

**CITY OF EAGLE POINT  
AND  
EAGLE POINT GENERAL UNIT  
COLLECTIVE BARGAINING AGREEMENT  
JULY 1, 2016 - JUNE 30, 2019**

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**AGREEMENT BETWEEN  
CITY OF EAGLE POINT, OREGON  
AND  
TEAMSTERS LOCAL 223 (GENERAL UNIT)**

**PREAMBLE** This Agreement is entered into between the City of Eagle Point, a municipal corporation of the State of Oregon, hereinafter called "City" and the Teamsters Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon, hereinafter called "Union" for the purpose of setting the terms and conditions of employment by the City of the Union members in the bargaining unit, as defined herein. City and Union shall be jointly referred to as "the parties".

**ARTICLE I - RECOGNITION**

1.1 **Recognition.** The City recognizes the Union as the sole and exclusive collective bargaining unit for the purpose of establishing benefits, hours, wages and conditions of employment which constitute "employment relations" as defined by Oregon law. For the purpose of this Agreement, a regular employee shall be an employee who does work within the bargaining unit. All reference to employees in this Agreement shall mean regular and probationary full-time employees.

The bargaining unit shall consist of the following classifications:

- Planning Aide
- Account Clerk 1
- Account Clerk 2
- Court Clerk 1
- Court Clerk 2
- Permit Technician
- Police Clerk 1
- Police Clerk 2
- Public Works Crew Leader
- Public Works Specialist
- Public Works Technician
- Public Works Laborer
- Principal Planner
- Recreation Coordinator

1.2 **New Classification.** Any new classification added by the City shall be immediately included in this Agreement by reference. The City shall notify the Union of the new classification and the pay range. The Union, upon request will be supplied with appropriate classification specifications relating to the position in question. If the Union does not object to the City's proposal within fourteen (14) calendar days of the notice, the City's proposal will be implemented. If the Union does object to the City's pay proposal, then the matter will be submitted as a grievance at step II.

1.3 **Exclusions.** Classifications consisting of "confidential employees" and "supervisory employees" as defined by ORS 243.650 (6) (23) shall be excluded from the bargaining unit by the City.

**ARTICLE II - MANAGEMENT RIGHTS**

2.1 **Management Rights.** Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the City and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the City; to determine the facilities, methods, means and number of personnel required for conduct of City programs and departments; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer employees; to direct, deploy, and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge for just cause in accordance with the provisions of this Agreement.

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above and that all rights and responsibilities of the Common Council of the City

not specifically modified by this Agreement shall remain the function of the Council.

### **ARTICLE III - NON-DISCRIMINATION**

3.1 **Employee Rights.** Employees shall have the right to form, join and participate, or the right not to join form or participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Union because of his exercise of his rights.

3.2 **Application of Agreement.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, union affiliation or political affiliation.

3.3 **Gender.** All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used it shall be construed to include male and female employees.

### **ARTICLE IV - UNION BUSINESS**

4.1 **Union Business.** The City agrees to allow time off without loss of pay for employees who are the Union stewards or their designee(s) for the purpose of processing and investigating grievances. In no case will more than one (1) such Union steward be off at any one time without loss of pay. Employees shall obtain the approval of their immediate supervisor, which approval shall not unreasonably be withheld. Total time off shall not exceed two (2) hours per employee in any one (1) workday, nor six (6) hours per employee in any thirty (30) day period. This limitation shall not apply to any employee who is involved in any arbitration proceeding.

4.2 **Collective Bargaining Negotiation.** The time for collective bargaining negotiations shall be mutually agreed upon by the parties. When collective bargaining negotiations occur during the regularly scheduled working hours, members of the Union bargaining team shall be allowed time off with pay. The City shall be notified by the Union of the names of the designated representatives. No more than three (3) representatives may be off with pay at any one time.

### **ARTICLE V - UNION SECURITY**

5.1 **Checkoff.** Any employee who is an Union member or who has applied for membership, shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of the Union's membership dues and initiation fees. Pursuant to each authorization, the City shall deduct such dues and fees from the first salary check of the month. The amounts deducted shall be transmitted within ten (10) days to the Union.

5.2 **Fair Share.** Employees who are not Union members shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues, initiation fees and assessments. This section shall be referred to as the "Fair Share" Agreement and the City shall deduct from the first salary check of each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

5.3 **Religious Objection.** Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with labor organizations or the payment of dues or payment in lieu of dues to a labor organization, shall be required by the City to pay an amount of money equivalent to regular Union dues, initiation fees and assessments to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. If authorized in writing by the employee, the City shall deduct from the first salary check of each such employee, each month, the payments to such charitable organization within ten (10) days after the deduction is made. The employee shall supply proof to the Union, each month, that this has been done otherwise, the employee shall make payments directly and shall furnish written proof thereof to the City, which will forward such proof to the Union.

5.4 **New Hires.** The City will notify the Union of all new hires within fourteen (14) days after their having been employed, furnishing the Union with the new employee's name, Social Security Number, mailing address and position for which he was hired.

5.5 **Bulletin Board.** The City agrees to allow wall space in the City Hall, not to exceed 3'X4' for a bulletin board which may

be provided by the Union to be used by the Union for posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union.

5.6 Right of Access. Union representatives shall have the right of reasonable access to the employees represented under this Agreement but will not unreasonably interfere with the employees work. Prior to gaining access, the Union representative will first contact the supervisor of the affected employee, if the employee is not a supervisor. Clearance for the requested access shall be gained from the contacted supervisor prior to such a visit. In no case will such access be unreasonably denied.

## **ARTICLE VI - BARGAINING UNIT WORK**

6.1 Performance of Bargaining Unit Work. Nothing in this Agreement shall be construed to prevent the performance of bargaining unit work by supervisors or other non-bargaining unit employees so long as bargaining unit employees are not denied work opportunities as a result thereof. The Union recognizes that the City retains the right to contract and subcontract work. If work presently performed by members of the bargaining unit is affected, the City agrees to give the Union the opportunity to negotiate the impact.

## **ARTICLE VII - WORKING OUT OF CLASSIFICATION (MOVE-UP PAY)**

7.1 Working Out of Classification. Any employee who is assigned the responsibility and/or carries out the duties of a classification above which he normally holds for more than thirty (30) consecutive days, shall receive a five percent (5%) increase above his normal salary. The pay increase shall continue only when the employee is working in the higher classification.

## **ARTICLE VIII - HOURS AND OVERTIME**

8.1 Regular hours. The regular hours of work each day shall be consecutive except for meal periods as defined in Section 8.7 and shall include the time necessary for briefing and debriefing, if applicable.

8.2 Work Week. The work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off. The seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later.

The Union and the City may, by mutual agreement, employ any other flexible work schedule. Work schedules may be adopted for the entire City or any department either temporarily or permanently as required.

8.3 Workday. The workday shall consist of an eight (8) hour day within a twenty-four (24) hour period including rest periods, briefing and training periods but excluding the meal period when applicable. The twenty-four (24) hour period will begin at the start of the employee's workday and end twenty-four (24) hours later.

8.4 Work Shift. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times.

8.5 Work Schedule(s). Work schedules showing workdays and hours shall be posted on the Department bulletin boards. Except for emergency situations, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. It is understood that an employee may be scheduled with less than seven (7) days notice and receive overtime compensation.

8.6 Rest Period. A rest period of fifteen (15) minutes shall be permitted for all employees during each continuous four hours of their work shift, consistent with the operating requirements of each employee's duties and shall be considered on-duty time. This does not allow for travel time from the job site to the area of the break.

8.7 Meal Periods. All employees shall be granted a meal period during each work shift. Each meal period shall be scheduled in the middle of the work shift or as near thereto as possible, shall be one (1) hour in length, and will be considered off-duty time. An employee or the City may ask to reduce the one-hour meal period to thirty (30) minutes due to staffing or work load. The reduction in meal time may be compensated by a shift in work day by thirty (30) minutes or

compensated by compensatory time with the approval of the employee's supervisor.

**8.8 Overtime.** Subject to the provisions of Section 8.12 employees shall be compensated at the rate of one and one-half (1 ½) times their respective hourly rate of pay for overtime work under the following conditions:

1. All work in excess of forty (40) hours in any one (1) work week.
2. All work outside the employees scheduled work week as defined in Section 8.2.
3. Prior to being eligible for payment of overtime, an employee must have approval of the City Administrator or designee.

**8.9 Callback Time.** Subject to the provisions of Section 8.12 employees called back to work outside of their regular work shift shall receive overtime pay for the hours worked or for two (2) hours, whichever is greater. This section applies only when the hours worked neither immediately proceed nor succeed the employees regular work shift.

**8.10 Payment for Overtime and Callback Time.** An employee shall have the option of electing to be compensated for his monthly overtime either at the applicable pay rate for such overtime or in compensatory time off at no less than time and a half. Compensatory time may be taken pursuant to section 13.5 of this Agreement.

**8.11 Accrual and Use of Compensatory Time.** Compensatory time may be accumulated up to a total of sixty (60) hours, beyond this, the employee must be paid at the appropriate overtime rate.

**8.12 On-Call Time.** A Public Works employee may be required to be available for call to emergency duty during his/her off-duty hours. The City will make an effort to insure that on-call assignments are equitably distributed. Employees assigned to on-call duty shall be compensated at ten percent (10%), twenty percent (20%) on Thanksgiving and Christmas Day, of his/her regular hourly rate of pay for every hour of standby. Compensation for all on-call assignments shall be added to the employee's compensatory time bank, or at the employees option, added to his/her paycheck.

## **ARTICLE IX - MILEAGE AND PER DIEM**

**9.1 Mileage.** An employee authorized by the City to attend schools, conferences, training, or similar activities outside the corporate limits of the City of Eagle Point will be provided transportation by the City and in the event such transportation is unavailable may use his personal automobile and shall be reimbursed at the IRS rate per mile. Such mileage shall be computed from the City Hall.

**9.2 Per Diem.** When an employee's duties require him to travel outside the City, the City agrees to advance that employee a per diem payment for meals at the current IRS rate and lodging at actual expenses with Department Head approval.

## **ARTICLE X - HOLIDAYS**

**10.1 Designated Holidays.** The following shall be designated paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Day

**10.2 Standard Work Week.** Employees who work a standard Monday through Friday work week shall receive eight (8) hours of pay for each of the designated holidays during which they do not work. If they are required to work on such a

holiday, they shall be paid two and one-half (2 1/2) times their regular rate of pay. If a designated holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**10.3 Floating Holidays.** Each employee shall receive two (2) floating holidays in addition to the designated holidays. These holidays shall be compensated at straight time, with employees receiving eight (8) hours compensation for each of the floating holidays they do not work, as well as for each of the designated holidays which they must work as part of their regular shift assignment. Notice and approval requirements for floating holidays shall be the same as for vacation leave, as set forth in Section 13.5. Floating holidays shall accrue at the rate of two-thirds (.67) hours per pay period.

**10.4 Pay Option.** Subject to staffing, shift coverage, and budgetary constraints, the City may approve an employee's request for compensation for up to two (2) floating holidays per calendar year. Such requests will be made between November 1<sup>st</sup> and November 15<sup>th</sup> of each year, with payment made on the first pay day in December.

**10.5 Accrual of Holiday Pay.** Refer to Section 13.3.

**10.6 Early Release.** In the event the City closes operations and allows certain employees to leave prior to the end of their regularly scheduled work day on Christmas Eve Day, New Years Eve Day or any other authorized day where early release is practical:

1. Employees who are provided early release shall receive their regular rate of pay through the end of their regularly scheduled work day. Those employees who voluntarily choose to remain at work will be compensated at their regular rate of pay and will not be eligible to receive additional compensatory time.
2. Employees not authorized for early release shall receive their regularly scheduled compensation plus one hour compensatory time for each hour provided the other employees.
3. Employees on a scheduled day off shall receive one hour compensatory time for each hour provided the other employees.
4. Employees on paid leave shall have their leave bank adjusted to reflect the same benefit received by the other employees.

## **ARTICLE XI - SICK LEAVE**

**11.1 Accrual.** Sick leave shall be earned by each regular employee at the rate of eight (8) hours for each full month of service. Sick leave may be taken by each employee as earned and may be accumulated to a total of not more than seven hundred twenty (720) hours. Sick leave will continue to accrue during any paid leave of absence including a leave covered by a valid Worker's Compensation Claim. Sick leave shall not accrue during an unpaid leave of absence.

**11.2 Sick Leave Charges.** A charge shall be made against sick leave credit for time absent from work calculated to the nearest one (1) hour.

**11.3 Utilization for Illness or Injury.** Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his immediate supervisor of the illness or injury and the nature and expected length thereof. Such notification must be provided prior to the beginning of the employee's regularly scheduled work shift unless the serious nature of the injury or illness precludes the giving of such notice. Prior to paying sick leave benefits, the City may require a physician's statement confirming the illness or injury, the need for the employee's continued absence and an estimated duration of the absence for any illness or injury which causes an employee absence of four (4) or more consecutive workdays. Before an employee is allowed to return to work, the City may require a doctor's release stating that the employee may return to his normal duties without risk of aggravating the illness or injury and without risk of adversely affecting the health or safety of other employees. Absent such release, or where the City determines the employee cannot safely return to the employees regular duties, or to an available and suitable replacement position, the City may require the employee to take further sick leave.

**11.4 Utilization of Sick Leave - Pregnancy.** Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of pregnancy. In such event, the employee shall notify the immediate supervisor or on-duty supervisor of such absence due to pregnancy and the expected length of the absence as soon as possible prior to the regularly scheduled work shift unless unable to do so.

11.5 Parental Leave. Parental leave of up to twelve (12) weeks may be approved by the City Administrator. An employee may use any accrued vacation, holiday, compensatory or sick leave.

11.6 Family Sick Leave. Employees may also use sick leave where there is an illness in their immediate family, in order to provide assistance and/or care to the ill relative. For purposes of this rule, members of an employee's immediate family include: spouse, domestic partner, children, grandchildren, step-children, mother, father, grandparents, mother-in-law, father-in-law, brothers and sisters.

11.7 Integration With Workers Compensation. An "injury" covered by Oregon Workers' Compensation Law, and for purposes of this Agreement, shall be an accidental injury as defined in ORS 656.001 to 656.794. In the event an employee sustains a time loss resulting from on-the-job illness or injury which qualifies as a valid Worker's Compensation claim, the City shall compensate the employee in an amount equivalent to the difference between the employee's regular straight-time net earnings and the amount of the Worker's Compensation payment for the period covered. In such instances, only prorated charges will be made against the employee's accrued sick leave. In the event the employee's sick leave accruals are depleted, he may prorate said charges against any other accrued leave time for the remainder of the disability.

11.8 Sick Leave Without Pay. Upon application by the employee sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of disability. The City agrees to continue medical benefits through the elimination period for disability insurance.

11.9 Compassionate Leave. An employee shall be granted up to five (5) days leave with regular salary in the event of the death in the immediate family of the employee. An employee's immediate family shall include: spouse, domestic partner, father, mother, children, grandchildren, step-children, brother, sister, mother-in-law, father-in-law and grandparents. An additional two (2) days leave may be granted for travel time if the funeral location is 300 miles or more from the City.

11.10 Sick Leave Incentive. An employee who maintains the allowed seven hundred twenty (720) hours maximum accrued sick leave shall be paid an additional one-half (1/2) day's pay for each month in which he does not use any sick leave.

11.11 Excessive Absenteeism. The parties adopt and hereby incorporate a "High Absenteeism Program" as set forth in Exhibit "C".

## **ARTICLE XII - OTHER LEAVE OF ABSENCE**

12.1 Leave Without Pay. The City will consider a written application for leave of absence without pay not to exceed one (1) year, if the City finds there is reasonable justification for such leave and the work of the Department will not be seriously handicapped by the temporary absence of the employee. Such leave shall not be approved by the City for the purpose of accepting other employment. Notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation. Any employee granted a leave of absence without pay, under this section, and who for any reason fails to return to work at the expiration or termination of said leave of absence, shall be considered as having resigned his position with the City and the position shall be declared vacant. An exception to this may be granted by the City if, prior to the expiration of the employee's leave of absence, the employee submits to the City a written request for an extension, together with evidence of inability to work by reason of sickness, physical disability or other legitimate reason beyond the employee's control. An extension shall be granted only if the City determines the request is reasonable and justified and the extension may be granted without unduly handicapping the operation of the Department. No fringes can be accrued on unpaid leave of absence.

12.2 Jury Duty. Employees shall be granted a leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain any mileage reimbursement for jury service by the Court. Upon being excused from jury duty for any day an employee shall immediately contact the Department Head or other supervisor for assignment for the remainder of his regular workday.

12.3 Non-Service Connected Appearance. A leave without pay shall be granted to an employee for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by

proper authority compelling attendance under penalty prescribed by law.

**12.4 Service Connected Appearance.** Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling attendance under penalty prescribed by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's regular place of employment with the City.

**12.5 Conferences and Seminars.** Employees will be granted time off, with pay, to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature, when such attendance is required by the City. The City shall also pay all costs and expenses for registration, tuition, books and incidental fees.

**12.6 Military and Peace Corps Leave.** Military and Peace Corps leave shall be granted as required by Oregon Revised Statutes. Employees may use accrued vacation, holiday or compensatory time for official military leave in excess of the employer-paid time provided by statute.

### **ARTICLE XIII - VACATIONS**

**13.1 Rate of Accrual.** Following completion of 6 calendar months of the probationary period, the employee shall be credited with 48 hours of vacation. Thereafter, vacation shall be accumulated at the following rates:

<u>Months of Service</u>	<u>Annual Accumulation</u>	<u>Monthly Vacation Accumulation</u>
1-60 months (to 5 years)	96 hours	8.0 hours
61-120 months (5-10 years)	120 hours	10.0 hours
121-180 months (10-15 years)	136 hours	11.3 hours
181-240 months (15-20 years)	152 hours	13.0 hours
241+ months (20+ years)	168 hours	14.0 hours

**13.2 Continued Service.** For the purpose of accumulating vacation credit, continuous service shall be service unbroken by separation from the City. Time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized leave shall be included as continuous service.

**13.3 Accrual Limitations.** Vacation and holiday leave may be accrued to a total combined maximum of thirty-five (35) working days (280 hours) and no such leave shall be accrued for purposes of taking leave or terminal payment beyond this point. Each employee shall take at least one-half (1/2) of accrued leave within the calendar year. The City shall allow an employee with maximum accrued leave to use such leave at reasonably requested times unless the employee's absence would unduly disrupt the operations of the employee's department. In such case and notwithstanding any other provision of this Agreement, the City may elect to pay cash in lieu of allowing time off.

**13.4 Approval Procedure.** When, due to restrictions of staffing levels or other limitations, two or more leave requests for the same period of time cannot be granted, the employee with the greatest amount of continuous service with the City shall be given preference. Preference shall not be given if the conflicting request was with the same employee the previous year.

**13.5 Other Vacation, Holiday or Compensatory Leave Requests.** An employee may request vacation, holiday or compensatory leave at any time during the year. The City will not require an employee to take compensatory, holiday or vacation time. A request may be granted by the City Administrator, for three (3) days or more of leave during any thirty (30) day period, provided that the employee gives at least seven (7) days notice. Request for less than three (3) days leave during any two week period may be granted by the City Administrator, upon forty-eight (48) hours notice. Vacation, Holiday or Compensatory leave reservations made as per Section 13.4 and 13.5 above shall take precedence and requests shall be considered on a first come, first served, basis. Vacation, holiday or compensatory leave requests shall be approved subject to the criteria of efficient and economical operation of City services (shift coverage, budgetary constraints, etc.)

**13.6 Recall from Vacation, Holiday or Compensatory Leave.** The City may, upon the concurrence and approval of the City Administrator, and the employee's Department Head, recall any employee from vacation, holiday or compensatory

leave if an emergency arises and proper staffing levels can not be maintained.

13.7 Death or Termination. Upon termination of employment with the City, an employee shall be entitled to payment for earned and accrued but unused vacation, holiday and compensatory time. Upon an employee's death, earned and accrued but unused vacation, holiday and compensatory time shall be paid in the same manner as salary compensation due the decedent as authorized by law.

13.8 Vacation/ Holiday/Compensatory Time Used as Sick Leave. Where the employee has no sick leave credits remaining but is unable to return to work, the City may authorize the taking of such vacation, holiday or compensatory leave as the employee has accrued.

#### **ARTICLE XIV - PERSONNEL FILE**

14.1 Viewing of Files. Each employee shall have the right, upon request, and at a reasonable time during the work week, to review and obtain, at his own expense, copies of the contents of his personnel file. A complete official copy of each employee's personnel file shall be confidential and maintained by the City Administrator or his designee. The City may maintain other files at its discretion.

14.2 Employee Signature, Response and Removal. Each employee shall read and sign all written materials, such as performance appraisals, merit ratings, letters of commendation and disciplinary actions placed in the personnel file. Employees shall have the right to respond in writing to this material and such response shall be attached thereto. Documentation of discipline shall be removed from an employee's personnel file upon written request by the employee providing no subsequent disciplinary actions of the same nature have taken place and in conjunction with satisfactory performance appraisals during period as follows:

1. Written Reprimand - 14 months
2. Suspension of three (3) days or less - 48 months
3. Suspension of four (4) or more days - 60 months

14.3 Pre-Employment Materials. All materials resulting from the pre-employment background investigation will not be subject to the above provisions and will not be utilized for disciplinary action. In the event an employee falsifies his employment application in any way, such materials may be used in a disciplinary action against him.

#### **ARTICLE XV - DISCIPLINE AND DISCHARGE**

15.1 Discipline. No regular, non-probationary employee shall be suspended, demoted or discharged except for just cause, nor shall any employee be reprimanded in writing, suspended, demoted or discharged arbitrarily for political, religious, racial or other discriminatory reasons. All disciplinary action except oral or written reprimands imposed upon a regular non-probationary employee may be protested as a grievance through the regular grievance procedure. Any discipline shall be imposed in private.

15.2 Due Process. If the City believes an employee may be subject to disciplinary action greater than a written reprimand, the following due process shall be followed:

1. The employee and the Union shall be notified, in writing, of the findings of fact of any investigation by the employer, the policy, rule or law violations that may subject the employee to discipline, and the range of potential disciplinary action being considered;
2. The employee shall be given a reasonably opportunity to refute the charges or allegations or offer mitigating evidence either in writing, or verbally at an informal hearing prior to the imposition of any discipline, and;
3. The employee shall be permitted to have Union representation at the informal hearing.

Protests of the discharge of any employee shall be made through the regular grievance procedure. Once filed by the employee, the Union may process a grievance concerning suspension, demotion or discharge at Step II of the grievance procedure.

15.3 Union Representation. Employees being questioned or interviewed where discipline or the possibility of discipline is involved shall be entitled to representation of his choice.

15.4 Documentation of Discipline. All documentation of discipline will be placed in an employee's personnel file. Documentation consists of writings in support of a written reprimand, suspension, demotion or termination.

## **ARTICLE XVI - SETTLEMENT OF GRIEVANCE OR DISPUTES**

16.1 Definition. A grievance is defined as a claim by an employee and/or Union that there has been a violation of the contract. An employee involved in a grievance may be accompanied at any meeting by a representative of his choice.

16.2 Informal Resolution. When such alleged violations arise, an attempt shall be made by the employee and his immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Section 16.3.

16.3 Grievance Procedure. Each grievance will be processed in the following manner:

Step I. City Administrator. Within fifteen (15) calendar days after the occurrence of the cause of complaint, the employee and/or the Union will submit the grievance in writing to the City Administrator. The grievance letter shall contain, but shall not be limited to, the following information: 1) relevant facts of the occurrence that gave rise to the grievance; 2) date of the occurrence; 3) the specific provision(s) of the Agreement violated; and 4) remedy sought. The City Administrator shall respond in writing within fifteen (15) calendar days after the grievance is submitted.

Step II. Arbitration.

(a) If the employee is not satisfied with the disposition of the City Administrator, he may request, within ten (10) calendar days from receipt of the decision, that the grievance be brought to arbitration. Such request shall be valid only if supported by the Union in writing.

(b) If a timely valid request has been made, the parties, unless they mutually agree to an arbitrator, shall jointly request a list of seven (7) arbitrators residing in Oregon from the State Conciliation Service and the parties, within ten (10) calendar days, shall alternately strike names until one remains, who shall be the arbitrator. The Union shall have the right to strike the first name on the list of arbitrators. The parties may by mutual agreement request a new panel.

(c) The scope of the arbitrator's decision shall be limited to an interpretation of this Agreement and a determination whether the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be binding on both parties.

16.4 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. However, time limits may be extended by mutual consent of both parties. If either party fails to follow such limits, the following shall result:

(a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

(b) If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

16.5 Expenses. Each party shall be responsible for paying the expenses involved in presenting its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a recording to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The parties will share equally the cost of the arbitration.

16.6 Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be placed in the personnel file.

## **ARTICLE XVIII - GENERAL PROVISIONS**

17.1 Use of Building. The City shall permit the use of City buildings for Union meetings, provided there is no interference with the normal activities. Advance notice for scheduling purposes shall be given to the City Administrator.

17.2 Information. Each party will provide copies of information which is a matter of public record to the other party upon request.

17.3 Posting of Work Rules. The City agrees to post, in a conspicuous location, a copy of all new work rules, seven (7) days prior to their effective date. Supervisors will have available copies of City policies, personnel rules, work rules and a copy of the contract.

17.4 Job Description. Current job descriptions will be provided to all employees. If the City changes or modifies the job description, the changes or modifications shall be forwarded to the Union and the affected employees within fourteen calendar days. Nothing in this clause is intended to restrict the right of the City to make such changes.

17.5 Uniform Allowance. Uniforms and approved footwear, as needed, and other protective clothing or safety wear that are required for an employee, by law, or by the City, shall be provided by the City. Employees thus provided shall wear such uniforms, or other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing or safety wear provided by the City save and except on or to and from the job.

17.6 Outside Employment. Employees wishing to engage in off-duty employment must submit a request in writing to the City Administrator for approval. Such request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. Outside employment shall be permitted as long as such employment does not fall into one of the following categories:

1. Employment is in conflict with the interest of City employment.
2. Employment which distracts from the efficiency of the employee in his work with the City.
3. Employment which is a discredit to City employment.

17.7 Rules. The Union recognizes the right of the City to make reasonable work rules, but in no case will the City promulgate or implement any work rule which is inconsistent with this Agreement. All work rules will be reduced to writing and will be furnished to the Union and to the affected employee(s).

17.8 Shift Trading and Trading of Days Off. Shift trades and trading of days off between employees is permitted with approval by the affected supervisors and the City Administrator. Such trades will not be denied for arbitrary or capricious reasons. For the trade, the employees will indemnify and hold the City harmless for any overtime provisions which would otherwise be applicable

## **ARTICLE XVIII - SENIORITY**

18.1 Definition. Seniority shall be attained following the completion of the probationary period and shall thereafter be established as the employees job classification and continuous service from last date of hire within the City. Seniority shall be broken or terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provided in Section 18.3.
4. Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to his seniority, whichever is shorter.
5. Fails to report to work at the termination of a leave of absence.
6. Retires.

Seniority shall apply by classification in the matter of layoff, recall, reduction in class (and its inverse), vacation days off and holiday selection.

18.2 Layoff, Reduction in Class and Recall. Employees will be laid off and/or reduced in class in the reverse order of seniority in a job classification. During a layoff or reduction, senior employees will be allowed to bump back to lower

classifications from which they were promoted in which they had attained seniority. Employees who bump into a lower classification shall suffer no loss in pay until the next pay period at which time their salary shall be adjusted to the step in the range closest to but not higher than their current salary. Recall of laid off employees shall be the reverse of their layoff procedure. The City shall give written notice of a layoff to any employee at least fifteen (15) calendar days before the effective date of the layoff.

**18.3 Notice of Recall from Layoff Status.** Notice to any employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have fifteen (15) calendar days to return to work from the date of the notice or the employee will forfeit all seniority and shall be considered to have resigned his position of employment with the City.

**18.4 Probationary Period.** Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

**18.5 Promotion Probationary Period.** Regular employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. The employee's salary during the probationary period shall not be less than five percent (5%) above the employee's salary in his or her previous position. The Union recognizes the right of the City to demote an employee on promotional status to his previous position for any reason with or without cause. Any such demotion shall not constitute a violation of this contract.

**18.6 Seniority List.** The seniority list is a listing of all current employees within the bargaining unit and their respective seniority order, date of hire in bargaining unit, date of entry into present class and present classification. The City agrees to update this seniority list annually on July 1 of each year, post same on the bulletin boards and forward it to the Union for review.

## **ARTICLE XIX - COMPENSATION**

**19.1 Salary Schedule.** Employees shall be compensated for hours worked in accordance with the salary schedule attached to this Agreement and marked Exhibit "A", which is hereby incorporated into and made a part of this Agreement.

**19.2 Pay Periods.** Employees shall be paid on a bi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or a holiday, the last preceding workday shall be the regular pay date.

**19.3 Anniversary Date.** Employees who begin work or are promoted to a higher classification prior to or on the fifteenth (15th) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification after the fifteenth (15th) day of the month shall have an anniversary date of the first of the following month. Employees hired prior to July 1, 1995, who remain in their existing classification, will have a July 1 anniversary date.

**19.4 Beginning Step.** New employees will normally start at step "A" of the salary schedule, however, the City may start a new employee at a higher step if his qualifications and experience justify the extra salary. Employees promoted to a higher classification shall move to the appropriate step of his new salary schedule that assures a minimum three percent (3%) pay increase.

### **19.5 Step Increases.**

A. A three percent (3%) difference shall be maintained between steps. Negotiated percent increases shall be added to the top step for each classification. (Example: Step E = Step F divided by 103%, Step D = Step E divided by 103%, etc.)

B. An employee will qualify for a step increase on his anniversary date as defined in Section 19.3.

C. Overall performance, based upon the employee's yearly evaluation, will determine whether an employee is granted a step increase.

D. In the event the overall evaluation is unsatisfactory and the employee is denied a step increase, the employee may grieve the denial.

## **ARTICLE XX - WORKERS COMPENSATION**

**20.1 Workers Compensation.** Each employee will be insured under the provisions of the Oregon State Worker's Compensation Act. All on-the-job injuries are to be reported to the Department Head within twenty-four (24) hours of their occurrence. Employee's may be required to provide documentation of medical status to the City Administrator and to notify their supervisor of status if not hospitalized.

## **ARTICLE XXI - RETIREMENT**

**21.1 Contributions..** For each employee, the City shall contribute an amount equivalent to 9% of the employee's salary monthly to the International City Management Association Retirement Corporation, on the employee's behalf. In addition, the employee will contribute 6% of their salary monthly to the retirement plan. Contributions shall be made in accordance with the agreement adopted by Ordinance 12-172 and changes in that agreement shall be negotiable.

**21.2 Employee Contribution.** The employee 6% contribution is deemed "picked up" for purposes of 26 USC 414 (h)(2), employees shall not have the option of receiving the money directly and making said contribution, and the employee's reported salary on the W-2 form for tax purposes shall be reduced by the amount of the employee's contribution.

## **ARTICLE XXII - INSURANCE**

**22.1 Medical, Dental and Vision.** The City shall provide and maintain full payment for employees and their families for coverage under the Teamsters Health and Welfare Plan:

1. Medical F/W Plan
2. Dental (D-6)
3. Vision (V-4)

The City's maximum contribution for the cost of the Teamsters Insurance plans shall be as follows: \$1380 from July 1, 2016 through December 31, 2016; \$1450 from January 1, 2017 through December 31, 2017; \$1520 from January 1, 2018 through December 31, 2018; \$1600 from January 1, 2019 through June 30, 2019. Any increases in the premiums above these caps during the life of this Agreement shall be split 50/50 between the City and employees. Employee portions shall be deducted from the employee's paycheck effective as of the date of the increases.

**22.2 Option to Include Non-Bargaining Unit Personnel.** The City may cause employees other than those in the bargaining unit to be provided with coverage in insurance programs proposed by the Union or its Agent of Record if the coverage for such additional employees is provided at no cost to the Union or the employees in the bargaining unit.

**22.3 Date of Eligibility.** An employee as defined in Article 1- Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required eighty (80) hours in this month. He is then covered in the month of February. An employees terminates January 25 after being on paid status the required eighty (80) hours. He is then covered the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

**22.4 Section 125.** In the event the employee is required to pay a minimum of ten (10) dollars toward the health insurance contribution in accordance with Article 22.1, the employer shall institute an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free payroll deduction.

**22.5 Life/Accidental Death/Dismemberment.** The City will provide for each employee, life insurance (\$10,000 face amount), together with accidental death and dismemberment insurance coverage.

**22.6 Salary Continuation Insurance.** The City shall provide continuation insurance for each employee. Benefits shall be

at least equal to the best coverage provided by the League of Oregon Cities LTD Policy.

**ARTICLE XXIII - STRIKES AND LOCKOUTS**

23.1 No Lockout. There will be no lockout of employees by the City as a consequence of any dispute arising during the life of this Agreement.

23.2 No Strike. Employees covered by this Agreement will prohibited from striking.

**ARTICLE XXIV - UNILATERAL CHANGES**

24.1 Unilateral Change. In the event the City unilaterally proposes a change effecting wages, hours, and other conditions of employment subject to mandatory bargaining under PECBA they will notify the other party of their intent allowing reasonable opportunity to request to negotiate. If the Union desires to negotiate unilateral changes, such negotiations shall be conducted in accordance with the Expedited Process set forth in ORS 243.698.

**ARTICLE XXV - SAVINGS CLAUSE**

25.1 Savings Clause. If any provision of this Agreement is or becomes in contravention of the law or regulations of the United States or State of Oregon, the provisions shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The provisions being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter will be settled as a grievance at Step IV and the arbitrator shall have authority to legislate a new provision.

**ARTICLE XXVI - USE OF DRUGS AND ALCOHOL**

26.1 Drug and Alcohol Policy. The drug and alcohol policy contained in this Agreement, attached hereto as Appendix "B" and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining, except for such changes as are mandated by state law.

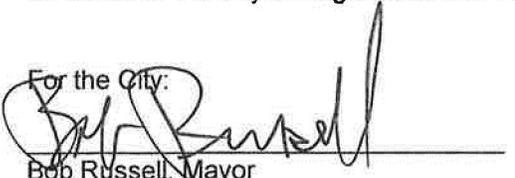
**ARTICLE XXVII - TERM OF AGREEMENT**

27.1 Term. This Agreement will be effective as of July 1, 2016 and except as amended or modified, shall remain in full force and effect until June 30, 2019.

27.2 Continuation. This Agreement shall remain in full force and effect after its term unless either party gives notification to re-open the Agreement no later than January 1, 2019.

**ARTICLE XXVIII - EXECUTION/SIGNATURES**

28.1 Executed this 24 day of Oct., 2016, at Eagle Point, Oregon by the undersigned officers by the authority of and on behalf of the City of Eagle Point and Teamsters Local 223.

For the City:  
  
Bob Russell, Mayor

For the Union:  
  
Clayton Barry, Teamsters Local 223

  
Henry Lawrence, City Administrator

**Exhibit "A"**  
**Salary Schedule**  
Effective July 1, 2016  
*Reflects a 1.5% COLA increase*

<b>Classification</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Account Clerk 1	\$2,903.46	\$2,990.50	\$3,080.98	\$3,172.62	\$3,267.68	\$3,366.18
Laborer	\$3,100.46	\$3,193.23	\$3,288.30	\$3,387.94	\$3,488.73	\$3,594.10
Police Clerk 1	\$3,240.18	\$3,337.54	\$3,438.33	\$3,541.42	\$3,647.93	\$3,756.74
Court Clerk 1	\$3,240.18	\$3,337.54	\$3,438.33	\$3,541.42	\$3,647.93	\$3,756.74
Planning Aide	\$3,267.68	\$3,365.03	\$3,466.97	\$3,570.05	\$3,677.71	\$3,787.67
Account Clerk 2	\$3,281.42	\$3,379.92	\$3,481.86	\$3,586.09	\$3,693.75	\$3,804.84
Permit Technician	\$3,281.42	\$3,379.92	\$3,481.86	\$3,586.09	\$3,693.75	\$3,804.84
PW Technician	\$3,549.43	\$3,655.95	\$3,764.76	\$3,878.14	\$3,994.97	\$4,114.09
Court Clerk 2	\$3,597.54	\$3,705.20	\$3,816.30	\$3,930.83	\$4,048.80	\$4,170.21
Police Clerk 2	\$3,597.54	\$3,705.20	\$3,816.30	\$3,930.83	\$4,048.80	\$4,170.21
Recreation Coordinator	\$3,740.70	\$3,852.95	\$3,968.63	\$4,087.74	\$4,210.30	\$4,336.28
PW Specialist	\$4,079.73	\$4,202.28	\$4,328.26	\$4,458.83	\$4,592.84	\$4,730.29
PW Crew Leader	\$4,319.11	\$4,449.68	\$4,582.53	\$4,719.97	\$4,862.00	\$5,007.46
Principal Planner	\$4,519.54	\$4,655.84	\$4,795.57	\$4,938.74	\$5,087.64	\$5,238.82

Effective July 1, 2017 and July 1, 2018, the Salary Schedule shall be increased by the U.S. All Cities- CPI-W 12-month index ending the preceding March, with a minimum of one percent (1%) and a maximum of three percent (3%).

When an employee meets mandatory requirements of a higher classification they may be promoted as follows: Public Works Laborer to Public Works Technician; and Public Works Technician to Public Works Specialist.

**Exhibit "B"**  
**Alcohol and Drugs Usage-Protocols**

A. Statement of Principle.

The City and the Union jointly recognize that the use of drugs and alcohol, whether on or off the job which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the City.

B. Definitions.

1. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use.
2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. **Reasonable Suspicion:** Specific factual and articulable observations by a member of City Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving the operation of a motor vehicle, to include off-road vehicles, which result in physical injury to any person or any property damage may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.
4. **Under the Influence:** An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .04%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.

C. Prohibited Conduct.

Except as authorized by City policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, providing or use of intoxicants or any controlled substances while on duty or conviction for same.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and efficiently perform assigned work (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).
3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.
4. Failure to report use of prescribed medications or controlled substances as defined in Section K.
5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure

the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing.

Before any employee may be tested for drugs or alcohol, the City shall select an NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing.

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
3. The City may test for those drugs or alcohol for which it has reasonable suspicion that an employee may have consumed.

F. Testing Mechanisms.

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Bargaining Unit.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the City.
2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required and it is a non-accident situation, the test shall be an intoxilyzer unless the employee requests a blood test. If the test is the result of an alcohol related accident involving property damage or injury, the City will determine what test(s) (limited to intoxilyzer or blood test) are to be conducted.

G. Procedures to be Used When the Urine Sample is Given.

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using the screening procedure set forth in Section F of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in

Section D of this Article.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample is Given.

The following procedure shall be used whenever an employee is requested to blood sample:

1. The employee will be transported as soon as possible to the City's physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.
4. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used When an Intoxilyzer Test is Administered.

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his blood:

1. The employee will be transported to the facility where the test will be conducted.
2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.
3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.
4. The operator shall conduct the test in the same manner as mandated by State Law in DUI cases.

J. Consequences of Positive Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, he shall be subject to immediate discipline, which may include discharge.

K. Prescribed Medications.

An employee utilizing any prescribed medications or controlled substances that may affect his ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled

substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

L. Searches.

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

M. Interference With Policy.

Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

N. Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 16 of this Agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

**Exhibit "C"**  
**High Absenteeism Program**

**A. Regular Attendance**

The ability to attend work regularly and with reliability is regarded as a job requirement. The City may examine the total sick leave usage of each employee periodically. If use of sick leave time by an employee appears excessive, the City may examine the employee's sick leave reports and conduct any further investigation necessary to identify the cause(s) of the sick leave. When an employee's pattern of sick leave usage appears excessive, the City may require the employee to furnish a doctor's certificate for each incident of sick leave use. This requirement shall be for a designated period of time not to exceed 90 days and may be renewed if there continues to be a pattern of sick misuse.

**B. High Absenteeism.**

Employees' use of sick leave under a combination of the following illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness):

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun burn).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time, and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employees reasons are consistently vague or general.
6. Frequency of absences, unreported absences, one day absences, one hour (short) leave blocks at the start or end of the shift.
7. Regardless of the employees amount of accrued sick leave, any combination of these items may indicate a pattern of excessive absenteeism.
8. Factors not to be considered as excessive absenteeism are:
  - a. Pregnancy, surgery and/or doctor ordered confinement.
  - b. Workers Compensation Leave, or non-compensable, City service connected occupational illness.
  - c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.

**C. Employee's Responsibility Under Notification of Possible Misuse.**

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
2. Remain at home, at the location of treatment or therapy, or enroute between these locations during the employee's normal work hours, unless released by the City for greater activity due to nature of the illness or injury. Be available for call or visit by a supervisor during the employee's normal work hours.
3. Submit to a medical evaluation at the City's expense by a physician to determine the fitness for duty and the bonafides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.

4. For incidents of sick leave, the employee shall provide to the City a Physician's Certificate of illness as requested. Employees who fail to provide a Physician's Certificate upon return to work from sick leave are subject to disciplinary action.

D. Disciplinary Action

Appropriate disciplinary action available under Article XV of this Agreement for the offense of misuse of sick leave may be imposed.

**RESOLUTION NO. 2016-42**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EAGLE POINT AND TEAMSTERS LOCAL 223 (GENERAL UNIT), FOR THE PERIOD OF JULY 1, 2016 – JUNE 30, 2019.**

**WHEREAS**, the City of Eagle Point and Teamsters Local 223 have negotiated a new three-year labor agreement and wage scale (Exhibit A) for the period of July 1, 2016- June 30, 2019 for the General Bargaining Unit impacting all full time city employees with the exception of uniformed police and management; and

**WHEREAS**, the General Unit membership has met and ratified the agreement.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

The City authorizes and ratifies the attached agreement and wage scale (Exhibit A) with this wage scale going into effect for all General Unit employees for the City of Eagle Point beginning July 1, 2016.

Passed in open session on the 13th day of September, 2016.

  
\_\_\_\_\_  
Robert E. Russell, Mayor

ATTEST:

  
\_\_\_\_\_  
Cindy Hughes, City Recorder