

**(DRAFT)**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The City of Springfield, Oregon**

**And**

**LOCAL 1148, American Federation of State, County, and  
Municipal Employees, AFL-CIO**

**July 1, 2021**

**Through**

**June 30, 2024**

**AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT**  
**July 1, 2021 – June 30, 2024**

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# **AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2021 – June 30, 2024**

## **PREAMBLE**

This Agreement is entered into by, and for, the City of Springfield, Oregon, and Local #1148 of the American Federation of State, County and Municipal Employees.

It is the purpose of this document to establish the full agreement between the American Federation of State, County and Municipal Employees, Local #1148, AFL-CIO, hereinafter referred to as the "Union" and the City of Springfield, Oregon, hereinafter referred to as "City", and set forth herein rates of pay, hours of work, seniority, grievance procedures and other working conditions to be observed by the parties hereto.

Therefore, the City and the Union hereby agree:

## **ARTICLE 1 RECOGNITION**

### **1.1 Recognition**

The City hereby recognizes Local #1148 as the sole and exclusive bargaining representative for all regularly employed employees of the City of Springfield Development and Public Works Operations Division, holding the classifications of Building Maintenance Worker, Custodian, Data Management Specialist, Infrastructure Systems Specialist, Infrastructure Systems Technician, Maintenance Technician Apprentice, Maintenance Technician Journey, Maintenance Technician Crew Chief, Mechanic, Mechanic Crew Chief, Traffic Maintenance Technician, Traffic Signal Electrician, Traffic Maintenance Tech Crew Chief, Security Attendant, and Seasonal Maintenance Worker

### **1.2 Temporary Employees**

The City may hire temporary employees into bargaining unit classifications covered by this contract for periods not to exceed 520 calendar hours without them being covered by the contract or represented by the Union. Temporary employees retained after that time limit shall be deemed as bargaining unit employees and time worked since most recent hire shall be observed for classification seniority, leave accrual and probationary period satisfaction.

### **1.3 Displacement of Regular Employees**

Volunteers, Temporary Employees, or Seasonal Maintenance Workers shall not be used to displace or replace unit employees.

### **1.4 Seasonal Maintenance Worker Employees**

Seasonal Maintenance Worker Employees are employed to perform landscape and right-of-way beautification duties, generally for the summer season, but not to exceed six hundred and ninety-three (693) regular hours per calendar year.

Seasonal Maintenance Worker Employees will be afforded the opportunity of applying for internal postings when applying for City positions for one year following the seasonal assignment. Seasonal Maintenance Worker Employees hired into a regular bargaining unit position will receive City seniority credit for all time worked as a Seasonal Maintenance Worker Employee.

Seasonal Maintenance Worker Employees shall have the same rights and benefits under the collective bargaining agreement as other represented employees except that the following articles shall not apply to them:

Article 8.1 – Layoff

Article 8.2 – Recall

Article 9: Probation & Training Periods

Article 11.5 – Movement between Steps  
through Article 12.5 – Bilingual Pay

Article 15: Holidays

Article 16.1 – Accrual (Sick)

Article 16.5 – Payment of Sick Leave

through Article 16.7 – Sick leave Conversion

Article 5.5 – Compassionate Leave

Article 18.8 – Union Leave

Article 19.1 – Accrual Rate (Vacation)

Article 19.4 – Termination Payment

Article 20: Health & Insurance Benefits

In lieu of the rights and benefits excluded above, Seasonal Maintenance Worker Employees shall accrue 0.0333 hours of sick and 0.034135 hours of vacation for each hour worked. This vacation accrual includes one floating holiday.

## **ARTICLE 2 NON-DISCRIMINATION**

### **2.1 Agreement**

This Agreement shall apply equally to all members of the bargaining unit regardless of race, sex, color, age, national origin, religion, political ideology, marital status, sexual orientation, union affiliation, or mental or physical disability unless based on a bona-fide occupation qualification.

### **2.2 Non-Discrimination**

The City shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, citizenship, political ideology, age, sex, marital status, sexual orientation, disability, union activity or other protected class, in accordance with the applicable state and federal laws. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this agreement, such law shall control. Any claim which is subject to review by the EEOC or other regulatory agency shall not be subject to arbitration.

### **2.3 Work Environment**

The City of Springfield is committed to having a positive, diverse, and professional work place and will take necessary steps to ensure that the work environment remains productive for

employees, customers, contractors, and visitors to the City's worksites. The City does not tolerate:

- Any forms of harassment, or offensive behavior
- Demeaning statements, threats, or intimidation
- Unprofessional and discourteous actions or behaviors
- Any behavior that creates or fosters an unwelcome or abusive work environment

The City is ultimately responsible for providing and supporting a harassment and discrimination free workplace for all employees. All representatives of the City are expected to carry out their duties in a respectful manner.

#### **2.4 Creating a Diverse Workforce.**

The Union supports and participates in activities and initiatives of the City related to the recruitment and selection of a diverse workforce. Activities include participation in the evaluation and renewal the City's Apprenticeship Affirmative Action Program.

Union members are encouraged to volunteer and support minority related activities within the community, with the purpose of community engagement and demonstrating that the City of Springfield is a welcoming place of employment for underrepresented groups.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the missions of its constituent department, commissions and boards, set standards of service; determine the procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; determine the level of its work force; maintain efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications and titles; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Management has exclusive rights in matters not covered in the Agreement except as otherwise limited by the terms of this Agreement.

### **ARTICLE 4 MEMBERSHIP**

#### **4.1 Union Membership**

Employees covered by this Agreement shall have the right to pay dues as a means to participate in the Union through the application to the Union. Application and resignation of membership shall be handled solely by the Union. The City agrees to remain neutral with respect to an employee's decision about union membership.

## **4.2 Dues Deduction**

The Union shall notify the City of the current rate of dues and other authorized deductions in a timely manner. The Union will notify the City of individuals who have authorized or discontinued authorization for deductions to the union and the current rate of dues and other authorized deductions in a timely manner.

The City shall deduct authorized union dues from the paycheck of employees in the bargaining unit who have authorized the deductions. The City will remit the specified amount for payment to AFSCME Council 75. Employees who terminate or who have worked less than ten (10) days in the calendar month, will not be subject to the payroll deduction of dues or like amount in lieu of dues deduction.

The Union shall refund directly to the employee any salary deduction that does not meet the guidelines referenced above. If the City fails to make the proper deduction, the appropriate adjustment will be made to the Union. In no case shall the City's liability for such an adjustment extend beyond Union notification that has been provided during the prior pay period.

## **4.3 Hold Harmless**

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

## **4.4 Union Reports**

The City will provide the union with a weekly report for any new hires that includes the date of hire, job title, department, hourly rate of pay, home address, personal email address, and home phone number. The City will also provide a weekly termination report that includes the terminating employee(s) name, job title, and termination date.

Each pay day, the City shall furnish electronically to the Union an alphabetical listing by department of employees in positions represented by the Union. The report will include name, hire date, job title, work site, hourly rate of pay, employee ID, phone number, email address, home address. Additionally each pay day, the City will also provide electronically to the union a list of dues deducted. The dues report will include the pay period end date, employee ID number, employee name, current deduction, hourly pay rate, employment status and employment type.

## **4.5 Representatives**

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

## **4.6 Seniority List**

The City will update and post a current seniority list whenever an employee enters or leaves the bargaining unit. The seniority list will include: employee's name, job title and step, bargaining

unit seniority date, and job title seniority date. The Union shall receive, upon request, an additional seniority list for representational purposes. Each posting shall be dated and include the most current information available.

## **ARTICLE 5 UNION RIGHTS**

### **5.1 Access**

Union representatives (employees of AFSCME Local 1148), upon notification of the Department Director or a designee, may visit with employees so long as such visits do not disrupt the workflow.

### **5.2 Bulletin Boards**

The employer will maintain bulletin board(s) or space on an existing bulletin board currently provided to 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 the term "City of Springfield" includes employees and the officers of the City). The boards or space provided should measure at least 24 inches by 36 inches.

### **5.3 Union Meetings/Use of Facilities**

In order that employees may have a convenient place to hold Union meetings, it is agreed that the Union shall be allowed to use City Development and Public Works meeting rooms, provided said meetings have the prior approval of the Division Manager or designee. Local #1148, AFSCME, shall be responsible for the security of the area during and after the Union meetings. The City may revoke the privilege in the event of a work stoppage or any violation of the strikes article of this Agreement by the Union.

### **5.4 Union Representation**

Subject to the needs of the City, the City agrees to allow designated representative's reasonable time off without loss of pay to engage in the following activities: processing and investigating grievances, investigatory interviews, arbitrations, or other meetings between the Union and the City, or those activities set forth in ORS 243.798. In no case will more than two (2) Union Representatives at any one time, be allowed time away from their duty stations.

### **5.5 Union Paid Leave**

With notice and approval from a supervisor, Union representatives can address Union/Work related issues and prepare for meetings. For this purpose, Union Representatives will draw from a shared annual bank of one-hundred and twenty (120) hours. This provision is in recognition of the positive relationship enjoyed between the City and the Union in working together to resolve issues.

### **5.6 Collective Bargaining**

Subject to reasonable operational needs of the City, the time for collective bargaining activities shall be mutually agreed upon by the City and the Union. When collective bargaining activities occur during the regularly scheduled working hours, members of the Union bargaining team

shall be allowed time off with pay. The City shall be notified by the Union of the names of the designated representatives. No more than four (4) representatives may be off with pay at any one time.

### **5.7 New Employee Orientation**

The City shall provide advance notice to the union with scheduled date for new bargaining unit employee orientation. Up to thirty (30) minutes of paid time shall be granted for a representative of the Union to make a presentation for new AFSCME 1148 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 on the employee's first date of work. If either because of the Union's or the City's operational needs it is not possible for the presentation to take place on the new employees first day of work, the presentation will be scheduled for mutually agreed upon time no later than fourteen (14) days from the employee's start date.

By mutual agreement between the Union and the City, the parties may utilize an alternative new employee orientation process, provided that new employees receive a Union orientation within thirty (30) days from the employee's first start date.

## **ARTICLE 6 SAFETY**

### **6.1 Safe Work Partnership**

The City and Union agree to cooperate with each other in the implementation of safety rules and regulations per local, state and federal requirements. The City shall provide a safe work environment, and employees shall work in a safe manner at all times and in accordance with City safety programs.

### **6.2 Notification of Safety Concerns**

All safety concerns or potential risks shall be reported immediately to a supervisor or designee. It is clearly understood that the City shall take no reprisal against employees for reporting issues. Upon notification, the supervisor will notify the appropriate division manager and safety personnel.

### **6.3 Personal Protective Equipment**

The City will provide all safety equipment that is required by applicable state or federal laws or regulations. Applicable regulations will also include those issued by the City in the form of Departmental Policy. Such equipment furnished to employees must be worn/used in the manners specified by the applicable law or regulation.

### **6.4 Safety-Toed Shoes**

The City will authorize the purchase of safety-toed footwear that meets OSHA requirements with a City Purchase Card. Employees are allotted \$200 per fiscal year (July 1-June 30). Employee may roll over up to \$200 to the next year not to exceed a total of \$400.

Employees may use the allotted dollar amount to purchase the following items: safety toed boots, laces, insoles, boot-cleaning supplies, boot waterproofing supplies, boot repair supplies, and boot repair services.

## **ARTICLE 7 SENIORITY**

### **7.1 Seniority Definition**

Seniority shall be defined as length of service in a job title with the City of Springfield, Development and Public Works Operations Division, for those classes defined in Article 1.1, Recognition', since their last date of hire.

### **7.2 Anniversary Date**

The date of employment within the City of Springfield, Department of Development and Public Works Operations Division, shall be the date used in calculating the anniversary date for job titles defined in Article 1, Recognition. One (1) year from the date of employment shall be the employee's anniversary date.

Promotions which, pursuant to the provisions of this Agreement shall result in an increase in salary may result in a modification of the anniversary date causing it to be the date upon which the promotion occurred. This shall be the employee's anniversary date for the job title they are promoted into. The employee's accrued seniority in the job title they are leaving as a result of promotion shall be frozen.

### **7.3 Loss of Seniority**

An employee shall lose all seniority credit in the event of:

- a) Voluntary termination.
- b) Discharge for just cause which includes but is not limited to absence from work for three (3) days or longer without notification to the employee's supervisor, where there is no reasonable justification for failure to provide such notice.
- c) Failure to return from layoff within three (3) weeks of recall or failure to accept recall within one (1) week of notice.
- d) Layoff of more than eighteen (18) months (no accrual during layoff).

## **ARTICLE 8 LAYOFF & RECALL**

### **8.1 Layoff**

A layoff means a reduction in the division work force. In the event of a reduction in the work force, layoffs will be made within a job title by seniority. After all Maintenance Apprentices have been laid off, layoffs in the Maintenance Journey job title shall be by bargaining unit seniority.

Employees who are designated to be laid off shall have the right to bump back into any job title they have held previously, as long as their seniority in that job title is greater than the seniority of the least senior person currently in that job title. An employee who bumps back into a previously held job title shall be placed at the step closest to, but not higher than their current salary. If the current salary is above the pay range for the lower classification, the employee will be placed on the highest step of the range.

Employees eligible to bump may forego that option and elect to be laid off.

## **8.2 Recall**

Employees shall be recalled in the inverse order of layoff within a job title. Employees shall have recall rights for a period of eighteen (18) months from date of layoff. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall notify the City of their acceptance of the offer within seven (7) calendar days from the date of receipt thereof or date of attempted delivery to the employee at their last known address by certified mail, and be available for work within twenty-one (21) calendar days or the employee will forfeit all recall rights and seniority. It shall be the laid off employee's responsibility to maintain with the Human Resources Director, a current address and telephone number at which they may be contacted in the case of recall, as a qualification for eligibility for recall.

No new employee shall be hired by the City in a bargaining unit job title while a layoff list is in effect for that job title.

## **8.3 Seasonal Maintenance Workers and Temporary Employees**

Seasonal Maintenance Workers and Temporary Employees performing work that regular employees are capable of performing shall be terminated before any regular employee possessing the qualifications, occupational skill and abilities required for the job is laid off, unless the funding source for the temporary employees cannot be used to fund regular employees to perform the work.

# **ARTICLE 9 PROBATION & TRAINING PERIODS**

## **9.1 Initial Probation Period**

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the quality of its service to the citizens of the City by observing an employee's work, training employees and assisting employees in adjusting to their positions, and by providing an opportunity to reject any new employee whose performance fails to meet required work standards.

Beginning from the most recent date of hire, every new employee hired shall serve a one (1) year probationary period.

Termination of an employee during their initial probation period is at the sole discretion of the City and such action shall not be subject to the grievance procedure.

### **9.2 Apprenticeship Training Period**

After the initial one (1) year probationary period and prior to the end of the thirty-six (36) month apprenticeship training period, an employee may be terminated upon the recommendation of the Maintenance Trades Apprenticeship and Training Committee and approval of the Division Director or their designee. Such termination would be subject to the grievance process.

The Apprentice Training Period, with mutual agreement between the Maintenance Trades Apprenticeship and Training Committee and the Division Director may be extended for up to one hundred and eighty (180) additional days.

### **9.3 Traffic Maintenance Technician Training Period**

The one year period that a Traffic Maintenance Technician is a trainee shall be considered their probationary period. Once past this one (1) year trainee period, the Traffic Maintenance Technician shall be off training status. A Traffic Maintenance Technician trainee who fails their training period on the basis of qualification and/or job performance, or a Traffic Maintenance Technician who fails to achieve required licensing and certification within thirty-six (36) months after appointment; shall be allowed to return to their previously held position with the Springfield Operations division, provided they remain qualified for that position.

## **ARTICLE 10 CLASSIFICATIONS**

### **10.1 New Classifications and Job Titles**

The intent of the parties is that new positions will be established within the above classification system whenever possible. However, should organizational development require the creation of a new job title and addendum in the Division that is not supervisory, confidential, or clerical, the Union will be provided the job title specification and addendum and shall have the opportunity to negotiate the applicable salary range.

### **10.2 Job Title Specifications & Descriptions**

The City shall maintain written job title specifications and addendums for represented positions that shall include a title, nature of work, general description of the duties, and minimum or desirable qualifications for the job. Job titles shall refer to a specific position or a group of positions and not to an individual in the job title. It is agreed that the content of the job title and addendum specification is not negotiable and that any changes made by the City in the job title specifications shall be forwarded to Local 1148.

### **10.3 Reclassifications**

#### **a. 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 their immediate supervisor(s) and give notification to the Human Resources Department that a PDQ process has been initiated. The Department will have up to thirty (30) calendar days to complete the PDQ process with the employee and to forward recommendations to the Human Resources Department.

b. Reviews and Timelines:

The Human Resources Department will be responsible for evaluating the reclassification request reviewing comments and may interview the employee and/or perform a desk audit. A written response to the request will be provided to the Department Director within thirty (30) calendar days of receipt of the PDQ in the Human Resources Department. If an outside consultant is retained for the purpose of reviewing the request, additional time may be required.

Final determination for reclassification requests is made by the Compensation and Classification Oversight Committee. Every effort will be made to schedule this committee meeting within thirty (30) calendar days of the HR Department's recommendation.

c. Effective Date of Change:

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 their immediate supervisor(s) unless the employee's duties are altered so that their current classification reflects the changes in responsibilities.

d. Denials:

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.

e. New Classifications or Job Titles:

If a new job title is created or the pay grade assignment for an existing job title is changed, Article 10 subsection 1 – New Classifications & Job Titles will apply.

## **ARTICLE 11 COMPENSATION**

### **11.1 Pay Period**

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

## 11.2 Salary Schedules

- a. For July 1, 2021 through June 30, 2022, wage rates in the bargaining unit shall be increase by two and one-half percent (2.50%).
  - i. Effective July 1, 2021 through June 30, 2022, step 1 of the A11 pay grade will be adjusted to 5% below step 1 of the A12 pay grade. The remaining steps will be adjusted with 5% apart between steps.
  - ii. Effective July 1, 2021 through June 30, 2022, step 1 of the A12 pay grade will be adjusted to 10% below step 1 of the A13 pay grade. The remaining steps will be adjusted with 5% apart between steps.
- b. For July 1, 2022 through June 30, 2023, all wage rates in the bargaining unit shall be increase by two and one-half percent (2.50%).
- c. For July 1, 2023 through June 30, 2024, all wage rates in the bargaining unit shall be increase by two and one-half percent (2.50%).

## 11.3 Beginning Salary

- a. New Hires (Apprentices): New employees in the Maintenance Apprentice/Journey series shall be hired at Step 1 of Apprentice.
- b. New Hires (Non-apprentice): Each employee will be paid on a step within the salary grade for the job title in which the individual is employed. Step placement at hire is based on relevant qualifications when compared to internal equity of existing employees.
- c. Rehires (Former Employee): If the City decides to rehire an employee who has terminated such employee at the discretion of the City may be rehired at the salary and step occupied at the time of termination.
- d. Rehires (Seasonal Employee): Seasonal Maintenance Worker Employees who are reemployed the following year in the same classification shall be moved to the next step on the salary schedule.

## 11.4 Promotions

When an employee is promoted to a position in a higher pay grade, they shall be placed on the new salary grade that is closest to a five percent (5%) increase in their hourly step rate of pay and shall receive at least the first step of the higher salary grade. An employee who is promoted through reclassification or through a competitive selection process will maintain their step placement date.

## 11.5 Movement between Steps

When an Apprentices is promoted to Journeys, they will move from pay grade B21 to B22, to the step that is closest to a five percent (5%) increase for the first six months. After six months, they will move to the next step on the B22 scale. Employees shall be eligible for step increases

on the annual anniversary of their promotion to the journey classification. Unless otherwise noted, all other employees will advance to the next step following one year from their most recent step dates.

### **11.6 Required Payments**

The City shall pay for any required training, equipment and State certifications. The City shall pay for the acquisition and maintenance for any City approved trainings, licenses, or certifications for mechanic classification for use during the course of their city work.

Employees who choose to get their CDL physical from a physician not of the City's choosing will be eligible for reimbursement from the City equivalent to the City's cost, if not covered by their insurance.

### **11.7 Special Assignment Pay**

The City recognizes that special assignments are eligible for premium pay of \$2.50 above their hourly step rate for all hours performing those functions. Recognized special assignments are limited to:

- a. Infrastructure Locates and/or encroachment permit processing
- b. Homeless camp abatement
- c. Spring Cleanup coordination
- d. Leave It to Springfield coordination
- e. Pavement marking coordination (excluding crew chiefs)
- f. Slurry seal coordination (excluding crew chiefs)

## **ARTICLE 12 SPECIAL PAYS**

### **12.1 Stacking and Compounding of Special Pays**

An employee may earn a maximum of twelve percent (12%) applied to their hourly step rate for additional pays. An employee may not stack any pay applied as a percentage beyond this limit. This provision does not apply to pays that are given as a flat dollar amount.

### **12.2 Acting-in-Capacity (AIC)**

Employees assigned in writing by management to perform one or more key duties of a higher paid position, will receive a differential of five percent (5%) above their current base pay. AIC pay will be added to vacation and holiday leaves for AIC assignments of fifteen (15) consecutive working days or longer.

### **12.3 Certification / License Pays**

The City agrees to certification pay for the following certifications/licenses:

- a) Wastewater 3 and 4: Three (3) employees, up to five (5) at management's discretion, who are assigned to working in the wastewater portion of the Development and Public Works Operations Division will receive 4% on base hourly rate of pay for all hours.

- b) Herbicide Application License: Two (2) primary herbicide applicators will receive 4% on base hourly rate of pay for all hours in exchange for records keeping, ordering product, product inventory and taking ownership of the herbicide program. Two (2) back-up applicators will receive a premium pay equal to 4% of their hourly step rate of pay for all hours worked in assignment when applying herbicides and performing any other functions directly connected to this work assignment such as attending school to retain their licenses.
- c) Backflow Tester Certification: Three (3) employees total, two (2) in landscape and one (1) in facilities at management's discretion, will receive 2% on base hourly rate of pay for all hours to ensure staff are available for servicing, testing and maintaining backflow and irrigation systems and re-certifying.
- d) Class A, CDL License: Any employee who holds a current Class A, CDL will receive ½% on base hourly rate of pay for all hours.
- e) Competent Person for Excavation work per OSHA Regulations: Four (4) employees, up to six (6) at management's discretion, will receive 1% on their base hourly rate of pay for all hours.

#### **12.4 Early Report Pay**

Employees who must report to work two (2) or more hours before their regularly assigned shift, for two or more days in a pay period, will qualify for an additional five percent (5%) on the hours worked outside their regularly assigned shift or \$25 per pay period, whichever is greater.

#### **12.5 Bilingual Pay**

Employees who are proficient in more than one spoken language or sign language will receive an additional five percent (5%) on their hourly rate of pay for all hours. To be eligible for the bilingual pay, employees must work in a position where bilingual is required for your position or the department has determined a need and the employee meets the minimum mandatory standards as determined by the City prior to the bilingual pay being awarded.

### **ARTICLE 13 WORKING HOURS & CONDITIONS**

#### **13.1 Regular Hours**

Working hours for each employee shall be regular and consecutive except for meals or rest periods, or for emergencies.

#### **13.2 Work Day**

Eight (8) hours, excluding a lunch period interruption, shall constitute a regular work day. Hours of work, excluding Custodians and Security Attendants, shall be 7:00 a.m. to 3:30 p.m. It is understood that the City may require a certain number of employees to be scheduled to provide necessary coverage and that if there aren't sufficient volunteers, a weekly rotational

system may be established. Custodial normal work day will be from 2:00 p.m. to 10:30 p.m. The City will consider the needs of the employee in scheduling. The parties agree that the normal hours of work may be changed as provided in Section 13.4 – Work Schedule Changes to meet operational requirements. Other alternate work schedules with varying hours and days may be worked by employees by mutual agreement.

- Effective July 1, 2021 through October 1, 2021 the Union and the City agree to pilot a four (4) consecutive ten (10) hour work day schedule. The details of any 10-hour work schedule agreement must be put into an MOU. With Mutual agreement the parties can sign an additional MOU to extend the 10-hour work schedule beyond the pilot.

### **13.3 Work Week**

Unless otherwise mutually agreed, the work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. Saturdays and Sundays are not considered regular work days except in special cases as the need arises as determined by the City and for employees who voluntarily agree to a work week including Saturday and Sunday work.

### **13.4 Work Schedule Changes**

Work schedules will be changed only after five (5) working days' notice to employees except in the case of a declared emergent need. Under any situation declared an emergent need by the City, work schedules may be changed as required for the duration of the emergent need. In such instance overtime will be paid in accordance with Article 14 – Overtime & On-Call.

Emergent need shall be defined as any situation that may be reasonably expected to adversely affect the health, safety, or welfare of the public. Any emergent need requiring employees to report for work involuntarily may be declared only the City.

### **13.5 Meals and Rest Periods**

The employer will provide meal and rest periods in accordance with state and federal laws, except the employer agrees to provide rest periods in 15-minute increments in accordance with the employer's policy. The parties agree that the Fair Labor Standards Act requires that meal and rest periods may not be skipped or saved up in order to allow an employee to leave early or in any other manner modify their assigned work period.

### **13.6 Requests for Alternative Work Schedules**

Subject to the operating requirements of the City, employees may be granted an alternative work schedule. An employee must apply in writing for authorization to work an alternative schedule. 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.

5. The Alternative Schedule will not result in any additional costs.

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 City has discretion to end alternative schedules that are deemed inefficient or are no longer beneficial to the City.

Whenever there is mutual agreement between the City and a non-exempt employee to work an alternative, overtime shall be paid for actual hours worked in excess of the scheduled work day of the alternative schedule.

## **ARTICLE 14 OVERTIME & ON-CALL**

### **14.1 Definitions**

- a. *“Contract Overtime”* means the time an employee is required to work in excess of and continuous with their regularly scheduled day or work week.
- b. *“FLSA Overtime”* means any worked hours in excess of 40-hours in a work week.
- c. *“Regular rate of pay”* means the base rate of pay as well as any premium pays divided by the total hours worked.
- d. *“Base Hourly Rate”* means the hourly step rate plus any extra pays that are added to their base pay rate for all hours.
- e. *“Hourly step rate”* means the base rate of pay, excluding any premium pays.

### **14.2 Overtime**

Contract overtime shall be compensated at the rate of time and one half (1 ½) the employee’s base hourly rate of pay. If the total worked hours are over forty (40) in the work week, per FLSA law, the regular rate of pay will be calculated and any FLSA premium will be paid on worked hours in excess of forty (40). Overtime will be compensated as either pay or compensatory time off except as otherwise noted in this contract.

Overtime work shall be pre-approved. Overtime assignments will first be offered to volunteers, however, if volunteers are not available, the City reserves the right to assign employees to work overtime when an emergent event is declared for reasonable cause. The City shall have the right to distribute overtime. Overtime shall be distributed equally, as is feasible, among regular employees qualified to perform the work required by the overtime assignment.

There shall be no pyramiding or duplicating of overtime or premium pay.

### **14.3 Compensatory Time**

It is understood by the parties that the current regulations of the U.S. Department of Labor applying the provisions of the Fair Labor Standards Act to local governments restricts the circumstances when comp time is allowed. Nothing in this section shall be construed to require overtime compensation in the form of comp time contrary to the FLSA. The City shall give due consideration to the desire of the employee as to the form of compensation.

An employee cannot accumulate more than eighty (80) hours of compensatory time off. When this maximum accumulation is reached, compensation shall take the form of cash payment at the rate of time-and-one-half the employee's regular hourly rate of pay. The City shall give due consideration to the desire of the employee as to the form of compensation.

Accrued comp time shall be paid upon termination for any reason. Use of compensatory time must be requested by the same process and using the same guidelines as vacation per Article 19.3.

### **14.4 On-Call Pay**

a. Emergency Response Team (ERT):

When an employee volunteers and is designated by the City to be on-call as part of ERT, they will be paid 1.714 hours of overtime or compensatory leave for each 24 hour period of on-call status (usually 12 hours per week). The City reserves the sole right to determine eligibility for on-call assignments. Employees who volunteer will be used for on-call duty to the extent possible.

b. Traffic:

Employees who are in the Traffic Maintenance Technician and Traffic Signal Electrician classifications with a current Limited Maintenance Electrician or General Journey Electrician License, and who are designated by the City to be the Traffic on-call person will be compensated 1.714 hours of overtime or compensatory leave for each 24 hour period of on-call status.

c. Employees may trade on-call assignments with the approval of the supervisor.

d. The compensated time allocated for on-call time is intended to cover all time spent on the phone responding to requests for service and directing employees to provide service. No additional overtime shall be paid unless the employee is required to return back to work as outlined in section 13.5 under "Call Back".

### **14.5 Call Back**

An employee who is not at work and is then called back to the work site shall receive overtime pay for all hours worked or a minimum of two (2) hours, whichever is greater. The City retains the right to assign job responsibilities under a call back situation other than those for which the

employee had been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected classification. At no time will employees be paid twice for the same hours.

#### **14.6 Emergent Event Compensation**

Emergent event compensation refers to all work performed due to a work schedule change with less than twenty-four (24) hours' notice and falling outside of the employee's regular shift. Emergent event compensation hours shall be at a rate of one and one-half (1-1/2) times an employee's base hourly rate throughout a twenty-four (24) hour period which commenced at the beginning of the employee's regular shift. Emergent event compensation hours shall be counted as regular hours paid at time-and-a-half and not overtime hours.

- a. Generally, emergent events will produce three (3) shifts: regular, swing, and graveyard. During the first twenty-four (24) hour period, swing shift and graveyard shift will be compensated at time-and-a-half, with any appropriate additional pay. At the end of the first twenty-four (24) hours, all shifts will be compensated at the base hourly rate, with any appropriate additional pay.

It is in the interest of the City and the Union that an employee work eight (8) hours in one (1) day and forty (40) hours in one (1) week. An employee is not guaranteed to work any time past forty (40) hours in a single work week, even if they would normally be scheduled to work. During an emergent event an employee may be scheduled for forty (40) worked hours by the end of the work week, the City will pay them for forty (40) hours. An employee may request vacation, subject to standard vacation approval rules.

- b. The City retains the right to assign job responsibilities under an emergent event other than those for which the employee had been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected job title.

## **ARTICLE 15 HOLIDAYS**

### **15.1 Designations**

The following holidays are recognized as guaranteed paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November

Whenever any of the above listed holidays shall fall on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

### **15.2 Floating Holiday**

A floating holiday shall be accrued upon completion of each six (6) months service (two (2) floating holidays per fiscal year). A floating holiday will be credited to each employee's leave account on January 1 and July 1 each year. Employees who start to work in the middle of either period will have the floating holiday prorated and added to their account on the date following their hire date. A floating holiday must be used during the calendar year in which it is earned. The City will notify each bargaining unit employee between November 1st and 7th of each year if they have accrued holiday time that will be lost if not taken before December 31.

### **15.3 Holiday Pay**

In order to qualify for holiday pay, an employee must have worked the last scheduled work day before the first scheduled work day after the holiday, or have been on authorized leave with pay, or authorized leave without pay of not more than fifteen (15) calendar days.

Employees who are called in to work on a holiday that also falls on a weekend shall be paid double time. All other holidays where an employee must work will be paid at time and one-half (1 ½). This provision shall not apply to scheduled weekend work, even if it includes work on a holiday.

### **15.4 Holidays for Alternative Schedules**

Holiday pay for full-time employees is valued at eight (8) hours per designated holiday. For full-time employees who are required by the City to work an alternate regular schedule, the value of the holiday will be equal to the hours normally scheduled for that day. For full time employees who work an alternate regular work schedule that is not required by the City, the value of the holiday will be eight (8) hours per holiday. If this results in less than forty (40) hours of paid hours for a week in which a holiday occurs, the employee will be permitted to flex their time during that week in order to maintain forty (40) paid hours for that week, provided there is work available for them outside the employee's regularly scheduled hours. This provision does not apply to temporary or emergency schedule changes.

Whenever a holiday falls on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between work days, the last workday before the holiday shall be designated as the holiday. However, an option, upon mutual agreement between the supervisor and the employee an alternate day off maybe granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time off and the request has been denied due to city requirements the time will be granted within the following thirty (30) calendar days.

## **ARTICLE 16**

### **SICK LEAVE**

#### **16.1 Accrual**

For the sole purpose of providing financial security to employees and their dependents, employees shall accrue sick leave at the rate of 3.693 per biweekly pay period. Sick leave shall accrue from date of employment. The maximum accrual of sick leave shall remain 960 hours.

#### **16.2 Scope**

Sick leave may be taken because of illness or injury, including medical and dental appointments. Sick leave may be used in increments of thirty minutes or more. Sick leave may be used for illness or injury involving the immediate family (spouse, father, mother, grandparents, stepchildren, brother, sister, or other family members living in the employee's household).

#### **16.3 Illness Verification**

Abuse of sick leave shall be considered just cause of disciplinary action. It is recognized that the City may investigate sick leave utilization by any reasonable means. If the City requests a doctor's verification for an absence, such verification shall be the City's expense for any amount not covered by the employee's medical insurance.

#### **16.4 Notification**

An employee requiring use of sick leave shall notify their immediate supervisor at least twenty (20) minutes prior to the scheduled shift. If the employee is incapacitated to an extent that notification is not reasonably possible, they shall notify the immediate supervisor as soon as possible thereafter. In the case of continued illness, disability, or inability to report to work for any reason, the employee shall notify the immediate supervisor weekly.

#### **16.5 Payment of Sick Leave**

Payment of unused accrued sick leave shall be paid upon retirement or disability retirement to a maximum of 480 hours.

#### **16.6 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, 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.

#### **16.7 Sick Leave Conversion**

Once a member has accrued and maintains a bank of 960 hours of sick leave, at the end of each calendar year they may request that all newly accrued sick leave up to 96 hours be converted into their Health Reimbursement Account (HRA). These hours will be converted and paid into the employee's existing HRA on an 8:1 basis at the employee's hourly salary when the conversion occurs. If the employee chooses not to convert, the hours expire at the end of the calendar year; an employee cannot hold onto these hours greater than 960 to convert at a later

time.

## **ARTICLE 17**

### **WORKERS' COMPENSATION**

#### **17.1 On-the-Job Injury**

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 including time loss, 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 subject to the grievance process but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor. The City's supplemental workers' compensation pay in addition to time-loss will be governed by this article.

#### **17.2 Payment of Workers Compensation and Time Loss**

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation and eligible for Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three hundred and sixty-five (365) calendar days from the date of injury due to the on-the job injury or occupational illness. For this section, regular paycheck means base wage (including applicable step increases and cost of living adjustments) plus non-worked incentives (certification, education, language, etc.). Overtime and worked on-call pays are excluded.

However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

No sick leave will be deducted from the employee's accruals for the three hundred sixty-five (365) calendar days following the date of injury due to the on-the-job injury or occupational illness or until the date of the claim closure whichever comes sooner. No sick leave or other leave will be deducted from the employee's accruals for any Workers' Comp benefit waiting period.

#### **17.3 Alternative Deductions**

If an employee is off work beyond the three-hundred-sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness, the employee must use accrued leave at (at least) the default level per the chart below and may elect which type of accrued leave to use (i.e. vacation, holiday, compensatory time, and sick leave), in addition to the amount of workers' compensation time loss payments, up to the amount of their regular paycheck. Employees must use paid leave before taking unpaid leave. An employee must

request one of the following leave deductions:

Shift	Default		
	10%	20%	30%
12 hour	1.25 hours	2.5 hours	3.75 hours
10 hour	1 hour	2 hours	3 hours
8 hour	1 hour	1.75 hours	2.5 hours

#### **17.4 Employment Status and Benefits during Leave:**

During the period of disability and as long the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday, or vacation pay, the employee shall continue to receive all forms of compensation (base wages, step increases, incentive pay, premium pay, all insurance, etc.) and shall accrue sick time, holiday time, and vacation time.

The employee will continue to qualify for health insurance and will be responsible for the employee portion of insurance benefit premiums. In the event an employee's time loss benefits end, but the employee is unable to return to work, that employee may access all leave benefits in order to receive their regular paycheck.

#### **17.5 Denial of Claim:**

If an employee's workers' compensation claim is denied by the worker's compensation carrier, the employee's injury or illness will be treated as a non-occupational claim from the date of denial. In the event the denial is reversed by the Workers' Compensation Board or Oregon courts, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits.

#### **17.6 Modified Duty**

In the event of a work-related injury or illness, the City may assign reasonable modified duty consistent with the employee's medical restrictions as determined by their health care provider. If a worker refuses modified duty they will become ineligible for City supplemental pay.

## **ARTICLE 18 OTHER LEAVES**

### **18.1 Family Medical Leave**

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

### **18.2 Leave without Pay**

Leave of absence without pay may be granted for a specific period, not to exceed one (1) year. During the leave without pay, accrued benefits shall be frozen. Any leave without pay in excess of thirty (30) consecutive calendar days shall result in the seniority dates being adjusted for the period of time on leave except as otherwise required by state or federal statute.

### **18.3 Military Leave**

Military leave shall be granted in accordance with State and Federal statutes.

### **18.4 Compassionate Leave**

In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, step-children, father-in-law, mother-in-law, grandparents, persons with "in loco parentis" status to the employee and any person residing in the employee's household at the time of death), the City shall grant time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five (5) days may be granted if warranted by the situation. Such leave shall not be charged against accumulated sick leave. Leave with pay for up to four (4) hours may be granted when an employee serves as a pallbearer. Upon request of the employee, compassionate leave may be granted for a close relative not listed above, but in any event such request shall not be unreasonably denied.

In some situations, Compassionate leave pay may also be used for Bereavement leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying City-paid compassionate leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

### **18.5 Witness or Jury Leave**

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond their control and where such duties can be construed to be in the public interest, they will be continued at full salary for the period of required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal day is required by jury or witness duties.

### **18.6 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.

### **18.7 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.

### **18.8 Union Leave**

An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave, requested by the Union, shall be contingent upon the operational needs of the department. An employee granted such leave shall have all accrued benefits frozen until their return within the year.

Two (2) Union members may be allowed time off without pay to attend Union functions other than those outlined in the preceding paragraph, providing relief personnel can be provided and that such time off does not exceed forty (40) hours for each representative per calendar year.

## ARTICLE 19

### VACATION

#### 19.1 Accrual Rate

Employees shall accrue vacation time at the following rates.

Years/Months Of Service	Hours per Pay Period	Hours per Month Accrual	Annual Hours
1-3 yrs (0-35 mos)	3.693	8	96
4-8 yrs (36-95 mos)	4.615	10	120
9-13 yrs (96-155 mos)	5.231	11.333	136
14-18 yrs (156-215 mos)	6.154	13.333	160
19yrs + (216+ mos)	6.462 + .308*	14 + .667*	168 + 8*

\*For each year beyond nineteen (19) and through twenty-four (24).

#### 19.2 Accrual Cap

Vacation accrual shall be limited to 500 hours. Employees are allowed to exceed the 500-hour ceiling only during the succeeding calendar year. For an example, an employee with a vacation balance of 500 hours on January 1 may continue to build vacation hours during the calendar year. However, by December 31, they will be required to have reduced the accrued vacation, which includes the December accrual, to 500 hours or less. Any accrued but unused vacation above 500 hours on January 1st will be deducted from the employee's vacation balance. 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. If the supervisor, with the concurrence of the department head, is unable to grant the requested vacation considering all alternatives throughout the year, the affected employee shall be paid for vacation that exceeds their ceiling as of December 31 on the employee's January 5 paycheck. Employees may request an estimate of their end of the year vacation balance from the Human Resources Department at any time throughout the year.

#### 19.3 Vacation Request

Except in an emergency, employees requesting more than 16 hours of vacation shall make their request at least one week in advance. Requests for vacation of 16 hours or less shall be made prior to the end of work on the preceding day. Preference in vacation scheduling shall be by bargaining unit seniority. No reasonable requests shall be denied.

#### **19.4 Termination Payment**

A member who resigns or who is terminated during the first six months of the probationary period shall not be entitled to vacation leave or payment for accrued vacation leave.

All members who are regular employees of the City shall be entitled to payment for unused accrued vacation leave upon separation from the City service. Such payment will be computed by the Finance Department on a pro-rated basis at the rate of pay applicable at the time of separation.

### **ARTICLE 20 BENEFITS**

#### **20.1 Medical Insurance**

The City shall continue current medical, vision and dental insurance through the term of this agreement. 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 hire.

Nothing in this section shall be construed as prohibiting the parties from mutually agreeing to an alternative medical and hospital insurance plan. The Union agrees to continue joint efforts with management to explore ways to contain the cost of health insurance coverage. Modifications to insurance plan(s) will be reviewed and considered at the Joint Benefit Advisory Committee according to Article 21.4. The City shall not be required to increase its contribution on the available health and dental plans, after this contract expires.

The City's total cost share will be 90 percent of the cost for the medical and dental plans. Employees shall pay any portion of the cost share for the selected medical and dental plans for which the City is not obligated as set forth in this section.

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

The City will provide health services at the City Wellness Center at limited or no cost to employees and their covered dependents.

In the event the City is subject to a penalty, tax, fine or increased costs as a result of the Affordable Care Act (ACA), the parties agree to reopen this agreement on Medical Insurance and bargain the cost split on the penalty, tax, fine or increased costs. Along with the Excise Tax on High Cost Employer-Sponsored Health Coverage (Section 49801 of the Internal Revenue Code), the Joint Benefit Advisory Committee will review and notify employees about any other penalties, taxes, fines or costs resulting from the ACA.

## **20.2 Life Insurance**

The City shall provide at no cost to the employee term life and accidental death and dismemberment insurance for each bargaining unit member equal to one times the employee's annual salary. For part time employees, the benefit will be prorated based upon scheduled FTE.

## **20.3 Other Benefits**

The City will continue to make the following benefits available to employees covered by this agreement: voluntary participation in a flexible spending account program, long term disability insurance, an employee assistance program, dependent coverage waiver option, voluntary participation in the City's sick leave donation program, and voluntary participation in a voluntary employees beneficiary association (VEBA) subject to VEBA rules.

## **20.4 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 over such changes in accordance with ORS Chapter 243, 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.

## **20.5 Wellness Program**

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 would not reduce benefits, and would be voluntary. 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.

## **20.6 FireMed**

As part of its benefit package, the City will provide basic FireMed membership to all bargaining unit employees. Benefit is limited to FireMed service areas.

## **20.7 Retirement**

The City agrees to continue to provide a retirement plan for each employee through the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) of the State of Oregon. The City will pay the employee's contribution of six percent (6%) of gross earnings to the Public Employees Retirement System or Oregon Public Service Retirement Plan.

# **ARTICLE 21 COMMITTEES**

## **21.1 Maintenance Trades Apprenticeship and Training Committee**

The Maintenance Trades Apprenticeship and Training Committee shall be made up of six (6) members. Management will choose three (3) representatives of Management. The Union shall choose three (3) members to serve as Union representatives. The Apprenticeship Committee

shall recommend standards for training and shall keep track of the progress of apprentices including Traffic Maintenance Technician Trainees. Alternates may attend on behalf of a regular member. A quorum shall consist of two (2) members from each side.

### **21.2 Labor Management Committee**

The parties agree to establish a Labor Management Committee which shall be made up of three (3) management representatives appointed by management and three (3) employees appointed by the Union president. The committee shall establish its own guidelines. The committee will have authority to provide input to management on matters of mutual interest such as:

- a. Methods and means of maximizing productivity and efficiency while minimizing costs;
- b. Maximizing resources, employee morale, and team building;
- c. Furthering the goal of labor-management cooperation;
- d. Methods and means of responding to external changes in service delivery requirement and/or job qualifications.

The committee shall have no authority to discuss grievances, discipline or other complaint processes otherwise stated in this agreement.

The committee shall meet at least every two (2) months for up to four (4) hours at mutually acceptable times and places during regular work hours. Topics for discussion shall be exchanged prior to the meeting and either party may decline to discuss any matter. The committee shall have no authority to amend the terms of the Contract.

### **21.3 Safety Committee**

The City and the Union agree to create and maintain a Development and Public Works Operations Division Safety Committee, consisting of at least two (2) Representatives each of the City and the employees. Two (2) employee representatives will be chosen by the Union. The committee will function pursuant to rules and regulations mutually agreed upon by the parties. The number of City and union representatives on the committee may be changed by mutual agreement. This does not restrict either party from designating alternative representatives to the committee.

### **21.4 Joint Benefits Advisory Committee**

The parties agree to participate in a joint benefits advisory committee with other employee groups. Consideration will be given to the number of represented employees per representative for each group on the committee.

- a. The purpose of such a committee would be to review components of the employee benefit package (health, vision, dental, and any other voluntary products such as supplemental life), consider modifications to the plan, monitor insurance plan costs and

utilization, educate employees about the benefit programs, review alternative carriers, and make recommendations for plan modifications.

- b. The Union will consider modifications to the insurance plans recommended by the Committee during the term of this agreement; however, any such changes shall be subject to mutual agreement between the parties.

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

#### **22.1 Grievance Definition**

For the purpose of this contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this contract, or about an alleged violation of this contract. The Union and the City encourage employees and their supervisors to make every effort to meet and discuss problems and to attempt to settle potential grievances at the earliest possible time. Grievances that do not have a reasonably arguable basis for stating a violation of this agreement are expressly discouraged.

#### **22.2 Time Limits and Procedures**

Grievances will be processed in the following manner and within the stated time limits, unless the parties agree to waive the specified time limits. If any time period shall end on a day that is a Saturday, Sunday, or holiday, such time period shall be extended to the end of the next working day.

For purposes of this Article, "days" shall mean calendar days.

#### **22.3 Informal Procedure**

Except in cases of documented discipline, disputes arising on behalf of multiple employees or the entire bargaining unit, an employee is encouraged to discuss the subject matter of a grievance with the employee's immediate supervisor. The employee may request the assistance of a union representative for this procedure.

#### **22.4 Formal Procedure**

If resolution is not reached in the Informal Procedure, the union who wishes to pursue a grievance will do so under the following procedure.

**Step 1:** The Union shall within thirty (30) days of the date the grievant knew or should have known that a grievance existed present the grievance in writing to the Human Resources department and shall include the following information:

- a) The section of the agreement to which the grievance relates
- b) A statement of the grievance and the facts on which it is based.
- c) The remedial action requested.

Within fourteen (14) days thereafter, the grievant, with Union representation, and their supervisor shall confer at Step 1 in an attempt to resolve the grievance. Either party may request that a Union representative be present for the conference. The employee's supervisor shall issue a written reply within fourteen (14) days of the Step 1 meeting.

**Step 2:** If the grievance is not resolved at Step 1, the grievant shall within fourteen (14) days of the supervisor's response, notify Human Resources in writing of their intent to move the grievance to Step 2. The grievant, Union representative, the local representative, and the division director, or designee, will meet within fourteen (14) days of the notification in an attempt to resolve the grievance. The department director shall issue a written reply to the Union and the employee within fourteen (14) days following this meeting.

The Union may initiate a grievance at step 2 if the grievance involves either a group of employees, the entire bargaining unit, or is related to a termination and the grievance is submitted within thirty (30) days from the date the employee(s) were or should have been aware that a grievance existed.

**Step 3:** If the grievance is not resolved at Step 2, the Union shall within fourteen (14) days of the director's response, notify Human Resources in writing of their intent to move the grievance to Step 3. Within fourteen (14) days, the employee, a union representative, local representative, division director, human resources, and the City Manager will meet in an attempt to resolve the grievance. The City Manager shall render a written decision within fourteen (14) days after the meeting.

**Step 4:** If the grievance is still not resolved, it may be submitted within fourteen (14) days to an Arbitrator by the Union in the following manner:

- a) A list of seven (7) Oregon Arbitrators shall be obtained from the State Mediation and Conciliation Service of the Employment Relations Board. Upon receipt of the list of Arbitrators, final selection shall be made by the parties alternately striking one name from the list until one name remains. The order of striking shall be determined by a coin toss.
- b) The selected Arbitrator shall begin the hearing as soon as possible, and shall render a decision within thirty (30) calendar days of the hearing. The powers of the Arbitrator shall be limited to interpreting this Agreement and determining if it has been violated, and they shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The Arbitrator's decision shall be final and binding on the parties.
- c) The cost of the Arbitrator shall be borne by the losing party as determined by the Arbitrator. Each party shall be responsible for the costs of presenting its own case to arbitration. If, however, either party desires a verbatim transcript of the arbitration proceeding, it may cause such a record to be made, providing the requesting party

pays for the transcript and makes copies available to the other party and the Arbitrator.

### **22.5 Waiver**

Any and all time limits specified in the grievance procedure may be waived by mutual written consent of the Union and the City. Failure to submit the grievance in accordance with the prescribed time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time limit to the grievance will elevate the grievance to the next step.

### **22.6 Termination and Representation**

A grievance may be terminated at any time, upon receipt of a signed statement from the Union or the grievant that the matter has been resolved. A grievant may represent themselves without Union intervention, and be allowed to attend all meetings involving the parties. A grievant may be represented by the Union at any step of the grievance procedure.

## **ARTICLE 23 DISCIPLINE & DISCHARGE**

### **23.1 Discipline**

No regular employee may be disciplined or discharged except for just cause; a probationary employee may be discharged with or without cause and such discharge shall not be subject to the grievance process. The City and the Union agree that Personnel Rules relating to discipline and discharge shall apply to members of the AFSCME bargaining unit unless they are inconsistent with specific provisions of the parties' collective bargaining agreement, including the requirement for just cause for any disciplinary action.

### **23.2 Notice of Discipline and Discharge**

A written record shall be made of any disciplinary action taken against any employee and placed in the employee's personnel file which shall be maintained by the Human Resources Department. The employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the specific charges or offenses; including references to written rules and regulations, if applicable, and type of penalty.

### **23.3 Reprimands**

In reprimanding or otherwise counseling an employee, the City shall make every reasonable effort to avoid embarrassing the employee before other employees or the public.

## **ARTICLE 24 PERSONNEL FILES**

### **24.1 Inspections**

The City Human Resources Department shall maintain a personnel file on each employee. The personnel file, including portions in electronic form, shall be available for inspection upon

request or to a Union Steward upon written request from the employee. The employee, or the Union Steward, upon written request from the employee, may receive copies of any material in the employee's file, and may be subject to a duplication fee as designated by the Finance Department.

#### **24.2 Effect on Promotion or Discharge**

Specific disciplinary actions contained in the Personnel files shall not be considered in current promotional or disciplinary actions, as long as no recurrence of the same or similar activity occurs within two (2) years of the original disciplinary action.

#### **24.3 Adverse Material**

Any adverse material, used to determine an employee's eligibility for a step increase, promotion, or to justify disciplinary action shall be brought to the employee's attention within two (2) weeks of the City's knowledge. Any such material must be dated and signed by the employee to acknowledge notice before it is placed in the employee's personnel file. Employees shall have the right to rebut any adverse material placed in the file.

### **ARTICLE 25 GENERAL PROVISIONS**

#### **25.1 Substance Abuse**

The Alcohol and Controlled Substances Testing Policy shall be enforced in accordance with City Administrative Regulations.

#### **25.2 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 Director prior to beginning the outside employment. Outside employment shall not detract from the efficiency of the employee's City duties, nor shall it present a conflict of interest or otherwise damage the job related credibility of an employee or the City.

#### **25.3 Savings Clause**

The provisions of this Agreement are declared to be severable, and if any section, sub-section, sentence, clause, or phrase of this agreement shall for any reason be ruled to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the, invalidity of any part. Should any part of b this Agreement be ruled invalid or unconstitutional, and the ruling does not declare a specific remedy, the City and the Union agree to attempt to negotiate a substitute.

#### **25.4 Strikes & Lockouts**

The Union agrees that during the term of this Contract, neither it nor its membership will participate in a strike, stop work, slowdown, or otherwise interrupt City service.

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

### **25.5 Existing Benefits**

Nothing in this Agreement is intended to nullify existing wage and fringe benefits to employees under policies, practices, and work rules unless specifically included in this Agreement. The Union may participate in the formation and/or modification of work rules.

DRAFT

**ARTICLE 26**  
**TERMINATION**

This Agreement shall be effective as of the 1st day of July, 2021 and shall remain in full force and effect until the 30th day of June, 2024. It shall be automatically renewed from year-to-year thereafter. , unless either party gives the other notice in writing, no later than December 3, 2023, that it desires to modify, amend, add to or delete any of the provisions of this agreement.

In witness thereof, the parties have executed this agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Springfield:**

BY: \_\_\_\_\_

Nancy Newton, City Manager

\_\_\_\_\_  
Brian Conlon, DPW Operations Director

\_\_\_\_\_  
Chaim Hertz, Human Resources Director

**The American Federation of State, County  
& Municipal Employees, Local 1148:**

BY: \_\_\_\_\_

Robert Finsand, AFSCME President

\_\_\_\_\_  
Michael Espinoza, AFSCME Bargaining Team

\_\_\_\_\_  
Troy Olsen, AFSCME Bargaining Team

\_\_\_\_\_  
Steven Cornelius, AFSCME Bargaining Team

\_\_\_\_\_  
Monica Bielski Boris, Council 75 Representative

**AFSCME, Local 1148, and the City of Springfield Collective Bargaining Agreement  
July 2018 – June 2021**

**Exhibit A – Classifications and Salary Schedules**

<b>Classification Specification</b>	<b>Classification Job Title</b>	<b>Pay Grade</b>
<b><i>Maintenance Assistant</i></b>	Custodian	A12-A13
	Security Attendant	A12
<b><i>Maintenance Worker</i></b>	Seasonal Maintenance Worker	A11
<b><i>Maintenance Coordinator</i></b>	Maintenance Tech Crew Chief	B23-B24
	Mechanic Crew Chief	B24
	Traffic Maintenance Tech Crew Chief	B25
<b><i>Maintenance Specialist</i></b>	Building Maintenance Worker	B22
	Maintenance Tech, Apprentice	B21
	Maintenance Tech, Journey	B22
<b><i>Management Support Specialist</i></b>	Data Management Specialist	B23
<b><i>Management Support Technician</i></b>	Infrastructure Systems Tech	B22
<b><i>Technical Specialist</i></b>	Infrastructure Systems Spec	B23
	Mechanic	B23
	Traffic Maintenance Technician	B24
	Traffic Signal Electrician	B24

## AFSCME Salary Schedule – 2.5%, July 1, 2021 – June 30, 2022

Grade	1	2	3	4	5	6	7
<b>A11</b>	\$14.85 \$30,879	\$15.59 \$32,423	\$16.37 \$34,044	\$17.19 \$35,747	\$18.05 \$37,534	\$18.95 \$39,411	\$19.89 \$41,381
<b>A12</b>	\$15.63 \$32,504	\$16.41 \$34,130	\$17.23 \$35,836	\$18.09 \$37,628	\$18.99 \$39,509	\$19.94 \$41,485	\$20.94 \$43,559
<b>A13</b>	\$17.36 \$36,116	\$18.21 \$37,886	\$19.14 \$39,804	\$20.10 \$41,809	\$21.09 \$43,877	\$22.15 \$46,073	\$23.27 \$48,396
<b>B21</b>	\$20.00 \$41,595	\$20.97 \$43,621	\$22.04 \$45,838	\$23.12 \$48,098	\$24.29 \$50,528	\$25.50 \$53,044	\$26.77 \$55,688
<b>B22</b>	\$22.60 \$47,011	\$23.74 \$49,377	\$24.93 \$51,850	\$26.17 \$54,430	\$27.47 \$57,138	\$28.85 \$60,016	\$30.29 \$63,001
<b>B23</b>	\$25.23 \$52,469	\$26.49 \$55,091	\$27.81 \$57,841	\$29.20 \$60,741	\$30.66 \$63,768	\$32.20 \$66,966	\$33.81 \$70,335
<b>B24</b>	\$27.85 \$57,926	\$29.24 \$60,826	\$30.70 \$63,853	\$32.25 \$67,073	\$33.85 \$70,399	\$35.54 \$73,916	\$37.32 \$77,626
<b>B25</b>	\$29.24 \$60,823	\$30.71 \$63,867	\$32.23 \$67,046	\$33.86 \$70,426	\$35.54 \$73,919	\$37.31 \$77,612	\$39.19 \$81,507

### AFSCME Salary Schedule – 2.50%, July 1, 2022 – June 30, 2023

Grade	1	2	3	4	5	6	7
<b>A11</b>	\$15.22 \$31,651	\$15.98 \$33,234	\$16.78 \$34,895	\$17.62 \$36,640	\$18.50 \$38,472	\$19.42 \$40,396	\$20.39 \$42,416
<b>A12</b>	\$16.02 \$33,317	\$16.82 \$34,983	\$17.66 \$36,732	\$18.54 \$38,569	\$19.47 \$40,497	\$20.44 \$42,522	\$21.47 \$44,648
<b>A13</b>	\$17.80 \$37,019	\$18.67 \$38,833	\$19.62 \$40,800	\$20.60 \$42,854	\$21.62 \$44,973	\$22.70 \$47,224	\$23.85 \$49,606
<b>B21</b>	\$20.50 \$42,635	\$21.50 \$44,711	\$22.59 \$46,984	\$23.70 \$49,300	\$24.90 \$51,792	\$26.14 \$54,370	\$27.44 \$57,080
<b>B22</b>	\$23.17 \$48,186	\$24.33 \$50,612	\$25.55 \$53,146	\$26.82 \$55,791	\$28.16 \$58,566	\$29.58 \$61,516	\$31.05 \$64,576
<b>B23</b>	\$25.86 \$53,780	\$27.15 \$56,468	\$28.50 \$59,287	\$29.93 \$62,259	\$31.42 \$65,362	\$33.00 \$68,640	\$34.66 \$72,093
<b>B24</b>	\$28.55 \$59,375	\$29.97 \$62,347	\$31.47 \$65,450	\$33.05 \$68,750	\$34.69 \$72,159	\$36.43 \$75,764	\$38.25 \$79,567
<b>B25</b>	\$29.97 \$62,343	\$31.47 \$65,464	\$33.04 \$68,722	\$34.71 \$72,187	\$36.43 \$75,767	\$38.25 \$79,553	\$40.17 \$83,545

## AFSCME Salary Schedule – 2.50%, July 1, 2023– June 30, 2024

Grade	1	2	3	4	5	6	7
<b>A11</b>	\$15.60 \$32,443	\$16.38 \$34,065	\$17.20 \$35,768	\$18.06 \$37,556	\$18.96 \$39,434	\$19.91 \$41,406	\$20.90 \$43,476
<b>A12</b>	\$16.42 \$34,150	\$17.24 \$35,858	\$18.10 \$37,650	\$19.01 \$39,533	\$19.96 \$41,510	\$20.95 \$43,585	\$22.00 \$45,764
<b>A13</b>	\$18.24 \$37,944	\$19.14 \$39,804	\$20.11 \$41,820	\$21.12 \$43,925	\$22.16 \$46,098	\$23.27 \$48,405	\$24.45 \$50,846
<b>B21</b>	\$21.01 \$43,701	\$22.03 \$45,829	\$23.15 \$48,159	\$24.29 \$50,533	\$25.52 \$53,086	\$26.79 \$55,730	\$28.13 \$58,507
<b>B22</b>	\$23.75 \$49,391	\$24.94 \$51,877	\$26.19 \$54,475	\$27.49 \$57,185	\$28.86 \$60,030	\$30.31 \$63,054	\$31.82 \$66,190
<b>B23</b>	\$26.50 \$55,125	\$27.83 \$57,880	\$29.22 \$60,769	\$30.68 \$63,816	\$32.21 \$66,996	\$33.83 \$70,356	\$35.53 \$73,895
<b>B24</b>	\$29.26 \$60,859	\$30.72 \$63,905	\$32.25 \$67,086	\$33.88 \$70,468	\$35.56 \$73,963	\$37.34 \$77,658	\$39.21 \$81,556
<b>B25</b>	\$30.72 \$63,902	\$32.26 \$67,101	\$33.87 \$70,440	\$35.57 \$73,992	\$37.34 \$77,661	\$39.20 \$81,541	\$41.17 \$85,634

## MEMORANDUM OF UNDERSTANDING VOLUNTEERS

This agreement is between the City of Springfield (City) and AFSCME Local 1148 (Union). The purpose of this Memorandum of Understanding (MOU) is to establish the parameters for utilization of volunteers in the Operations Division.

The parties agree that the use of volunteers will in no way replace, displace, deskill, or otherwise compromise the current or future Union represented employee's tasks and/or positions. Volunteers are limited to not more than 19 hours per week or 520 hours in any twelve month period. Volunteers are expected to abide by City and Department policies and procedures. Volunteer tasks will be limited to dismantling surplus electronic equipment. Volunteers will perform this work for up to six months. If more time is required, the City and the Union will craft another agreement.

The parties agree to these provisions on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Union:

\_\_\_\_\_  
Robert Finsand, President

\_\_\_\_\_  
Monica Bielski Boris, AFSCME  
Representative

For the City:

\_\_\_\_\_  
Brian Conlon, Operations  
Manager

\_\_\_\_\_  
Chaim Hertz, HR Director

## **MEMORANDUM OF UNDERSTANDING 10-HOUR SHIFT PILOT**

### **THE CITY OF SPRINGFIELD, OREGON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This Memorandum of Understanding (MOU) is entered into by and between the City of Springfield (City) and the American Federation of State, County and Municipal Employees, AFSCME Local 1148 (Union).

The purpose of this MOU is to address the piloting of a four (4) day work week with ten (10) hour days.

#### **Agreement of the Parties:**

1. Effective (July 1 or July 12 b/c of holiday) through October 1, 2021, the City and Union agree to begin a trial four (4) day work week with ten (10)-hour days for Maintenance Tech Crew Chiefs, Maintenance Tech Journeys and Apprentices, Traffic Maintenance Tech Crew Chief, Traffic Maintenance Technician, Traffic Signal Electrician, and Seasonal Maintenance Worker.
  - a. Overtime will be accrued for hours over forty (40) in the work week.
  - b. Union employees assigned to the street sweeping program will remain on five (5), eight (8) hour day scheduling to provide needed program coverage.
2. The Operations Department must maintain Monday through Friday coverage. Management will assign coverage for workdays to be Monday through Thursday, or Tuesday through Friday.
  - a. The workday will be scheduled for ten (10) hours and may occur between the hours of 4:00 AM and 5:00 PM.
  - b. The City has the right to change the schedule from Monday – Thursday to Tuesday – Friday, or Tuesday – Friday to Monday – Thursday, with five (5) working days' notice to employees.
3. Employees will continue to take a scheduled rest break for each four hour block or major part thereof (two hours and one minute through four hours) worked in one work period and one meal period.

4. For Article 18.4, Compassionate/Bereavement leave benefits provided by the city will be a maximum of 40 hours if warranted by the situation.
5. Individuals who call-in sick on days next to a weekend must provide a doctor's note. For example, if you are scheduled to work Monday through Thursday and you are sick on Monday.
6. Holidays and floating holidays will continue to accrue at 8 hours. For the weeks of July 5 – July 9, 2021 and September 6 – September 10, 2021, employees will have a schedule of five (5) days with eight (8) hours each day to accommodate the holidays.
7. The following outcomes will be reviewed to ensure that the scheduling does not impact service:
  - a. Customer service responses
  - b. Impact of reported fatigue
  - c. Usage of vacation and compensatory time and impacts on productivity
  - d. Increase in sick leave utilization
  - e. Impact on overtime
  - f. Workplace injuries
  - g. Completion of required training
8. Any concerns identified by either party shall be brought forward to Labor Management in a timely manner to discuss possible solutions.

This agreement ends on October 1, 2021. This MOU is not precedent setting and neither party is obligated to continue or extend this agreement.

For the City

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Brian Conlon  
DPW Operations Director

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Chaim Hertz  
Human Resources Director

For AFSCME

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Monica Bielski Boris  
Council 75 Representative

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Robert Finsand  
Local 1148 President