manager, department head or payroll administration employee, the record shall be printed showing the alteration and providing the reason and a copy shall be provided to the employee; and
  - f. In any instance where an employee works more than forty (40) hours in any workweek, if the hours in excess of forty (40) are to be flexed off in a subsequent work week, such hours shall be accrued at the 1.5 overtime rate and taken off subsequently at the straight time rate as compensatory time under the comp time policies and practices which apply.
- (2) A "Flex Time Agreement" (hereinafter "FTA") enables employees whose essential job functions frequently require irregular hours of work (1) to work

varied hours, varied starting and quitting time, and varied workdays and days off within a work week without overtime expense to the City, and (2) to flex time off within the same work week, and (3) to meet operational needs without administrative process. Employees who wish to work under an FTA in order to routinely gain the ability to flex time off without need of the supervisor's approval in each instance must do so using a form of FTA approved by the Union. The form of FTA shall include notification to the employee that he/she has a right to daily overtime under this labor agreement, that the FTA waives that right and that signing the FTA is completely voluntary. Employees so designated will be paid at the overtime rate only for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a general rule under the contract. Each FTA shall be signed voluntarily by the employee, shall be approved by the employee's Department Head, shall be delivered to a Human Resources Department professional or Finance Director by the employee and approved case-by-case, and shall be for an indefinite term and subject to cancellation by the employee or the City at any time, which cancellation shall be effective on the first day of the month following written notice of at least seven (7) calendar days. The FTA shall be retained in the employee's personnel file and pay records with a copy provided to the Union.

**8.5 Call-Back.** Any employee recalled after completion of his/her regular shift or on his/her day off shall be guaranteed a minimum of two (2) hours pay at the overtime rate. An employee shall be permitted to leave after the work has been completed for which he/she was called in.

**8.6 Compensatory Time.** The rate of compensation for overtime worked by employees shall be 1.5 times the regular rate of pay or compensatory time off at 1.5 hours for each hour of overtime worked. Frequently, employees receive compensatory time in lieu of overtime. Such a decision is at the discretion of the department head, taking into consideration budgetary factors, the wishes of the employee and the effective operation of the department.

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

**8.8 Responsibility Pay.** Any employee who is assigned to act in the capacity of a supervisor for four (4) or more consecutive hours shall, while so assigned, be paid at the supervisor's rate of pay or an additional six percent (6%) of the employee's normal base rate of pay, whichever is less, calculated from the beginning of the first hour.

## ARTICLE 9 – HEALTH AND WELFARE

### **9.1 Medical, Dental, and Vision Health Insurance Benefits.**

The City shall provide and maintain Oregon Teamsters Employer Trust GW medical, Dental Plan No. 6 and Vision Plan No. 4 as hereinafter described for all regular full time employees in the bargaining unit. Full time is defined for purposes of this Article as .75 FTE. Employees shall

pay by payroll deduction ten percent (10%) of the premium cost of the insurance benefit described in this Article, which amount shall be withheld pre-tax to the extent permitted by law.

(A) The Union, employees and the Employer shall cooperate in the execution of appropriate OTET subscription agreements which shall be consistent with the terms of this agreement and the enrollment of eligible employees and dependents in OTET insurance plans. Newly hired employees and employees promoted from part-time to full-time shall be eligible for OTET coverage from the first of the month following (1) the promotion to full-time employment or date of hire, and (2) based upon eligibility established by working at least eighty (80) hours in the month prior to enrollment of the participant in OTET plans. Thereafter the City shall provide OTET benefits pursuant to this Agreement during the employee's full-time employment.

(B) This Agreement is intended to specify that health insurance eligibility shall be restricted to only those bargaining unit employees who are employed as regular full time employees in the bargaining unit and who are regularly scheduled to work at least .75 FTE based on a full time workweek of forty (40) hours. In the event of furloughs, partial layoffs, or other reductions of hours imposed to avoid job elimination, the parties shall agree in the context of impact bargaining what the "new" or "interim" definition of "regular full time" shall be during the cost cutting period for the limited purpose of defining health insurance eligibility. In such a circumstance, the parties may redefine eligibility for former regular full time employees without impacting the ineligibility of part time employees whose hours were not reduced as a cost reduction measure.

(C) The parties shall bargain concerning impacts if any on premium, plan design, and costs including a tax impact that may flow from the Affordable Care Act or comparable legislative or rule requirements and impact the City and its employees. The Employer shall retain the right to re-open and bargain the discontinuation of OTET insurance based on benefit to the Employer and to Employees that evolve under the Affordable Care Act and the insurance exchanges if, in the opinion of the City Council, such a transition is appropriate.

(D) The parties have agreed to transition from the CIS health benefit plan and CIS trust with the understanding and subject to this expressed Agreement that, in the event the parties should later agree that the bargaining unit will move back to the CIS Trust for health insurance coverage, the CIS Trust rules may require that the premium charged include an additional amount (sur-charge or penalty) for a term of years, which amount CIS would charge in addition to the premium established for CIS members and insureds who have been continually enrolled in CIS benefits. In this event, the full amount of such penalty or surcharge shall be paid by employees of the bargaining unit by payroll deduction in addition to the employee portion of premiums which the employees otherwise would be responsible to pay for so long as CIS imposes the sur-charge or penalty.

**9.2 Life Insurance.** The City will maintain life insurance in the amount of fifty thousand dollars (\$50,000) for all regular and full-time employees in the bargaining unit. In every case, employee participation and benefits shall be as stated in and provided for by the insurance plan

documents as revised periodically by the insurance company. The above described life insurance benefits may be reduced and may eventually become unavailable; this is described in the insurance plan documents. For example, once an employee reaches age 70 the life insurance benefit of \$50,000 is reduced by 35% to \$32,500.

**9.3 Health Reimbursement Account.** The City will contribute on behalf of each bargaining unit employee three quarters of one percent (0.75%) of the employee's base wage per month. July 1, 2018, the City will contribute on behalf of each bargaining unit employee a total of one and a quarter percent (1.25%) of the employee's base wage per month. The parties agree that the value of the HRA contributions, health insurance premium costs and wage compensation costs have been bargained as a "cost package" and that HRA contributions represent an offset to wages.

## ARTICLE 10 – SENIORITY

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

**10.2 Recall-Layoff.** Regular employees shall be laid off in inverse order of hire within the classification he/she holds within a group of general parks employees.

Groups are defined as: Finance Department, Public Works Engineering Office and Parks Maintenance; the last group being "Parks Recreation, Parks Office, Library, and Community Development Department".

In the event of a layoff or a reduction in work hours, notice of no less than fifteen (15) days will be given to employees the City intends to layoff or reduce work hours. If the City reduces its work force by layoffs or reduction in work hours, the reduction shall be made within each job classification within a group on the basis of seniority with the least senior employee being the first to be laid off. An employee subject to layoff or reduction in work hours shall have the right to displace employees in equal or lower paying job classifications within his/her group as long as the employee meets the minimum qualifications of the position. A probationary period of six (6) months shall be required, except that if the employee fails to successfully complete the probationary period, he/she shall be subject to layoff and not termination.

**10.3 Recall.** An employee who has been laid off or has had a reduction in work hours may apply for any other regular City job for which he/she is qualified and which is open to current employees. Such an employee shall be given the opportunity to compete in the selection process at least through the oral interview stage, although no appointment is presumed. All employees laid off for more than twenty-four months are considered new applicants and shall comply with the personnel regulations as they relate to applicants for employment with the City.

**10.4 Seniority Rights After Layoff.** When employees are laid off, they shall maintain their seniority rights during the layoff, not to exceed twenty-four (24) months. Employees being called

back to work, after a layoff and within the twenty-four (24) month recall period, shall be given a two (2) week notice of such return by certified mail.

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

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

**10.7 Notice of Job Vacancies.** When the City posts a vacancy and announcement to hire into any regular City position 0.75 FTE or greater, the City shall publicize the posting to the staff and the Union. Such notices shall clearly set forth the qualifications for the position. If a member of the group applies for and meets the minimum requirements of an open position within the member's bargaining unit, the employee will be granted an interview for the position.

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

## **ARTICLE 11 – GENERAL PROVISIONS**

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

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

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

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

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

If a City-owned vehicle is available but the employee chooses to use a privately owned vehicle and the employee receives prior authorization from the supervisor to use such vehicle, the

reimbursement for the costs of operation; including insurance, will be seventy-five percent (75%) of IRS mileage rate.

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

**11.5 Uniforms.** Should the City require certain classifications or employees to wear a standardized uniform, the City shall issue, at no cost to the employees, a basic uniform issue. The City shall replace or repair, at the City's option on an as needed basis, the basic uniform issue at no cost to the employee.

The basic required uniform issue shall include five (5) pairs of pants, five (5) shirts, and a coat or jacket (for the employees with job duties that require the employee to work outdoors). The City shall also reimburse each employee in the Parking Control classification up to one hundred-fifteen dollars (\$115) per year, for City approved footwear. Any unused amount can be carried over from one year to the next.

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

**11.7 Library Cards.** All employees covered by this agreement who reside outside of the Astoria city limits shall at their request receive an employee-only library card for use at the Astor Library. These employees shall have the same borrowing privileges and library uses as City patrons.

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

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

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

**11.11 Protective Clothing.** The Employer shall supply special articles of clothing required by the City in the performance of their job, on an as needed basis, such as rain gear, gloves, hip or knee boots, overalls, and all OSHA required articles.

**11.12 Eye Glasses.** The City will replace eyeglasses damaged on the job through no negligence on the part of the employee for cost of such glasses, not to exceed three hundred dollars (\$300.00). The City contribution to replacement cost will be paid only after any vision insurance payment as documented by the Explanation of Benefits form from the insurer.

**11.13 Aquatic Center Pass.** The City shall provide an Aquatic Center Pass to any full-time bargaining unit member for the employee's use upon application of the employee. This benefit

shall be valued and reported by the City as a taxable non-wage benefit as required by the IRS regulations and guidance. In the event Aquatic Center Pass benefits are reduced or eliminated for the police and other bargaining units, the City may adjust or eliminate this benefit for bargaining unit members in order to maintain City-wide consistency for Aquatic Center Passes without further bargaining concerning the decision or impacts of the decision.

## **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

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

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

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

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

## **ARTICLE 13 – GRIEVANCE PROCEDURES**

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

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

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

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

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

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

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

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

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

The decision of the arbitrator shall be requested in writing no later than thirty (30) days from final hearing and shall be binding on both parties. The arbitrator shall have no

authority to add, delete or modify the contract or personnel policies which have been duly adopted by the City with a fourteen (14) day notice for mid-term bargaining to the Union.

**13.2 Time Limits.** Any or all time limits specified in this grievance procedure may be waived by mutual consent of the parties. In the event the employee or the Union fails to submit the grievance in accordance with these time limits, without a waiver, they shall not be entitled to bring the grievance before the Joint Conference Board or an arbitrator. In the event the City fails to meet the time limits, the employee/union may move the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that he/she does not wish to pursue the matter further. Days, as used in this Article, shall be defined as Monday through Friday and excluding any day of holiday observance as specified in Article 5 - Holidays, hereof.

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

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

#### ARTICLE 14 – SEVERABILITY

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

#### ARTICLE 15 – MANAGEMENT RIGHTS

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

**15.2** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this

Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services; to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

15.3 The Employer may establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the Employer must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

#### ARTICLE 16 – DURATION

16.1 The length of this contract shall be from July 1, 2019 through June 30, 2020 and shall continue from year to year thereafter unless written notice of desire to terminate or modify the Agreement is served by either party upon the other no later than January 1, 2020, or any subsequent January 1<sup>st</sup>. If prior to June 30, 2020, the City bargains concerning impacts of SB1049 (2019) related to PERS and agrees to terms with any other Teamster bargaining unit, the City will apply the same terms to this bargaining unit without further bargaining or other agreement.

SIGNED this 4 day of October, 2019.

CITY OF ASTORIA

BY:

MAYOR

TEAMSTERS LOCAL NO. 58  
(FOR PARKS & GENERAL EMPLOYEES)

BY:

SECRETARY-TREASURER

BY:

CITY MANAGER

PREPARED BY & APPROVED AS TO FORM:

BY:

Akin Blitz, City Labor & Employment Counsel

**CITY OF ASTORIA PARKS & GENERAL**

**EMPLOYEE CLASSIFICATION LIST**

ACCOUNTING CLERK  
ACCOUNTING SUPPORT CLERK  
COMPUTER ASSISTED DRAFTING (CAD) TECHNICIAN  
ENGINEERING ADMINISTRATIVE ASSISTANT  
ENGINEERING TECHNICIAN  
FACILITY COORDINATOR  
GROUNDS COORDINATOR  
NOVICE GROUNDS COORDINATOR  
LIBRARY ASSISTANT  
PERMIT TECHNICIAN  
RECREATION COORDINATOR  
SENIOR ENGINEERING TECHNICIAN  
SENIOR GIS SPECIALIST  
SENIOR LIBRARY ASSISTANT