

COBEA Negotiations

City's Initial List of Subjects for Joint IBB Review

April 28, 2016 – Submitted 5/26/2016 to COBEA

Article 1 – Recognition:

(4) Clarify timeframe for COBEA review of new/modified positions.

Article 3 – Association Rights:

(2f) Payroll deduction reporting base on existing practice (housekeeping)

(5) Move to Article 13, Salary Administration (or other) (housekeeping)

(8) Association involvement in NEO (discussion topic)

(9) Alignment with CBA and City Policy (housekeeping)

Article 6 – Non-Discrimination:

(1) Clarify/align discrimination language (housekeeping)

Article 7 – Work Schedules:

General housekeeping on titling each Section (e.g., FLSA Workweek, Notification of schedule changes, etc.)

(4f) Clarify accountability for 9/80 split day reporting of time (housekeeping)

New Section: Wellness Program. Consistency on aggregation of rest breaks to lunches.

New Section: Workweek flex schedules clarification (housekeeping)

(9) Telecommuting consistency with City Policy (housekeeping)

(9) Clarification that alternate and/or adjustment of work schedules is non-precedent setting. (housekeeping)

Article 8 - Overtime:

(1) Clarifying list of current FLSA-Exempt positions (housekeeping)

(5) Management discretion due to prior commitments (discussion topic).

Article 9 - Probation:

General housekeeping on titling each Section (e.g., Initial Probation, Termination of Probation, etc.)

(1) Extend duration of probationary period

New Section: Promotion and lateral transfer probation period

Article 10 – Discipline and Discharge:

New Section: Counseling as differentiated from discipline.

(2) Revise types of discipline

Article 11 – Grievance Procedure

(1) Probationary terminations (housekeeping)

New Section: Mediation

Step VI (1) ERB arbitrators from Oregon / Washington

Step VI (1) Striking of names within 10 days

- Step VI (3) Losing party pays as determined by Arbiter.
(3) Arbiter must decide timeliness prior to grievance.

Article 12 – Performance Evaluations:

- (3) Removal of grievances on performance evaluations
New Section: Align review dates with City cycle

Article 13 – Salary Administration:

- (4) Realignment of anniversary dates.
(5) Remove 6 month increase
(6) Add performance based increase according to City's PM cycle
(6) Clarify that amount of increase is one step in existing range
(6) Off-step employees move to nearest higher step in existing range
(7) Clarify promotional increase language to nearest higher step in higher salary range
(7) Move probationary period to Article 9
(7) Eliminate the 6 month probationary increase
(8) New Section: Employees initiated position classification review
(12) Clarify eligibility requirements for temporary out-of-class work.
(12) Clarify waiting period for out-of-class work.
(12) Clarify the difference between task out-of-class and role out-of-class
(12) Remove language regarding eligibility for promotion upon 12 months of out-of-class service

Moved Deferred Compensation to this article. Clarify that changes must be received by 1st of the month for following month. (housekeeping)

New Section: Timesheet accountability

New Section: Overpayments/Underpayments procedures and limitation

Article 14 - Payday:

- Remove outdated citation to 2008 (housekeeping)
New Section: Direct Deposit
New Section: Pay cycle modifications

Article 15 – Personnel Records:

- (3) Remove mail notification (housekeeping)
(3) Clarify written reprimand removal

Article 17 - Seniority:

- (8 sub2) PAF or electronic facsimile (housekeeping)

Article 18 – Leave of Absence:

- (1) Family member definition. – OFLA definition + siblings
(1) Concurrent with OFLA.
(1) Uniform benefit level, 1 day = 8 hours.
(1g) Performance Leave method of receipt cash/leave (housekeeping)
(2) Clarification that absence doesn't create an undue burden (housekeeping)

Article 20 – Sick Leave

- (1) Sick leave pursuant to Oregon law 1.33 per 40. (housekeeping)
- (3) Eligibility per OFLA
- New Section: Create definition of excessive absenteeism
- (6) Remove disability placement, cite new language in Article 22
- (8) Move Section 125 plan to Article 22 (housekeeping)

Article 22 – Health and Welfare

- (7) Remove 1 year termination, add medical layoff
- (8) Modify WC payment terms due to regulations
- (8) Modify WC leave supplements
- Moved Section 125 plan

Article 24 – Clothing, Uniforms, and Personal Safety Equipment:

- (1) Remove “Public Works” limitation (housekeeping)
- (2) Clarify City’s ability to establish rules and procedures for glasses, gloves, boots (housekeeping)
- (3) Limit \$200 OSHA boot allowance to 1 pair

Article 30 – Salary:

New Section: Transition to LEAP, payroll rounding differences, impact is included in the execution of the CBA.

City of Bend Employees Association

Collective Bargaining Agreement

~~7/1/13 – 6/30/16~~
7/1/2016 - DATE

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CITY OF BEND EMPLOYEE ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between City of Bend (hereinafter the City) and the City of Bend Employees Association, (hereinafter the COBEA) for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit.

The mailing address of the City shall be "City of Bend, 710 NW Wall Street, Bend, Oregon 97701". The mailing address of the COBEA shall be "City of Bend Employees Association, P.O. Box 1384, Bend, Oregon 97709".

It is also the purpose of this agreement to promote the mutual interests of the City and its employees and to provide for the operation of the City's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the COBEA as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all employees included in the bargaining unit.

Section 2. Employees who are subject to the terms of this Agreement shall include employees whose job titles are included in the COBEA pay schedule within this Agreement whose positions are (1) Regular full-time and (2) Regular part-time. Management, confidential and supervisory personnel, and any other classified employee mutually agreed upon are excluded. Temporary (employed for less than a year and less than 2080 hours), Intermittent (less than 600 hours in any calendar year), Volunteer (appointment under ORS 657.015, to which the appointee donates services without receiving or expecting remuneration), and Retiree Rehire (employee currently receiving Oregon PERS or other retirement benefits) employees are excluded from the Association. Employees hired into Limited Term positions are subject to the terms of this Agreement, excluding Article 16 – Layoff, and Article 17 – Seniority. Benefits, accruals and other conditions of employment for regular part-time COBEA members who work an average of 20 - 29 hours per week shall be pro-rated at 50% of the level provided to full time members and for part time COBEA members who work an average of 30 - 39 hours per week shall be pro-rated at 75% of the level provided to full time members.

Section 3. The purpose of this Article is to recognize the right of the bargaining agent to represent City employees in the bargaining unit in negotiations with the City.

Section 4. The City, when exercising the right to create or combine positions shall notify COBEA in writing and in a timely manner. COBEA will have 10 business days to formally respond upon receipt of notification by the City. If a dispute exists concerning the appropriateness of inclusion or exclusion of a position, the parties shall meet to discuss the issues within the 10 day period. If, after the 10 day period expires, ~~meeting~~ the dispute remains, either party may petition the Employment Relations Board for unit clarification. Consistent with ORS 243.698. The City will not be precluded from hiring the position at the posted wage, however, the City recognizes the obligation to bargain and honor any interest arbitration decision.

ARTICLE 2 - WAIVER AND SCOPE

Section 1. This Agreement shall not be modified in whole or in part except by an instrument, duly executed by both parties.

Section 2. This contract constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all rights and obligations of the parties.

ARTICLE 3 - ASSOCIATION RIGHTS

Section 1. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of his exercise of these rights.

Section 2.

(a) The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the COBEA. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his obligation along with the grant of equal benefits.

(b) The City, when so authorized and directed in writing by the Secretary of the COBEA on the authorization form provided by the City, will deduct current Association dues from the wages of all employees in the bargaining unit.

(c) The City will not be held liable for check-off errors, but will make proper adjustments with the COBEA for errors in the following pay period.

(d) Any regular employee who is a member of the bargaining unit and has not joined the Association within (30) thirty days of becoming a regular employee shall have deducted from his pay by the City, as a condition of employment, a monthly service fee in lieu of dues in an amount certified to the City by the Association. This service fee shall be used on a pro-rata

basis solely to defray the cost of its services rendered in negotiation and administering the agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

(e) Religious Objection: the parties agree that the provision of ORS 243.666 shall be applied to employees who object to paying fair share payments on bona fide religious tenets or teachings of a church or religious body. An individual employee who establishes such religious beliefs and does not join the Association and objects to paying fair share to the Association based on a bona fide religious tenet or teaching of a church or religious body of which the employee is a member shall not be required to pay dues or fair share payments; but such employee shall be required to pay an amount equivalent to fair share to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City and the Association that this has been done.

(f) The aggregate deductions of all employees together with an itemized statement shall be remitted to the COBEA no later than the tenth (10) of the month following the month for which the deductions were made. The itemized listing of COBEA members list the employee name, description, and shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

Section 3. The Association agrees that members of the Association selected to serve as official representatives will be certified in writing to the Human Resources Manager. Association representatives shall be expected to perform their duties on their own time but, they, with their immediate supervisor's approval, may be granted time off with pay to perform their duties as long as the requests are reasonable and do not unduly disrupt the operations of the City.

Section 4. Five (5) employees appointed by the COBEA as members of the COBEA's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City. All City-paid work time authorized by this agreement spent performing COBEA related activities shall be recorded as such on the employee's time record. Regular work time spent performing COBEA related activities but not authorized as City-paid in this agreement shall be charged against the employee's accrued leave.

~~Section 5. The City of Bend shall make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the payroll office of changes in deductions. [Moving to Article 13]~~

Section 6. The City shall maintain reasonable (number, size and location) bulletin board space designated for the exclusive use of the COBEA in communicating with Association members restricted to Association business, training benefits, education or other COBEA announcements. The Association shall limit its posting of notices and bulletins to such bulletin board space; all postings will be stamped with Board approval prior to posting. The Association

shall periodically clear the board of outdated materials. All such postings shall promote good relations between the parties and be non-inflammatory in nature.

Section 7. The City agrees to inform all new bargaining unit Employees of the COBEA's exclusive representation status and shall provide all new employees with a digital version of the City's Employee Handbook.

Section 8. A representative of the Association shall be allowed informational welcome time at each new employee orientation. Human Resources shall notify the Association President ahead of time, when the new employee orientation is scheduled so that arrangements can be made for a COBEA representative to attend.

** Table Discussion Topic: Not occurring currently. How do we want to proceed with the next CBA?

Section 9: The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email use constituting public business includes such labor relations activities as described below. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

- (a) Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);
- (b) Scheduling meetings among Association Officers (date, time, place and agenda);
- (c) Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is sent); and/or
- (d) Communication between the Association attorney, Certified Association Officers and City Officials.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on-duty use of

email for labor relations purposes (sending/reading) to a minimum.

The parties recognize that use of the City's email systems outside of what is authorized in this Section is considered a violation of policy, and the parties agree that any violation of this limited exception for the use of the City's email system may result in discipline, up to and including termination.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all their customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The rights of employees in the bargaining unit and the COBEA hereunder are limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the terms of the Agreement. Should the City need to use the expedited bargaining process as required by ORS 243.698, the parties agree to modify section 4 in that the bargaining need not take more than thirty (30) days and mediation is waived, unless the parties mutually agree to utilize it. After 30 days, if it wishes to do so, the City can implement all or part of its final offer.

ARTICLE 5 - CITY SECURITY

Section 1. The COBEA and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppages, slowdown, picketing, or any other restriction of work except as provided by law. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the COBEA or by any other labor organization when called upon to cross such picket line 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. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the COBEA will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

ARTICLE 6 – NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all -employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national

~~origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation or gender identity, expunged juvenile record, genetics or other protected status unrelated to job performance. age, marital status, race, color, sex, creed, religion, national origin, political affiliation, union affiliation, or mental/physical limitations unrelated to job performance.~~ Each party shall share, within the limits of their responsibility, the application of this provision of the Agreement.

Section 2. The City and the COBEA agree not to discriminate against any employee for his activity or non-activity on behalf of, or membership in the COBEA.

Section 3. All references to employees or officers in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 - WORK SCHEDULES

Section 1. FLSA Workweek. The regular workweek shall consist of seven (7) consecutive days. The workweek shall start at midnight on Sunday and end at 11:59 PM on Saturday. The workweek shall include a minimum of two consecutive days off. Alternate workweeks may be established with mutual agreement between the parties.

Section 2. Notification of Schedule Changes. Established regular work schedules will not be changed with less than five (5) working days advance notice, except where an emergency exists.

Section 3. Preparation/Clean Up. The workday is defined as a twenty-four (24) hour period, commencing at 12:00 midnight on the employee's scheduled shift day. Each shift shall have regular starting and quitting times. Within the workday, clean-up time for City equipment and tools is at the discretion of the employee's supervisor. Personal clean-up time shall be provided up to a maximum of fifteen (15) minutes at the end of the scheduled shift. Personal clean-up time shall be afforded only when necessitated by the nature of the work assignment and shall not be provided for any purpose other than to clean personal property required for on-the-job performance or City property assigned for personal use. An employee is expected to be properly dressed and ready for work at the beginning of the work shift, and to work until the end of the assigned shift unless otherwise directed.

Section 4. Regular Work Schedules. The work shift for full-time employees shall consist of one of the following:

- (a) an eight (8) -hour work period exclusive of authorized meal periods.
- (b) a ten (10) -hour work period exclusive of authorized meal periods.
- (c) A bi-weekly work schedule consisting of four (4) consecutive ten (10)-hour days on with three consecutive days off, followed by five consecutive eight (8)-hour workdays with two (2) consecutive days off.

- (d) an eight (8)-hour work period inclusive of a paid thirty (30)-minute meal period, any portion of which falls between 6:00 pm and 6:00 am, and the entire period from 6:00 pm Friday until 6:00 am on Monday.
- (e) A ten (10)-hour work period inclusive of a paid thirty (30)-minute meal period, any portion of which falls between 6:00 pm and 6:00 am, and the entire period from 6:00 pm Friday until 6:00 am on Monday.
- (f) A 9/80 schedule which consists of working eight days of nine hours, one day of eight hours, with the tenth day off (flex day) in a two week period. The workweek for employees on a 9/80 schedule runs for seven days. The beginning of the work week is the midpoint of the first eight hour day and runs for seven consecutive days ending at the midpoint of the seventh day.

The employee's schedule maintains regularly scheduled work hours of no more than 40 per workweek.

There are four variants of this schedule as shown below:

9/80 – First Friday Off

Mon	Tue	Wed	Thur	Fri	Sat	Sun
9	9	9	9	0 / 0	0	0
9	9	9	9	4 / 4	0	0

9/80 – Second Friday Off

Mon	Tue	Wed	Thur	Fri	Sat	Sun
9	9	9	9	4 / 4	0	0
9	9	9	9	0 / 0	0	0

9/80 – First Monday Off

Mon	Tue	Wed	Thur	Fri	Sat	Sun
0 / 0	9	9	9	9	0	0
4 / 4	9	9	9	9	0	0

9/80 - Second Monday Off

Mon	Tue	Wed	Thur	Fri	Sat	Sun
4 / 4	9	9	9	9	0	0
0 / 0	9	9	9	9	0	0

* The workweek begins at the midpoint of the eight-hour day [noted as / in the above examples]. Each workweek is scheduled for 40 regular hours.

Assignment of the 9/80 schedule is at the sole discretion of the City and must be voluntarily agreed to by the employee.

Employees authorized to work a 9/80 schedule must receive prior written approval to modify any part of their regular work schedule from the supervisor prior to working any modified hours. Employees are responsible for designating which workweek hours are worked on the split work-week day (e.g., the 4/4 day) on their timesheets.

Transition to and from a 9/80 schedule requires management consultation with Payroll in order to ensure accurate payment of wages.

All employees on 9/80 schedules will receive a memorandum containing the terms of the schedule and will sign it indicating understanding of the terms.

When a City Holiday falls on an employee's regularly scheduled nine hour day, the employee must account for the additional hour of scheduled work in one of the following options:

- (a) Use accrued vacation, holiday, or compensatory time.
- (b) Receive approval from their supervisor to add the hour of work onto another day within the same workweek.
- ~~(b)~~

The paid lunch period in items (d) and (e) is not applicable to overtime worked that is either an extension of a regular work shift described in (d) and (e) or separate from an employee's scheduled regular work hours.

Part time employees will have an established work schedule that may not correspond with the work schedules described above.

Section 5. Lunch Period. All full time employees' schedules shall provide for a thirty (30) or sixty (60) minute unpaid lunch period as determined by the division manager or designee, except as provided in Section 4 (d) and (e). The work schedule for part time employees working six consecutive hours or more per shift shall provide for a 30 or 60 minute unpaid lunch period as determined by the division manager or designee. The division manager or designee may require employees to exercise their lunch periods at various City locations in order to avoid lost work hours because of travel time. Such locations shall be equipped with basic sanitary facilities.

Each employee is expected to take the appropriate amount of time for each break and lunch period.

Section 6. Break Periods. All full time employees' work schedules shall provide for a twenty (20) minute rest period during each one-half (1/2) shift. Employees who are afforded a rest period, who by choice do not exercise that right, shall not be entitled to any form of compensation in lieu of the authorized rest period. Part time employees who work less than an eight (8) hour work shift shall be provided a 20-minute rest period during each four (4) hour work period.

Section 7. Wellness Program. Employees may, with prior supervisory approval, reduce their twenty (20) minutes rest periods in Section 6 by 10 minutes each (for a total of 20 minutes) and

aggregate the 20 paid minutes to their unpaid lunch period in Section 5 for the purpose of wellness activities such as attending physical fitness classes, facilities or other related programs. Under no circumstances shall the transfer of these minutes result in more City paid time off work than would have otherwise been authorized under Section 5 & 6. By electing this option, employees must also take their remaining 10 minute rest periods pursuant to Section 6.

Section 8. Employee Hour Substitution Requests Within a Work Week. Employees may request to work fewer hours than scheduled on one day in an FLSA workweek and make up for those hours by working an equivalent number of additional hours on another day in the same FLSA workweek. Such scheduling is subject to the approval of management, and regardless of any other provisions of this agreement, will not result in overtime pay or any additional costs to the City.

Section 9. Alternate Regular Work Schedules. Any work schedule other than those described in Article 7, Section 4, used for more than a week, shall be put in writing, approved by the employee's direct supervisor outside the bargaining unit, the department head and Human Resources. A copy signed by all parties shall be placed in the employee's personnel file.

Alternate work schedules include a flexible work schedule which is a work schedule, which varies the number of hours, worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek.

Telecommuting for all or part of a workday is an alternate work schedule and must be in compliance with City policy.

An employee may be assigned or an employee may request to work an ongoing alternate work schedule if such is mutually agreed upon in advance by the employee and the City.

Alternate work schedule agreements shall be valid for a period up to one (1) year from the date of initiation. Upon the conclusion of one (1) year, a review of the agreement will be completed by employee and department manager or designee to discuss renewal or termination of the agreement. A request to adjust or terminate the agreement by either employee or management may take place at any time prior to the one (1)-year anniversary date. Management reserves the right to terminate the agreement at any time; however, flexible work schedules will not be changed with less than ten (10) working days' advance notice, except where an emergency exists. Additional notice may be provided.

The parties agree that use of alternative schedules under this section does not set precedent for agreement to future schedules.

ARTICLE 8 – OVERTIME

Section 1. As used in this Agreement, for full time employees overtime shall mean that time an employee is authorized and directed to work: a) in excess of their regularly scheduled hours for the day; or b) in excess of a mutually agreed upon daily flexible schedule; or c) on any regularly

scheduled day off; or d) in addition to a scheduled forty (40) hour shift week. For the purpose of determining overtime due for hours worked in excess of the regularly scheduled hours for the day, sick leave shall not be considered hours of work. Overtime for part time employees shall be that time the employee is authorized and directed to work in excess of forty (40) hours in a work week.

Employees appointed to the following positions are not subject to the overtime provisions of this Article:

- Application Analyst
- Business Analyst
- ~~GIS Analyst~~
- ~~Network Administrator~~
- ~~Performance Analyst~~
- Senior Network Administrator
- ~~Network Administrator~~
- ~~GIS Analyst~~

Section 2. Overtime shall be computed to the nearest quarter hour.

Section 3. Overtime, whether taken as pay or time off, shall be compensated at the rate of time and one-half (1-1/2) the regular pay.

Section 4. Compensatory time may be accrued by agreement between the City and the employee. Such time off shall be granted at the rate of time and one half (1-1/2). Employees shall accurately record on their time sheet the agreed upon designation. The maximum compensatory time that an employee can accumulate is 80 hours. ~~The City shall contribute the cash equivalent of all additional compensatory time hours in excess of the 80-hour maximum into the employee's VEBA account on a monthly basis.~~ [Bargaining Note: Cadillac Tax risk]. Employees may request pay out of compensatory time. Granting of compensatory time payout is at the discretion of the City.

Section 5. Overtime shall normally be voluntary unless an insufficient number of qualified employees volunteer, whereupon, overtime work will be assigned. ~~Consideration will be given to employees with prior commitments that would conflict with the overtime period.~~

Section 6. An employee who is not assigned to standby time/on call under Section 7 and who is called back to work outside the assigned work shift shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for a minimum of two (2) hours. If the call out occurs one (1) hour or less before or after the start of the work shift the overtime worked shall be considered an extension of the work shift and be compensated as such.

Section 7. The City will, in its sole discretion, determine which employees are eligible to be assigned standby based on the employees' ability to reliably respond to the operational requirements of the City.

Standby time/on call is defined as any time an employee is required to stand by to respond if contacted by telephone or pager for duty while off duty. If called out for duty, the employee shall respond within the time limit established by the department. The employee shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay for two hours for each 24-hour period of standby time plus time and one-half (1-1/2) for the actual hours worked. Multiple occurrences of "actual hours worked" that fall within the same 15 minute time period shall be considered a single 15 minute increment.

Compensation for standby time/on call on a holiday shall be time and one-half (1-1/2) the employee's regular rate of pay for four (4) hours plus time and one-half (1-1/2) for the actual hours worked.

If the employee does not respond (answer phone, pager or arrange for alternate responder) to a standby notification or does not respond within the time limit established by the department the standby employee forfeits the two hours of standby pay typically allotted for that 24-hour period. In addition, the employee disciplinary process may be initiated.

Standby/on call duty is a requirement for designated COBEA represented positions. Each division may require standby/ on call duty and shall maintain a list of qualified personnel.

ARTICLE 9 - PROBATION

Section 1. Initial Probation. All employees who are appointed to a COBEA represented position shall serve the initial ~~twenty-four~~ (1224) months of employment on probationary status to determine his or her suitability for continued employment. The initial probationary period shall begin when an employee is appointed to a COBEA represented position. Transition from initial probation to regular status may occur prior to 24 months at the City's sole discretion. Employees hired into Apprenticeships in the Water Reclamation Facility shall serve an eighteen (18) month probationary period.

Section 2. Termination of Probation. The City may remove an employee at will within the probationary period if, in the opinion of the City, the employee is unable or unwilling to perform the duties in a satisfactory manner or that the employee's habits and dependability do not merit continuance as an employee. There shall be no grievance procedure for employees removed during the probationary period.

Section 3. Promotional and Lateral (Transfer) Probation. Upon promotion or lateral transfer, employees shall serve a 12 month probationary period to determine his or her suitability for continued employment in the classification to which he or she was promoted (or transferred). A lateral transfer is defined as the movement between two positions of equal salary ranges.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used except when the nature of the problem requires more immediate action. An employee shall not be disciplined or discharged without cause.

Section 2. Counseling. Forms of evaluation and counseling are not considered discipline and may not be protested through the grievance process. Examples may include directives, letters of confirmations of verbal counseling or letters of expectation. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling can be maintained in the supervisory file for review for yearly evaluations, but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in his/her supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling document. Nothing in this Section shall be construed to prevent or prohibit the City from discussing operational matters informally with employees.

Section 32. ~~Progressive-Formal Discipline.~~ Formal discipline shall normally consist of the following which will be documented by written memo reciting the date and reasons for the discipline:

- ~~(a) Oral warning — Use notice form, Appendix A~~
- ~~(b) Written warning~~
- ~~(c) Suspension and/or demotion~~
- ~~(d) Discharge~~

- a) Written Reprimand
- b) Unpaid Suspension
- c) Disciplinary Demotion
- d) Discharge

Section 3. Delivery of Discipline. Formal ~~D~~disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees and the public.

Section 4. When the City intends to take formal disciplinary action involving discharge or suspension, the City shall notify the employee and the COBEA in writing of the charges against the employee and the proposed disciplinary action. The City shall provide the employee and the COBEA with the opportunity to respond to the charges at a meeting with the supervisor or person having authority to impose the proposed disciplinary action. The meeting shall be held at a mutually agreed upon time but no later than 10 calendar days from the initial notice to the employee.

Section 5. In order to assure that employees have adequate forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct, employees will not be subject to discipline under amended or new policies until they have been afforded an opportunity to read the policies on duty and/or receive appropriate training on the policies.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. A grievance for the purpose of this Agreement is defined as a dispute between the parties to this agreement regarding the terms of this Agreement, and shall include such a dispute between an individual COBEA member and the City. Probationary terminations in Article 9 are excluded from the grievance procedure.

Section 2. The employee and COBEA steward shall, subject to work requirements and approval of the department head or designee, be granted release time with pay for investigation of potential grievances. Release time requests shall be submitted in writing to the work area supervisor and shall specify dates and time periods. Permission for release time shall not be unreasonably withheld. The supervisor shall forward a copy of the approved release time request to Human Resources. All City-paid work time authorized by this agreement spent performing COBEA related grievance activities shall be recorded as such on the employee's time record. Regular work time spent performing COBEA related grievance activities but not authorized as City-paid in this agreement shall be charged against the employee's accrued leave.

Section 3. It is the intent of both the City and the COBEA, that whenever possible, grievances between the parties to this Agreement shall be resolved informally and in an amicable manner. When informal discussions have not resulted in a resolution of the grievance, the parties agree to the procedures outlined in this Article.

For grievance process purposes, days shall be counted on a Monday through Friday workweek and shall exclude Saturdays, Sundays, and City recognized holidays.

Any employee, with COBEA representation may pursue a grievance under this Article. The COBEA may pursue a grievance through all steps of the grievance procedure.

Step I. The grievant shall discuss the grievance with the immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof, or of knowledge thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than ten (10) days after the grievance is first discussed.

Step II. If, after ten (10) days from the date of receipt of the immediate supervisor's reply, the grievance remains unresolved, the grievant shall submit written notice to the supervisor with a copy to the COBEA including: (1) a statement of the grievance and relevant facts upon which it is based; (2) specific provision(s) of the contract violated; and (3) the remedy sought. The supervisor shall respond to the grievant in writing within ten (10) days of receipt of the written grievance. The supervisor's response shall include a statement of the supervisor's decision and the relevant facts and contract provisions upon which it is based.

Step III. If the grievance is unresolved, it may be submitted within ten (10) days from the date of receipt of the supervisor's reply, to the appropriate Department Head. Within ten (10) days of receipt of the unresolved grievance, the Department Head shall meet with the immediate supervisor and the grievant, who may request a COBEA representative at the hearing. The Department Head shall respond to the grievance in writing within ten (10) days of the meeting.

Step IV. If the grievance remains unresolved by the Department Head, it may be submitted within ten (10) days from the receipt of the Department Head's written reply to the City Manager. Within ten (10) days of receipt of the grievance, the City Manager shall meet with the grievant, COBEA representative, and the Department head. The City Manager shall respond in writing within ten (10) days of the meeting. If the grievance is related to a performance evaluation, the City Manager may designate the Human Resources Manager to act in his behalf.

Step V. Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step IV, the Association will submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

Step VI. If the grievance remains unresolved by the City Manager, the grievant with the COBEA's approval, shall have fifteen (15) days from receipt of the City Manager's written response to serve notice to the City Manager, in writing, of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, he shall be chosen in the following manner:

(1) A list of seven (7) members of the Oregon State Conciliation Services with the ERB who reside in Oregon or Washington shall be requested and the parties shall alternately strike one name from the list, until only one is left. The arbitrator list shall include only those arbitrators who are permanent full time residents of Oregon. The first strike shall be determined by lot. The remaining name shall be the arbitrator selected. Parties will strike names within 10 days of receipt of the list from the ERB.

(2) The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days. The arbitrator's decision shall be in writing and shall set forth finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision may also provide retroactivity to the original date of the Agreement. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated; he shall have no authority to alter, modify, vacate, or amend any terms of the agreement, or to decide on any condition which is not specifically treated in this Agreement. Insofar as the decision of the arbitrator is within the scope of his authority, as described above, and is based on substantial evidence, his decision shall be final and binding on both parties.

(3) The costs of the arbitrators shall be borne equally by the parties by the losing party as determined by the Arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.

~~(4) Any information, material or testimony of witnesses not previously made known by one party to the other party to the conclusion of the City Manager's deliberations in Step IV may not be used in arbitration.~~

Section 4. Any time limits specified in the grievance procedure may be waived in writing by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will permit the Association to proceed to the next step. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue. ~~meet time lines set forth in the contract shall enable grievant to receive remedy sought in Section 3 Step II.~~

A grievance may be withdrawn at any time upon receipt of a signed statement from the grievant.

ARTICLE 12 - PERFORMANCE EVALUATIONS

Section 1. Evaluation Period. Every employee shall receive a performance appraisal no less than annually within 30 days of the employee's review date, except when extenuating circumstances exist (such as serious illness or a death). In such cases, an alternate time will be established, documented in writing, and signed by the employee and the department head or designee.

Section 2. Employee Comments. The employee shall have the opportunity to provide comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at that time.

~~Section 3. The content of performance evaluations shall be subject to the grievance procedure only through Step IV, City Manager, or the Human Resources Manager if so designated.~~

ARTICLE 13 - SALARY ADMINISTRATION

Section 1. Management has the right to determine personnel actions such as promotions, transfers, and assignments.

Section 2. New Hires. New regular employees are normally hired at the first (1st) step of the range of their classification. Hiring rates above the first step for exceptional qualifications or in periods of low availability of qualified applicants must be approved by the City Manager.

Section 3. Each Association member shall be paid at one of the steps in the salary schedule for the employee's job classification set forth in Schedule 1, a copy of which is attached hereto and incorporated by reference herein.

Section 4. For purposes of salary administration, an employee shall have a performance review date of the beginning of the pay period that is nearest the employee's anniversary date. ~~or six months following the anniversary date, whichever is appropriate.~~

During the term of the CBA, The City may modify the employee's anniversary date to a different calendar-based date within a repeating twelve-month cycle at its sole discretion in order to implement organizational performance management improvements.

~~Section 5. Six Months Service. Employees shall be considered for advancement one (1) step in salary following six (6) months of satisfactory performance from their anniversary date. Also, participation in the Public Employees Retirement System or Oregon Public Service Retirement Plan (OPSRP) will be required at this time.~~

Section 6. Annual Increases. All regular employees who are below the sixth step for their classification shall be considered for a performance based merit increase ~~following each twelve (12) months of continuous employment in the same classification according to the City's performance management cycle.~~ These increases are not automatic. Work records will be reviewed by the department prior to recommendations. The division manager shall recommend any merit increase and it shall be forwarded to the department head and then to the City Manager or his designated officer for appropriate actions. The amount of annual increases shall be one step of their existing salary range. Off-step employees amount of annual increase shall be to the nearest higher step in their existing salary range. All denials must be documented. Please refer to Article 30 for additional information.

Section 7. Promotions. When an employee is promoted to a position ~~in a~~with a higher salary range, he/she will receive a salary increase to the nearest higher step in the higher salary range. equal to at least one (1) pay increment in the pay plan. ~~Promotions shall be subject to a 6-month probationary period beginning on the date of promotion. [Move to Article 9, Probation]~~

~~Upon promotion, an employee's salary review date shall be six (6) months from the date of promotion. Thereafter, consideration for salary increases will follow each twelve (12) months of service from the date of promotion until he reaches the maximum for that classification.~~ If an employee is promoted and does not meet the requirements of the new position, the City may return the employee to his/her former position provided a vacancy exists in that previous position.

Section 8. Position Reclassification. When warranted by a substantial, non-temporary increase in the complexity of duties or level of responsibilities assigned to a position, such position shall be reclassified to an appropriate classification in a higher salary range, or the higher level duties reassigned by the City. If the position is filled at the time of reclassification, the employee's salary shall be adjusted by assigning the employee to, a step equal to or the nearest higher step in the new pay range, relative to the employee's current pay rate. Upon reclassification, an employee's salary-performance review date shall remain the same. ~~Thereafter, consideration~~

~~for annual increases will follow each twelve (12) months of service until he reaches the sixth step for that classification.~~

Employees who believe they are working in a higher classification must initiate a request for position classification review to the City Human Resources Department by completing the Position Description Questionnaire (PDQ) form. No retroactive liability will be assessed to the City for any higher-classification requests made prior to the date of submission of the PDQ to the Human Resources Department and the remedy of any such grievances shall be limited to the date of submission of the PDQ to Human Resources.

Section 9. Transfers. When an employee is transferred from a position or classification to another position or classification in the same salary range, his/her pay and salary review date shall remain the same.

Section 10. Salary Range Adjustments. When a classification is moved to a different range as a result of a change in prevailing rates for that class of work, salaries of individuals within that classification shall be adjusted as negotiated between COBEA and the City.

Section 11. Out-to-Cycle Merit Increases. When the progress or performance of an employee below the maximum rate of his classification has been outstanding, they may be recommended for additional increases within the salary range for their class of work. Such increases, if approved, will not affect the employee's salary review date.

Section 12. Temporary Work Out of a Higher Classification. An employee assigned to perform the major distinguishing duties of a higher classification and/or to replace another employee in a higher classification, and to perform a majority of the principal duties of that classification for a period of more than one regular workday shall receive a five percent increase from their base rate for all hours worked. This premium does not apply in situations where the employee is performing higher level duties for the purpose of professional development where the employee has volunteered in writing.

[Bargaining Note, City has a mixed practice regarding the one day waiting period and will be clarifying this for supervisory staff at the conclusion of negotiations].

~~An employee who believes he is working out of class shall notify his supervisor immediately in writing.~~

Compensation for the out of class pay shall occur no later than 30 working days, including COBEA paid holidays, after the original date that the out of class work began, and shall be retroactive back to the first qualified day of out of class work.

When an employee works in a higher classification during all hours worked in an FLSA work week or longer period of time, the employee will be paid the higher classification rate for all hours in pay status.

Such temporary assignment shall normally be up to six (6) months, but for no longer than 12 months. ~~Any employee that has worked out of class for 12 months shall be eligible for promotion according to Article 14, Section 6 if a vacant authorized position exists.~~

~~The City of Bend liability for retroactive pay shall be limited to one (1) year from the date of the original out of class notice.~~

Section 13. Notice. The City shall take reasonable steps to afford members of the bargaining unit notice of all full-time regular job openings within the City.

Section 14. Spanish Language Premium Pay. Association members who are proficient in Spanish will receive an additional \$1.15 added to the member's base hourly rate of pay. The premium shall be paid for all hours worked, including overtime.

All work time requiring the use of Spanish will be recorded for the purpose of determining the need for Spanish language services and the adequacy of the rate of compensation. Time will be recorded in 15-minute (one-quarter hour) increments. If fewer than five (5) minutes is required, no time will be recorded; five (5) to nineteen (19) minutes will be recorded as one-quarter hour; twenty (20 to thirty-five (35) minutes will be recorded as one-half hour and so on. The COBEA and management will jointly establish criteria and testing to determine eligibility. The City reserves the right to cap the number of certified employees eligible for Spanish language premium pay.

Section 15. Classification and Compensation Review. The COBEA may petition the City to conduct a classification and compensation review of positions. Upon receipt of a written request to the Human Resources Department and department head, which specifies the positions and the grounds upon which it is based, the COBEA and the City will meet within 30 days to jointly determine how to proceed taking into consideration the following: number of positions, length of time since the positions were previously analyzed, availability of City resources (staffing and funding) to perform the work, and other relevant factors.

Section 16. Deferred Compensation Plan: ~~The City of Bend shall make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the payroll office of changes in deductions. Deductions will be implemented on the 1st of the month following date of submission pursuant to plan provisions.~~

Section 17. Timesheet Accountability. ~~Employees are responsible for ensuring that their timesheets are complete and accurate and submitted by the deadline.~~

Section 18. Overpayments and Payments in Violation of the Agreement. ~~An employee receiving unauthorized payments has the obligation to call such error to the attention of the City Payroll office. As soon as the overpayment is known, the City will make every effort to recover such overpayment, by payroll deduction over a reasonable period of time as determined by the Payroll Manager. When an error occurs which results in a negative impact on the employee, upon notification by the employee, and verification by the Payroll office, payment in correction of the error shall be made in the employee's paycheck for the current pay period.~~

The City of Bend liability for retroactive pay shall be limited to one (1) year from the date of the original out of class notice.

ARTICLE 14 - PAYDAY

Section 1. Payday shall be twice monthly: on the fifteenth (15th) of each month or the last working day prior to the fifteenth (15th) and the last working day of each month.

Section 2. As a condition of employment, all new employees shall be required to enroll in the City's direct deposit payroll system in lieu of receiving paper paychecks.

Section 3. The City reserves the right to modify the existing payroll cycle from semi-monthly to bi-weekly. The parties agree that there is no duty to bargain the impact of this payroll cycle change at any point in the future.

~~Section 2. Effective December 26, 2008, employees shall receive the appropriate hourly rate of pay for hours worked as provided in Appendix A.~~

ARTICLE 15 - PERSONNEL RECORDS

Section 1. Each employee shall have the right to review the contents of their own personnel file. At the employee's option, they may request to be accompanied by a COBEA representative of his choosing when reviewing their file. The official employee personnel files are those files maintained by the Human Resources Department.

Section 2. Access to a COBEA member's file shall be limited to only the individual employee involved and/or his designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files, provided such access or denial of access does not conflict with the provisions of Oregon's Public Records Law.

Section 3. No material, which in any form can be construed, interpreted, or acknowledged to be derogatory towards the employee, shall be placed in an employee's official personnel record that does not bear the signature of the employee. The employee shall be required to sign such material provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

A copy shall be furnished to the employee on request.

If the employee refuses to sign the document, the document can be placed in the employee's personnel file with a notation of the refusal. A copy shall be delivered to the employee at work, ~~or furnished to the employee via registered US postal mail.~~

An employee may request and have removed from his or her personnel file any ~~letter of~~ Written reprimand which is more than two (2) years old.

An employee may request and have removed from his or her personnel file any single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old.

If there is more than one letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent letter if more than five (5) years old. At that time, it and all previous disciplinary letters may be removed from the employee's personnel file upon request.

Performance evaluations shall be exempt from the conditions of this article.

ARTICLE 16 – LAYOFF

Section 1. In the event a layoff or furlough is necessary, City management shall determine the department/divisions and the classifications in which staff reductions are required. Employees shall be laid off in inverse order of their City seniority, as defined in Article 17, in the identified department/ division(s) and classifications(s). In the case that two (2) or more employees subject to layoff share the same City seniority date, the employee with the least classification seniority shall be laid off first.

Section 2. Definitions used in this article:

- (a) Department/division shall be identified by the numeric codes and descriptions used in the City of Bend financial records system, for example, 3040 is the Current Planning Division of the Community Development Department.
- (b) Classification shall mean position as listed on the COBEA Pay Schedule and as used in the City's Payroll/Personnel system.
- (c) The department/division an employee is assigned to shall be the department/ division to which the classification held by the employee is listed in the Authorized Position List of the adopted City of Bend budget.

Section 3. Employees shall be laid off in the inverse order of their City of Bend seniority. Seniority shall be determined according to Article 17. Competition for retention based upon City seniority shall be limited to other employees holding positions in the same classification within the affected department/division. A layoff out of inverse order to seniority may be made if in the City's judgment, retention of special job skills, knowledge or abilities are needed to perform the operations of the City. The City will provide a written explanation upon request.

The City will attempt to give the Association and employees affected by a layoff notice of the layoff at least thirty (30) days prior to the effective date of the layoff, however, in no event shall the City give less than 15 days' notice. The City will meet and discuss the layoff with COBEA upon request.

Employees to be laid off may bump an employee with lower classification seniority in a position the employee to be laid off has previously held.

Within an affected Department/Division, temporary, probationary, intermittent, retiree rehire, and apprentices who occupy budgeted positions will be terminated before regular employees of identical classification.

Section 4. Any employee who is laid off shall be considered first for positions, which are open in a classification within the bargaining unit. Employees shall be qualified to fill the opening.

Section 5. Employees shall be called back from layoff in the reverse order from which they were laid off in the classification from which the employees were laid off within the department/division. Employees shall be notified of recall to employment by certified mail, return receipt requested, at their last known address and must respond within fifteen (15) calendar days of the postmark date on the certified mail receipt that they are accepting the offer of employment under the terms specified in the offer. Such response shall be in writing. Employees who do not respond in the prescribed manner shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position. Acceptance or rejection of an offer of temporary employment during layoff will not affect an employee's status on the layoff list.

Section 6. Employees who are recalled/rehired from layoff status shall be qualified to fill the opening. Employees whose certifications have lapsed while on layoff will be given 30 days to renew their required certifications, unless extended by mutual agreement. In the event the work of the position cannot be performed without certification(s), the City reserves the right to fill the position immediately with a certified individual on a temporary basis until the laid off employee can obtain certification. Employees who do not renew the required certification(s) within six (6) months of notice shall no longer be eligible for recall.

Section 7. Employees recalled or rehired from layoff shall be entitled to credit for service prior to layoff for purposes of seniority, sick leave, vacation leave and other seniority-related benefits. Recalled employees will start securing benefits at the same rate as when they left City employment in layoff. Employees recalled from layoff shall:

- (a) Immediately begin to accrue vacation at the appropriate rate.
- (b) Have the sick leave balance at layoff date reinstated, and immediately begin to accrue sick leave as if there had been no break in service.
- (c) Receive holiday pay from date of re-employment, as they occur. The floating/personal holiday will be pro-rated from date of rehire.
- (d) If laid off without completing a probationary period, shall be credited with the amount of probationary time served and will be required to satisfy only the portion that remained at the time of layoff.

Section 8. The City shall be subject to the call back provisions according to seniority until a twelve (12) month lapse has occurred since an employee was originally laid off.

ARTICLE 17 - SENIORITY

Section 1. "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service with the City since last date of hire.

Section 2. Classification seniority, for layoff purposes, is determined by the length of an employee's cumulative service in the classification held at time of layoff since last date of hire at the City. Employees in classifications that have been re-titled or reclassified by the City shall retain seniority through any such changes.

Section 3. By October 1 of each year and upon request by the COBEA, the City will provide the COBEA with a copy of the bargaining unit seniority list showing last date of hire and date of last promotion to present classification (only for employees sharing the same City seniority date). Corrections noted by the COBEA shall be brought to the attention of the Human Resources Manager or his/her designee within thirty (30) days. Seniority shall be determined by:

1. Hire date; if tie, then,
2. Length of time in classification; if tie, then,
3. Any further ties or disputes shall be determined by a onetime lottery.

If no one protests the seniority shown on their behalf by November 15, each classification seniority list shall stand as conclusive evidence of each person's seniority until the next annual seniority listing.

Section 4. "Continuous Service" is defined as that service unbroken by separation from City employment. Employees returning from military leave, layoff or leave of absence without pay shall be entitled to credit for service prior to leave or layoff.

Section 5. An employee shall lose all seniority in the event of voluntarily quitting or discharge.

Section 6. If an employee moves into a lower classification previously held, he or she, may bring forward any previous classification seniority earned in that classification.

Section 7. Seniority shall not be lost for paid leave of any duration and unpaid leave thirty (30) consecutive calendar days or less. Period of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority except for FMLA/OFLA, military leave, and leave without pay resulting from job related illness or injury.

Section 8. Effective upon ratification, employees shall also receive classification seniority for time spent acting in capacity under the following conditions:

1. An out of class assignment that is for a minimum of thirty (30) consecutive workdays and no longer than twelve (12) months as defined in Article 12, Section 12.
2. The acting time is documented on appropriate Human Resources Personnel Action Form (PAF) documentation or electronic facsimile.

ARTICLE 18 - LEAVE OF ABSENCE

Section 1. Leave of Absence ~~With~~with Pay. Employees may request a leave of absence with pay. No leave of absence with or without pay shall be granted unless a request by the employee is submitted and approved by the Department Head in accordance with this Agreement prior to the beginning of the leave period. Each request will be considered and judged on its own merits and the following guidelines used by the Department Head with the concurrence of the City Manager. Leave provided in this section is concurrent to any leaves provided under OFLA. Family member is defined as provided by OFLA. (OAR 839-009-0210(7)). For the purposes of this Article, one work day equals 8 hours.:

- (a) Bereavement Leave: In the event of a death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) working days with pay per occurrence, provided that travel to attend the service or other responsibilities exceeds 250 miles, the employee will be granted an additional eight (8) hours of leave of absence. ~~For the purpose of this Section, immediate family is defined to include spouse, registered domestic partner, parents, children, children of the registered domestic partner, siblings, grandparents, grandchildren, in-laws of such relationships, step-children, step-parents, parents of the registered domestic partner, other close relatives who reside in the employee's household, and other persons with whom the Human Resources Director reasonably determines that the employee has a significant personal relationship.~~
- (b) Funeral Participation: When an employee serves as a pallbearer, speaker or usher for a funeral ceremony, he will be granted a leave of absence with pay for the time required to attend up to one (1) day.
- (c) Witness or Jury Duty: When a City employee is called for jury duty or subpoenaed as a witness on behalf of the City or in a case involving the City, he/she will not suffer any loss of compensation. All monies received for witness or jury duty will be surrendered to the City. Employees will report for work when less than a normal workday is required by such duty.
- (d) Educational Leave: Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required and approved by the employee's Department Head or designee.

- (e) Official Leave: Leave with pay shall be granted for actual work time missed for an appearance on the City's behalf, connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness if required by the City. Employees shall return to the City any compensation, excluding mileage, received as a result of such duty.
- (f) Special Leave: Special leave is a provision created to accommodate natural disasters and life threatening situations. If there is a building emergency, a bomb threat, or a natural disaster, special leave may be granted to City employees.
- (g) Performance Merit Leave: ~~Employees in the following classifications~~ Positions listed in Article 8, Section 1 are eligible for Merit-Performance Leave under the same terms and conditions as eligible non-represented employees. The decision to award or not award, the amount of award, and all other provisions of Merit Leave for these employees will not be subject to the grievance procedure contained in Article 10 of this Agreement, and are at the sole discretion of the City. Employees who are awarded Performance Leave may elect to convert part or all of the leave award to compensation if Departmental budgeted funds are available.

~~Application Analyst
Business Analyst
Senior Network Administrator
Network Administrator
GIS Analyst~~

Section 2. Leave of Absence Without Pay. In instances where the temporary absence of an employee does not create an undue burden on the operations of the employees work assignment and department, ~~a~~An employee may be granted a leave of absence without pay with approval as specified below. An employee's position will be held open until the ending time stated in the leave requested, after which reinstatement is dependent upon the availability of the position's vacancy for which the returning employee is qualified.

Request for a leave of absence must be in writing, stating the beginning and ending time of the leave and must include justification for approval of the request.

Requests will be evaluated according to the City's Personal Leave policy contained in the Employee Handbook, Section 9.10 as follows:

Regular full-time and part-time employees may be granted a personal leave of absence without pay under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that does not fall under the guidelines of the Family and Medical Leave policy, or other leave policy. A personal leave of absence is granted at the discretion of the City Manager and is normally granted to protect the length of service and benefit rights for an employee whose service might otherwise be terminated.

A written request should be submitted to your Department Head at least five working days in advance of any time not worked which exceeds ten days, except in cases of emergency. All

leave requests must include an expected date of return. If you do not return within three days of that date, and no extension has been requested, you will be assumed to have voluntarily resigned.

Personal leaves of absence are without pay.

Insurance coverage will not be maintained for you while on a personal leave of absence. You may continue insurance coverage by paying the full premium by the first of each month if continuance of insurance coverage is desired. Benefits do not accrue during a leave of absence but are retained at the same level.

Section 3. Military Leave will be granted consistent with State and Federal laws as well as the City's policy contained in the Employee Handbook.

Section 4. Parental and Family Leave will be granted consistent with State and Federal laws as well as the City's policy contained in the Employee Handbook.

ARTICLE 19 - HOLIDAYS

Section 1. The following shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- One Floating Holiday
- Four Hours of "Eve" leave to be used on either Christmas Eve or New Year's Eve

Section 2. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 3. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 4. Should an employee be off on vacation or compensatory leave when a holiday occurs, that holiday shall not be charged against his vacation or compensatory leave.

Section 5. Floating Personal Leave Holiday. Association members shall accrue personal leave holiday time at the rate of eight (8) hours per calendar year. Employees hired or terminated during the year shall accrue such holiday time on a pro-rated basis. The personal leave holiday

shall be used during the calendar year in which it is accrued.

Section 6. When required to work on the day when a holiday is observed, an employee shall receive eight (8) hours of straight-time pay for the holiday plus either pay or compensatory time off at the convenience of the City and the employee at time and one-half (1-1/2) the regular rate of pay for hours worked.

Section 7. The employee whose scheduled day off falls on an observed holiday and who does not work on the observed holiday shall receive eight (8) hours of holiday compensatory time off to be taken at the convenience of the employee and the City. Holiday compensatory time off may accumulate to a maximum of sixteen (16) hours.

Section 8. For the Christmas, New Year, and July 4th holidays only, an employee whose regular work schedule includes, and the employee works, the actual day one of these holidays occurs shall receive eight (8) hours of straight-time pay for the holiday plus either pay or compensatory time off at the convenience of the City and the employee at time and one-half (1-1/2) the regular rate of pay for hours worked.

Section 9. Notwithstanding all other sections of this Article, an employee shall receive 8 hours of holiday pay/holiday compensatory time off for either the observed or actual day related to any given holiday, not both the actual and observed days.

ARTICLE 20 - SICK LEAVE

Section 1. COBEA members shall earn sick leave at the rate of eight (8) hours for each full month of service. Sick leave may be accumulated to a total of not more than two thousand hours. Part time employees will earn at sick leave at the minimum rate of 1.33 hours for every 40 hours worked.

Section 2. Sick leave payment shall be for a period no longer than the employee has sick leave credit. No compensation for accrued sick leave shall be allowed for any employee when he is separated from City service. Sick leave shall not accrue during any period of leave of absence without pay.

Section 3. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health, of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee. Such sick leave may be utilized only for the benefit of the employee and members of his immediate family. For the purpose of this article, immediate family shall mean is defined as provided by OFLA. (OAR 839-009-0210(7). to include spouse, registered domestic partner, children, stepchildren, parents, stepparents and other relatives living in the employee's household.

(bargaining reference note: OAR 839-009-0219(7) "Family member" for purposes of serious health condition leave, sick child leave or leave for the death of a family member means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive

parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

~~-spouse, parents, children, children of the spouse or registered domestic partner, step parents, registered domestic partners (as defined by State and local regulations), grandparents, grandchildren, siblings, or other relatives living in the employee's household.~~ Sick leave, to a maximum of five (5) days or forty (40) hours, may also be used at the employee's option for a death in the immediate family.

Unless otherwise required by law, leaves for illness or injury of the employee and/or immediate family member shall be used in the following sequence:

- (a) Sick leave until it is exhausted;
- (b) Vacation leave, saved holiday, or compensatory time, sequenced at the employee's option, until they are exhausted;
- (c) Leave without pay.

Section 4. Verification. Verification of illness by a doctor's certificate may be required if the City has reason to believe the employee is abusing the sick leave privileges.

Section 5. Excessive Absenteeism. The parties recognize that every employee has a duty to be reliably present at work, and that failure to confine sick leave usage to accrued and available sick leave may result in discipline for excessive absenteeism. Such cases are subject to systemic evaluation of relevant factors such as legal requirements, tenure and work history of the employee, likelihood of improvement, and specific attendance requirements of the employee's position.

Section 5. Unused accumulated sick leave will be credited upon retirement for the purposes of the Oregon Public Employees Retirement System or Oregon Public Service Retirement Plan (OPSRP) pursuant to the regulations governing PERS.

~~Section 6. If an employee becomes disabled and an opening exists within the City, for which the employee is qualified and is capable of performing, the employee shall be given preference in filling the opening. [See Article 22, Section 7]~~

Section 7. Leave Credit Following Reemployment. An employee who is reemployed following a layoff or an expiration of leave without pay shall have sick leave credits accrued during the previous employment restored. An employee who is reinstated within one (1) year after a voluntary separation may, at the discretion of the department head, have all or a portion of his sick leave credits restored.

~~Section 8. The City will provide access to a Flexible Spending Plan that complies with IRC Section 125 requirements. This plan will allow for childcare costs to be paid from the employee's pre-tax earnings. If IRC regulations for these programs change, this contract provision may be reopened by either party. [Move to Article 22]~~

ARTICLE 21 – VACATIONS

Section 1. COBEA employees shall be considered regular employees after having successfully served six (6) months with the City. Regular employees shall be credited with thirty-two (32) hours vacation leave upon serving six (6) consecutive months with the City of Bend. Thereafter, vacation shall be credited monthly at the following rates:

Months of Service	Years of Service	Hours of Vacation per Month	Hours of Vacation per Year
7 - 60	0 - 5	8.00	96
61 - 120	6 - 10	10.33	124
121 - 192	11 - 16	12.50	150
193 - 228	17 - 19	14.42	173
229 - up	20 - up	16.00	192

Section 2. Continuous Service. Continuous service shall be service unbroken by separation from the City service, except that time spent by an employee on military leave, Peace Corps, vacation leave, sick leave, or other authorized leave with pay. Time spent on other types of authorized leave without pay will not count as part of continuous service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave.

Section 3. Employees shall be responsible for initiating requests for and using vacation credit. Any such vacation leave shall be for no longer than what the employee shall earn in that calendar year.

Section 4. Accumulation of vacation leave is to be discouraged. Subject to the operating requirements of the City, employee's accrual limit cannot exceed four hundred (400) hours of accrual. Any accrued vacation in excess of this amount will be forfeited on a pay-period basis. Upon separation, a maximum of two hundred forty (240) hours of vacation will be converted to pay; any amount in excess of two hundred forty (240) hours will be forfeited.

Section 5. An employee who terminates for any reason prior to the initial twelve (12) months of service shall not be entitled to cash compensation in lieu of vacation leave.

Section 6. Upon termination of a regular full-time employee due to the employee's death, a lump-sum payment shall be paid for all earned but unused vacation credits at his/her current rate of pay.

Section 7. Vacation leave shall not be earned during the time an employee is off work due to leaves without pay or long-term disability.

ARTICLE 22 - HEALTH AND WELFARE

During the life of this agreement, the City will provide employees with insurance coverage or the access to insurance coverage for employees and their families. If available, the coverage shall be reasonably equal to the existing plans in effect at the time this agreement is signed, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership. Employees are eligible to enroll in all insurance programs within the first month of employment with the City. Employees who choose not to enroll either themselves or their families within the first month of employment may enroll at a later date as insurance agreements allow, provided however, that each insurance carrier may declare any applicant ineligible at that time.

The premiums for the medical, dental and vision coverage described in this article shall be paid as follows: City of Bend – 90%, employee – 10%.

Section 1. Medical. The City will provide each employee and dependents a family medical, hospital, and major medical insurance plan for the life of this Agreement. Employees are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement.

The City will credit \$2000 for an individual and \$4000 for a family into each employee's HRA account annually on the first day of the first month of each insurance policy year. In the event of separation of employment prior to the end of the plan year, the amounts credited into the HRA are pro-rated monthly with the plan year.

1. "Family" means the employee plus one or more eligible dependents, as defined in the insurance plan.
2. For members becoming eligible for coverage under this plan after the first month of the policy year, for the remainder of that policy year the City will pay the deductible expenses incurred up to \$2000 for a single and \$4000 for a family. There will be no contribution to the VEBA Trust during this time.

All medical costs are based on medical expenses the insurance company covers as usual customary charges. The remaining out-of-pocket (OOP) limit of eligible medical expenses is \$16,000 for an employee with family and \$8,000 for a single employee.

The OOP expenses will be shared as incurred between the insurance provider, the City, and the Association member as follows:

Insurance carrier - 75% up to \$12,000 for a family and \$6,000 for an individual.
City – 15.625% up to \$2,500 for a family and \$1,250 for an individual.

Employee – 9.375% up to \$1,500 for a family and \$750 for an individual.

The City will be using a third party administrator HRA plan and the “HRA VEBA Trust” (Spokane) plan. The plans will allow HRA/VEBA money to be used on any allowable medical expenses outlined in the IRS section 213 (d) or any other applicable IRS sections related to eligible medical expenses. The HRA plan provides a debit card(s) option for accessing the HRA, and FSA accounts.

The City agrees to provide a Flexible Spending Account (FSA) plan.

The parties acknowledge that the plan carrier may change to a calendar year cycle. In such event, the intent of this agreement as regarding to monetary payments will be applied equitably pro-rated.

The Association group premium rates will be determined based on all City Department employees’ and dependents’ experience, including retired employees, and other relevant insurance industry principles. The parties will meet annually no later than June 1 to review City plan experience and to consider premium rate and plan changes.

Section 2. Dental. The City will provide for each employee and dependents a dental insurance plan with orthodontic benefits. Employees become ineligible for coverage on the last day of the month in which their employment terminates. Age limitations for dependents shall coincide with the current insurance agreement.

Section 3. Life. The City will provide each COBEA employee with paid 24-hour life insurance protection in the amount of \$50,000. The City will also provide each COBEA employee with the option of purchasing life insurance to insure the life of each member of the employee’s immediate family, subject to availability and requirements of City’s group life insurance carrier. Employees and family members are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which the employee’s employment terminates except for cases involving disability.

Section 4. Vision Insurance. The City shall provide each employee and dependents a vision insurance plan. Eligibility shall begin on the first day of the month following date of hire and shall end on the last day of the month in which employment terminates. Age limitations for dependents shall coincide with the current insurance agreement.

Section 5. Supplemental Voluntary Insurances. The City may provide voluntary supplemental insurance coverage to those employees wishing to subscribe at their own cost.

Section 6. Retired Employees. From retirement at age 55 until age 62, the member will be responsible for all costs associated with the retiree insurance plan. Under the HDP, this includes the premium, deductible, and OOP costs. Retired COBEA members will be eligible to continue on the HDP at either the family or single option.

Employees hired after August 31, 2011 are eligible for the following:

The City will provide access to the City's health care insurance plan for retired employees hired after August 31, 2011. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible and for a child until the child no longer meets legal eligibility guidelines. The City shall not be responsible for any costs associated with retiree health care insurance coverage including Medicare and supplement to Medicare insurance.

Employees hired prior to September 1, 2011 are eligible for the following sections (a) through (e):

The City will provide access to a medical benefits plan and payment of premiums for an employee providing:

- (a) The employee has worked for the City of Bend 15 continuous years prior to retirement.
- (b) The employee retires after his 55th birthday.
- (c) A medical benefits plan is available under current Agreement with an insurance carrier and the employee and dependents (if applicable) qualify for such a plan.
- (d) The employee and dependents (if applicable) are continuously insured under group coverage or a conversion policy acceptable to the insurance carrier prior to age 62. Employees retiring prior to age 62 shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid insurance benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.
- (e) Upon reaching age 65, the employee will be provided insurance and payment of premium under PERS-sponsored medical insurance.

Dependents may be included in City-sponsored insurance providing the dependents qualify under current policy agreements.

Regardless of the above, all retired employees and spouses are eligible for PERS insurance coverage at their own expense providing the employee is eligible for retirement benefits.

Section 7. Long-Term Disability Insurance. The City shall provide a long term disability benefit to insure sixty-six and two-thirds percent (66 2/3%) of the current base salary for an employee who works at least thirty (30) hours a week, if disabled due to off or on-the-job injury or illness. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness. ~~If an employee becomes disabled, he shall not be terminated until one (1) year has elapsed since the onset of the disability.~~ After ninety (90) days, disabled employees will be on leave from the City without pay unless receiving benefits as provided elsewhere.

If an employee becomes disabled, and has exhausted all protected leaves, the employee will be placed on a medical layoff. Thereafter, employee will have reinstatement rights as provided by worker's compensation statute, or for off the job injuries, the employee will have up to 12 months of recall rights subject to a medical return to work release for the position.

~~Section 8. On-The-Job Injury Insurance. Employees, who sustain an injury or illness compensable by Worker's Compensation and who are unable to perform their normal duties, will be paid the difference between their regular salary and compensation benefits for lost time for a period of ninety (90) days following the injury or illness. Upon receipt of an insurance provider check, the employee shall turn the check over to Payroll; in return, the employee will receive one check from the City at a rate equal to their basic monthly earnings. If an employee is off work beyond ninety (90) days as a result of a work injury, accrued days of sick leave may be applied to supplement the employee's insured disability income until such leave is exhausted. The employee may use his accrued overtime, holiday credits, and vacation credits after ninety (90) days and after the use of any accumulated sick leave. Medical progress reports may be required prior to the approval of such payments.~~

Worker's Compensation Insurance: The City shall provide worker's compensation insurance during the life of this contract. Employees who sustain an on-the-job injury or illness and who are unable to perform their normal duties may be eligible for Workers Compensation subject to carrier rules.

When an injury occurs in the course of employment, the City's obligation to provide compensation under this section is limited to the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. For the purposes of this Article, "regular net pay" is the base monthly salary for the regular work schedule of the employee in the classification found in the wage schedule, including incentives, less applicable deductions such as taxes, PERS, health insurance contributions, and other mandatory deductions. Regular net pay is for regularly scheduled hours and does not include overtime hours or other on duty incentives.

For the period of up to 90 days from the date of injury, the employer will pay the difference in worker's compensation payments and regular net pay. After 90 days, the employees may elect to use paid leaves to supplement Worker's Compensation payments and pro-rated charges will be made against accrued paid leaves, in the order of sick leave, holiday/personal leave, vacation, and compensatory time until such time the employee discontinues use of paid leaves or until such leaves are exhausted.

Section 9. Employee Health Insurance Committee. The COBEA will appoint two members to represent the COBEA on the City of Bend Employee Health Insurance Committee. This committee will be composed of two representatives of each participating City of bargaining unit, two employees representing the non-represented employee group and an equal or lesser number of City management staff members. It is the charge of the Employee Health Insurance Committee to look at cost control through plan design and/or investigating different

insurance carriers. The committee will strive to maintain a plan that is substantially equal in the insurance benefits to the current benefits.

The committee shall meet approximately quarterly to review insurance usage and discuss employee health insurance issues. Should the current insurance plan or one reasonably equal to it become unavailable, the committee will evaluate alternatives and recommend a course of action. If the committee cannot reach a consensus, then a report summarizing the positions of the committee members shall be given to the City Manager and the ruling board of each participating bargaining unit. If any or all parties, the City Manager or the bargaining unit, reject the recommendation of the committee, or cannot reach agreement to change the insurance plan or carrier, then the parties will immediately commence bargaining.

Section 10. The City will provide access to a Flexible Spending Plan that complies with IRC Section 125 requirements. This plan will allow for childcare costs to be paid from the employee's pre-tax earnings. If IRC regulations for these programs change, this contract provision may be reopened by either party.

ARTICLE 23 – RETIREMENT

The City agrees to continue to provide a retirement plan for each employee, such being through the Public Employees Retirement System 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 Employee's Retirement System or Oregon Public Service Retirement Plan (OPSRP).

ARTICLE 24 - CLOTHING, UNIFORMS, AND PERSONAL SAFETY EQUIPMENT

Section 1. Clothing Allowance. The City will furnish uniforms and/or City specified work clothing to full-time personnel whose duties require such work clothing. Employees are required to pay for all cleaning of their work clothing and uniforms, unless otherwise provided in COBEA Agreements, with the exception of Public Works mechanics, Collection System Maintenance Workers, Water Reclamation Facility Operators & Maintenance staff, whose work clothing will be laundered at City expense. City reserves the right to require the use of uniforms provided by a uniform service. In this case, City will pay for all uniform costs including cleaning.

The City will provide for an annual stipend in the amount of \$100.00 payable as gross wages to eligible ~~Public Works~~ employees for the purchase of jeans. Employees are responsible for purchasing pants/jeans that meet the City's safety and uniform requirements and maintaining them in good condition.

The City will provide an annual stipend in the amount of \$120.00 payable as gross wages to eligible ~~Public Works~~ employees for the purchase of City-approved uniform tops e.g., (long and short sleeved tee shirts, Henley, and polo style). Employees are responsible for purchasing City-approved uniform tops according to the ~~Public Works~~ Department's uniform procedure and maintaining them in good condition.

Employees will receive annual stipends on or about the first payroll period within the month of August.

Section 2. Employees whose duties require safety glasses, gloves, rubber boots, or other protective clothing will have those items provided by the City. The City retains the right to establish rules and procedures regarding frequency of issue, replacement of damaged items, limits on reimbursement costs and coordination with the City's insurance plan.

Section 3. Employees who are required by OR-OSHA regulations to wear safety shoes or employees who are required to leave their boots/shoes at the work place because of contamination will be reimbursed a maximum of Two Hundred Dollars (\$200.00) every two years toward the purchase of one (1) ~~or more~~ pairs of safety shoes. The two year period will be considered a "look back" period. Any safety shoes purchased under this provision must be approved by ASTM. To receive reimbursement, the employee must submit receipts as proof of purchase.

Section 4. Mileage/Expense Allowance. When it is necessary for an employee to use a motor vehicle in the performance of assigned duties by the City, the employee shall have a city vehicle furnished or be compensated in an amount equal to the current IRS rate per mile for personal vehicle use. All personal vehicle use must be approved by the department manager or their designee.

Overnight lodging allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expenses.

Meal expenses for employees authorized to be out of town for City related duties shall be provided at the IRS per diem rate for the meals involved. Per diem payment for meals is preferred; however, department heads may authorize reasonable, actual reimbursement of meal expenses on an exception basis. Reimbursement for the purchase of alcoholic beverages is prohibited.

Statements for compensation under this section shall show the respective dates upon which such expense was incurred including the number of work-related miles actually traveled and the actual subsistence expense incurred, except where only a minimum amount is claimed. Statements for compensation shall be approved by the department head prior to submittal for reimbursement.

ARTICLE 25 - SCHOOLS, SEMINARS, TRAINING

Section 1. Voluntary Training. Employees may request to be reimbursed for the fees and expenses related to voluntary training such as college classes, seminars, and conferences. Upon prior approval by the department head or designee, the employee will be reimbursed in accordance to the terms of the advance approval. Reimbursement will be made upon satisfactory completion of the course, if applicable, usually designed by passing grade such as "C".

Section 2. Required Training. For employees required and authorized by the City to attend training such as college classes, seminars, and conferences, the City will pay the expenses related to training in accordance with the terms of this agreement.

Section 3. The employee's food, lodging and travel expenses shall be paid by the City in accordance with the provisions of Article 24, Section 4 for an employee required to attend a conference or business meeting when said conference or business meeting is held at locations other than the employee's regular job location.

Section 4. The City encourages employees to pursue an education related to their employment. Upon advance approval by the department head or designee and subject to the operational requirements of the work area, the City will pay the employee's time off during regular working hours and without loss of pay or the obligation to make up the time to attend classes.

Section 5. Employees are responsible to maintain all certifications and licenses required for the position held. Employees will be reimbursed if authorized in advance for dues and fees incurred as a result of maintaining these certifications and licenses; reimbursement is limited to one set of fees per certification or renewal period.

ARTICLE 26 - SAFETY

Section 1. The City and the COBEA and the COBEA 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.

Section 2. All safety concerns shall be reported immediately to a supervisor. It is clearly understood that the City shall take no reprisals against employees for reporting issues. Upon notification, the supervisor will notify the appropriate division manager and safety personnel.

Section 3. The City will support safety committees and will review issues reported in Section 2 above. Minutes from safety committee meetings shall be posted in affected areas.

ARTICLE 27 - OUTSIDE EMPLOYMENT

Employees gainfully employed other than with the City shall notify their supervisor and shall ensure that the following conditions are met:

- (a) There shall not exist a conflict of interest between outside employment and City work.
- (b) The outside employment shall in no way discredit City employment.
- (c) The outside employment shall in no way detract from the efficiency of the employee in his City work.

(d) It shall be understood that City work and necessary overtime shall take precedence over any outside employment.

(e) No employee shall perform any outside service or employment during his City working hours for which he receives additional outside compensation.

ARTICLE 28 – SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 29 - TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2013 and shall remain in full force and effect through June 30, 2016. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing not later than January 15 prior to the date of termination that it wishes to terminate or modify the Agreement as per this Article. Notification need include only statement of intent to negotiate. This Agreement shall remain in full force and effect until June 30 of any year in which negotiations are initiated to change the current contract.

ARTICLE 30 – SALARY

~~The parties adopt the revised pay plan (see Appendix B) effective July 1, 2013. The initial Step placement for employees within the revised plan will be the next higher step in the salary schedule that represents a minimum of two percent (2.00%) increase from the employee's current base pay. If the resulting value exceeds the 6th step of the new salary schedule, the employee will be placed at the 6th step. Employees whose current base pay exceeds the new 6th step of the pay plan will remain unadjusted.~~

~~Effective July 1, 2014, all employees' salary schedules up to Step 6 in Appendix A shall be increased by the U.S. City Average, CPI-U for April – April, with a minimum of 1.50% and a maximum of 3.25%. The Performance Range, as identified in the EPPP below, will then be increased by an additional 10% above Step 6.~~

~~Effective July 1, 2015, all employees' salary schedules up to Step 6 in Appendix A shall be increased by the U.S. City Average, CPI-U for April – April, with a minimum of 1.50% and a maximum of 3.25%. The Performance Range, as identified in the EPPP below, will then be increased by an additional 10% above Step 6.~~

(Bargaining Note: The City will be updating the payroll software. In calculating overall compensation for the pay period, the new software will mathematically round differently than the current program. The difference is nominal, and at most, is a difference of about \$20-30 per year. The City's wage offer is intended to include any loss due to rounding and also is provided with the agreement that the Association will not contest the new software rounding methods. This does not preclude the Association from contesting other errors in individuals wages paid.)

Exceptional Performance Pay Program (EPPP)

The City has interest in providing for a performance pay program for the purpose of rewarding the exceptional performance of employees who achieve results that improve City services. This program is intended to promote excellence in public service through the recognition of employee achievement in the form of a discretionary, time-limited, reward of additional compensation. It is the intention of the program to improve employee engagement in the City's mission.

The City's existing pay ranges for COBEA members are considered appropriate for compensating employees up to the point of full competence in their respective positions. Employees may be granted merit increases pursuant to Article 13 up to Step 6 of the new pay plan as shown in Appendix B.

The performance pay program will allow for up to an additional 10% (ten percent) of salary compensation for exceptional performance payable at the sole discretion of the City. Payment may be added to the sixth step of each classification for the awarded employee in the COBEA pay plan at the sole discretion of the City for a period of up to one year. Only employees who are at Step 6 are eligible for the EPPP. The City retains the sole discretion to determine a) if awards will be made to the employee and b) the amount of each award (award will be calculated on a percentage basis of total wages earned consistent with FLSA practices). The City retains the sole discretion to discontinue the award decision at any point in time. All decisions made by the City pursuant to the pay-for-performance program will not be subject to the grievance procedure contained in Article 11.

City of Bend Employees Association

City of Bend

By: _____
Diane Canaday
COBEA President

By: _____
Rob DuValle
Human Resources Director

Date: _____

Date: _____

By: _____
Eric King
City Manager

Date: _____

Appendix A

**City of Bend
COBEA Represented Employee
Oral/Verbal Warning Notice**

Employee _____
Name Job Title

Prepared by _____
Supervisor Name Title

Description of Infraction _____

Plan for Improvement/Remedial Action _____

Employee Signature _____ **Date** _____

From COBEA Contract Article 15, Section 3: "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

Witness Signature _____ **Date** _____

Optional, if employee understands but refuses to sign

Supervisor/Designee Signature _____ **Date** _____

Provide a copy of signed form to employee, forward original to Human Resources. A copy will be placed in employee's personnel file and retained for no longer than 6 months following date of occurrence unless there is another incident of a similar nature.

Appendix B – COBEA Pay Schedule

Range	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf Range
		New Hire						
100	PUBLIC WORKS LABORER	\$1,959	\$2,057	\$2,160	\$2,268	\$2,381	\$2,500	\$2,750
200	ACCOUNTING TECH I MAINTENANCE WORKER I MUNICIPAL COURT CLERK I OFFICE SPECIALIST I	\$2,664	\$2,797	\$2,937	\$3,084	\$3,238	\$3,400	\$3,740
300	ACCOUNTING TECH II BLDG PERMIT TECHNICIAN I CODE ENFORCEMENT TECHNICIAN I EQUIPMENT SERVICE TECHNICIAN MAINTENANCE WORKER II MUNICIPAL COURT CLERK II OFFICE SPECIALIST II OFFICE SPECIALIST II GF PLANNING TECHNICIAN I STORMWATER UTILITY WORKER I STREET UTILITY WORKER I WATER RECLAM UTILITY WORKER I	\$2,930	\$3,077	\$3,230	\$3,392	\$3,561	\$3,740	\$4,114
400	ENGINEERING TECHNICIAN MUNICIPAL COURT CLERK, LEAD STORMWATER UTILITY WORKER II STREET UTILITY WORKER II IT SUPPORT SPECIALIST I UTILITIES-UTILITY WORKER I UTILITY CUSTOMER SERVICE TECH WATER RECLAM OPERATOR I WATER RECLAM SYSTEM MAINT I WATER UTILITY WORKER I	\$3,247	\$3,409	\$3,580	\$3,759	\$3,947	\$4,144	\$4,558

Range	Job Title	Step 1 New Hire	Step 2	Step 3	Step 4	Step 5	Step 6 Fully Competent	Perf Range
500	ACCOUNTING TECH III	\$3,571	\$3,750	\$3,937	\$4,134	\$4,341	\$4,558	\$5,014
	AMBULANCE BILLING TECHNICIAN							
	BLDG INSPECTOR TRAINEE							
	BLDG PERMIT TECHNICIAN GF							
	BLDG PERMIT TECHNICIAN II							
	CODE ENFORCEMENT TECHNICIAN II							
	DEPUTY RECORDER							
	FACILITIES MAINTENANCE TECH							
	INDUSTRIAL PRETREATMENT TECH I							
	LABORATORY TECHNICIAN							
	OFFICE SPECIALIST III							
	OFFICE SPECIALIST III GF							
	PLANNING TECHNICIAN GF							
	PLANNING TECHNICIAN II							
	PURCHASING ASSISTANT							
	STORMWATER UTILITY WORKER III							
	STREET UTILITY WORKER III							
	STREET UTILITY WORKER III GF							
TELEMETRY SPECIALIST I								
WATER INTAKE TECHNICIAN								
WATER RECLAM SYSTEM MAINT II								
WATER UTILITY WORKER II								
600	BLDG INSPECTOR I	\$3,928	\$4,124	\$4,331	\$4,547	\$4,775	\$5,013	\$5,514
	BLDG PERMIT TECHNICIAN LEAD							
	CEMETERY SEXTON							
	CODE ENFORCEMENT OFFICER							
	CROSS CONNECTION CONSERV SPEC							
	ENGINEERING INSPECTOR							
	ENGINEERING TECHNICIAN CAD/GIS							
	ENGINEERING TECHNICIAN II							
	EQUIPMENT TECHNICIAN							
	FACILITIES MAINTENANCE LEAD							
	INDUSTRIAL PRETREATMNT TECH II							
	IT SUPPORT SPECIALIST II							
	PLANNING TECHNICIAN LEAD							
	PLANNER, ASSISTANT							
	PROGRAM TECHNICIAN I							

Range	Job Title	Step 1 New Hire	Step 2	Step 3	Step 4	Step 5	Step 6 Fully Competent	Perf Range
600	(continued from above) STORMWATER UT WORKER III GF SUPPORT SERVICES LEAD- FINANCE TECHNICAL SVCS SPEC II TELEMETRY SPECIALIST GF TELEMETRY SPECIALIST II UTILITY MECHANIC WATER RECLAM OPERATOR II WATER RECLAM PLANT MECHANIC WATER RECLAM SYS MAINT, SENIOR WATER UTILITY WORKER III							
700	BLDG INSPECTOR II CODE ENFORCEMENT OFFICER, SR ELECTRICAN, JOURNEYMAN I ENGINEERING TECH, SR INSTRUMENT & CONTROL TECH IT GIS ANALYST PROGRAM ANALYST PROGRAM TECHNICIAN II UTILITIES UTILITY WORKER LEAD	\$4,320	\$4,536	\$4,763	\$5,001	\$5,251	\$5,514	\$6,065
800	BLDG INSPECTOR III IT APPLICATIONS ANALYST IT SERVICE DESK LEAD	\$4,752	\$4,990	\$5,239	\$5,501	\$5,776	\$6,065	\$6,672
900	ELECTRICIAN, JOURNEYMAN LEAD IT BUSINESS ANALYST IT NETWORK ADMINISTRATOR	\$5,227	\$5,488	\$5,763	\$6,051	\$6,353	\$6,671	\$7,338
1000	IT NETWORK ADMINISTRATOR SR SR BUSINESS ANALYST	\$5,750	\$6,037	\$6,339	\$6,656	\$6,989	\$7,338	\$8,072