

✓ COBEA Negotiations  
7.14.2016  
COBEA's Proposal

**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 97703". The mailing address of the COBEA shall be "City of Bend Employees Association, P.O. Box 1384, Bend, Oregon 97703".

It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards for wages, hours and other conditions of employment.

~~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.~~

TA RAR 7/14/2016  
TA JP 7/14/16

COBEA Negotiations  
7.14.2016  
City Combined Counterproposal

JA RAP  
7/14/2016  
OR 7/14/14

## ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the COBEA as the sole and exclusive representative with respect to wages, hours, benefits, and mandatory 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, reclassify, and/or combine positions shall notify COBEA in writing and in a timely manner. COBEA will have 10<sup>15</sup> 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<sup>15</sup> 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.

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COBEA Negotiations  
7.14.2016  
Current Contract Language

**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.

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TA JP 7/14/16

7/14/2016 TA PAP  
TA OR 7/14/16

### 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 President or Secretary of 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 shall reflect the employee name, description, and 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~~ A number equal to the City's total bargaining team Committee members of the representing COBEA's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City (minimum of five (5) employees for each party). 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.~~ [Bargaining Note: Section 5 language moved to Article 13, Salary Administration, in current contract language form.]

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.

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Section 8. An authorized representative of the Association shall be allowed one hour of informational welcome time with newly employed staff appointed to COBEA represented positions. The meeting shall occur within the first 30 days following appointment and scheduled in advance. 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.

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.
- (d)(e) Notifying members of all association related events, bargaining related matters, and other official association business announcements.

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.~~ [Bargaining note: the parties agree that the removal of this language is for the purpose of CBA language simplification and that the removal of this language does not preclude the City from disciplining employees for violations of this policy.]

COBEA Negotiations  
7.14.2016  
Current Contract Language

**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.

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COBEA Negotiations  
7.14.2016  
City Acceptance of COBEA's proposal

## 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.~~

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JA JP 7/14/16

## 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, political or union affiliation 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.

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TA RAD 7/14/2016

## ARTICLE 7 - WORK SCHEDULES

Section 1. 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. Established regular work schedules will not be changed with less than ten ~~five (105)~~ working days advance notice, except in the following circumstances:

- a) for the duration of an emergency where an emergency exists; or
- b) to accommodate an operational need to coordinate work with an external agency;
- or
- c) the notice is voluntarily waived in writing by the employee(s).

Section 3. 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. The work shift for full-time employees shall consist of one of the following:

- (a) Aan eight (8) -hour work period exclusive of authorized meal periods.
- (b) aA 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 workweek 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. 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. 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) minute 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 Sections 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 FLSA Workweek or Within a Workday.

Within a Workday. Employees may request to modify their start and stop times to meet personal needs. Such modifications must adhere to the other requirements of this Article (Sections 1 to 3, and 5 to 6).

Within a FLSA Workweek. Employees may request to work fewer hours than scheduled on one day in an FLSA workweek and make up for the hours by working an equivalent number of additional hours on another day in the same FLSA workweek.

These scheduling changes are 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 97. Alternate 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 <sup>does</sup> does not set precedent for agreement to future schedules.

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## 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  
Senior Business Analyst  
Senior Network Administrator  
Network Administrator  
GIS Analyst  
Performance 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. 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.~~ [Bargaining Note. The striking of the language is for reduction of the CBA language only, the City reserves the right to implement the disciplinary process in the event an employee fails to perform their assigned standby duties]

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.

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**ARTICLE 10 COACHING, COUNSELING AND FORMAL-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 just cause.

Section 2. Coaching and Counseling. Coaching 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 response 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 <sup>3</sup>~~2~~. Formal Discipline. Progressive 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~~ Written Reprimand
- (b) ~~Written warning~~ Unpaid Suspension
- (c) ~~Suspension and/or demotion~~ Disciplinary Demotion
- (d) Discharge

Section <sup>4</sup>~~3~~. Delivery of Discipline. 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 <sup>5</sup>~~4~~. Due Process. 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. Notice of Policy Changes. 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.

COBEA Negotiations  
7.14.2016  
City Original Proposal

JA 7/14/2016 [Signature]  
JA 7/14/16 [Signature]

## 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. <sup>written</sup>

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.

TA 7/14/16 PAD  
TA 7/14/16 CP

## ARTICLE 18 - LEAVE OF ABSENCE

Section 1. Leave of Absence ~~W~~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 provide under OFLA. Family member is defined as provided in OFLA. (OAR 839-009-0210(7)). For the purposes of this Article, one work day equals eight (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 ~~will~~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 by the employee's position. The granting of educational leave is at the ~~and approved by the employee's sole discretion of the~~ 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.

*new title*

(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 ~~will~~ may be granted to City employees. The granting of special leave is at the sole discretion of the Department Head or designee.

(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 all or part of the leave award to compensation if Departmental budgeted funds are available. [Bargaining Note: The City is open to other formulas that would provide for payout of Performance Leave into VEBA, but under plan requirements, the terms would need to be set in the CBA and applicable to all eligible employees. E.g., "Performance Leave awards in excess of 20 hours will be paid into the employee's VEBA, etc.]

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 employee's work assignment and Department, 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.

*-strike  
redline.*  
*[Handwritten initials]*

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.

COBEA Negotiations  
7.14.2016  
Current Contract Language

JA 7/14/2016  
RAD  
TA 7/14/16  
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## **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 4<sup>th</sup> 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.

TA 7/14/2016 (CAV)  
TA 7/14/16 JP

COBEA Negotiations  
7.14.2016  
Current Contract Language

## **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.

JA 7/14/16 15 PAV  
JA 7/14/16 JP

COBEA Negotiations  
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COBEA Proposal

## 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.

COBEA Negotiations  
7.14.2016  
Current Contract Language

**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).

TA 7/14/2016 RAD  
TA 7/14/16 JP

COBEA Negotiations  
7.14.2016  
Current Contract Language

TA 7/14/2016  
PJP

TA 7/14/16 JP

## **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.