

**COLLECTIVE BARGAINING  
AGREEMENT**

**SEIU LOCAL 503, OPEU  
SPRINGFIELD CITY EMPLOYEES  
LOCAL 995**

**and**

**CITY OF SPRINGFIELD**

**Expires June 30, 2016**



# TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1 – RECOGNITION</b> .....	<b>1</b>
<i>Section 1. Union Recognition</i> .....	1
<i>Section 2. Definition of Employees</i> .....	1
<i>Section 3. Regular Employees</i> .....	1
<b>ARTICLE 2 – NONDISCRIMINATION</b> .....	<b>1</b>
<i>Section 1. Discrimination</i> .....	1
<i>Section 2. Accommodation</i> .....	1
<b>ARTICLE 3 – UNION SECURITY</b> .....	<b>2</b>
<i>Section 1. Check-off</i> .....	2
<i>Section 2. Fair Share</i> .....	2
<i>Section 3. Religious Objection</i> .....	2
<i>Section 4. Hold Harmless</i> .....	2
<b>ARTICLE 4 – MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE 5 – HOURS OF WORK AND OVERTIME (FLSA NON-EXEMPT)</b> .....	<b>3</b>
<i>Section 1. Workweek</i> .....	3
<i>Section 2. Workday</i> .....	3
<i>Section 3. Alternative Work Schedules</i> .....	3
<i>Section 4. Changing Work Schedules</i> .....	4
<i>Section 5. Job Share</i> .....	4
<i>Section 6. Rest Periods</i> .....	4
<i>Section 7. Meal Periods</i> .....	4
<i>Section 8. Standby</i> .....	4
<i>Section 9. Alternate Workweek Schedules</i> .....	5
<i>Section 10. Overtime Definitions</i> .....	6
<i>Section 11. No Pyramiding</i> .....	6
<i>Section 12. Form of Compensation</i> .....	7
<b>ARTICLE 6 – HOURS OF WORK AND OVERTIME (FLSA EXEMPT)</b> .....	<b>7</b>
<i>Section 1. Workweek</i> .....	7
<i>Section 2. Alternative Work Schedules</i> .....	7
<i>Section 3. Rest Periods</i> .....	7
<i>Section 4. Standby</i> .....	7
<i>Section 5. Exempt Overtime</i> .....	7
<i>Section 6. Compensatory Time</i> .....	8

**ARTICLE 7 – HOLIDAYS.....8**

*Section 1. Holiday Schedule..... 8*

*Section 2. Holiday Compensation..... 8*

*Section 3. Floating Holidays..... 9*

**ARTICLE 8 – SICK LEAVE .....9**

*Section 1. Eligibility..... 9*

*Section 2. Accrual..... 9*

*Section 3. Maximum Accumulation..... 9*

*Section 4. Utilization..... 9*

*Section 5. Physician Certification..... 10*

*Section 6. Payment Upon Termination or Death..... 10*

*Section 7. Transfers..... 10*

*Section 9. Donation of Vacation Leave..... 11*

*Section 10. Reemployment..... 11*

*Section 11. Sick Leave Reserve Program..... 11*

**ARTICLE 9 – VACATION .....12**

*Section 1. Eligibility..... 12*

*Section 2. Maximum Accumulation..... 12*

*Section 3. Maximum Accumulation Procedure..... 13*

*Section 4. Vacation Cash-out..... 13*

*Section 5. Scheduling..... 13*

*Section 6. Illness During Vacation..... 14*

*Section 7. Vacation Pay Upon Termination..... 14*

*Section 8. Transfer of Vacation Leave..... 14*

*Section 9. Accrual Rates FLSA Non-Exempt..... 14*

*Section 10. Accrual Rates FLSA Exempt..... 15*

**ARTICLE 10 – LEAVES OF ABSENCE .....15**

*Section 1. Leave Without Pay..... 15*

*Section 2. Family Medical Leave..... 16*

*Section 3. Bereavement Leave..... 16*

*Section 4. Jury Duty/Witness..... 16*

*Section 5. Crime Victims Leave..... 16*

*Section 6. Domestic Violence Victims Leave..... 16*

*Section 7. Military and Peace Corps..... 16*

*Section 8. Inclement Weather/Closure..... 17*

*Section 9. Union Leave of Absence..... 17*

<b>ARTICLE 11 – UNION RIGHTS.....</b>	<b>18</b>
<i>Section 1. Representatives.....</i>	<i>18</i>
<i>Section 2. Access.....</i>	<i>18</i>
<i>Section 3. Bulletin Boards.....</i>	<i>18</i>
<i>Section 4. Collective Bargaining.....</i>	<i>18</i>
<i>Section 5. Contract Administration.....</i>	<i>18</i>
<i>Section 6. New Employee Orientation.....</i>	<i>18</i>
<b>ARTICLE 12 – SENIORITY .....</b>	<b>19</b>
<i>Section 1. Seniority.....</i>	<i>19</i>
<i>Section 2. Promotion.....</i>	<i>19</i>
<i>Section 3. Filling of Vacancies (Regular Part-Time).....</i>	<i>20</i>
<b>ARTICLE 13 – PROBATIONARY PERIOD .....</b>	<b>20</b>
<i>Section 1. New Employees.....</i>	<i>20</i>
<i>Section 2. Promotion/Transfer.....</i>	<i>20</i>
<b>ARTICLE 14 – LAYOFF .....</b>	<b>21</b>
<i>Section 1. Reduction in Force.....</i>	<i>21</i>
<i>Section 2. Recall.....</i>	<i>21</i>
<i>Section 3. Notice.....</i>	<i>22</i>
<i>Section 4. Reduction from Full-time Status.....</i>	<i>22</i>
<b>ARTICLE 15 – FILLING OF VACANCIES .....</b>	<b>22</b>
<i>Section 1. Definitions.....</i>	<i>22</i>
<i>Section 2. Notice and Posting.....</i>	<i>23</i>
<i>Section 3. Application.....</i>	<i>23</i>
<i>Section 4. Consideration.....</i>	<i>23</i>
<i>Section 5. Filling of Vacancies (Regular Part-Time).....</i>	<i>24</i>
<b>ARTICLE 16 – SETTLEMENT OF DISPUTES.....</b>	<b>24</b>
<i>Section 1. Procedure.....</i>	<i>24</i>
<i>Section 2. Time Limits.....</i>	<i>25</i>
<b>ARTICLE 17 – DISCIPLINE AND DISCHARGE.....</b>	<b>26</b>
<i>Section 1. Just Cause.....</i>	<i>26</i>
<i>Section 2. Just Cause Standard.....</i>	<i>26</i>
<i>Section 3. Representation.....</i>	<i>26</i>
<i>Section 4. Due Process.....</i>	<i>26</i>

<b>ARTICLE 18 – LABOR/MANAGEMENT COMMITTEE.....</b>	<b>27</b>
<i>Section 1. Purpose and Intent. ....</i>	27
<i>Section 2. Meeting Schedule. ....</i>	27
<i>Section 3. Committee Participation. ....</i>	27
<b>ARTICLE 19 – PERSONNEL FILES, INVESTIGATIONS, AND EVALUATIONS .....</b>	<b>27</b>
<i>Section 1. Location and Employee Rights.....</i>	27
<i>Section 2. Signing.....</i>	27
<i>Section 3. Removal and Rebuttal.....</i>	28
<i>Section 4. Customer Complaint Investigations. ....</i>	28
<i>Section 5. Suspension with Pay pending an Investigation.....</i>	28
<i>Section 6. Step Increases.....</i>	28
<i>Section 7. Performance Evaluations. ....</i>	28
<b>ARTICLE 20 – CLASSIFICATION/JOB TITLE .....</b>	<b>29</b>
<i>Section 1. New Classifications/Job Titles.....</i>	29
<i>Section 2. Classification Specifications. ....</i>	29
<i>Section 3. Acting-in-Capacity. ....</i>	29
<i>Section 4. Temporary Assignment.....</i>	29
<i>Section 5. Reclassification Requests. ....</i>	30
<i>Section 6. Job Descriptions.....</i>	31
<b>ARTICLE 21 – COMPENSATION .....</b>	<b>31</b>
<i>Section 1. Salary Schedule. ....</i>	31
<i>Section 2. Schedule Movement.....</i>	32
<i>Section 3. Deferred Compensation.....</i>	32
<i>Section 4. Pay Period.....</i>	32
<i>Section 5. Pay-for-Performance.....</i>	33
<b>ARTICLE 22 – INSURANCE.....</b>	<b>33</b>
<i>Section 1. Medical and Dental. ....</i>	33
<i>Section 2. Flexible Spending Account. ....</i>	34
<i>Section 3. Employee Assistance Program.....</i>	35
<i>Section 4. Insurance Committee.....</i>	35
<i>Section 5. Life Insurance.....</i>	35
<i>Section 6. Long Term Disability.....</i>	35
<i>Section 7. Carrier/Coverage. ....</i>	35
<i>Section 8. Fire-Med.....</i>	36

<b>ARTICLE 23 – RETIREMENT .....</b>	<b>36</b>
<i>Section 1. Retirement Plan.....</i>	36
<i>Section 2. Retirement Plan (Regular Part-Time).....</i>	36
<i>Section 3. Contributions.....</i>	36
<b>ARTICLE 24 – TRAVEL, MEETING EXPENSES AND UNIFORM EXPENSES .....</b>	<b>36</b>
<i>Section 1. Travel.....</i>	36
<i>Section 2. Meeting and Travel Meal Reimbursement.....</i>	37
<i>Section 3. Uniform Expenses.....</i>	38
<b>ARTICLE 25 – SAFETY.....</b>	<b>38</b>
<i>Section 1. Obligation.....</i>	38
<i>Section 2. Committee Participation.....</i>	38
<b>ARTICLE 26 – DRUG AND ALCOHOL FREE WORKPLACE.....</b>	<b>38</b>
<b>ARTICLE 27 – OUTSIDE EMPLOYMENT .....</b>	<b>39</b>
<b>ARTICLE 28 – CAREER DEVELOPMENT/TRAINING .....</b>	<b>39</b>
<i>Section 1. Tuition Reimbursement.....</i>	39
<i>Section 2. Training.....</i>	39
<i>Section 3. Career Consultation.....</i>	39
<b>ARTICLE 29 – SAVINGS CLAUSE.....</b>	<b>40</b>
<b>ARTICLE 30 – CONTRACTING OUT .....</b>	<b>40</b>
<i>Section 1. Notice and Submission.....</i>	40
<i>Section 2. Impact Bargaining.....</i>	40
<i>Section 3. Insurance Extension.....</i>	40
<i>Section 4. Retention of Layoff Rights.....</i>	41
<i>Section 5. Retention of Management Rights.....</i>	41
<b>ARTICLE 31 – STRIKES .....</b>	<b>41</b>
<i>Section 1. Prohibition.....</i>	41
<i>Section 2. Union Obligation.....</i>	41
<i>Section 3. No Lockout.....</i>	41
<b>ARTICLE 32 – EXISTING CONDITIONS .....</b>	<b>41</b>
<i>Section 1. Complete Agreement.....</i>	41
<i>Section 2. Amendments.....</i>	41
<b>ARTICLE 33 – TERM OF AGREEMENT .....</b>	<b>42</b>
<b>MEMORANDUM OF UNDERSTANDING – HRA VEBA .....</b>	<b>44</b>

**APPENDIX A - SEIU Classifications/Job Titles with Pay Grades .....45**

**APPENDIX B - SEIU Pay Scale .....46**

**APPENDIX C – Alternative Workweek Schedules .....47**

*Example 1..... 47*

*Example 2..... 48*

*Example 3..... 49*

*Example 4 – Coding Holidays (Article 5, Section 9)..... 50*

*Example 5 – Holidays on a regularly scheduled day off..... 50*

*Example 6 – Working holidays..... 51*

## PREAMBLE

This Agreement is entered into between the City of Springfield, hereinafter referred to as the "City," and SEIU Local 503, OPEU, hereinafter referred to as the "Union," and sets forth the full and complete Agreement between the parties on all matters relating to conditions of employment as defined by Oregon Revised Statutes (ORS), except as otherwise provided herein.

## ARTICLE 1 – RECOGNITION

### **Section 1. Union Recognition.**

The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this Collective Bargaining Agreement.

### **Section 2. Definition of Employees.**

The bargaining unit covered by this contract consists of all regular full-time (forty (40) hour employees) and regular part-time employees of the City, excluding all supervisory and confidential employees and all employees currently represented by another union or association. Employees hired for a limited duration shall be considered either regular part-time or regular full-time employees, and all articles of the Agreement shall apply to them. At the end of the limited duration, such employees shall have all rights under Article 14, Layoff.

### **Section 3. Regular Employees.**

Regular employees are defined as those that are hired into regular or limited duration positions or temporary employees who have worked for the City for a period greater than 950 (nine hundred fifty) hours per fiscal year (July 1-June 30). Representation by the Union will be effective on the date that regular City employment begins.

## ARTICLE 2 – NONDISCRIMINATION

### **Section 1. Discrimination.**

The City agrees not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, sexual orientation, religion, mental or physical disability, political affiliation or union membership. The City and the members of the bargaining unit agree that an atmosphere conducive to mutual respect for all employees of the City is a mutual goal.

### **Section 2. Accommodation.**

Nothing contained in this Agreement shall prevent the City from making reasonable accommodation required under applicable federal or state legislation or administrative rule.

## ARTICLE 3 – UNION SECURITY

### **Section 1. Check-off.**

The City agrees to deduct the union membership dues from the pay of those employees who have authorized such deductions in writing. The deductions, together with an itemized statement shall be remitted to the Union's Salem Headquarters, with a copy to the Local 995 President within ten (10) days after deductions are made. The statement shall include the following information for each bargaining unit employee: name; employee ID number; work e-mail; fair share, religious objector or member status; amount of dues withheld; department classification; base pay rate; hire date; and full-time or part-time status. The information shall be provided in electronic format using Microsoft Excel via e-mail. The e-mail shall be sent to the head of the SEIU Local 503 IT department at [larsonl@seiu503.org](mailto:larsonl@seiu503.org) and [sebringd@seiu503.org](mailto:sebringd@seiu503.org). SEIU will notify the City if there are any changes in contacts for the purposes of this article. The City will also provide the Union with a copy of the City internal phone directory, and will provide updated versions periodically upon request.

### **Section 2. Fair Share.**

Each employee shall either join the Union or pay a fair share amount as determined by the Union in accordance with statutory and constitutional requirements, except as provided in this article. Fair share deductions shall be made as described in this article, except that no authorization is necessary.

### **Section 3. Religious Objection.**

An individual employee who claims an objection to the requirements of this Article based on bona fide religious tenets of a church or religious body of which such employee is a member shall inform the City and the Union of his/her objection. The employee will meet with Union representatives to establish a mutually satisfactory arrangement for distribution of the contribution of an amount of money equivalent to regular Union dues to a nonreligious charity. The employee shall provide written proof to the City and the Union that the contribution has been made.

### **Section 4. Hold Harmless.**

The Union shall indemnify, defend and save the City harmless against any and all claims, demands or suits and for all legal costs that arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

## ARTICLE 4 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes,

locations and manner of performing work; to hire, promote and retain employees; to determine schedules of work; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to subcontract or contract projects or works it deems appropriate. Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the Existing Conditions Article contained herein is satisfied. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – HOURS OF WORK AND OVERTIME (FLSA NON-EXEMPT)**

### **Section 1. Workweek.**

The workweek shall begin on Sunday and end on Saturday, and the work schedule for full-time employees will normally consist of forty (40) hours in a seven (7) day workweek.

The above workweek definition provides for a five (5) day, eight (8) hour work schedule, a four (4) day, ten (10) hour work schedule, or an alternate work schedule as mutually agreed upon by the employee and the City. Alternate workweek examples are addressed in Section 9 of this article.

### **Section 2. Workday.**

Full-time employees will normally be scheduled to work an eight (8) or ten (10) hour workday as determined by the City, unless there is mutual agreement to provide for an alternate work schedule.

### **Section 3. Alternative Work Schedules.**

Subject to the operating requirements of the City, employees may be granted an alternative work schedule. Whenever there is mutual agreement between the City and a non-exempt employee to work an alternative work schedule and the daily hours exceed eight (8) or ten (10), overtime shall be paid for actual hours worked in excess of the scheduled work day of the alternative schedule in lieu of Section 10 (a) and (b).

An employee may apply in writing for authorization to work an alternative schedule. The alternative schedule must meet the operational needs of the City. The employee's application must show that the following criteria can be met:

1. The Alternative Schedule will maintain or enhance the employee's work performance.
2. The Alternative Schedule will sustain internal and external customer service levels.
3. The Alternative Schedule will maintain established personnel backup levels and a uniform level of work distribution.
4. The Alternative Schedule will conform to the regularly scheduled and/or seasonal departmental needs, meetings, and group projects.

The City shall respond in writing to a written request for an alternate work schedule within fourteen (14) calendar days. If the request is denied, the response must include the reason for denial.

The request for an alternative work schedule shall not be arbitrarily denied.

#### **Section 4. Changing Work Schedules.**

The City may change work schedules after five (5) days written notice or sooner on mutual agreement. Less than five (5) days notice can be given if a schedule change is necessary because of an emergency situation.

#### **Section 5. Job Share.**

The City agrees to accommodate reasonable job share requests as mutually agreed upon based on operational needs and a benefit to the City. Denials of job share requests will be reviewed by the City Manager or a designee and will not be subject to the grievance procedure contained herein.

Job share positions shall be treated as part-time employees.

#### **Section 6. Rest Periods.**

All employees shall be entitled to a fifteen (15) minute rest period in each four (4) hour half-shift, to be taken, insofar as practicable, in the middle of the work period.

#### **Section 7. Meal Periods.**

All employees working five (5) or more hours in any day shall be granted an unpaid meal period of not less than thirty (30) minutes. Meal periods shall be scheduled at approximately the middle of the work period. Exceptions to the latter provision may be made for library employees.

#### **Section 8. Standby.**

Employees who are required to carry a communications device and are required to respond to City Hall within a reasonable period of time will be compensated ten dollars (\$10.00) an evening for workdays and twenty dollars (\$20.00) for non-workdays.

## **Section 9. Alternate Workweek Schedules.**

The definition of the workweek addressed in Section 1 of this Article will not apply to employees who work alternate schedules (examples F and M as set forth below). Employee requests for alternate work schedules shall be governed by Section 3 of this article.

Nothing in this section changes the authority or ability of the City to change or rescind an employee's work schedule to meet City operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

An alternative work schedule must be mutually agreed to by the employee and the City and must be structured so that any given week or day does not result in overtime. The following alternate workweek examples are not inclusive. Alternative schedules must equal eighty (80) hours over a two week period for full-time employees but may be split however works for an employee and the City so long as each workweek equals forty (40) hours.

1. Work Schedule example F would be as follows:
  - Week one: Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
  - Week two: Monday through Thursday, nine (9) hours, and Friday off.
  - Workweeks will alternate week to week between week one and week two as set forth above.
2. Work Schedule example M would be as follows:
  - Week one: Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
  - Week two: Monday off, Tuesday through Friday, nine (9) hours.
  - Workweeks will alternate week to week between week one and week two as set forth above.
3. The workweek for employees working schedule example F should begin at 12:01 p.m. Friday and end at 12:00 Noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule F.
4. The workweek for employees working schedule example M should begin at 12:01 p.m. Monday and end at 12:00 Noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work a work schedule M.
5. During a work period when a compensable holiday occurs, an employee on an alternate work schedule will request his supervisor to adjust his/her work schedule within the defined workweek period to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours (8 hours for each day for a full-time employee). If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of his/her work schedule to account for a full forty (40) in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day

off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

6. Overtime shall be paid for actual hours worked in excess of the scheduled work day of the alternative schedule in lieu of Overtime, Section 1(a) and (b).
7. The workweek for employees not working an alternate schedule shall continue to be the standard workweek as defined in Section 1 of this article.
8. Fair Labor Standards Act (FLSA) overtime implications and examples of alternative work week schedule examples M and F are found in Appendix C.
9. This section does not establish any additional obligation on the City or the Union to negotiate different workweek definitions for other bargaining unit employees.

### **Section 10. Overtime Definitions.**

Overtime for FLSA non-exempt employees shall be paid as follows:

- a) Actual hours worked in excess of eight (8) hours per day for employees working five (5), eight (8) hour days; or,
- b) Actual hours worked in excess of ten (10) hours per day for employees working four (4) ten (10) hour days; or
- c) Actual hours worked in excess of forty (40) hours in a workweek. If the employee is on an alternate schedule, the manager and employee must establish when each week begins and ends. The weeks need not have the same number of hours worked per day. Hours in excess of forty (40) hours in either established workweek are overtime.

If an employee requests to work in excess of his or her regularly scheduled eight (8) or ten (10) hour work day and "flex" an equivalent number of hours off in that same work week in lieu of overtime, eligibility for overtime compensation for hours worked in excess of eight (8) or ten (10) hours for the work day may be waived if mutually agreed to by the employee and the City.

Overtime shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Exceptions to the above provisions are provided in Article 5 - Hours of Work under the alternative work schedule provisions.

### **Section 11. No Pyramiding.**

Time for which overtime or premium compensation may be paid under any provision of this Agreement shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other provision, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

## **Section 12. Form of Compensation.**

Overtime compensation will be received in the form of pay or compensatory time off as directed by the Department Head or a designee. The City will retain the right to schedule compensatory time off in accordance with the FLSA, i.e., the use of accumulated comp time shall be permitted within a reasonable period after a request of use has been made unless the request will unduly disrupt the operations of the City.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME (FLSA EXEMPT)**

### **Section 1. Workweek.**

The workweek shall begin on Sunday and end on Saturday, and the work schedule for full-time employees will be outlined in a job description.

### **Section 2. Alternative Work Schedules.**

Subject to the operating requirements of the City, employees may be granted an alternative work schedule. An employee may apply in writing for authorization to work an alternative schedule, subject to the operational needs of the City. The employee's application must show that the following criteria can be met:

1. The Alternative Schedule will maintain or enhance the employee's work performance.
2. The Alternative Schedule will sustain internal and external customer service levels.
3. The Alternative Schedule will maintain established personnel backup levels and a uniform level of work distribution.
4. The Alternative Schedule will conform to the regularly scheduled and/or seasonal departmental needs, meetings, and group projects.

The City shall respond in writing to a written request for an alternate work schedule within fourteen (14) calendar days. If the request is denied, the response must include the reason for denial.

The request for an alternative work schedule shall not be arbitrarily denied.

### **Section 3. Rest Periods.**

Exempt employees shall be entitled to rest and meal periods as provided by state or federal law.

### **Section 4. Standby.**

Employees who are required to carry a communications device and are required to respond to City Hall within a reasonable period of time will be compensated ten dollars (\$10.00) an evening for workdays and twenty dollars (\$20.00) for non-workdays.

### **Section 5. Exempt Overtime.**

Employees established as "exempt" from overtime by the City in accordance with the U.S. Department of Labor regulations shall not accrue pay or compensatory time as

provided by this Article, except as provided in this Section. In lieu of regular overtime, exempt employees will be credited with additional vacation accrual at the rate of 1.539 hours per each full bi-weekly period of employment for full-time employees, and to equate to a prorated portion of 1.539 hours per each full bi-weekly period of employment for part-time exempt employees based upon the FTE for the part-time position or hours scheduled for those in a 1.0 FTE position who are scheduled for less than 1.0 (i.e., a 0.5 FTE exempt employee will be credited with 0.770 hours additional bi-weekly vacation accrual, and a 0.8 FTE exempt employee will be credited with 1.231 hours additional bi-weekly vacation accrual. Formula equals  $40 \times \text{FTE}/26$  rounded up at three decimal places.)

**Section 6. Compensatory Time.**

Exempt employees will be allowed hour-for-hour compensation to be accrued as “Compensatory Time” under the following circumstances:

- a) When attendance is required at meetings outside normal work hours.
- b) For the purpose of this Agreement, Museum and Arts Commission events shall be considered meetings. Library programming matters are not considered meetings.

**ARTICLE 7 – HOLIDAYS**

**Section 1. Holiday Schedule.**

The City shall observe the following holidays:

New Year’s Day	January 1
Martin Luther King, Jr’s. Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Day	December 25
Floating Holiday	Scheduled by mutual agreement between supervisor and employee

Whenever the holiday falls on a Saturday, the preceding Friday will be given off; if the holiday falls on a Sunday, the following Monday will be given off. If a holiday occurs during an employee’s vacation or sick leave, the time shall not be charged to such sick leave or vacation time.

**Section 2. Holiday Compensation.**

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above which falls within their workweek and on which they perform no work. If an employee works on any of the holidays listed above, he/she shall receive time and one-

half (1-1/2) cash compensation for all hours worked in addition to the holiday pay. If a holiday falls on an employee's regular day off, he/she shall receive eight (8) hours compensatory time off.

Part-time employees shall have holiday hours prorated and shall be paid for their proration if a holiday falls on their regular day off.

**Section 3. Floating Holidays.**

The floating holiday listed in Section 1 of this Article will be credited to each employee's leave account effective July 1 annually. New hires will have the floating holiday hours prorated and added to their leave account on their hire date. Floating holiday hours must be used during the fiscal year in which they are earned.

**ARTICLE 8 – SICK LEAVE**

**Section 1. Eligibility.**

All full-time employees are eligible for sick leave accrual. Part-time employees accrue sick leave on a prorated basis.

**Section 2. Accrual.**

Sick leave is provided by the City at the accrual rate of 3.693 hours per each full bi-weekly period of employment for forty (40) hour employees and prorated for all employees whose paid hours are below forty (40) hours. The City will look to an employee's scheduled and paid work hours to determine their accrual. Vacation, sick, holiday, and compensatory time within those scheduled hours shall be included in determining the pro-rated accrual of sick leave per full bi-weekly pay period. Sick leave shall not accrue during periods of leave of absence without pay for a leave of eighty (80) hours or more.

**Section 3. Maximum Accumulation.**

Maximum accumulation is nine hundred sixty (960) hours.

**Section 4. Utilization.**

Sick leave may be used after thirty (30) calendar days of employment.

Sick leave may be used in increments of six (6) minutes or more.

Sick leave may be used for illness to the employee's immediate family. For the purpose of this Article, immediate family shall be defined as the employee's mother, father, spouse, sister, brother, child, but shall also include any relative residing in the employee's immediate household. The use of sick leave to care for an ill family member shall be limited to the time the employee's presence is actually required.

Employees shall promptly make other arrangements for ill family members and may be required to provide a physician's statement regarding the need of the employee to attend the family member.

For the purpose of this Article the term spouse also includes same gender domestic partners according to the following definition of domestic partnership. Both partners:

1. Are eighteen years of age or older,
2. Share a close personal relationship and are responsible for each other's common welfare,
3. Are each other's sole domestic partner,
4. Are not legally married to anyone nor had another domestic partner within the prior six (6) months,
5. Are not related by blood closer than would bar marriage in the State of Oregon,
6. Are jointly financially responsible for basic living expenses defined as the cost of food, shelter, medical expenses, and any other expenses of maintaining a household.

The prior language regarding same gender domestic partners will be nullified if and when the State of Oregon legally recognizes marriages between persons of the same gender performed in this state or any other. Should such a decision or law be repealed during the life of the contract, the prior language will again be active.

Sick leave may be used for routine medical/dental examinations and appointments for preventive care for employees and their dependents when such appointments cannot be conveniently scheduled during non-work hours.

If an employee on sick leave uses all his/her sick leave time, the employee may request to use vacation time, compensatory time, or other paid leave time. Leave without pay may be used if the employee exhausts these options and pursuant to Article 10, Section 1 and/or City administrative regulations.

#### **Section 5. Physician Certification.**

The supervisor may require a doctor's certificate as proof of illness at any time after a prolonged absence. Supervisors may not arbitrarily make the request.

#### **Section 6. Payment Upon Termination or Death.**

Payment for unused sick leave shall be limited to a maximum of four hundred eighty (480) hours, and only upon retirement, disability retirement or payment to the estate of a deceased employee.

#### **Section 7. Transfers.**

When an employee is transferred to or appointed to another department, sick leave accrual shall be accepted by the new Appointing Authority.

**Section 8. Workers' Compensation.**

The City provides workers' compensation benefits in accordance with state law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City of Springfield. Benefits will be administered in accordance with Workers' Compensation Law and Administrative Rules of the Workers' Compensation Department or its successor. Complaints arising under provisions of Workers' Compensation Law or Rule are not grievable but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor.

Employees who sustain an injury or illness compensable by workers' compensation, and who are eligible for workers' compensation temporary disability benefits, will receive wage continuation in lieu of temporary disability benefits, which will ensure the employee's regular base take-home pay, so long as the temporary disability benefits are due on the claim. The wage continuation will be available for a period of three hundred sixty-five (365) calendar days beginning after a three (3) calendar day waiting period from the date the workers' compensation claim becomes disabling, as defined by Workers' Compensation Law. Should the claim be denied, the City may recover the City portion of wage continuation from the employee.

If an employee is off work beyond the three-hundred-sixty-five (365) calendar days from the date the claim is classified as disabling, she or he may use her or his accrued vacation, holiday, compensatory time, and sick leave at her or his discretion in addition to workers' compensation temporary disability benefits, up to the level of her or his normal take-home pay.

**Section 9. Donation of Vacation Leave.**

An employee who exhausts accrued leave and is unable to return to work due to personal health-related problems or the illness of a family member, may request to be placed on leave without pay. The employee may also initiate a request that will allow co-workers to donate vacation, holiday or comp time, which is transferred hour-for-hour as sick leave to the recipient. Donations will be removed from the donator's leave bank and credited to the receiving employee as needed. Donated leave not transferred to the recipient will be returned to the donator. The donated leave is intended to provide a "bridge" until the employee qualifies for long-term disability insurance or until other arrangements can be made for an ill family member. Requests should be sent to Human Resources to ensure personal or confidential information is not shared with coworkers.

**Section 10. Reemployment.**

A laid-off employee reemployed within the period of recall rights shall have unused sick leave accrued during previous employment restored.

**Section 11. Sick Leave Reserve Program.**

Employees of this bargaining unit are eligible to participate in the City's Sick Leave Reserve program as provided by City Policy. The City's Sick Leave Reserve policy

implemented January 1, 2004, insofar as it impacts the terms and conditions of employment for employees covered by this Agreement, shall not be modified unless negotiated with the Union. The City reserves the right to modify the policy as may be necessary for administrative purposes not impacting terms or conditions of employment, or to comply with applicable state or federal law.

## ARTICLE 9 – VACATION

### **Section 1. Eligibility.**

All full-time and part-time non-exempt employees are eligible to receive vacation in accordance with Section 9 of this Article. Vacation leave accrual for non-exempt employees will be prorated based upon the actual number of hours scheduled and in paid status if less than forty (40) hours for forty (40) hour employees and prorated for all employees whose paid hours are below forty (40) hours. The City will look to an employee's scheduled and paid work hours to determine their accrual. Vacation, sick, holiday, and compensatory time within those scheduled hours shall be included in determining the pro-rated accrual of vacation leave per full bi-weekly pay period. Vacation shall not accrue during periods of leave of absence without pay for a leave of eighty (80) hours or more.

Employees begin accruing vacation during their first bi-weekly period of employment, but are not eligible to take accrued vacation until the successful completion of the first six (6) months of employment.

### **Section 2. Maximum Accumulation.**

Maximum accumulation for purposes of payoff upon retirement or termination is eighty (80) hours more than either the amount the employee earns in a year or one-third (1/3) of the total vacation accrual in the last thirty-six (36) calendar months of employment, whichever is greater. For the purposes other than payoff, vacation accrual shall be limited to five hundred (500) hours. To the extent feasible, the City shall notify each employee by September 1 of each year that the employee is responsible for checking his/her vacation accrual balance in regard to the maximum accrual limit. Failure by the City to provide this notification will not be subject to the grievance procedure.

Employees are allowed to exceed the five hundred (500) hour ceiling only during the succeeding calendar year. For example, an employee with a vacation balance of five hundred (500) hours on January 1 may continue to build vacation hours during the calendar year. However, by December 31, she/he will be required to have reduced her/his vacation balance, including the hours accrued during the last complete bi-weekly pay period in December to five hundred (500) hours or less. Any accrued but unused vacation above five hundred (500) hours on January 1<sup>st</sup> will be deducted from the employee's vacation balance.

**Section 3. Maximum Accumulation Procedure.**

Employees who are in jeopardy of losing accrued vacation leave in excess of their ceiling shall request to take vacation during the calendar year by means of a written request to their supervisor. Such requests shall be made at the beginning of the calendar year so that the scheduling of alternative vacation times can be considered, if necessary, due to the operating needs of the department. If a mutually agreeable time cannot be established, employees will be assigned vacation options.

**Section 4. Vacation Cash-out.**

Employees under the following provisions, may cash-out excess accrued vacation time where employees maintain a minimum bank of eighty (80) hours vacation time following cash-out. Minimum bank requirements for part-time employees are prorated based on hours worked.

1. Eligible employees must make cash-out requests in writing describing the reasons for the request and the amount of vacation leave they wish to cash-out.
2. The cashing out of accrued vacation will only be considered in exceptional circumstances.
3. In considering a request to cash-out vacation, Department Directors shall require that the employee take a minimum of two (2) weeks of vacation during that fiscal year. Department Directors can impose a higher ceiling if it appears necessary to address the individual accrual issue. Additionally, justification for cashing out must include the employee's inability to take earned vacation on an annual basis or use vacation prior to termination or retirement. Cashing out will not be considered for employees who, in the Department Director's judgment, could have taken earned vacation but wish to cash it out to avoid losing earned leave due to the accrual ceiling.
4. All requests will be considered and approved or denied by the Department Director once per employee per fiscal year based on the administrative criteria and the availability of funds.
5. Payment shall be based on the employee's wage as of June 1 in the fiscal year in which the request is made.

**Section 5. Scheduling.**

The desires of the employees shall be taken into consideration when the City schedules vacations, subject to departmental or City needs. Employees shall submit vacation requests on the posted department list as early as known.

If vacation scheduling conflicts occur and the matter cannot be resolved by agreement of the parties concerned, the employee with the greatest length of service with the City within the department shall be granted the time, provided however, that the employee shall not be given this length of service consideration more than once in every two (2) years.

Employees must schedule vacation according to their individual departmental policy when such departmental policy requires an eligibility period greater than six (6) months.

**Section 6. Illness During Vacation.**

If during scheduled vacation leave an employee is ill, he/she may take sick leave in lieu of vacation time, upon approval of his/her department. The employee may be required to show proof of illness with a doctor's certificate.

**Section 7. Vacation Pay Upon Termination.**

An employee who leaves City employment during the initial six (6) months of his/her probationary period shall not be entitled to vacation pay. Employees who leave City service after successful completion of their first six (6) months of employment shall be entitled to payment for accrued vacation leave, pursuant to Article 9, Section 2. In case of death, compensation for accrued vacation leave shall be paid to the beneficiary of the employee.

**Section 8. Transfer of Vacation Leave.**

When an employee is transferred or appointed to another department, vacation accrual shall be assumed by the new department.

**Section 9. Accrual Rates FLSA Non-Exempt.**

Bargaining unit employees shall accrue vacation leave according to the following schedule. Years of service for all employees eligible to accrue vacation will begin on the actual date of hire and will be credited based on calendar months of continuous service. Credit for previous City employment will be given only if there is less than thirty (30) days between the termination date and the rehire date.

Years of Service	Maximum Bi-weekly Accrual	Maximum Annual Accrual	Hourly Accrual Rate (Employees scheduled to work less than forty (40) hours)
1-3	3.693 Hours	096.018 Hours	.046154 multiplied by hours worked
4-8	4.308 Hours	112.008 Hours	.053846 multiplied by hours worked
9-13	4.924 Hours	128.024 Hours	.061538 multiplied by hours worked
14-18	5.847 Hours	152.022 Hours	.073077 multiplied by hours worked
19 +	6.154 Hours + .310 hours for each year of service beyond 19 years	160.004 Hours + 8.060 hours of leave for each year of service beyond 19 years	.076923 + .003846 hours of Leave for each year of service beyond 19

**Section 10. Accrual Rates FLSA Exempt.**

Years of Service	Maximum Bi-weekly Accrual	Maximum Annual Accrual	Hourly Accrual Rate (Employees scheduled to work less than forty (40) hours)
1-3	5.234 Hours	136.084 Hours	.0654 multiplied by hours worked
4-8	5.843 Hours	151.918 Hours	.0730 multiplied by hours worked
9-13	6.462 Hours	168.012 Hours	.080 multiplied by hours worked
14-18	7.385 Hours	192.010 Hours	.092 multiplied by hours worked
19 +	7.694 Hours +.310 hours for each year of service beyond 19 years	200.044 Hours + 8.060 hours of leave for each year of service beyond 19 years	.096 + .003 hours of Leave for each year of service beyond 19

**ARTICLE 10 – LEAVES OF ABSENCE**

**Section 1. Leave Without Pay.**

Nothing in this Section shall limit an employees’ rights provided in the Federal Family Medical Leave Act and the Oregon Family Medical Leave Act.

Upon prior approval of the Department Head, leave of absence without pay may be granted, not to exceed ninety (90) calendar days in a calendar year. Leaves of absence without pay in excess of ninety (90) calendar days must be approved by the City Manager. The City Manager may grant any employee a leave of absence without pay for a period not exceeding twelve (12) months, measured from the date leave first began.

Any leave without pay in excess of thirty (30) consecutive days shall result in the seniority date being adjusted for the period of time on leave.

A request for a leave of absence without pay must be in writing. Leaves of absence without pay shall not be granted prior to the employee having exhausted appropriate earned leave, nor shall they be granted for an employee who intends to use the leave to seek other employment.

An employee who fails to return from an unpaid leave of absence for five (5) working days shall be considered to have resigned his/her job. This Section shall not apply to an employee who fails to return to work after an unpaid leave because of circumstances beyond the employee’s control. In such instance, the employee shall be obligated to notify the City of their late return as soon as possible.

Health and/or dental benefits may be maintained during a leave of absence without pay by means of the employee paying the monthly premium amount during the time of approved leave in accordance with provisions of federal COBRA regulations.

**Section 2. Family Medical Leave.**

The City shall comply with applicable federal and state family and medical leave laws.

In the event the employee desires additional leave time, the employee may apply for such time under Section 1 of this Article.

**Section 3. Bereavement Leave.**

In the event of a death in the immediate family (spouse, including domestic partner as defined by Oregon Law, parents, persons acting in loco parentis, siblings, children, stepchildren, parents-in-law and grandparents, and any person residing in the employee's household at time of death), the City shall grant time off with pay for a maximum of five (5) days for bereavement purposes. Such leave shall not be charged against accrued leave. In the event that additional time off is required, accrued sick leave hours may be used with the department director's approval. Non-consecutive bereavement leave must have prior approval from the department director.

In the event of a death of some other person that is significant to the employee, the employee will be granted up to five (5) days off for bereavement purposes and may use vacation, holiday or compensatory time or take leave without pay.

**Section 4. Jury Duty/Witness.**

Employees shall not suffer any time loss for time spent on jury duty or as a subpoenaed witness for a matter related to their City duties. If the employee is released from duty early, they will return to work. All compensation received as a result of such service, during the employee's scheduled workweek, will be transferred to the City.

**Section 5. Crime Victims Leave.**

Crime Victims Leave shall be granted in accordance with State and Federal statutes. Unless stated otherwise, this leave shall be unpaid. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

**Section 6. Domestic Violence Victims Leave.**

Domestic Violence Victims Leave shall be granted in accordance with State and Federal Statutes. Unless stated otherwise, this leave shall be unpaid. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

**Section 7. Military and Peace Corps.**

Granted in conformance with ORS 408.240, .290, and 236.040(2).

### **Section 8. Inclement Weather/Closure.**

If, with supervisory approval, an employee is unable to come to work, arrives late or leaves early due to weather, the employee may use accrued vacation, holiday or compensatory time or leave without pay for such absence. In the event the City declares closure, resulting regular work time missed shall be treated as paid holiday time. When inclement conditions exist and no closure or curtailment occurs, non-exempt employees will be allowed to make up missed time within that workweek with supervisory approval, unless that allowance would result in overtime. In such instance the provisions of Article 5, Hours of Work, Section 3, Alternative Work Schedule, shall apply.

### **Section 9. Union Leave of Absence.**

Official Union delegates shall be granted personal leave, accrued vacation leave, accrued compensatory time, or, if the employee has no accrued leave balances, a leave of absence without pay, to attend the Union's biennial General Council or the Union's annual Stewards Conference. The total leave time that may be used under this provision to attend the Council and Stewards Conference may not exceed one hundred and twenty (120) hours per fiscal year for all attendees combined. This leave will be approved unless it will result in operational hardship for the impacted departments.

The Union shall notify the City of the names of official delegates who shall attend General Council at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide the full thirty (30) days of advance notice, the City may approve the leave request if the City determines that the leave will not negatively affect the operational requirements of the department. The Union shall notify the City of the names of stewards requesting attendance of the Union's annual Steward Conference at least ten (10) work days prior to the conference.

Subject to the operational requirements of the City, employees in the bargaining unit shall be granted a leave of absence without pay of not less than two (2) weeks and no more than one (1) year to work for the Union. Such requests shall be made in accordance with Section 1 of this Article. Duration of the leave, including requests for extension and early return from leave shall be subject to the operational needs of the City and mutual agreement.

Upon return to service, the employee shall be returned to the employee's former position if that position still exists. If the position no longer exists, the employee will be placed into another position, if available, for which the employee is qualified as determined by the City.

## ARTICLE 11 – UNION RIGHTS

### **Section 1. Representatives.**

The Union will notify the City, in writing of the names of its authorized representatives, officers and stewards on or before July 1 of each year, and within thirty (30) days of any changes in those names that occur during the course of the year.

### **Section 2. Access.**

Union representatives (employees of SEIU Local 503, OPEU), upon notification to the Department Head or a designee, may visit with employees so long as such visits do not disrupt the workflow.

### **Section 3. Bulletin Boards.**

Bulletin board space in each department shall be provided the Union for the purpose of communicating with employees covered by this Contract. Posted materials shall not be slanderous or derogatory to the City of Springfield. (Noted that the term “City of Springfield” includes employees and officers of the City.)

### **Section 4. Collective Bargaining.**

Up to five (5) employees (no more than one (1) employee will be allowed to participate from each department with fewer than twenty (20) represented employees) shall not suffer any loss of pay or accrued time off whenever collective bargaining sessions are scheduled during the regular workday.

The Employer and the Union agree to work together to minimize the impact of representation on any single office or department’s operation. The Union shall distribute representatives to as many departments or departmental sub-units as possible.

### **Section 5. Contract Administration.**

With supervisor or designee approval, officers and stewards may visit with employees for purposes of investigation, processing or presentation of grievances so long as such visits do not disrupt the workflow or operation of City business. Notification is required prior to each visit unless the affected supervisor or designee approves a different notification arrangement.

Employees charged with administering the Collective Bargaining Agreement shall not suffer any loss of pay when involved in meetings with the City regarding labor relations matters or when investigating grievances.

### **Section 6. New Employee Orientation.**

The City shall notify the Union within fifteen (15) days from the date of hire of each new bargaining unit employee. Up to one-half (½) hour shall be granted for a representative of the Union to make a presentation at the City benefits orientation for new SEIU 503 employees on behalf of the Union for the purpose of identifying the organization’s

representation status, benefits, facilities, and related information. The Union presentation shall be scheduled after the City's group presentation for benefits.

## **ARTICLE 12 – SENIORITY**

### **Section 1. Seniority.**

Seniority shall be established from the last date of hire in the City and continue to accrue during all paid time in the bargaining unit. Part-time employees shall accrue seniority based on their total hours paid by the City. In the event the City does not have complete records for part-timers, such seniority may be based on estimates.

In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

Seniority shall be terminated if an employee:

- a) resigns;
- b) is discharged;
- c) is laid off and fails to respond to written notice as provided in Article 14-Layoff, Section 3. Notice;
- d) is laid off work for a period of time greater than eighteen (18) months or a period of time equal to the employee's seniority, whichever is shorter; or
- e) retires.

### **Section 2. Promotion.**

If in the City's sole determination the applicant pool is sufficient, the City, in filling vacancies within the bargaining unit, shall give first consideration to applications from qualified bargaining unit employees of the department. If the vacancy is not filled from within the department, applications from bargaining unit employees in other departments shall be considered, providing the employee applying for such job is qualified to perform the duties of the position as set forth in the class specifications. All qualified internal candidates from within the bargaining unit will be given a chance to meet with the hiring supervisor and/or be interviewed.

If a bargaining unit employee is not selected for the promotion he/she will have the opportunity to discuss with the hiring supervisor why he/she was not selected for the position.

When two (2) or more employees are equally qualified, seniority shall be used to break the tie.

The City shall post notice of all job openings both electronically (E-Mail) and in all usual job posting areas. Nothing herein shall require internal and external recruitments separate from one another.

### **Section 3. Filling of Vacancies (Regular Part-Time).**

When a regular part-time position becomes vacant or additional hours become available, the City may offer those hours to current regular part-time employees with the same job title/description who are qualified for the position before posting notice to fill the position or before hiring outside temporary or contracted workers for those hours. The hours would be offered to part-time workers on a seniority basis from the highest to lowest in descending order.

## **ARTICLE 13 – PROBATIONARY PERIOD**

### **Section 1. New Employees.**

Every employee hired into the bargaining unit shall serve a probationary period of one (1) year. Any interruption of service during the probationary period shall not be counted as part of such period.

All probationary employees shall receive a thorough and timely performance evaluation after six (6) months of service and immediately prior to the completion of the probationary period.

The Union recognizes the right of the City to terminate or discipline probationary employees for any reason, with or without cause, and any such action shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

### **Section 2. Promotion/Transfer.**

For the purpose of this Section, promotion is defined as a change to a classification having a higher salary range than the one previously occupied. All other occupational changes within the City shall be considered transfers.

All voluntary transfers and promotional appointments shall be tentative and subject to a trial period of six (6) full calendar months of actual full-time service. During this trial period, in its discretion the City may reclassify, reassign or reallocate the promoted or transferred employee, or return the employee to their previously held position, and such action shall not be subject to the grievance procedure. During the initial six (6) week period following the transfer or promotion, the employee reserves the right to resume his/her previous position provided the position remains authorized by the City. If the position has been filled during the trial period, the provision of Article 12 - Seniority shall apply. Any interruption of service during the trial period shall not be counted as part of such period.

Employees who are reclassified by virtue of an expansion of their job duties will not be required to serve a trial period.

## **ARTICLE 14 – LAYOFF**

### **Section 1. Reduction in Force.**

If the City should reduce its work force, layoffs shall be made within each department by job title within classification based on seniority as defined in Article 12 - Seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees and the Union (the Local President and the Eugene/Springfield Field Office at [moorec@seiu503.org](mailto:moorec@seiu503.org) or 541-342-1055) not less than thirty (30) days prior to any layoff, except in the event of an emergency. If, prior to formal layoff notification as provided above, the City chooses to inform a member of the bargaining unit that he or she may be laid off, the City will also inform the Union of this potential layoff. Failure by the City to provide notice of possible layoffs to affected employees or the Union prior to the obligation for formal notification will not be subject to the grievance procedure.

Employees who are to be laid off may bump down within the same department to a job title within the same classification for which the employee is qualified to perform the required work, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee.

An employee who bumps into a lower job title within classification shall be placed on the salary schedule in the lower job title at the highest rate, which does not exceed the employee's rate in the higher job title.

An employee who wishes to bump down into a lower job title within the classification shall provide written notice no later than five (5) working days from the day of receipt of notification of layoff.

Employees who are to be laid off will be given preferential consideration for vacancies in other departments if the employee possesses the skill, ability and experience required in the vacant position.

In lieu of layoff, an employee may take a voluntary demotion to a lower job title within the department, requiring similar knowledge, skills and abilities. This is contingent on availability of vacant positions, and the employee shall be paid at the wage established for the lower job title. The employee may be placed at any step in the range in accordance with his/her experience, as recommended by the Department Head.

### **Section 2. Recall.**

Employees shall first be recalled from a layoff in inverse order of layoff within department and job title within classification so long as such recall is within eighteen (18) months of their layoff date. In the event the position is not filled with a qualified employee from within the department and job title within classification, other employees on the recall list qualified to perform the duties of the position, as set forth in the class specifications and job addendum, will be considered.

**Section 3. Notice.**

Notice to an employee of recall from layoff status shall be made by certified mail, sent to the last address provided to the City by the employee. The employee shall have fourteen (14) days to return to work from the date of receipt of mail notifying that employee of recall from a layoff status or the employee will forfeit all seniority. Employees on any recall list shall be responsible for notifying the City's Human Resources Department of any change in the employee's address or phone number. Inability by the City to notify the employee of recall due to the employee's failure to notify the Human Resources Department of change in address will likely result in forfeiture of the employee's recall rights.

**Section 4. Reduction from Full-time Status.**

If the City elects to reduce a position from full-time to part-time status, this reduction will be made within each department by job title within classification based on seniority as defined in Article 12 - Seniority, unless the City determines that a bona fide special operational need exists that requires retention of full-time status for a less senior employee. However, if in the sole determination of the City, with ninety (90) days of on-the-job- training, the more senior employee can do the job of the less senior employee, the less senior employee's hours shall be reduced. In lieu of a reduction from full-time to part-time status, an employee may take a voluntary demotion to a lower job title within classification within the department, requiring similar knowledge, skills and abilities. This is contingent on availability of vacant positions, and the employee shall be paid at the wage established for the lower class. The employee may be placed at any step in the range in accordance with his/her experience as recommended by the Department Director. If the hours in the affected position are reinstated, then the employee with the greatest seniority has recall rights to those hours.

If an employee's hours are reduced from full-time to below .8 FTE, the City shall continue full-time health benefits based on full-time work for a period of up to three (3) months as long as the employee is working in this capacity.

An employee reduced from full-time to part-time status shall not have bumping rights. This Section does not apply to job share positions as defined in Article 5 – Hours of Work and Overtime (FLSA Non-Exempt), Section 5. Job Share.

**ARTICLE 15 – FILLING OF VACANCIES**

**Section 1. Definitions.**

- a) Vacancy: An existing or newly-created, funded position that the City intends to fill.
- b) Reassignment: Intradepartmental movement authorized by the Department Director to a different position within the same classification and pay grade for which the employee has the minimum required skills, education, and/or certifications.

- c) Transfer: The movement of an employee to a job in a different department that has a salary differential of less than four percent (4%) at midpoint.

Departments are not required to fill a position with a transfer candidate. Re-assignment and transfer is contingent upon the employee's ability to meet the minimum qualifications of the specific job description.

- d) Promotion: Movement to a position at a higher salary grade level where the difference between the midpoints of the salary grade is typically four percent (4%) or greater.

When an employee is promoted, he/she shall be placed on the new salary grade at the step closest to a five percent (5%) increase, and shall receive at least the first step of the higher salary grade.

Promotions may be the result of a competitive recruitment process or of a reclassification.

## **Section 2. Notice and Posting.**

Notice of all bargaining unit vacancies shall be distributed through employee email notices, City websites, and department communications along with the job description, a minimum of nine (9) calendar days prior to the application deadline, or a period to be comprised of not less than four (4) weekend days and five (5) working days prior to the application deadline.

## **Section 3. Application.**

During the posting period any employee who wishes to apply for a vacant position may submit an application.

## **Section 4. Consideration.**

All Bargaining Unit employees in an applicant pool for a vacant position within the Union (who meet the minimum qualifications) will be included in the next phase of the selection process.

If a Bargaining Unit employee is not selected for the position, he/she will have the opportunity to discuss with the hiring supervisor why he/she was not selected for the position

When two (2) or more employees are equally qualified, seniority shall be used to break the tie.

Nothing herein shall require that internal and external recruitments be separate from one another.

**Section 5. Filling of Vacancies (Regular Part-Time).**

When a regular part-time position becomes vacant or additional hours become available, the City may offer those hours to current regular part-time employees with the same job title/description who are qualified for the position before posting notice to fill the position or before hiring outside temporary or contracted workers for those hours. The hours would be offered to part-time workers on a seniority basis from highest to lowest in descending order.

**ARTICLE 16 – SETTLEMENT OF DISPUTES**

Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms and conditions of this Agreement.

**Section 1. Procedure.**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence.

Step 1. Within thirty (30) calendar days immediately following the date the employee had or by reasonable diligence should have had knowledge of the grievance, whichever is first, the employee and his/her steward shall meet with the immediate supervisor in an attempt to resolve the dispute informally. If in this and in the following steps, the grievance involves more than one supervisor, this meeting shall be held with an employee in the Human Resources Department and those department representatives the City deems appropriate.

Step 2. If the grievance has not been resolved in Step 1, the affected employee(s)/Union shall present the grievance in writing to the employee's supervisor within ten (10) calendar days of the initial meeting in Step 1. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the Section(s) of this Contract alleged to have been violated; and
- (c) the remedy sought.

Step 3. Within fourteen (14) calendar days of receipt of the written grievance, the supervisor will schedule a meeting to give the grievant an opportunity to discuss the dispute. The supervisor shall render a written decision within fourteen (14) calendar days following the herein referenced meeting. (This meeting to discuss the dispute may be attended by any manager the City deems appropriate.)

Step 4. If the grievance is not resolved at Step 3, the Union shall submit the grievance to the City Manager or designee within ten (10) calendar days of receipt of the supervisor's written decision. The City Manager shall meet with the grievant, his/her Union representative and the appropriate managers in an effort to resolve the

dispute. This meeting shall occur within fourteen (14) calendar days of submission to Step 4 and the City Manager shall respond to the grievance within fourteen (14) calendar days of the meeting.

Step 5. If the grievance is not resolved at Step 4 above and if the Union wishes to pursue the grievance further, the Union shall file a notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days following the date the City Manager response is due or received, whichever is earlier.

Unless the parties mutually agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board, which will submit to the parties a list of the names of five (5) Oregon arbitrators from the Oregon Employment Relations Board. Upon receipt of the list, the parties shall alternately strike one (1) name from the list until only one (1) name is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be final and binding on the affected employees, the Union, and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The loser shall pay the arbitrator's fees and expenses and the arbitrator, as part of the award, shall designate the losing party for such purpose. The cost of a court reporter or stenographer, if requested by the arbitrator, and transcript of the hearing furnished to the arbitrator shall be shared equally by the parties.

Any and all time limits specified in this Section may be waived by documented mutual consent of the parties.

## **Section 2. Time Limits.**

The parties to this Agreement shall be bound by the time limits contained in this Article, Section 1, above. If either party fails to comply with or follow the time limits, the following shall result (the grievance will be considered to have been presented or forwarded within the time limits so long as delivery by mail (postmark), fax, email, or in person occurs within the time limits specified):

(a) If the grievant fails to respond within the time limits specified above, the grievance shall be deemed waived.

(b) If the City fails to respond within the time limits specified above, the grievance shall automatically be advanced to the next step.

## **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

### **Section 1. Just Cause.**

No non-probationary regular full or part-time employee may be disciplined or discharged except for just cause.

All other employees serve at the pleasure of the City and may be disciplined or discharged without recourse to the grievance procedure or other appeal processes.

### **Section 2. Just Cause Standard.**

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall be warned of the consequences of his/her conduct, unless the conduct is so serious that the employee is expected to know it will be punishable.
- (b) The City's rule or order must be reasonably related to efficient and safe operations.
- (c) Did the City conduct a reasonable investigation before administering discipline?
- (d) Was the investigation fair and objective?
- (e) Did the investigation produce substantial evidence of guilt?
- (f) Were the rules, orders and penalties applied evenhandedly and without discrimination?
- (g) Was the penalty reasonably related to the seriousness of the offense and the employee's past employment record?

### **Section 3. Representation.**

An employee shall be entitled to Union representation whenever the employee is involved in a disciplinary interview.

### **Section 4. Due Process.**

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- (a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
- (b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- (c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- (d) At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

## **ARTICLE 18 – LABOR/MANAGEMENT COMMITTEE**

### **Section 1. Purpose and Intent.**

The parties agree to establish a joint Labor/Management Committee (LMC) as mutually agreed to consider issues on a topical basis. The intent of the committee shall be to facilitate communication between the parties by providing a forum for discussion of issues not addressed by the contract, such as operational methods and procedures, staff morale, attendance, recruitment, retention, public relations and other policies of the Employer. Suggestions presented shall be discussed and the Employer and Union shall make an effort to implement suggestions that both parties agree have merit and are practical.

Neither party shall use the LMC for the purpose of negotiations unless mutually agreed by the Union and the Employer.

### **Section 2. Meeting Schedule.**

The Labor/Management Committee (LMC) shall meet at the request of either party within three (3) months at a time agreed to by both parties. It shall meet every three (3) months thereafter at the request of either party unless an emergency topic arises which requires immediate review.

### **Section 3. Committee Participation.**

The LMC shall be composed of the Union representative, three (3) bargaining unit members appointed by the Union and up to four (4) Employer representatives. Both parties agree to exchange written agendas a minimum of one (1) week prior to all scheduled meetings. The Union and the Employer agree to alternately take minutes at the meetings of the LMC to record topics discussed. After approval by the LMC the minutes shall be made available upon request, to all employees in the bargaining unit and the Employer.

## **ARTICLE 19 – PERSONNEL FILES, INVESTIGATIONS, AND EVALUATIONS**

### **Section 1. Location and Employee Rights.**

The City shall maintain personnel records in the Human Resources Department. Upon request, each employee or his/her Union representative as authorized by the employee, shall have the right, with reasonable notice to the City, to review his/her personnel file during normal working hours. The employee may have a copy of any information in the personnel file. Employees shall not be charged for their first request for copies of material from the personnel file. Thereafter, the City may charge a reasonable fee for duplication.

### **Section 2. Signing.**

Each employee shall read and sign any derogatory or critical material that is placed in his/her personnel file. Signing does not necessarily indicate agreement. Material of a

derogatory or critical nature signed by the employee shall bear the following statement next to the signature line:

“Signing Does Not Necessarily Indicate Agreement.”

**Section 3. Removal and Rebuttal.**

Upon written request of the employee, written reprimands/warnings will be removed from the employee’s personnel file after two (2) years, so long as no other similar disciplinary actions occur within that time period. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

**Section 4. Customer Complaint Investigations.**

When the City receives a complaint of a non-criminal nature against an employee, the employee will be notified of the complaint within one (1) week of receipt by the Department if an investigation will be made or if the employee’s evaluation will be affected. Such notice to the employee may be delayed up to thirty (30) days past the receipt of the complaint in situations where the investigation would be unduly jeopardized by such notice.

If the employee faces discipline following an investigation, and if a written investigation report is available, the City shall give the involved employee(s) a written summary report of the result of the City’s investigation of non-criminal complaints, including a copy of the relevant complaint (redacted of complainant’s personal information, if necessary). The employee will be given the opportunity to respond in writing to the complaint. The employee’s written response will be permanently attached to the complaint and any copies thereof. If disciplinary action is taken, the City will comply with Article 17 - Discipline and Discharge.

**Section 5. Suspension with Pay pending an Investigation.**

Suspension with pay will not be recorded in employee personnel files or used in any manner against an employee if no disciplinary action is subsequently taken.

**Section 6. Step Increases.**

If a Bargaining Unit employee is eligible for a step increase and the employee’s annual performance evaluation has not been conducted within thirty (30) calendar days of the due date, the employee’s step increase will be granted. This step increase will be retroactive to the due date and will be received by the employee as soon as practicable on a subsequent pay day.

**Section 7. Performance Evaluations.**

It shall be the intent of the Employer to provide annual performance evaluations to all non-probationary Bargaining Unit employees in a timely manner. Supervisors shall conduct the employee’s annual performance evaluation within thirty (30) calendar days of the due date (unless there are extenuating circumstances that require additional time, such as legal review).

If the supervisor fails to file an annual performance evaluation within thirty (30) days they may submit the annual performance evaluation up to ninety (90) days past the annual review date. However, said review will not affect the previously granted step increase. If, after ninety (90) days, an evaluation is not filed, the employee's performance for the previous work year shall be deemed as satisfactory.

If a disciplinary issue arises, the City and Union will stipulate in writing that for all periods of missing performance evaluations the employee is deemed satisfactory pursuant to the contract.

## **ARTICLE 20 – CLASSIFICATION/JOB TITLE**

### **Section 1. New Classifications/Job Titles.**

In the event a new classification/job title is added to the Bargaining Unit, the Union will be notified in writing within three (3) working days from the time that the classification/job title is approved by the City Manager or his/her designee. The Union will be provided with a copy of the new classification/job title specifications within thirty (30) days of the date that the classification/job title is approved.

The City will assign a wage scale to the position and so inform the Union. In the event the Union does not agree with the assigned wage scale and makes a demand to bargain within thirty (30) calendar days of notification, the City will be obliged to bargain over the wage for the position.

Regardless of whether or not the Union makes a demand to bargain, the City may implement the position and the assigned wage scale until negotiations are completed.

### **Section 2. Classification Specifications.**

The City will maintain written classification/job title specifications. These classification/job title specifications shall refer to a specific classification/job title, not to individual positions. The written document will contain a title, duties and responsibilities, and minimum qualification requirements, to include knowledge, skills, abilities, training, experience, and licensing/certification.

### **Section 3. Acting-in-Capacity.**

When an employee is assigned to work in a higher classification and performs substantially all the duties the absent employee would have been called upon to perform for five (5) or more consecutive workdays, the employee shall be compensated at a rate five percent (5%) above their current salary. Acting-in-Capacity (AIC) pay will be applied retroactively to the beginning of the assignment.

### **Section 4. Temporary Assignment.**

Once an employee has been in AIC status for sixty (60) or more consecutive calendar days, they will be considered to have a temporary assignment (TA). An employee in a

TA must be qualified to and perform all or nearly all duties of the absent employee. On the first new pay period following this sixty (60) day period, an employee with a TA shall be compensated at the first step of the pay grade of the higher classification that is at least five percent (5%) above their original salary. If no such step exists, the employee shall be compensated at five percent (5%) above their current salary.

If the TA employee is non-exempt and the higher classification/job title is an exempt position, the TA employee will likewise switch to exempt status and, among other things, will be ineligible for non-exempt overtime pay for the duration of the assignment. Employees with a TA will accrue vacation at the appropriate exempt employee level for the duration of the temporary assignment.

If an employee reaches their anniversary date during their assignment and are eligible to advance a step, they will advance a step on their normal pay grade and their TA step will be recalculated, if necessary.

Temporary assignments should be reviewed by management and/or Human Resources every six (6) months to determine if the assignment is still appropriate.

#### **Section 5. Reclassification Requests.**

An employee may make a reclassification request whenever the ongoing duties of their position change so substantially that a reclassification is believed to be warranted. Whenever the preceding circumstances exist and the employee wishes to pursue a reclassification, the employee will be required to submit a Position Description Questionnaire (PDQ) to his/her immediate supervisor(s) and to the Human Resources Department.

The Human Resources Department will be responsible for evaluating the reclassification request and interviewing the employee and will be required to provide the Department Head with a written response to the request within fifty (50) calendar days of its receipt by the Human Resources Department.

When a determination has been made that the duty changes are of such a significant nature as to warrant reclassification, the City shall reclassify the employee effective the date the employee submitted the Position Description Questionnaire (PDQ) to the Human Resources Department, unless the employee's duties are altered so that their current classification will remain effective.

In the event the reclassification is denied or the employee is dissatisfied with the job title assignment made, and the employee wishes to pursue the matter further, the employee may take the issue up within the grievance procedure at the City Manager's step.

If a new job title is created or the pay grade assignment for an existing job title is changed, Section 1 of this Article will apply.

## **Section 6. Job Descriptions.**

The City will keep on file a job description prepared by the employee working in that job position after it has been reviewed and approved by the employee's supervisor at their scheduled job performance evaluation. Filing a job description shall in no way limit the City's authority to assign work or duties.

## **ARTICLE 21 – COMPENSATION**

### **Section 1. Salary Schedule.**

- a) Effective July 1, 2013 and continuing thereafter unless specifically modified by mutual agreement of the City and the Union, the City shall continue with a fifty percent (50%) range, eleven (11) step, equal-dollars-between-steps compensation plan for all SEIU represented employees. Within the 11-step pay plan, Step 1 is reserved for "underfilling" a position; Steps 2 through 9 are merit steps; and Steps 10 and 11 are reserved for market adjustments or other special conditions. For the period of July 1, 2013 to June 30, 2014, the hourly and annual salary amounts shown on the 11-step salary schedule shall be consistent with those in effect as of June 30, 2013.
- b) Effective on or before the July 18, 2014 payroll all bargaining unit members will receive a one-time payment of \$1,500.00 (one thousand five-hundred dollars).
- c) During the fiscal year beginning on July 1, 2014 and ending on June 30, 2015, the City will conduct a comprehensive market survey for all positions within SEIU. The City and Union will jointly review and approve benchmark position descriptions and the market survey instrument for use in the market survey. The list of comparable agencies and organizations will be substantially the same as the list used in the initial class and compensation study conducted in 2010.
- d) Effective October 1, 2015, the City will implement the results of the market survey as follows:
  - i. If market analysis indicates that the majority of the job titles within a pay grade are more than 1.5% (one and one-half percent) below market, the City agrees to adjust the pay grade, comparing grades at market midpoint. Employees will remain at their current step within the pay plan and any adjustment to the pay band will be automatically reflected in their current step. If a job title is eight percent (8%) or more above market, the City may consider red-lining positions in that job title and/or changing the pay grade for that job. Employees who have additional merit steps available to them will continue to advance on their annual merit date.

- ii. If, after the City adjusts a pay grade, a job title within that pay grade:
  - a. Is still 5% or more below market; and
  - b. Opening up Steps 10 and/or 11 would allow realignment of the pay grade midpoint;
  - c. The City will realign that job title by shifting up the market midpoint and opening up Steps 10 and/or 11 for that job title only.
  - d. Employees in the affected job title/pay grade would step onto their next step on their annual merit date.
- iii. If opening up Steps 10 and/or 11 for an under-market job (as described above) would not allow sufficient realignment for a job title, the City will create a new pay grade for that job title only (e.g., B24h for Housing Program Assistant) that allows for realignment to market.

e) In the event the comprehensive market survey is not completed and implemented by October 1, 2015, all wage rates in the Bargaining Unit will be increased by five percent (5%) unless a bona fide emergency outside the City's control prevents or delays implementation.

**Section 2. Schedule Movement.**

Merit step increases shall depend upon one (1) year of service and a satisfactory rating for all steps.

Employees shall be eligible for step increases on the anniversary of their last date of hire, last reclassification date when such reclassification results in a higher salary, or last promotion date, whichever is most recent.

Part-time employees shall be evaluated at time periods equivalent to those worked by full-time employees.

**Section 3. Deferred Compensation.**

The City will continue to provide a deferred compensation program for its employees.

**Section 4. Pay Period.**

Employees shall be paid on a monthly or bi-weekly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or holiday, the last preceding work day shall be the regular pay date in lieu thereof. The Union shall be provided at least (60) days notice of a change of paydays from monthly to bi-weekly or vice versa.

## **Section 5. Pay-for-Performance.**

The City may reward Bargaining Unit employees for exceptional performance through a Pay-for-Performance program. The Pay-for-Performance program shall be administered by the City's Human Resources Department subject to funding availability, a competitive selection process for nominees, and other considerations. Employees can nominate themselves or co-workers for a Pay-for-Performance award. All employees nominated for Pay-for-Performance awards shall be eligible for cash awards up to the full value of a salary step level for the employee. Multiple awards can be earned in a single fiscal year, but the aggregate value of all such awards shall not exceed the total value of a step increase for the employee. The performance recognized will have generally occurred or concluded within the past twelve (12) months. A selection panel shall meet periodically to review Pay-for-Performance nominations and make recommendations for awards. The awards shall be granted only by the City Manager based on an employee demonstrating and outstanding level of performance based on one or more of the following:

- a. Extra effort: volume or intensification of work, additional scope of work, projects or tasks generally outside normal functions.
- b. Financial: employee's efforts or ideas saved the City significant money, generated revenue, or pioneered more efficient operation.
- c. Special assignments not otherwise recompensed by AIC pay.
- d. Special effort that enhanced the City's reputation.
- e. Other considerations that demonstrate outstanding performance.

## **ARTICLE 22 – INSURANCE**

### **Section 1. Medical and Dental.**

The City shall continue current medical, vision and dental insurance through the term of this Agreement. The comprehensive dental insurance plan will conform to the current insuring agreement in effect between the City and ODS Dental Plan. All employees within the Bargaining Unit shall only be eligible for the standard insurance plans adopted for this employee group. The coverage begins the first of the month following the first thirty (30) days of employment. As the City cannot guarantee that the insurance carriers, providers or associations through which the City contracts its insurance plans shall not make changes in the plans, the City retains the right to change carriers, contracts, and provider panels in an effort to maintain overall benefit comparability and cost efficiency.

As of January 1, 2013, the City's obligation for the selected medical plan and dental plan will be:

1. Ninety per cent (90%) of the premium of the plan with the lowest cost full family premium plus ninety percent (90%) of the dental premium, or
2. Ninety percent (90%) of the premiums of the plan with the lowest cost full family premium plus ninety percent (90%) of the dental premium less \$40, whichever is less.

Each month an employee is enrolled in the Health Incentive Plan (HIP) during the term of this Agreement, the City will contribute one hundred dollars (\$100) for single coverage or two hundred dollars (\$200) for an employee with eligible dependents to a Health Reimbursement Account (HRA).

Employees enrolled in the HIP Plan with an enrolled same-gender domestic partner will receive two hundred dollars (\$200) per month HRA contribution or may elect a one hundred dollars (\$100) per month HRA contribution and one hundred dollars (\$100) per month supplemental pay in lieu of a two hundred dollar (\$200) HRA contribution, until such time as the use of HRA funds is permitted for same-gender partners under IRS regulations, at which time this "as pay" option will be discontinued and the full contribution will be made to the HRA.

Each month an employee is enrolled in Pacific Source's PPO health plan during the term of this Agreement, the City will pay an additional fifty dollars (\$50) of the premium cost normally paid by the employee for single coverage or one hundred dollars (\$100) for an employee with eligible dependents.

Employees shall pay a minimum of forty dollars (\$40) toward the monthly health insurance premium for whichever plan they select. Employees shall pay any portion of the premiums for the selected medical plan or dental plan for which the City is not obligated as set forth in this Section.

Part-time employees regularly scheduled to work twenty (20) or more hours per week and less than thirty-two (32) hours per week will be entitled to medical insurance and dental insurance benefits paid by the City as per the first paragraph of this Section prorated on the ratio of hours worked to full-time hours on the following schedule:

.50 to .64 FTE employee contribution: the employee will pay at the rate of a full-time employee's contribution for medical/dental insurance, plus an additional fifty percent (50%) of the full-time contribution. This represents the maximum out-of-pocket contribution by the employee.

.65 to .79 FTE employee contribution: the employee will pay at the rate of a full-time employee's contribution for medical/dental insurance, plus an additional thirty-five percent (35%) of the full-time contribution. This represents the maximum out-of-pocket contribution by the employee.

Beginning January 1, 2013, the City is self-funded for health insurance. The City will calculate and provide the health insurance premiums to employees prior to each enrollment period.

## **Section 2. Flexible Spending Account.**

The City will maintain the flexible spending account so long as the law allows and such represents a tax saving.

### **Section 3. Employee Assistance Program.**

The City shall continue to provide an employee assistance program to Bargaining Unit employees and maintain benefits at their current level.

### **Section 4. Insurance Committee.**

The parties agree to participate in a Joint Benefits Advisory Committee with other employee groups. The functions of such a committee may include but are not limited to reviewing of components of the employee benefit package (health, vision, dental, and any other voluntary products such as supplemental life and wellness programs), evaluating possible plan modifications, monitoring insurance plan costs and utilization, educating employees about the benefit programs, reviewing alternative carriers, and making recommendations for plan modifications. The Union will consider modifications to the insurance plans recommended by the Committee during the term of this agreement; however, the parties agree that any such changes which would result in substantive changes in current benefits shall be subject to mutual agreement by the parties except as otherwise provided herein.

### **Section 5. Life Insurance.**

The City will provide, at no cost to the employee, life and Accidental Death and Dismemberment insurance equal to the employee's annual salary. For part-time employees, the benefit will be prorated based upon scheduled FTE.

### **Section 6. Long Term Disability.**

Primary Long Term Disability (LTD) insurance coverage will be provided by PERS. The City shall continue a supplemental LTD plan with the same waiting period as PERS, a benefit of up to sixty percent (60%) of base salary and offset by benefits from sick leave, Social Security, Worker's Compensation, PERS and unemployment insurance for all full-time employees and employees regularly scheduled to work thirty-two (32) or more hours per week.

### **Section 7. Carrier/Coverage.**

If the medical and/or dental carrier(s) informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial change in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Union in writing. If the Union demands to bargain in writing within thirty (30) calendar days after receiving notice from the City, the parties shall negotiate over the impact of the plan termination or modification by the carrier(s), or the addition of plan(s) by the City. If such bargaining demand is not provided by the Union, the Union waives its right to bargain over the change or the impact of the change identified in the notice.

The parties mutually agree to use the expedited bargaining procedure as set forth in ORS Chapter 243 to resolve any issues concerning health insurance plan changes that meet aforementioned criteria for mid-term bargaining, except that the notice and demand to bargain provisions shall apply as set forth above in this section. However, if

the medical and/or dental carrier has not provided the requisite notice for the parties to comply with statute before plan termination, the City shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

The City may, at their sole discretion, offer wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan(s). Wellness programs will not reduce benefits, but would be a voluntary addition or alternative to existing health insurance coverage. The scope of such wellness programs will also be determined at the sole discretion of the City. Wellness programs may be made available to all employees and dependents or a definable group in a specific situation, such as individuals with a specific diagnosis. Participation in wellness programs will be anonymous unless the program requires enrollment through the City. Participants will always be notified in advance when anonymity can not be maintained. Initiation or continuation of any wellness program will be at the sole discretion of the City, and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

**Section 8. Fire-Med.**

As part of its benefit package, the City will provide basic Fire-Med membership to all bargaining unit employees.

**ARTICLE 23 – RETIREMENT**

**Section 1. Retirement Plan.**

Retirement will be provided under Public Employees Retirement System (PERS). Changes in the administration of PERS occurring during the term of this Agreement due to changes in Oregon law, which alter the terms or availability of PERS, will result in a re-opener of this Article at the request of either party to this Agreement.

**Section 2. Retirement Plan (Regular Part-Time).**

The City shall include regular part-time employees working twenty (20) hours or more per week in the retirement plan, provided by the City, whether PERS or a successor plan, or as otherwise provided by PERS.

**Section 3. Contributions.**

The City shall contribute both the six percent (6%) employee contribution and the employer portion to the retirement plan.

**ARTICLE 24 – TRAVEL, MEETING EXPENSES AND UNIFORM EXPENSES**

**Section 1. Travel.**

Employees are encouraged to use public transportation or a City vehicle when traveling on City business. When an employee is required to use his/her personal vehicle for City business, he/she shall be reimbursed for mileage at one hundred percent (100%) of the

Internal Revenue Service mileage allowance figure for miles traveled in association with that business. When an employee elects to use his/her personal vehicle for City business in lieu of using a City vehicle or other offered transportation options, and that election is approved by the Department Director, the employee will be reimbursed at sixty seven percent (67%) of the Internal Revenue Service allowance figure and only for the miles traveled in association with official City business. When mileage reimbursement is requested, documentation shall be provided by the employee in accordance with city policy.

Authorized travel time spent by an employee during the employee's normal working hours on regular working days and during the corresponding hours on non-working days is considered time worked. As a driver, travel time outside of the Springfield/Eugene community and outside of regular work hours is considered work time. As a passenger in a vehicle, travel time outside of regular work hours is not considered work time.

The employee will be reimbursed for reasonable lodging expenses when required in association with City business in accordance with City Policy. Accommodations are subject to Director approval. In those cases where a room is shared with a person who is not on official City business and the rate for double occupancy is higher than single occupancy, only the single rate will be reimbursed.

The employee may be reimbursed for other reasonable expenses relating to the conference or meeting if authorized by the Director, upon submission of receipts. However, employees will not be reimbursed for personal expenses such as personal telephone charges, in-room movies, alcohol, or health club costs.

Receipts for lodging, registration, and transportation are required, and must be submitted using the City's travel request and expense report.

## **Section 2. Meeting and Travel Meal Reimbursement.**

When an employee is required by the City to travel outside the greater Springfield-Eugene area for job related conferences, City business, or required training, and an overnight stay is required, the employee will receive a per diem payment at the applicable Federal rate for the destination city. This daily per diem will be provided to cover the cost of meals and tips, as well as other miscellaneous incidental expenses for which receipts are not submitted. Allowable incidental expenses, authorized by the Director, will be reimbursed if receipts are presented according to policy.

When a meal is provided in conjunction with a conference or meeting, the corresponding daily per-diem will be reduced 20% for a breakfast, 30% for a lunch and 50% for a dinner. For partial travel days, such as for departure and arrival days, the corresponding daily per-diem will be adjusted based upon the time away from the greater Springfield/Eugene area as follows:

<u>Meal % Per diem</u>	<u>Must be away during the hours of:</u>
Breakfast 20%	6:00 am – 10:00 am
Lunch 30%	11:00 am – 2:00 pm
Dinner 50%	5:00 pm – 8:00 pm

When an employee is required by the City to travel outside the greater Springfield-Eugene area for job related conferences, City business, or required training, for same-day travel with no overnight stay, the cost of meals will be reimbursed with receipts, not to exceed the maximum allowance per meal. The maximum allowances per meal are based on the applicable Federal rate for the destination city. These are separate meal allowances; daily per diem does not apply to same day travel. For example, an employee may not skip breakfast in order to have a more expensive lunch. Reasonable tips of fifteen percent (15%) or less are reimbursable.

**Section 3. Uniform Expenses.**

If an employee is required by the City or by OR-OSHA to wear a uniform or personal protective equipment, such uniform or personal protective equipment shall be furnished or paid for by the City. Uniforms and equipment furnished by the City will be repaired or replaced by the City when damaged by ordinary wear and tear.

For purposes of this Article, a uniform constitutes attire which designates a person as a City employee. Uniforms and personal protective equipment are for work purposes only and should not be worn off the job.

**ARTICLE 25 – SAFETY**

**Section 1. Obligation.**

The City acknowledges an obligation to provide a safe work place for its employees in accordance with State statute. This Section shall not be subject to arbitration under the grievance procedure.

**Section 2. Committee Participation.**

The Union shall be allowed to select at least one (1) member for each of the City’s four (4) Safety Committees. Employees participating on a Safety Committee shall do so without loss of pay.

**ARTICLE 26 – DRUG AND ALCOHOL FREE WORKPLACE**

Employees of this bargaining unit are subject to the provisions of the City Drug and Alcohol Free Workplace Policy. Where provisions of this contract do not conform with specific provisions of the City policy, the provisions of this contract shall supersede those provisions of the policy. The City’s Drug and Alcohol Free Workplace Policy, insofar as it impacts the terms and conditions of employment for employees covered by

this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to modify the policy as may be necessary to comply with applicable federal or state statutes and administrative regulations, and/or to conform with current standards for drug and alcohol testing. The City shall inform the Union of any modifications made to the policy. The Union has the right to grieve discipline resulting from this policy under the grievance procedure, as provided in Article 15 – Settlement of Disputes. Employees may also grieve a requirement to submit to testing believed to be malicious, vexatious or made in bad faith.

## **ARTICLE 27 – OUTSIDE EMPLOYMENT**

The City is the primary employer for its employees. Whenever an employee obtains outside employment while an employee of the City, the employee shall notify their Department Head prior to beginning the outside employment.

In order to continue the outside employment, the job must be compatible with the employee's City work schedule, in no way detract from the efficiency of the employee's City work, and in no way conflict with the interests of the City or be a discredit to the City.

## **ARTICLE 28 – CAREER DEVELOPMENT/TRAINING**

### **Section 1. Tuition Reimbursement.**

The City shall reimburse bargaining unit employees for one-half (1/2) the amount of tuition for approved courses which are deemed job-related by the Department Head, and approved by the Human Resources Director, subject to available and budgeted funds. The reimbursement will be for one-half(1/2) the amount of tuition for approved courses conducted outside the employee's regular working hours, provided the employee has made application for approval to his/her Department Head at least ten (10) days prior to the registration for such course, the department and Human Resources Director have approved such application, the employee submits evidence showing satisfactory completion of the course (a "C" grade or better), and the employee is not receiving tuition reimbursement from any other source or program. The City will not reimburse for costs for books, lab fees, or other costs associated with the course.

### **Section 2. Training.**

Notice of Citywide training opportunities will be posted to the extent possible.

### **Section 3. Career Consultation.**

Any employee may go to the Human Resources Department to discuss his or her career goals and how to meet them. Human Resources may coordinate or help arrange shadowing or mentoring in an effort to help any employee meet his or her career goals.

## **ARTICLE 29 – SAVINGS CLAUSE**

Should any portion of this Contract be held contrary to law or declared invalid by a court of competent jurisdiction, or declared invalid by final order of the Employment Relations Board, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

## **ARTICLE 30 – CONTRACTING OUT**

### **Section 1. Notice and Submission.**

The Union recognizes that the Employer has the management right, during the term of this Agreement, to contract out work performed by employees represented by the bargaining unit. In the event such contracting out of bargaining unit work would result in the layoff or demotion of employees represented by the bargaining unit, the City shall provide the Union with no less than fifteen (15) days written notice in advance of the posting of the request for proposal (RFP) for such contracting out of unit work. Upon this notification to the Union the City will provide the feasibility study including the projected financial impact, anticipated cost savings, and all other information contributing to the decision to contract out bargaining unit work.

During the forty-five (45) days following this notification to the Union, the Union shall have the opportunity to submit an alternate proposal to the City, and the City shall not award any contracts for the bargaining unit work pending the timely receipt of the Union's proposal. The City shall give full consideration to all timely Union proposals before a decision is finalized. If the Union's proposal would result in providing quality, savings and timeliness equal to or greater than that identified in the selected contractor's proposal, the City will agree in writing to implement the Union's proposal.

### **Section 2. Impact Bargaining.**

If any employees represented by the bargaining unit are laid off or displaced from their assigned classification as a result of contracting out of bargaining unit work, the City will meet with the Union to negotiate regarding the impact of the decision. Should such layoff of City employees occur, the City will encourage the contractor to hire the displaced employees. If the decision to contract out bargaining unit work results in the transfer of employees represented by the bargaining unit to another public employer, such transfer shall be governed by ORS 236-610.

### **Section 3. Insurance Extension.**

Provided the employee enrolls in COBRA health insurance upon layoff, the City will continue to pay the City portion of health/dental premiums for eligible employees as specified in Article 21, Insurance, for up to three (3) months following the date of layoff

as the result of the contracting out or until the laid off employee has obtained alternative health insurance coverage, whichever is earlier.

**Section 4. Retention of Layoff Rights.**

Any employee laid off due to contracting out retains all rights under Article 14, Layoff, of this Agreement.

**Section 5. Retention of Management Rights.**

Nothing in this Article shall limit the City's rights as set forth in Article 4. Management Rights, nor shall it prevent the City from periodically analyzing its operation for the purpose of identifying cost-saving opportunities.

**ARTICLE 31 – STRIKES**

**Section 1. Prohibition.**

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other interruption of work, at any location during the term of this Contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

**Section 2. Union Obligation.**

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or any other interruption either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly cessation of the offending conduct.

**Section 3. No Lockout.**

There shall be no lockout of employees instituted by the City during the term of this Agreement.

**ARTICLE 32 – EXISTING CONDITIONS**

**Section 1. Complete Agreement.**

This Contract incorporates the sole and complete Agreement between the City and the Union resulting from these negotiations.

**Section 2. Amendments.**

This Agreement may be amended at any time by mutual agreement of the Union and the City. Such amendments shall be in writing and signed by both parties.

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining which was not discussed in the negotiations that created the current Agreement, the City shall be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request. For the purpose of this Section, the Union will have thirty (30) days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.650-243.776. If the Union does not demand to bargain, the City may implement or change the condition it has proposed. The Union waives any right to bargain matters raised during negotiations but which were not embodied in the Agreement.

**ARTICLE 33 – TERM OF AGREEMENT**

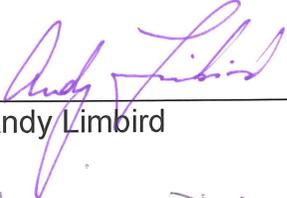
This Agreement shall be effective as of the date of its signing by both parties, unless otherwise specified herein and shall continue in effect through June 30, 2016. The Agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor Agreement by December 15 of the year prior to the expiring year of the Agreement.

# # #

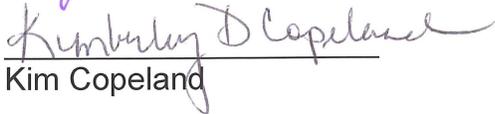
**SEIU LOCAL 503, OPEU**



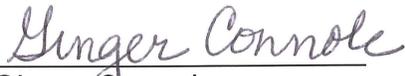
Heather Conroy, Exec Director



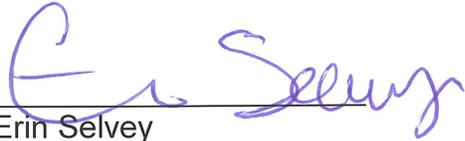
Andy Limbird



Kim Copeland



Ginger Connole



Erin Selvey



Denny Wright

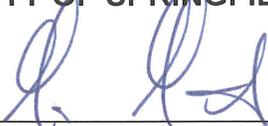


Denise Garrett, Organizer

4-21-14

Date

**CITY OF SPRINGFIELD**



Gino Grimaldi, City Manager



Peter Fehrs, Human Resource Analyst  
Chief Spokesperson

4/1/14

Date

**MEMORANDUM OF UNDERSTANDING – HRA VEBA**

Effective upon the signing of this Agreement, the City and the Union agree that the Union has the right to participate in the City's Health Reimbursement Account Voluntary Employees' Beneficiary Association (HRA VEBA) program at a future date, if the membership elects to do so.

**###**

## APPENDIX A - SEIU Classifications/Job Titles with Pay Grades

CLASSIFICATION TITLE	JOB TITLE	JOB CODE	PAY GRADE
Administrative Assistant	Administrative Assistant	110020	A12
Administrative Specialist	Administrative Specialist	120010	B21
		120020	B22
		120030	B23
	Court Clerk	120060	B22
	Engineering Assistant	120110	B22
	Housing Program Assistant	120120	B23
	Program Specialist	120160	B21
	Senior Court Clerk	120070	B23
Code Enforcement Specialist	Building Inspector	310030	B24
	Code Enforce Officer	310050	B24
	Plans Examiner	310090	B24
Maintenance Assistant	Custodian	210040	A12
Management Analyst	Accountant	810050	C42
	Assistant Project Coordinator	810090	C43
	Housing Program Analyst	810100	C43
	Librarian	810140	C41
		810150	C42
	Management Analyst	810020	C42
		810030	C43
	Planner	810170	C41
	Senior Planner	810190	C43
	Public Info & Education Analyst	810200	C42
Management Support Specialist	Admin Specialist – Annexation	720050	B23
	Engineering Support Specialist	720130	B23
	Program Support Specialist	720110	B23
	Property Management Specialist	720120	B24
Management Support Technician	Accounting Technician	710040	B22
	EMS Accounting Technician	710060	B22
	Library Technician	710070	B21
Supervisor/Associate Manager	Building Official	910190	C45
	Principal Engineer	910130	C45
	Principal Planner	910150	C45
	Civil Engineer	620020	C43
		620030	C44
	Code Enforcement Analyst	620220	C44
	Database Administrator	620050	C44
	Design & Construction Coord	620040	C44
	GIS Analyst	620060	C43
	GIS Database Administrator	620050	C44
	Network Analyst	620080	C42
			C43
		620090	C43
	Program Coordinator	620170	C42
	Programmer Analyst	620100	C43
	System Administrator	620120	C44
Technical Specialist	Construction Inspector	310070	B23
	Engineering Technician	610020	B23
		610030	B24
	Environmental Services Tech	610040	B22
		610050	B23
	Library Tech Specialist	610190	B24
	Survey Party Chief	610100	B24
	Surveyor	610110	B24
	Traffic Engineering Technician	610140	B24

## APPENDIX B - SEIU Pay Scale

As of 7/1/2012

* Step 1 – Underfill step only	* Market tied to Step 6 (midpoint)	* Steps 10 & 11 used when market conditions apply
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DBM/ Grade	1*	2	3	4	5	6*	7	8	9	10*	11*
A11	\$9.60 \$19,968	\$10.07 \$20,946	\$10.56 \$21,965	\$11.04 \$22,963	\$11.51 \$23,941	\$12.00 \$24,960	\$12.48 \$25,958	\$12.96 \$26,957	\$13.44 \$27,955	\$13.92 \$28,954	\$14.40 \$29,952
A12	\$11.67 \$24,278	\$12.26 \$25,492	\$12.84 \$26,706	\$13.43 \$27,934	\$14.00 \$29,120	\$14.59 \$30,347	\$15.18 \$31,574	\$15.75 \$32,760	\$16.34 \$33,989	\$16.93 \$35,214	\$17.51 \$36,417
A13	\$13.75 \$28,600	\$14.44 \$30,035	\$15.13 \$31,470	\$15.81 \$32,876	\$16.49 \$34,305	\$17.18 \$35,734	\$17.87 \$37,164	\$18.56 \$38,605	\$19.24 \$40,023	\$19.93 \$41,452	\$20.62 \$42,881
B21	\$15.83 \$32,931	\$16.62 \$34,577	\$17.41 \$36,213	\$18.20 \$37,856	\$19.00 \$39,517	\$19.79 \$41,163	\$20.58 \$42,810	\$21.37 \$44,456	\$22.16 \$46,103	\$22.96 \$47,749	\$23.75 \$49,396
B22	\$17.90 \$37,240	\$18.80 \$39,102	\$19.70 \$40,976	\$20.59 \$42,826	\$21.49 \$44,699	\$22.38 \$46,550	\$23.28 \$48,412	\$24.17 \$50,274	\$25.07 \$52,136	\$25.96 \$53,998	\$26.86 \$55,860
B23	\$19.98 \$41,567	\$20.99 \$43,659	\$21.99 \$45,739	\$22.99 \$47,819	\$23.99 \$49,899	\$24.98 \$51,958	\$25.98 \$54,037	\$26.98 \$56,115	\$27.98 \$58,193	\$28.98 \$60,272	\$29.99 \$62,379
B24	\$22.07 \$45,910	\$23.17 \$48,194	\$24.27 \$50,482	\$25.39 \$52,811	\$26.49 \$55,099	\$27.59 \$57,387	\$28.69 \$59,683	\$29.79 \$61,963	\$30.90 \$64,274	\$32.00 \$66,569	\$33.10 \$68,848
B25	\$24.14 \$50,220	\$25.35 \$52,730	\$26.56 \$55,241	\$27.76 \$57,741	\$28.98 \$60,278	\$30.18 \$62,774	\$31.38 \$65,270	\$32.60 \$67,808	\$33.80 \$70,307	\$35.01 \$72,818	\$36.22 \$75,329
B31	\$22.07 \$45,910	\$23.17 \$48,194	\$24.27 \$50,482	\$25.39 \$52,811	\$26.49 \$55,092	\$27.59 \$57,387	\$28.69 \$59,683	\$29.79 \$61,963	\$30.90 \$64,274	\$32.00 \$66,569	\$33.10 \$68,848
B32	\$24.14 \$50,220	\$25.35 \$52,730	\$26.56 \$55,241	\$27.76 \$57,741	\$28.98 \$60,278	\$30.18 \$62,774	\$31.38 \$65,270	\$32.60 \$67,808	\$33.80 \$70,307	\$35.01 \$72,818	\$36.22 \$75,329
C41	\$21.63 \$44,990	\$22.71 \$47,227	\$23.79 \$49,476	\$24.87 \$51,725	\$25.95 \$53,974	\$27.03 \$56,222	\$28.11 \$58,471	\$29.19 \$60,720	\$30.27 \$62,969	\$31.35 \$65,218	\$32.43 \$67,454
C42	\$23.31 \$48,485	\$24.47 \$50,896	\$25.63 \$53,320	\$26.81 \$55,765	\$27.97 \$58,178	\$29.13 \$60,590	\$30.29 \$63,003	\$31.46 \$65,438	\$32.63 \$67,861	\$33.79 \$70,285	\$34.96 \$72,708
C43	\$24.97 \$51,938	\$26.23 \$54,558	\$27.47 \$57,145	\$28.72 \$59,743	\$29.97 \$62,340	\$31.22 \$64,938	\$32.46 \$67,517	\$33.72 \$70,133	\$34.97 \$72,730	\$36.21 \$75,317	\$37.47 \$77,938
C44	\$26.65 \$55,432	\$27.99 \$58,217	\$29.32 \$60,989	\$30.65 \$63,761	\$31.98 \$66,518	\$33.32 \$69,306	\$34.66 \$72,093	\$35.98 \$74,838	\$37.32 \$77,622	\$38.65 \$80,394	\$39.99 \$83,179
C45	\$28.34 \$58,939	\$29.75 \$61,886	\$31.17 \$64,833	\$32.59 \$67,780	\$34.00 \$70,727	\$35.42 \$73,674	\$36.84 \$76,621	\$38.25 \$79,567	\$39.67 \$82,514	\$41.09 \$85,461	\$42.50 \$88,408
C51	\$26.65 \$55,432	\$27.99 \$58,217	\$29.32 \$60,989	\$30.65 \$63,761	\$31.98 \$66,518	\$33.32 \$69,306	\$34.66 \$72,093	\$35.98 \$74,838	\$37.32 \$77,622	\$38.65 \$80,394	\$39.99 \$83,179
C52	\$28.34 \$58,939	\$29.75 \$61,886	\$31.17 \$64,833	\$32.59 \$67,780	\$34.00 \$70,727	\$35.42 \$73,674	\$36.84 \$76,621	\$38.25 \$79,567	\$39.67 \$82,514	\$41.09 \$85,461	\$42.50 \$88,408

## APPENDIX C – Alternative Workweek Schedules

### FLSA (Fair Labor Standards Act) Overtime Implications of Alternative Work Week Schedules M & F

An employee working on schedule M or F will not have access to some of the automated error-checking that is coded into the time entry system for employees on the City's standard Monday-to-Sunday workweek. Specifically,

- 1) The time-entry system **does not** have the capacity to set up a work week that begins halfway during a work day.
- 2) The time-entry system only processes what is entered and **will not** automatically identify if an employee has exceeded the worked hours limit of their FLSA work period.
- 3) Flags and messages indicating that over-time may be due to an employee have been established based on the standard workweek and will not be applicable to employees on schedules M or F.

It is important to note that FLSA overtime is due to an employee that has been physically at work more than 40 hours in an FLSA workweek. The overtime due to an employee under FLSA may differ from overtime due to the employee under the contract provisions in Article 6 of the contract.

The following examples should help to clarify how to calculate FLSA overtime and enter time correctly on Schedules M and F (Article 5, Section 9).

#### **Example 1**

Employee works exactly to Schedule M (or F). He would enter his time as follows:

Schedule M - Week 1								
Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		4.00 AM 4.00 PM	9.00	9.00	9.00	9.00		44.00
Overtime								0.00
							Week Total	44.00

Schedule M - Week 2								
Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular	0	AM PM	9.00	9.00	9.00	9.00		36.00
Overtime	0							0.00
							Week Total	36.00

Schedule F - Week 1

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		9.00	9.00	9.00	9.00	4.00 AM 4.00 PM		44.00
Overtime								0.00
							Week Total	44.00

Schedule F - Week 2

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		9.00	9.00	9.00	9.00	AM PM		36.00
Overtime								0.00
							Week Total	36.00

Because the system can't split Monday's (or Friday's) hours the total for the week will show in the system as 44 hours highlighted in red. This is a default warning designed to notify 40 hour employees on a regular work week that they have entered more than 40 hours during the Sunday through Saturday time-entry period. Employees on schedules M or F can ignore this warning and continue with the time entry approval process **as long as** they do not physically work more than forty hours per workweek as defined in Schedules M or F in Article 5, Sections 3 and 4.

The system will only process what is entered. In this case, if the employee enters 80 hours of straight time in a two week period, the system will pay exactly that. This also means that if an employee works more than 40 hours in a defined work period and is eligible for overtime, but doesn't enter their time correctly or if the supervisor doesn't catch, it the system will pay exactly what is entered.

**Example 2**

An employee on Schedule M works 3 hours before noon on Monday, 5 hours after noon, and then works 9 hours each day from Tuesday through Friday. According to Schedule M, she has physically worked 41 hours between Monday at noon the end of week 1 and Monday at noon the end of week 2. As of the last hour worked on Friday of week 1, she would be eligible for one hour of FLSA (Fair Labor Standards Act) overtime calculated at the applicable overtime rate. In this case, no hours are worked in addition to regularly-scheduled hours, so overtime is not due under the contract provisions but is due under FLSA regulations. The employee would code her time as follows.

Schedule M - Week 1

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		3.00 AM 5.00 PM	9.00	9.00	9.00	8.00		43.00
Overtime						1.00		1.00
							Week Total	44.00

**Schedule M - Week 2**

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		AM						
Regular		PM	9.00	9.00	9.00	9.00		36.00
Overtime								0.00
							Week	
							Total	36.00

As far as the system is concerned, Monday of week 1 looks the same in both Examples 1 and 2. This could be easy for supervisors and employees to miss if they aren't paying attention.

An example for schedule F: The employee works 3 hours before noon and 5 hours after noon on Friday of Week 1. He/she will then have 40 hours for the workweek before the last hour of the Thursday shift on Week 2. The last hour on Thursday, Week 2, would need to be coded as FLSA overtime.

**Schedule F - Week 1**

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		9.00	9.00	9.00	9.00	3.00 AM 5.00 PM		44.00
Overtime								0.00
							Week	
							Total	44.00

**Schedule F - Week 2**

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		9.00	9.00	9.00	8.00		AM PM	35.00
Overtime					1.00			1.00
							Week	
							Total	36.00

**Example 3**

An employee on Schedule M works 3 hours before noon on Monday and 5 hours after noon as in Example 2. However, he takes 9 hours of vacation on Tuesday and then physically works the rest of the week according to his schedule. Because FLSA overtime is calculated on time *physically* worked, and the employee took 9 hours of vacation on Tuesday, the employee only physically worked 32 hours during Week 1 of schedule M and is not eligible for FLSA overtime. Since no hours were worked in addition to regular shifts, there is also no contractual overtime due. The employee's time should be coded as follows:

Schedule M - Week 1								
Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		3.00 AM						
Regular		5.00 PM		9.00	9.00	9.00		35.00
Overtime								0.00
Vacation			9.00					9.00
							Week	
							Total	44.00

Schedule M - Week 2								
Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		AM						
Regular		PM	9.00	9.00	9.00	9.00		36.00
Overtime								0.00
							Week	
							Total	36.00

**Example 4 – Coding Holidays (Article 5, Section 9)**

Let's say that Thanksgiving falls on Schedule M Week 2. An employee is eligible for 8 hours of holiday. An employee on Schedule M regularly works 9 hours on Thursday, and so she must either code 1 hour of that day as vacation or flex her time to work that additional hour on a different day. The employee below has both Thursday and Friday off due to the Thanksgiving holiday. She has made arrangements with her supervisor to work an extra hour on Wednesday to make up for the hour lost on Thursday, and has decided to use vacation leave for the remaining hour on Friday.

Note: The employee has now worked 10 hours on Wednesday because she has flexed her work hours due to the holiday. She does not get overtime for working more than the regularly scheduled hours for that day because of flexing the hours to accommodate the holiday schedule.

Schedule M - Week 2								
Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular			9.00	10.00				19.00
Holiday					8.00	8.00		16.00
Vacation						1.00		1.00
							Week	
							Total	36.00

**Example 5 – Holidays on a regularly scheduled day off**

An employee on Schedule F has Thursday and Friday off for Thanksgiving in Week 2. Since Friday is normally a day off for the employee, the employee and her supervisor will mutually agree on an alternative 8 hours of holiday time to be taken during the same week as the holiday. In the example below, the employee has opted to shorten her schedule on Monday through Wednesday of the holiday week. She would code her time as follows:

**Schedule F - Week 2**

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular		8.00	6.00	6.00				20.00
Overtime								0.00
Holiday					8.00	8.00		16.00
								<hr/>
							Week Total	36.00

**Example 6 – Working holidays**

Let's say that Thanksgiving falls on Schedule M week 2. The employee will take the entire Thursday holiday off but is required by his supervisor to work during the Friday holiday.

- 1) The employee has opted to take an hour of vacation for the 9<sup>th</sup> hour of his shift on Thursday instead of working an additional hour on a different day.
- 2) During the 9 hour shift on Friday, the employee will code 9 hours of overtime for time worked and 8 hours holiday time for the same day.

**Schedule M - Week 2**

Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Regular			9.00	9.00				19.00
Overtime						9.00		9.00
Holiday					8.00	8.00		15.00
Vacation					1.00			1.00
								<hr/>
							Week Total	45.00

