

**CITY OF PORT ORFORD  
IN PERSON and VIRTUAL SPECIAL SESSION OF THE COMMON COUNCIL  
MONDAY, JULY 19, 2020 AT 9:00 A.M.**

**AGENDA**

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- 1. Call to Order**
- 2. Additions to the Agenda**
- 3. Roll Call**
- 4. Presentations to Council/Citizens**
- 5. Citizens' Concerns (Speak Only for Old & New Business Items on the Agenda)**
- 6. Departmental Reports**
- 7. Old Business**
- 8. New Business**
  - a. Approval of Collective Bargaining Agreement between City of Port Orford and Teamsters Local 206
- 9. Considerations**
  - a. Citizen      b. Staff      c. Councilor      d. Mayor
- 10. Future Meetings**

Thursday, August 19, 2021, Regular Council Meeting 5:30 p.m. In Person
- 11. Adjourn**

**PUBLIC:** When you join the meeting (5-10 min. prior to the meeting)

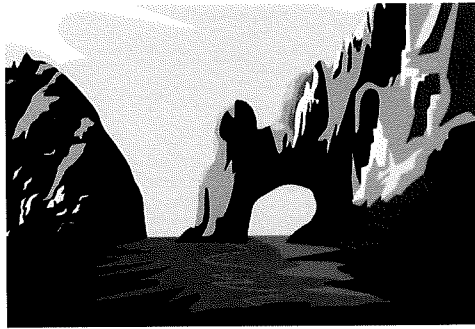
- If you plan to speak/comment during the meeting (when permissible to do so), please announce your name and "how" you are joining the meeting (i.e. by computer and/or phone). Speak slowly and clearly, so the organizer may "find" you and identify your "caller" location.
- Please wait to be called on to speak, to avoid talking over someone.
- When you are not speaking, please mute yourself (so the organizer doesn't have to do this).
- Please limit side conversations and multitasking while you are in the meeting.
- Be aware even if you are not on camera, sound can be heard over unmuted phones and will be distracting. And if you are on camera "absences" will be noticeable, and also distracting.
- To minimize feedback noise, we will only have the meeting host, Mayor, and one other speaker unmuted at any time during the meeting.
- Please be aware that if poor etiquette is being observed, it may be called out so you have an opportunity to fix the situation.

1<sup>st</sup> Redline Draft of Successor Agreement as Tentatively Agreed

1<sup>st</sup> Redline Draft of Successor Agreement as Tentatively Agreed

Collective Bargaining Agreement

City of Port Orford  
And  
Teamsters Local 206



**July 1, 2020 – June 30, 2023**

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## **PREAMBLE**

The parties to this Agreement, are the City of Port Orford, Oregon, hereinafter called "Employer" and Teamsters Local 206, hereinafter referred to as the "Union". The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer will treat all employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

## **ARTICLE 1 - RECOGNITION AND UNION SECURITY**

Section 1. (a) The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining for all full-time employees of the City of Port Orford, including Police Officers and all part-time employees regularly scheduled to work 20 hours or more per week, excluding statutory supervisory and confidential employees. Note: eligibility for various insurances for employees are established by the insurers themselves and may vary. Part-time employees in this bargaining unit may or may not be eligible for insurances offered by the City. Insurance eligibility requirements are stated in Article 13 of this Agreement.

Section 1. (b) Interest Disputes. The parties have elected to administer labor relations and the collective bargaining agreement as a single wall to wall unit. The parties believe it is in the public interest and in the economic interest of both the City and the Union to gain the efficiencies of one contract, in view of the size of the City and number of employees involved.

This Article shall remain in full force and effect during the entire period the City is required to recognize and bargain with the Union, whether or not this collective bargaining agreement has expired.

Section 2. The Employer will notify the Union of all new hires within one (1) week after their having been employed, furnishing the Union with the new employee's name, Social Security Number, mailing address and job for which he/she was hired.

All employer paid benefits shall be prorated for part time employees. The percentage shall be the same percentage of full time that the employee works. Temporary employees are not eligible for benefits.

Section 3. Union Membership. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matter. The Employer will deduct Union dues and regular initiation fees from the wages of a member of the bargaining unit with authorization as provided herein. The Union shall provide to the Employer a list identifying the employees who have provided authorization for the Employer to make deductions from the employee's wages to pay said dues and fees to the Union. The Employer shall rely on the list to make and remit said deductions. The Union shall update and deliver new lists to the Employer as needed to keep the list up to date.

Section 4. Deductions and payments made in reliance on the list render the Employer not liable to an employee for actual damages resulting from an unauthorized deduction. If the Employer fails to make an authorized deduction and remit payment to the Union, the public employer is liable to the Union, without recourse against the employee who authorized the deduction, for the full amount that the Employer failed to deduct and remit. If the Employer makes unauthorized deductions or if the Union receives payment in violation of the requirements of this Article, that party shall be liable to the employee for actual damages in an amount not to exceed the amount of the unauthorized deduction(s).

Section 5. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's reliance on the list.

Section 6. Union Representation: Membership in the Union is separate, apart and distinct from membership in the collective bargaining unit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

## **ARTICLE 2 – DESIGNATED REPRESENTATIVES**

The Union may designate up to three (3) Shop Stewards from among bargaining unit employees to conduct Union business with the City. The Union shall promptly notify the

Employer in writing of the names of the Stewards appointed and of any changes thereto. The responsibility and authority of the Stewards shall be to investigate grievances, to transmit information to the Union and to the employees and other activities allowed by law. Stewards shall have no authority to settle grievances, take strike action, or call a work stoppage. For other purposes stated in ORS 243.798 not limited by this agreement, the City recognizes that Shop Stewards are “designated representatives” of the Union.

### **ARTICLE 3 – NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee as a result of his membership status or activities on behalf of the Union, or because of an employee's age, race, religion, sex, sexual orientation, gender identity, national origin or disability that can be reasonably accommodated.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

Section 1. Any grievance which may arise between the parties shall be settled as set forth below:

- Step 1: The employee, with or without Union representative, shall take up the grievance with the immediate supervisor within seven (7) calendar days of its occurrence. The immediate supervisor shall respond to the employee within seven (7) calendar days.
- Step 2: If the grievance still remains unsettled, the employee or Union Representative may within fourteen (14) calendar days after the reply of the immediate supervisor is received or due, submit written notice to the City Administrator, including (a) statement of grievance and relevant facts, (b) provision of Agreement violated, and (c) remedy sought. The City Administrator shall respond to the employee within fourteen (14) days.
- Step 3: If the employee is not satisfied with this decision, the employee may present the matter to the Common Council of the City of Port Orford for review and possible settlement.
- Step 4: If the grievance still remains unsettled, within fourteen (14) calendar days after the response of the City Administrator, the parties or their representatives may either singularly or jointly request from the State Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternately striking the names. The first strike shall be determined by the flip of a coin. The arbitrator's decision shall be final and binding.

The arbitrator shall be asked to submit an award within thirty (30) calendar days

from the date of the hearing.

The losing party as determined by the Arbitrator shall pay the cost of the arbitrator's professional fee and expenses and the cost of any hearing room unless such are paid by the State of Oregon.

Section 2. Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. Failure to submit or to advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the Employer to submit a reply within the specified time will constitute a denial of the grievance at that step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

Section 3. All meetings held pursuant to this Article shall be held in private, unless the employee requests a public meeting.

## **ARTICLE 5 - DISCIPLINE AND DISCHARGE**

Section 1. The employer may discipline and discharge any non-probationary employee in the bargaining unit for just cause. No non-probationary employee shall be disciplined without first being informed of the charges and given an opportunity to meet with the charging party and respond to those charges.

The City of Port Orford shall use a progressive discipline program.

The first step will normally be a verbal warning. This verbal warning occurrence shall be documented (the occurrence, not specific details). The next step in the process will normally be a written warning. Written warnings shall remain in effect for one year after issuance. Verbal and written warnings shall be issued by the supervisor. If the problem behavior continues, a written letter of reprimand shall be issued. This letter of reprimand is a formal letter, which shall remain in the personnel file for a twenty-four (24) month period. Letters of Reprimand shall be issued by the supervisor, and shall also be signed by the City Administrator, or Mayor. Steps beyond letter of reprimand may include suspension without pay, or dismissal, at the option of the City.

Section 2. The written reprimand as herein provided shall not remain in effect for a period of more than twenty four (24) months unless during the previous twenty four (24) months another written reprimand has been issued for the same infraction. Written reprimands, to be considered valid must be issued within ten (10) working days after the Employer's first knowledge of the occurrence of the offense claimed by the Employer.

Section 3. If the Employer has reason to discipline an employee, it shall be done in a reasonable manner that is least likely to embarrass the employee before the other employees or the public. The Union steward shall be forwarded a copy of any correspondence to the employee pertaining to action under this Article. The provisions of this Article shall be subject to the provisions of the grievance procedure.

Section 4. All Employees shall, by prior arrangement, be allowed to review the contents

of their own personnel file and at their own expense, copy any or all portions thereof.

## **ARTICLE 6 - WAGES**

Section 1. Effective July 1, 2020 all steps of all bargaining unit classifications will be increased by 4.0%. The Union acknowledges that, effective July 1, 2020, the Employer voluntarily increased the wages paid to all bargaining unit classifications by 2.0%. To realize the agreed 4.0% increase, at the end of the first pay period following the signing of this 2020-2023 Agreement, the Employer shall pay all bargaining unit employees another 2.0% of the employees 2019-2020 base wages retroactive to July 1, 2020.

Effective July 1, 2021 all steps of all bargaining unit classifications will be increased by the same percentage as that announced as the cost-of-living adjustment effective January 2021 for Social Security recipients, with a minimum increase of 2.0% and a maximum increase of 3.5%.

Effective July 1, 2022 all steps of all bargaining unit classifications will be increased by the same percentage as that announced as the cost-of-living adjustment effective January 2022 for Social Security recipients, with a minimum increase of 2.0% and a maximum increase of 3.5%.

Employees shall advance at least one (1) step on the salary schedule after completion of one (1) year of satisfactory service in the classification. This may be increased for employees exhibiting superior performance at annual performance review.

Section 2. Paydays shall be twice monthly on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If the paydays fall on either a Saturday or Sunday, paychecks will be distributed on the Friday prior to the established payday. If a Port Orford holiday falls on payday, paychecks will be distributed on the last workday prior to the holiday.

Section 3. Except for training activities, sickness, or vacation coverage, as determined by the Employer, an employee who is temporarily transferred or assigned by the City to a position where he or she must perform all of the duties and responsibilities of a higher classification for a period of more than two consecutive weeks shall be paid for all such work at the step on the range of the higher classification that is immediately above his current salary or 5%, whichever is higher.

Section 4. It is the Employer's desire to give every reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement by paying for training.

For positions that require continuing education units to obtain or maintain a specified level of certification, the Employer will pay training costs.

For personal continuing education, the Employer will reimburse employees for 50% of the cost of books and tuition for all accredited courses and seminars attended when the following



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criteria are met:

- That the course relates directly to the employee's current job duties or another position with the city government as determined by the City Administrator, or the Mayor in the absence of the City Administrator.
- That a minimum grade of "B" is earned. (If a class is only offered on a pass/fail basis, the employee must pass the class to receive reimbursement.)

To be eligible for reimbursement, prior to registration the employee must obtain in writing from such employee's supervisor, and from the City Administrator or Mayor in the absence of the City Administrator, pre-approval of the course .

Section 5. For certificates required in the employee's classification, the Employer shall pay:

1. recertification fees;
2. examination fees;
3. training for certifications.

Section 6. The Employer will pay up to a \$35 per diem per full day of business-related meal expenses incurred while on business related travel. All such expenses must be pre-approved by the supervisor or City Administrator before payment will be made. If meals are provided as part of conference, training, or at the Employee's lodging, that portion will be deducted from the per diem allowance with an allocation of \$10 for breakfast, \$10 for lunch and \$15 for dinner. The Employer will not reimburse the employee for alcohol or unreasonable expenses.

Use of personal vehicles must be approved in advance by the City Administrator. Use of personal vehicles for City business is discouraged. Employees are encouraged to use a city vehicle if possible.

A cash advance for mileage-to-be-traveled per the miles as stated in Google Maps or equivalent will be made if the use of a personal vehicle is approved by the City Administrator. In the alternative, when employees use their own vehicle for Employer business, they will be reimbursed for approved Employer-related business travel at the current rate per mile as determined by IRS.

In order to recover these costs, an expense report must be signed by the employee and dated, initialed by the employee's supervisor/manager, and submitted to the Finance Director for processing according to policy.

## **ARTICLE 7 – HOURS OF WORK**

Section 1. Work Schedules. Specific workday and workweek schedules for each employee will be determined from time to time by the appropriate manager based on the Employer's needs.

Prior notification of any changes in workdays or workweek schedules will be given at least two weeks prior to the effective date of change unless unforeseeable circumstances make such notification impossible. Management reserves the right to modify schedules consistent with the needs of the City of Port Orford.

**Section 2. Work Shifts and Schedules.** The normal work shift is 8 hours. For police officers only, the City may adopt an alternative shift schedule of four 10-hour days. The total hours in a normal workweek is 40 Monday through Sunday. Overtime hours will be paid to non-exempt employees at one and one-half times the basic straight time hourly rate for all hours worked in excess of forty hours in a regular workweek or in excess of 8 hours in a day to employees scheduled to work 8 hours shifts or for all hours worked in excess of 10 hours in a day to police employees scheduled to work 10 hour shifts, or as otherwise required by state and/or federal laws. Paid time off will be considered in computing the 40 hours after which overtime is paid. The supervisor must approve any overtime hours in advance.

**Section 3. Compensatory Time.** Accrual of compensatory time off in lieu of overtime pay is allowed at the Employer's discretion. In addition, the City of Port Orford can require that employees schedule time off, as needed, to remain under the accrual cap. Other use of compensatory time off must be arranged by mutual agreement between the employee and supervisor. Compensatory time accrual is limited to no more than 80 hours total.

**Section 4. After-Hours Call Out.** A minimum of two hours' work will be paid when an employee is called out for an after-hours emergency. Subsequent call outs within two hours of the first call shall be considered to be a part of the original call out.

**Section 5. Scheduled After-Hours Work at the Water Plant.** On an as-needed basis the City shall schedule Public Works employees qualified to perform such work to after-hours duty at the water plant, outside of the usual 8-hour shifts. All qualified employees will confer amongst themselves and propose the employees who will perform such duty on given days, assuring operational needs are met, and share this duty as equitably as possible. The City will attempt, as much as practicable, to implement the schedule that the employees propose. In the event employees fail, refuse or disagree about who to propose, the City, in its authority and discretion, may assign and schedule employees for this duty.

Employees so scheduled shall be paid as follows:

1. For the hours starting at the end of the employee's shift and the time at which the employee arrives at the water plant later in the same day to perform after-hours work, (stand by time), the City shall pay the employee \$3.00 per hour.
2. For after-hours time worked starting from the time the employee arrives at the water plant until the employee leaves the plant – plus reasonable additional time for the employee to travel home, the City shall pay the employee at the overtime rate, with a minimum of one (1) hour.

3. In the event an employee must perform work at the water plant more than once in between their usual 8-hour shifts, the City shall pay the employee as described in 1. and 2. above for the employee's stand-by time and time worked. In this event the stand-by time starts at the end of the time for which they are paid for time worked under 2. above.

Section 6. **On-Call Duty.** The City will, in its sole discretion, determine which employees are eligible to be assigned to on-call duty based on the employees' ability to reliably respond to the operational requirements of the City. On-call duty is defined as time an employee is required to report for duty if contacted (e.g. by telephone or police band radio) while off duty. If called out for duty, the employee shall respond within the time limit established by the department.

An employee assigned to on-call duty shall be compensated at the rate of \$3.00 per hour for all hours in which they are assigned to be on-call, plus time and one-half (1-1/2) for the actual hours worked.

Section 7. **Meals and Rest Periods.** Paid rest periods shall be fifteen (15) minutes every two (2) hours. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor is obtained before the scheduled meal break.

Section 8. **Off-Duty Social Activities.** Participation in off-duty social or recreational activities such as City picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect an employee's wages, hours, working conditions, or present or future employment opportunities.

Section 9. **Office Closures.** Except for regularly scheduled holidays, City offices will be open for business on Mondays through Fridays during normal business hours. Circumstances beyond the Employer's control, such as inclement weather, national crises, or other emergencies may affect hours of operation. On these occasions, the City of Port Orford offices may close for all or part of a regularly scheduled workday. In such an event, the Employer will try to have supervisors contact all employees. Employees may also contact their supervisor or City Administrator.

Any closing longer than one full work shift may be assessed against an employee's sick leave or vacation time at the employee's option. If none exists, the closing will be regarded as approved unpaid personal leave.

## **ARTICLE 8 - HEALTH AND SAFETY**

The Employer shall adhere to applicable State and Federal health and safety regulations.

## **ARTICLE 9 – SENIORITY**

Section 1. Seniority is defined as an employee's length of continuous service with the Employer. Seniority shall be computed from the date of hire for a member of the

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bargaining unit. An employee's seniority terminates upon discharge or resignation.

Section 2. The probationary period for newly hired employees shall be for six (6) months during which time an employee may be discharged with or without cause and shall have no right of appeal nor recourse to the grievance procedure for discharge.

Section 3. Seniority shall apply to: work assignments, overtime, and layoff and recall, as provided for below and as specified elsewhere in this Agreement.

Section 4. Layoff. The Employer may lay off employees within each job classification category in the bargaining unit in the inverse order of seniority after all probationary employees have been laid off and provided the employees remaining in the affected job classifications are qualified in the City Administrator's and employee's immediate supervisor's judgment to perform the work of that classification. Job classification categories are defined as Office/Administrative and Operations. Employees laid off shall retain rights to recall from their date of layoff for twelve (12) months.

Section 5. Recall from layoff. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. Such recall from layoff shall be accomplished in the reverse order of the layoff within the classification affected. Employees with recall rights in the vacated classification shall be notified by certified mail, return receipt requested, at their last known address and they shall have ten (10) calendar days after the mailing of the notice to notify the Employer of their acceptance of the recall to work. Employees not responding in writing within the ten (10) day limit to accept recall, or employees who refuse the recall opportunity, shall forfeit all rights to employment and their recall status shall terminate.

## **ARTICLE 10 - HOLIDAY COMPENSATION**

Section 1. The Employer observes the following paid holidays each year. City offices are officially closed on these days:

New Year's Day	Labor Day
Martin Luther King Jr's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Eight Hours of Personal Holiday Time	

Employees will receive a schedule each year showing the date on which each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Years' Eve, will be determined each year at management's discretion. If a holiday falls on a weekend, the holiday will be observed on Friday or Monday. Employees may not elect financial compensation in lieu of taking time off for a holiday. If an employee is required to work on a holiday he/she will be paid for the holiday in addition to the time worked.

Section 2. Regular full-time employees regularly scheduled to work on the holiday will be paid for the above holidays. Part-time employees between 20 and 35 hours will receive a pro-rated amount of holiday pay based on their regularly scheduled time. For instance, a part-time employee working 20 hours per week would receive 4 hours of holiday pay because he/she is working 50% of full-time.

Section 3. One (1) floating holiday, to be called a personal day, will be given. This holiday will be given each fiscal year and is to be taken before the next fiscal year. If not taken before that time, the employee will lose that personal day. At no time, will the employee be paid overtime or straight time for that day if it is not taken.

## **ARTICLE 11 - VACATIONS**

Section 1. All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. All accruals are from the first day of employment. No vacation time may be taken or paid during the introductory/probationary period, unless specific arrangements have been made at the time of hire.

Vacation benefits shall be earned according to the following schedule:

<u>Number of continuous years of service</u>	<u>Benefit per year</u>
Earned during the first 12 months	40 hrs.
Earned during 13 months to 24 months	80 hrs.
Earned during 25 months to 10 years	120 hrs.
Earned over 10 years	160 hrs.

Section 2. Accrual for part-time employees is on a pro-rated basis calculated on the established work schedule. Continuous service will be calculated from the first of the month nearest the employee's date of hire.

Section 3. The Employer provides paid vacation and personal time so employees can enjoy periods of time away from work. Vacation is intended for rest and recreation, and vacation pay may not be taken instead of time off. However, accrued but unused vacation leave will be paid out at separation from employment

Section 4. Vacation accrual cannot exceed two (2) times the yearly accrual up to a maximum of 200 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when the total is reduced to less than the allowed maximum. The City Administrator may waive this provision at his/her discretion providing that it is determined that the employee was unable to take vacation time due to city needs.

Section 5. Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to the employee's supervisor, and approved by the City Administrator or Mayor in the absence of the City Administrator.

Generally, employees will not be allowed more than two weeks off at a time. The Employer

will try to grant each request but cannot guarantee every request will be approved. In the event of competing requests, approval will be given to the employee with the greater seniority, except that no one employee may extend holiday weekends repeatedly if another employee desires one of them. In the event of a conflict, a rotational basis will be observed. A senior employee may not bump a junior employee's vacation selection after it has been approved.

## **ARTICLE 12 - OTHER PAID LEAVES**

Section 1. Sick Leave Paid sick leave is accumulated at a rate of 8 hours per month for full-time employee and at a prorated amount for a part-time employee. Monthly accruals of sick leave credited to an employee accrual on the first day of the month following the month in which it was earned.

The spread in early 2020 of the coronavirus pandemic throughout the United States makes it imperative to the safety of all employees and the constituents that they serve for all employees to monitor their physical fitness for duty and to promptly absent themselves from the workplace upon determining that they may be ill. It is in everyone's best interest to not be at work when ill or injured. It is the Supervisor's or Manager's responsibility to promptly grant permission for any employee to stop work and go home if the employee reports that they are experiencing symptoms of illness or if the supervisor or manager notices such symptoms. Employees are expected to cooperate with the decision.

Sick leave may be taken for the purposes set forth in Appendix B to this Agreement.

Accumulated sick leave may be used in conjunction with income protection plans or other sources of disability income to achieve full pay for as long as possible. However, at no time can the combination of these exceed normal earnings. Sick time accumulated will not exceed 180 working days (1,440 hours).

Whenever foreseeable, employees are required to inform their supervisors of the need to use sick leave as far in advance as possible up to ten (10) calendar days. Once out on sick leave, employees are expected to notify their supervisor/manager at the beginning of each workday during illness or injury. Exceptions to this include a serious accidental injury, hospitalization, or when the employee knows in advance that he or she will be absent for a certain period and has informed management ahead of time.

A certification from the employee's health care provider that the employee is able and fit to resume work may be required for review before the employee returns to work in certain situations. When an employee uses sick leave for more than three (3) consecutive workdays, the Employer may require medical verification from an appropriate health care provider of the need to use sick leave. The employer shall pay any reasonable costs for providing medical verification, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled. Time limits for an employee to deliver medical verification shall be governed by ORS 653.626.

Unused sick leave is not paid at termination.

Sick leave does not accumulate during unpaid leaves of absence. In the case of an accepted workers compensation claim, an employee may use accrued sick leave for any days of absence not paid through workers' compensation, or, when receiving workers compensation time-loss benefits, to offset the reduction in and employee's net pay until accrued sick time is exhausted. However, at no time can the combination of these exceed the employee's usual net pay, nor can more sick time be used than that accumulated.

#### Section 2. Bereavement Leave.

For Family Members. Employees are eligible to take paid Bereavement Leave in the event of death of family members. For the purpose of this benefit only, family member means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the brother or sister of the employee, the aunt or uncle of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, another relative of the employee residing in the same home or a person with whom the employee was or is in a relationship of in loco parentis.:

#### Length of Leave

Employees are allowed to take up to three consecutive regularly scheduled working days away from work with pay for bereavement leave for a family member. If additional time off for such bereavement purpose is needed, employees may use accrued comp time, vacation leave, sick leave, a floating holiday or apply for an unpaid personal leave of absence. In this event, accrued comp time must be exhausted before other leave benefits may be used.

#### For Non-Family Members.

Up to three (3) days of unpaid leave to attend the funeral of a non-family member with whom the employee had an especially close relationship shall be granted. In the alternative or to extend leave for this purpose, employees may use accrued comp time, vacation leave, a floating holiday or apply for an unpaid leave of absence. In this instance, accrued comp time must be exhausted before other leave benefits may be used.

#### Request Procedure

Employees are expected to give as much notice as possible of the need for time off so that the Employer can make arrangements to cover the absence. The employee may be required to prove family relationship and death.

#### Pay While on Leave

Full-time employees will continue receiving regular pay for up to the three days of bereavement leave allowed (based on straight-time work hours missed up to 8 hours a day).

#### Status of Benefits

Bereavement leave will not affect eligibility for benefits or continuance of benefit accruals.

Section 3. Jury or Witness Duty. Employees served a subpoena to serve as witnesses or served a summons to perform jury duty may obtain a paid leave of absence. If the

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Employer feels that the employee's absence would cause an undue hardship to the employee or the City of Port Orford, the Employer may request, with the employee's agreement, that he or she be excused from jury duty. Voluntary service as a witness or court appearances the employee must make as part of the employee's own legal proceedings or lawsuit are not eligible for this benefit.

### Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial summons or subpoena and any involuntary extensions to them. Employees are expected to report to work during regular work hours when not in court. Employees are to return to work as soon as possible from Jury Duty.

### Request Procedure

The employee must notify his or her manager or supervisor as soon as is practicable after service upon them of a subpoena to serve as a witness or a summons to perform jury duty so that arrangements can be made to cover the position. Employees are expected to provide a copy of the subpoena or summons within three work days after service.

### Pay While on Leave

Employees will be compensated at the employee's regular rate of pay. The employee may keep the pay for jury duty or witness fees, as the case may be.

### Status of Benefits

Benefits are not affected by jury or witness duty leaves.

## Section 4. Family Medical Leave

### Purpose

City Employees are not covered under the Family Medical Leave Act (FMLA) nor is the Employer a covered employer under the Oregon Family Leave Act. However, the Employer's voluntary Family Medical Leave policy allows eligible employees to take a leave of absence for their own serious health condition. Leave is also granted for the birth or adoption of a child, for the placement of a foster child, for the care of a child, spouse or same sex domestic partner, parent or parent-in-law with a serious health condition and for the care of a sick child.

### Eligibility

Employees will be eligible to take a family medical leave if they meet the following requirements:

- They have been employed for at least 180 days (typically, 26 weeks) or more before the first day of the family medical leave; and,
- They have worked an average of 25 or more hours per week as of the day before the request for family and medical leave is made. This average is calculated over the 180 days preceding the request for leave. However, for the purpose of taking leave for the birth, adoption or foster care placement of a child (parental leave), this requirement does not apply.



### Family Medical Leave

Employees are eligible to take family medical leave in the following situations:

- To care for an infant or a newly adopted or foster-placed child under the age of 18, or older than 18 if the child is incapable of self-care due to mental or physical disability, within 12 months of the event (parental leave);
- To care for a family member with a serious health condition or for the employee's own serious health condition (serious health condition leave). For the purpose of this benefit only, the term "family member" means an employee's biological, adopted or foster child or parent, parent-in-law, spouse and domestic partner.
- For a pregnancy disability or prenatal care (pregnancy disability leave) Female employees who have used up their original 12 weeks for a serious health condition related to pregnancy are entitled to an additional 12 weeks of parental leave;
- To care for a sick child who does not have a serious health condition but requires home care (sick child leave). Note: Employees who use up their original 12 weeks for parental leave are entitled to an additional 12 weeks of sick child leave. If only part of the 12 weeks is used for parental leave, the employee will only be eligible for the balance remaining on the 12 weeks for sick child leave.

### Length of Leave

Employees may take a leave of up to twelve (12) weeks of family medical leave during a 12-month period. A week is defined as the employee's normal workweek schedule. The 12-month period will be measured forward from the date of leave. If medically necessary, family medical leave may be taken on a reduced or intermittent schedule, details of the proposed schedule should be attached to the "Request for Family Leave" form and should be verified by the certifying health care professional on the Health Care Provider Certification form.

### Request and Certification Procedure

In situations where the need for medical leave is foreseeable thirty or more days in advance, the employee must give not less than thirty (30) days' written notice of their intention to take family medical leave by filling out and turning in the "Request for Family Medical Leave" form and the "Health Care Provider Certification" form that are available from the City.

The Employer recognizes that many times the need for family medical leave can be caused by serious or emergency situations. The Employer will make every attempt to work with employees to ensure that employees receive all benefits to which employees are entitled, however, the Employer asks that the employee call their supervisor or the City Administrator, and make every effort to communicate the situation immediately.

The purpose(s) for which requests for family medical leave are requested must be verified by an appropriate health care professional by using the "Health Care Provider Certification" form, which must be completed by the health care professional and returned to the Employer within 15 calendar days of submitting a written request for leave. Furthermore, for leave requests to care for a family member with a serious health condition, the employee shall provide proof of the family relationship, unless this requirement is waived by the Employer in writing.

In the case of a request for leave to care for a newly adopted child, the employee must deliver

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to the Employer a certified “true” copy of the Judgment of Adoption. In the case of placement of a foster child, the employee shall provide to the Employer written proof of the placement from the agency making the placement or from the court that ordered it. The Employer shall keep any medical information provided about the personal health condition(s) of the employee or of a family member confidential; only those employees of the Employer with a valid business-related reason to know such information will have access to it.

### General Provisions

Employees must use any accrued comp time, vacation, sick leave, floating holiday or other accrued paid leave available during the family medical leave. When this is exhausted, the balance of the leave will be unpaid. The employee may be required to provide periodic status reports to the organization while on a family and medical leave.

**Important:** eligibility to continue insurance coverages provided in this Agreement may end or be affected by the use of family medical leave. Employees contemplating the use of this benefit should consult with the insurance plan administrators in advance to learn if and how the use of this benefit will impact their and their dependents’ eligibility for coverage.

Employees are entitled to return to the same job with equivalent benefits, pay and other terms and conditions of employment at the end of a family medical leave. If the same job no longer exists, the City will make its best efforts to return the employee to a job as equivalent as is available with benefits and pay as equivalent as are available. Employees will be required to present a fitness-for-duty certificate before being reinstated.

Any expenses incurred by the employee to provide the Health Care Provider Form are 50% reimbursable by the City .

Section 5. Personal Leave of Absence Apart from other leaves described herein and at the Employer’s sole discretion, full-time, employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that does not fall under the guidelines of the Family Medical Leave Policy. A personal leave of absence is granted solely at the Employer’s discretion and is normally granted to protect the length of service and benefit rights for an employee whose service might otherwise be terminated.

### Eligibility

Employees become eligible for a personal leave of absence after twelve months of service and when all paid leave benefits have been exhausted.

### Length of Leave

The leave may be requested for any period of time up to a maximum of 90 days. A personal leave of absence starts on the first regular workday following the last day worked.

### Request Procedure

A written request using the Leave of Absence Request Form should be submitted to the City Manager with a copy to the employee’s supervisor at least one week (five working days) before time off that would exceed ten days, except in emergencies. Such leave

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requests must include a date on which the employee shall return to work. If the employee fails to return to work on that date without first obtaining the City's written permission to return on a later date, the employee's employment at the City is terminated.

### Pay While on Leave

Personal leaves of absence are without pay.

### Status of Benefits

**Important:** the use of a personal leave of absence under this section may affect or end an employee's eligibility for the insurance benefits provided under this Agreement. The employee alone is solely responsible to consult with the insurance plan administrators in advance to learn how the use of this benefit will impact their and their dependents' eligibility for coverage. Hours of sick leave and vacation leave will not accrue and holiday pay will not be paid during a personal leave of absence. Seniority shall not accrue during leaves of absence approved under this subsection that are greater in length than thirty (30) calendar days.

### Reinstatement

The Employer will attempt to arrange employment for individuals returning from a personal leave of absence, but the Employer makes no guarantee of employment or that the employee will be reinstated to their prior position. While employees are on a personal leave of absence, they are required to check in with their supervisor on a regular basis to inform the Employer of their status and to notify of any change in personal data, including the employee's contact information.

### Section 6. Uniformed Services Leave and Re-employment

Full and part-time employees requiring a leave of absence to undertake military service or certain types of service in the National Disaster Medical System are provided leave and have rights to be re-employed at the end of the leave. The procedures governing re-employment are stated in ORS 408.240 and in the Uniformed Services Employment and Re-employment Act (USERRA). The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

### Eligibility

Employees who perform the pre-requisites stated in the Act are eligible for reemployment and other benefits of USERRA.

### Request Procedure

The employee must provide written or verbal notice, using the Leave of Absence Request Form, of the employee's obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

### Pay While on Leave

Military leave is without pay unless it is for initial or annual training for members of

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the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service under ORS 408.290, or the employee elects to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. The employee must request and obtain approval to receive vacation pay during military leaves of absence.

### **Article 13 – INSURANCE**

Section 1. Health, Dental, & Vision Benefits. The Employer shall provide the health and dental insurance coverage described in Section 2 for all employees, their eligible spouses or domestic partners registered under Oregon law, and their eligible dependents if the insurer determines that they are eligible to participate in the plan. Employees will be provided with information about the plan at the time they become eligible to participate.

Section 2. Change of Health and Dental Plans. Upon the signing of this 2020-2023 Agreement, the Employer will deliver notice to CIS to discontinue the Regence Copay Plan E medical and vision insurance and the CIS dental plans for bargaining unit employees. Upon this, the Employer and Teamsters Local 206 agree that each shall perform all actions that each must perform for Teamsters Local 206 to enroll all bargaining unit employees into the Teamsters Insurance Trust Plan AAVR and to start coverage the day immediately following the last day of coverage under the CIS plans.

Upon enrolling employees in Plan AAVR, the Employer accepts as its lawful representatives on the Board of Trustees of the Trust, the Employer Trustees. The Employer further agrees that it is bound by the terms of the Trust Agreement for the Teamsters 206 Employers Trust, including any existing and future amendment thereto, which documents are hereby incorporated by reference.

Section 3. Payment of Premiums. Effective with the start of coverage, the Employer will pay 90% and the employees will pay 10% of the total monthly premiums. The employees contribution shall be paid by payroll deductions from wages. The total monthly premium per employee for calendar year 2021 is \$1,261.94.

Premium payments to the Teamsters 206 Employers Trust shall be made in this manner and within the time limits specified from time to time by the respective Board of Trustees. If the City fails to pay any contribution on time and in full, the City shall be considered delinquent and shall be liable for liquidated damages, interest, and other expenses as provided in the applicable trust agreements. All liabilities for contributions, liquidated damages, interest and other expenses due to the Teamsters 206 Employers Trust may be enforced pursuant to an action in federal court of the courts of the State of Oregon.

Upon determining the premium payable per employee for subsequent calendar years of Plan AAVR, Teamsters Local 206 shall communicate that sum to the Employer within five business days.

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### Section 4. Eligibility

This benefit is provided, for all full-time and part-time employees covered by this Agreement. All employees and other personnel covered by this Agreement must be compensated for eighty (80) hours per month to establish eligibility for the following month. If otherwise eligible, employees may begin to participate in the plan after completing a full calendar month of continuous employment. Insurance plan coverage begins on the first day of the month following completion of the first full calendar month of continuous employment.

### Section 5. Plan Enrollment/Cost

Once eligible, all bargaining unit employees must complete enrollment forms made available by payroll/finance and/or Teamsters Local 206. Enrollment in Plan AAVR is mandatory for all employee covered by this Agreement. To change dependent coverage, once enrolled, the Benefit Plan Administrator must be contacted.

The City will provide to part-time employees in the bargaining unit health insurance in an amount comparable to the percentage of full-time that they are scheduled to work provided that the employee pays the remaining costs.

Section 6. Other Insurance Benefits

Group Life Insurance

The Employer shall provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work 20 hours per week or more become eligible for this coverage consistent with other insurance benefits. The amount of insurance coverage is equal to the employee's base annual salary with a \$50,000 maximum. The City pays the full premium.

Long Term Disability

The Employer shall provide a Group Long-term Disability plan. Employees who are regularly scheduled to work 20 hours or more per week become eligible for this plan consistent with other insurance benefits. The City pays the full premium.

Premium Only 125 Plan

The City provides a Premium Only 125 Plan that allows employees to have any group medical or dental premium contributions deducted from their checks on a pre-tax basis. Details will be provided to employees at the time of eligibility.

**ARTICLE 14 – RETIREMENT**

The Employer will continue participation in the Public Employees Retirement System for the term of this Agreement. The Employer shall pick up the employee's contribution to the retirement program.

**ARTICLE 15 - NO STRIKE, NO LOCKOUT CLAUSE**

Section 1. The Union agrees that no Employees covered by this Agreement shall have any right to engage in a work stoppage, slowdown, or strike; and that if any unauthorized or wildcat work stoppage, slowdown, or strike shall take place, the Union will immediately notify such Employees so engaged in such unauthorized activities to cease and desist and publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any Employees engaging in any work stoppage, slowdown or strike against the City shall be subject to immediate dismissal by the City, without any right to any of the benefits provided for under this Agreement, except the right to grieve the issue of whether or not a work stoppage, slowdown, or strike by the Employee took place.

Section 2. The City agrees there will be no lockout of Employees in the bargaining unit by the City during the term of this Agreement.

## **ARTICLE 16 - RIGHTS OF MANAGEMENT**

Section 1. It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations, but that such rights are subject to such conditions, requirements, and limitations as may be applicable under law, whether it be federal, state, or municipal law, and must be exercised consistently with the provisions of this Agreement. The City retains the power or authority not abridged, delegated or modified by this Agreement.

Section 2. By way of illustration, the right and authority of the City to manage City operations includes the sole discretion, without bargaining to:

- A. To establish and administer the fiscal budget and determine the mission of all departments and the types, designs and frequency of their services;
- B. To direct and supervise all operations. To relocate, re-organize, open, close or combine the work of departments, divisions, offices, branches or facilities.
- C. To determine the minimum and preferred qualifications of all job classifications for new, transferred and promoted employees and to determine the methods for hiring, promotion and for evaluating the quality of work performed.
- D. To revise, eliminate or implement new duties of work and to revise eliminate or implement new job classifications subject to the Union's right to bargain wages and benefits.
- E. To schedule the days, hours and shifts of work; assign and direct the performance of all duties and determine and assign work locations.
- F. To determine the need for training, additional educational courses, on-the-job training and cross training, and to assign employees to such duties for periods as to be determined by the City.;
- G. Suspend, demote, discharge, or take other disciplinary actions against Employees who have successfully completed their probation for just cause;
- H. To implement new and to revise or discard, in whole or in part, the standards, methods, means, materials, processes, equipment, tools, vehicles, and other resources by which operations are conducted;
- I. Lay off Employees when the Employee(s) are given advance written notice and to otherwise determine the need for increases or

reductions in the work force and the implementation of any decision with regard thereto.

- J. When the City has reasonable suspicion to believe that an Employee is under the influence of intoxicants or any non-prescribed, controlled substance at work, the City may require the employee to immediately submit to a blood test and/or urinalysis. These tests will be conducted in a laboratory mutually agreed upon, in advance, by the City and the Union. A refusal to immediately submit to any such test may result in disciplinary action, which may include suspension and/or termination. This right shall not preclude other drug-testing required by law or by the Employer's post-accident safety policies.
- K. Subject to the agreement stated in Article 17, Section 3, the right to create, modify or cancel personnel policies and workplace rules of conduct.

#### **ARTICLE 17 - MISCELLANEOUS**

Section 1. Union Access. Representatives of the Union shall have access to the Employer's premises but shall not interfere with the performance of work.

Section 2. Bulletin Board. The Employer agrees to provide a bulletin board on which the Union may post notices of general interest or notices of Union meetings.

Section 3. Work Rules. Employer work rules promulgated after the effective date of this agreement shall be submitted in writing to the Union for its review at least two (2) weeks prior to the adoption of said rules.

#### **ARTICLE 18 - SAVINGS**

In the event that any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the term of the Agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be opened for negotiation. All other portions of the Agreement shall remain in full force and effect.

Renegotiation of a collective bargaining agreement pursuant to this Article shall be governed by ORS 243.698.

#### **ARTICLE 19 – EFFECTIVE DATE AND DURATION**

Section 1. This Agreement shall be in full force and effect as of the date of signing by the Union and by the City. This Agreement shall remain in effect until June 30, 2023 and from year to year thereafter unless either party gives notice to the other of its intent to terminate or renegotiate it at least 150 days prior to July 1, 2023 or July 1 of any subsequent year the Agreement remains in effect.



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SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FOR THE EMPLOYER

FOR THE UNION

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\_\_\_\_\_