

COLLECTIVE BARGAINING AGREEMENT

between

City of Dallas

and

AFSCME Council 75, Local 173-3

July 1, 2023 – June 30, 2026

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PREAMBLE

This Agreement is entered into by the City of Dallas, hereinafter referred to as the "City," and AFSCME Council 75, Local 173-3, hereinafter referred to as the "Union," for the purpose of establishing the wages, hours and conditions of employment and establishing and equitable and peaceful procedure for the resolution of differences between the parties.

ARTICLE 1. RECOGNITION

A. **General.** This is an agreement by and between the City and the Union for the purpose of setting the wages, hours and working conditions of City employees within the bargaining unit, and the promotion of cooperation, communication and understanding between the parties.

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for all regular (non-temporary or seasonal) full time employees of the City, excluding confidential and supervisory employees as defined under ORS 243.650 and employees represented by other labor organizations and employees in the Fire/EMS Department. Full time employees are employees with a full time equivalent status of thirty (30) hours a week or more.

This contract will be the sole agreement governing wages, benefits, hours, terms and conditions of employment unless a side agreement is agreed to in writing by the Union and the City. No individual agreements inconsistent with this Agreement or limiting any rights or benefits provided under this Agreement will be allowed between individual members of the bargaining unit and the City.

B. **New Classifications.** When any new classification is established by the City and assigned to the bargaining unit, the City shall designate a pay range for the new classification. The City shall then notify the Union in writing of the intended pay range for the new classification and shall furnish the Union with a copy of the job description. In the event the Union does not concur, the Union shall notify the City in writing of such within fourteen (14) calendar days of its receipt of the City notice. Upon receipt of timely notice, the City will bargain with the Union over the pay range for the classification.

Nothing in this section will be construed to prohibit the City from hiring an employee in the new classification at the intended rate, subject to the Union's right to demand retroactivity of any agreed upon rate.

ARTICLE 2. UNION SECURITY

A. **Check Off.** The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified.

The Employer shall deduct from the monthly paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME Council 75. The Employer agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75, by the first day of the succeeding month after such deductions are made. The itemized statement will be provided electronically in an MS Excel, comma separated value, data interchange format, symbolic link format, tab delimited or space delimited file; and shall include: the employee name, date of hire, job title, worksite, contact information (phone numbers, email addresses (work/personal), home address, employee identification number or other unique identifier, date of birth, regular hourly wage, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld and the pay period for which they were withheld from.

Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

B. **Hold Harmless.** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City in exercise of the sections of this article.

C. **New Hires.** The City will notify the Union by email of all new hires in the bargaining unit within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, mailing address and position for which he or she was hired, employee ID number and date of hire.

D. **Bulletin Boards.** The City will allow the Union reasonable space on designated bulletin boards for posting Union materials.

E. **Reasonable Access.** The City agrees that representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, District Council representatives or International representatives, shall have reasonable access to the premises of the City, so long as they provide advanced notice to the Human Resource Manager regarding the approximate time and identification of the individual(s) and do not interrupt the employees' performance of their duties. Unless otherwise provided by this Agreement, both parties recognize that Union meetings, grievance and hearing preparation, and bargaining preparation should be conducted on non-working time.

F. **Negotiations.** No more than two (2) City employees shall be allowed time off with pay at straight time rate while at the bargaining table. Under no circumstances shall participation in bargaining result in overtime. This includes, but is not limited to, bargaining sessions extending after or starting before a normal shift.

G. **Timely Deductions.** During the life of this Agreement, the Union will notify the Agency periodically of individuals who have become members of the Union. An electronic file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

ARTICLE 3. NONDISCRIMINATION

A. 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 in matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City because of his/her exercise of his/her rights.

B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, union affiliation, political affiliation or other protected status or protected activity, in accordance with applicable law.

C. All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

D. Disputes arising under this article for which there is legal remedy may not be processed through the dispute resolution process. If no forum for legal remedy exists, and it meets the definition of a grievance, the disputes are subject to the dispute resolution process.

ARTICLE 4. HOURS OF WORK

A. **Hours of Work.**

Workweek:

The workweek shall be determined by the City based on the needs of the City and services to the public. The workweek shall be Monday through Sunday. Each department manager shall establish a schedule of regular working hours for his or her department. The schedule shall

normally provide for a workweek of forty (40) hours. Irregular schedules must be approved by the City Manager.

When possible, the City will maintain a work schedule of four 10-hour shifts each week for the sewer department. Changes to this schedule for operational needs will only be made after a minimum of five days advanced notice unless there is an emergency situation. However, the City will make every effort to try and give more notice to employees.

Work Shifts:

All employees on regular shifts have established starting and quitting time and the department manager shall determine that schedule. The department manager may modify the shift schedules to accommodate department services with five (5) days advance notice or in an emergency situation.

Employees required to attend night meetings may choose to flex their schedule for that workday so that their working hours for that day are contiguous with the approval of the employee's supervisor.

B. **Rest Periods.** Fifteen (15) minute rest periods will be provided as close to the middle of each half shift as is practicable, except when such interruption would be detrimental to the efficient operation of the department.

C. **Meal Periods.** For work shifts more than six (6) hours, a minimum of thirty (30) minutes will be provided for a nonpaid meal, except when such interruption would be detrimental to the efficient operation of the department.

All meal and rest periods will be administered per Oregon State Law.

D. **Overtime.** Overtime is governed by the Fair Labor Standards Act (FLSA) and is calculated on the basis of hours actually worked in excess of regularly scheduled hours in a workday or in excess of forty (40) hours in a work week. However, if an employee voluntarily works late in a workday and the overtime is not required by a supervisor, that time shall be flexed within the workweek and not considered overtime unless required under the FLSA. Sick leave, vacation or birthday leave, compensatory time, and holidays are not counted as hours worked when calculating time worked for overtime pay.

If an employee requests payment by overtime pay, the department manager will determine if overtime funds are available and may authorize payment. If no overtime funds are available, and the employee requests payment by overtime pay, the department manager will notify the employee that compensation will be by compensatory time off since no funds are available to pay.

In departments or work areas where an "overtime," "on-call," or "callback" list is kept, employee may inquire as to whether funds are available to pay out overtime or if the City will offer compensation time. Employees understand that supervisors may not have the information available immediately.

E. **Weekend Duty Pay.** Public Works employees assigned for weekend duty will receive four (4) hours per day of pay for Saturday and Sunday at one and one half times their base rate for hours worked on weekend duty. Employees will also receive one (1) hour per day of pay for Friday evening and one (1) hour per day for Monday morning at one and one half times their base rate, for a total of ten (10) hours. If an employee works more than four (4) hours per day, the employee will be compensated at one and one half times their base rate for any additional hours worked and for any callback that day. Calls unrelated to routine Weekend Duty calls shall follow Article 4 Section F. All hours worked over the four-hour threshold need to be justified to a supervisor at the earliest possible time.

F. **Callback.** Employees called back to duty, or that provide non-de minimis remote assistance, shall be paid for actual hours worked at one and one half time their base rate with a minimum compensation of two (2) hours. For the purposes of this section, the callback must have occurred at least sixty (60) minutes or more before the beginning of the shift or sixty (60) minutes or more after the end of the regularly scheduled work shift. Callback which occurs fifty-nine (59) minutes or less before the beginning or fifty-nine (59) minutes or less after the end of the regularly assigned work shift shall be deemed as an extension of the work shift and be compensated as such. Once an employee's regularly assigned work shift ends, they are not required to respond to a callback. If an emergency situation takes place, section G will apply.

Attending night meetings do not constitute "callbacks" for the purposes of this section.

G. **Emergency Callback.** When employees are called back pursuant to Section F for an emergency situation (which is defined as any incident, whether natural or manmade, that requires responsive action to protect life or property), any sick leave, vacation or birthday leave, compensatory time, and holidays will be counted as hours worked when calculating time worked for overtime pay for that seven-day period.

H. **Mandatory On-Call.** Employees assigned in writing to be available by phone and/or carry a device during non-working hours for a day-long shift shall be compensated by receiving one (1) hour of compensatory time for every eight (8) hours they are required to be on-call. If the on-call duty is for a designated holiday, the on-call compensation for that day shall be increased by an additional two (2) hours of compensatory time. The parties recognize that supervisors informally gathering information regarding availability is not assigning employees to on-call status.

On-call lists will initially be set by seniority. Employees will rotate on the list after they have accepted or denied an on-call shift. New employees will be added to the bottom of the list to be entered into the rotation.

When assigned to be on-call, employees must be within a forty-five (45) minute response time and be ready and able to work.

Employees not assigned mandatory on-call may respond to a callback, but are not required to.

ARTICLE 5. WAGES

A. **Salary Schedule.** Wages covered by this Agreement effective June 24, 2023 shall be in accordance with Appendix A.

B. **Salary Increases.**

1. Effective July 1, 2024, bargaining unit employees shall receive a cost of living adjustment based upon the CPI-U Pacific Index for the previous calendar year, rounded to the nearest one-tenth with a minimum of one and one half percent (1.5%) and a maximum of four percent (4%).
2. Effective July 1, 2025, bargaining unit employees shall receive a cost of living adjustment based upon the CPI-U Pacific Index for the previous calendar year, rounded to the nearest one-tenth with a minimum of one and one half percent (1.5%) and a maximum of four percent (4%).

C. **Longevity Pay.**

The City shall apply a service credit to the starting rate of pay as follows:

120 months to 179 months; 1% salary increase
180 months to 239 months; 2% salary increase
240 months to 299 months; 3% salary increase
300 months to 359 months; 4% salary increase
360+ months; 5% salary increase

ARTICLE 6. RETIREMENT

During the term of this Agreement, the City and the Union will continue to participate in the Oregon Public Employees Retirement System (PERS). The City will pay for their portion of the PERS retirement.

The City shall “pick-up” the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS 238.205(5)(a) and ORS 238A.330.

Upon request by the Union, the parties will meet to discuss regarding alternatives to the employer’s six percent (6%) “pick up.” Any alternative contribution agreement must be agreed to by both parties in order to implement and a memorandum of understanding would need to be ratified and signed. The parties understand these conversations are not bargaining under PECBA.

The City shall credit unused sick leave to increase retirement benefits as provided under PERS in ORS 238.350.

ARTICLE 7. INSURANCE

A. **Coverage.** The City will provide health insurance coverage for its employees and their eligible dependents. This coverage shall also include coverage for vision, dental and chiropractic.

B. **Plan.** The City offers a High Deductible Health Plan (HDHP). A Health Savings Account (HSA) will be established for each employee.

1. The City will contribute ninety-three percent (93%) of the monthly insurance premium, and employees will contribute seven percent (7%) of the monthly insurance premium.
2. For each eligible employee, the City will fund each employee’s individual Health Savings Account (HSA) at two thousand six hundred and fifty dollars (\$2,650) for employees with families and one thousand four hundred and fifty dollars (\$1,450) for employee only participants.
3. Contributions to HSAs for mid-year hires will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the annual contribution and deposit one-twelfth (1/12) of the employee’s annual contribution into the employee’s HSA account monthly through the month of December of the calendar year in which the employee is hired, as long as the individual is still a City employee.

ARTICLE 8. HOLIDAY

A. **Holiday Pay.** Regular and probationary employees are granted holiday pay. Employees who have a forty (40)-hour full-time equivalent (FTE) will receive eight (8) hours of holiday pay per holiday, regardless of the length of their regular shift. Other regular employees shall earn holiday pay based on a prorated basis, comparing their regular scheduled workweek to a normal forty (40)-hour workweek. Any employee working a shift longer than eight (8) hours will need to use accrued vacation or compensatory leave for the remainder of their shift or coordinate with his/her supervisor to make up the additional time within the same week.

B. **Recognized Holidays.** The following days are paid holidays for regular and probationary employees:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday – 3rd Monday in January
- Presidents' Day - 3rd Monday in February
- Memorial Day - last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans Day - November 11
- Thanksgiving Day - the 4th Thursday in November and the following day
- Christmas Day - December 25
- The afternoon of the last workday before Christmas

When a holiday falls on Saturday, the preceding Friday shall be considered a holiday, except when an employee regularly works Saturday, in which case Saturday is the legal holiday. When a holiday falls on Sunday, the following Monday shall be considered a holiday, except when an employee regularly works Sunday, in which case Sunday is the legal holiday. Holidays that occur during an employee's vacation or sick leave shall not be charged against such leave.

D. **Birthdays.** All employees who have been employed with the City as regular, benefitted employees for five consecutive years shall be awarded their birthday as a paid holiday (maximum eight (8) hours).

If the employee and his/her supervisor agree that it is in the best interest of the City for the employee to work on his/her birthday, then compensation time will be awarded and later can be taken off when approved and directed by the supervisor. If a birthday falls on Sunday, the following Monday shall be considered a holiday, except when an employee regularly works Sunday, then Sunday is the holiday. When a birthday falls on Saturday, the preceding Friday shall be considered a holiday, except when an employee regularly works Saturday, then Saturday is the holiday. If the birthday occurs on any other holiday, compensation may be

awarded and later can be taken off when approved by the supervisor. Any other exception to this policy must be approved by the City Manager.

D. **Work on a Holiday.** If a regular or probationary employee is required to work on a holiday, the employee shall be compensated by payment at a rate of one and one-half times the hourly rate of base pay for the employee or by compensatory time at a rate of one and one-half times the hours worked, at the choice of the employee unless budget funds are not available.

E. **Informal Leave.** Employees will be granted four (4) hours of informal leave each year to be taken between November 24 and January 23, scheduled with the appropriate supervisor's approval. Informal leave does not accumulate or carryover and has no cash value.

F. **Personal Business.** Employees will be granted twelve (12) hours of leave each year to be taken between July 1 and June 30. Part-time employees or employees starting after July 1 shall receive a prorated amount. Personal business shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be used by an employee for any purpose they desire.

ARTICLE 9. VACATION

A. **Eligibility.** Employees shall be entitled to a vacation from duty, with pay, after completing six (6) months of continuous work for the City.

B. **Scheduling.** Department managers must approve vacation requests. Probationary employees shall not be eligible for vacation, but if later qualified as regular employees, they shall be credited with vacation from the date initially beginning six (6) months of continuous service.

Vacation requests will be granted on a first come, first served basis by each supervisor or department manager. If two employee request vacation at the same time for the same vacation period, the tie will be broken by seniority, as defined by Article 14.

C. **Accruals.** Full-time, regular employees will be credited with forty (40) hours of vacation leave at the completion of their first full six (6) months of service, and an additional forty (40) hours at the completion of their first full year of service. Thereafter, they shall accrue vacation leave on a pro-rata basis each pay period according to the following schedule:

<u>Length of Completed Service</u>	<u>Amount</u>
1-24 months	80 hours per year (10 days)

25-60 months	96 hours per year (12 days)
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61-108 months	120 hours per year (15 days)
109-168 months	140 hours per year (17.5 days)
168-239 months	160 hours per year (20 days)
240 + months	192 hours per year (24 days)

Other regular employees working at least thirty (30) hours per week shall earn vacation based on a prorated basis, comparing their regular scheduled workweek to a normal forty (40)-hour workweek.

D. **Accumulation of Vacation.** Vacation earned at the end of an employee’s first six (6) months may be used during the employee’s second six (6) months of employment or may be carried over, in whole or in part, until the employee has completed the first year of employment. After an employee’s first six (6) months of employment, vacation may be used as soon as it is accrued, however vacation time may accrue only up to a maximum of not more than one and one-half times the allowable annual vacation. Vacation time accrued above the maximum allowable hours on June 30 of each year will be forfeited. All accrued and accumulated vacation time shall be scheduled and used as soon as practicable.

E. **Terminal Vacation Leave.** An employee whose employment is terminated during the initial six (6) months of employment shall not be entitled to vacation leave. Those employees who have served an initial six (6)-month period, and qualified as a regular employee, shall be entitled to payment for accrued and unused vacation leave. In case of death, compensation for accrued and unused vacation leave shall be paid to the deceased employee’s beneficiary in the same manner that salary due to the decedent is paid.

F. **Sell Back.** Employees are eligible to sell back vacation under the same City policy, procedures, and conditions that apply to other City employees.

ARTICLE 10. SICK LEAVE

A. **Accrual.** Employees shall begin to earn sick leave on the first day of employment with the City. Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee’s service (12 days per calendar year), for employees who work full forty (40)-hour weeks; employees who work less than forty (40) hours per week shall earn sick leave based on a prorated basis, comparing their regular scheduled work week to a forty (40)-hour work week. The maximum sick leave accrual will be one thousand five hundred (1,500) hours. Sick leave will not continue to accrue once the employee’s balance reaches the maximum allowable hours.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regular prescribed rate. Sick leave does not accrue during any period of unpaid leave of absence, except as required under Family Medical Leave laws.

B. **Utilization.** Sick leave shall be granted for any reason as required by law.

C. **Notification.** If an employee's need to use sick leave is unforeseeable, the employee shall inform his or her immediate superior as soon as practicable. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately. Holidays and other normal days off during the week shall not be charged against sick leave.

If the reason for sick time is a foreseeable absence (such as a pre-scheduled medical appointment), the employee must provide notice as soon as practicable in advance of the absence. When an employee uses sick time for a foreseeable absence, the employee shall make a reasonable effort to schedule the leave in a manner that does not unduly disrupt the operations of the City..

D. **Medical Verification.** After the employee returns to work, the City may require medical verification after an employee has been on sick leave for three (3) consecutive days. However, the department manager or City Manager may require medical verification for sick leave taken under three (3) days if the employee's pattern of sick leave use indicates potential abuse of sick leave. The City will comply with all laws regarding medical verification. The employee shall bear no costs of the doctor's note.

E. **Separation.** Under no circumstances shall any employee who is terminating employment be paid for any accrued sick leave. For employees who qualify under PERS guidelines, accrued sick leave balances will be reported to PERS according to state law. In the case of death while employed by the City, compensation for all accrued sick leave shall be paid to the beneficiary in the same manner as the salary and unused vacation time that would have been due the deceased employee.

ARTICLE 11. OTHER LEAVES OF ABSENCES

A. **Leave Requests.** Employees may request a leave of absence with or without pay for the purposes specified in this article. Each request shall be judged by the City and granted or denied based on the guidelines provided in this article.

B. **Bereavement Leave.** Employees will be granted bereavement leave in accordance with the Oregon Family Leave Act (OFLA).

C. **Casual Leave.** A regular employee working forty (40) hours per week may be granted three (3) work days or forty-eight (48) hours, whichever is less, casual leave with pay per calendar year for the following reason only: death in his or her immediate family. For the purpose of taking casual leave, "immediate family" includes: parent, grandparent, sibling, child, grandchild, spouse, sibling-in-law, parent-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, or family members who stand in similar family relationships to the employee requesting the leave. Regular employees working less than forty (40) hours per week will receive casual leave on a pro-rated basis.

Request for such leave must be made in writing to the City Manager and must establish reasonable justification for approval of the request. Such requests should be made in advance whenever possible. If an emergency arises and prior approval is not possible, the employee should use vacation time and have casual leave approved upon return.

Casual leave will run concurrently with any additional OFLA bereavement leave.

D. **Personal Leave.** Personal leaves of absence without pay may be granted to employees who do not qualify for other types of leaves of absence. Requests for such leave must be in writing and must set forth the reason for the request. All personal leaves of absence are subject to the discretion of the City and must be approved by the Human Resources Manager.

E. **Witness/Jury Duty Leave.** Any regular employee shall be granted a leave of absence with pay for (1) service on a jury; provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money received for jury service; and (2) appearance before a court, legislative committee or judicial body as a witness for a matter related to their employment in response to a subpoena or other direction by proper authority, provided that the salary paid shall be reduced by an amount equal to any compensation received from the court. The salary paid to the employee during this time shall be reduced by the amount equal to any compensation earned for his/her participation. It shall be the responsibility of the employee receiving the payment to notify the City of the amount in all the above mentioned cases. Alternately, the employee can sign over their payment for jury duty or witness participation to the City and receive their full salary.

A copy of the court notice or subpoena must be submitted to the employee's supervisor to verify the need for such leave.

F. **Other Leaves and Donation Rule.** The City will provide employees with other paid and unpaid leaves of absence, as well as the leave donation rule, as defined by the City's Employee Handbook.

G. **Union Leave.** The City may, at its sole discretion, grant unpaid leave for Union activities upon written request from an employee. If the unpaid union leave is two (2) weeks or less, employees will continue to accrue benefits and maintain insurance.

ARTICLE 12. EDUCATION AND TRAINING

The parties agree to follow the City's policy on Education and Training.

ARTICLE 13. PROBATIONARY PERIOD

A. **New Hires.** All newly hired employees, including those formerly employed by the City, shall be deemed on probation from the last date of hire for at least six (6) successive months of regular full-time employment thereafter in order to demonstrate their qualifications to do the work to the City's satisfaction. The six (6) months shall be prorated for employees with a full-time employment status of less than forty (40) hours per week. The City shall evaluate the probationary employee's performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation so stating, or written documentation from the appropriate supervisor or designee stating that the probationary performance has been satisfactory.

In the case of the new hires, the City in its sole discretion may discipline, discharge or layoff an employee during the probationary period without recourse by the employee or the Union to the dispute resolution procedure.

B. **Promotions.** An employee promoted to a higher classification within the bargaining unit shall be deemed on probation for a period of at least six (6) consecutive months in that classification starting from the date of promotion to the classification.

If an employee is temporarily assigned to a higher classification and the employee is subsequently promoted to that higher classification, the time of the temporary assignment will not count toward the employee's six (6) months of promotional probation.

The City will evaluate probationary employees during the probationary period following promotion at not less than ninety (90) day intervals. During this probationary period, the promoted employee may be demoted to the employee's previous position without just cause, and for any reason not prohibited by law, and without a right to grieve under the dispute resolution process.

C. Extensions. The probationary period for all employees shall be extended for any period of time for which the employee is on an approved leave of absence for fourteen (14) days or longer. The extension period shall equate to the same amount of time the employee was on approved leave.

The City in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three (3) months if the City determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the City shall notify the employee and the Union of such extension in writing.

If probation is extended for the express and sole purpose of meeting the City's requirement to obtain a CDL, only the failure to obtain or qualify for a CDL shall be grounds for removing an employee from employment during the extended period. This does not preclude the City's ability to take disciplinary action for just cause that might result in an employee's termination.

ARTICLE 14. SENORITY

A. **Definition of Seniority.** Seniority for full-time employees shall be determined by the employee's length of continuous service within the bargaining unit since the last actual date of hire ("anniversary date") by the City. After joining the City, any time spent on military leave, paid leaves, OFLA and FMLA leave, whether paid or unpaid, and duty-connected disability leave shall be included in determining length of service. To qualify for seniority, an employee must satisfactorily complete his/her probationary period. Ties in seniority shall be broken by lot.

B. **Breaks in Seniority.** Seniority shall be broken and employment is terminated by any of the following events:

1. Voluntary resignation or retirement.
2. Discharge.
3. Layoff for twelve (12) continuous months.
4. Absence from work due to off-the-job illness or off-the-job injury for twelve (12) continuous months.
5. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within fourteen (14) calendar days of mailing except as set forth below.
6. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven (7) calendar days of receipt of notice of a limited or full medical release to return to work.
7. Absence from work due to an on-the-job injury or on-the-job illness in accordance with ORS 659A.043 and 659A.046.
8. Failure to return from military leave in accordance with applicable law.

Employees who are recalled to a position less than their previous FTE or to a position of half their previous salary may decline the recall and remain on the layoff list.

C. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue.

D. If a bargaining unit member promoted into a supervisory or management position returns to the bargaining unit within twelve (12) months, his/her seniority shall be restored for the time spent in the bargaining unit.

ARTICLE 15. LAYOFF AND RECALL

When the City determines that a layoff of employee(s) is necessary due to a shortage of funds, lack of work, elimination of positions or other reasons, the following conditions will apply:

A. **Layoffs.** The City will determine the number of positions to be eliminated by classification. The procedures and rights set forth in this article apply when a position held by a bargaining unit employee is eliminated, not when an employee's hours are reduced, unless the reduction in hours results in the elimination of a full-time position and creation of a part-time position. In the event there are temporary/seasonal or probationary employees in the classification(s) selected for layoff, those employees will be laid off first. In the event there are no temporary/seasonal or probationary employees in the classifications selected for layoff, the regular employees in those classifications shall be laid off in reverse order of their bargaining unit seniority, as defined in Article 14.

B. **Layoff Procedures.** Impacted employees and the AFSCME representative shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the positions to be laid off. If the Union desires to discuss possible options to the pending layoff, it shall notify the City to schedule a meeting within seven (7) calendar days of receipt of notice of layoff. The parties acknowledge that this discussion is not bargaining and will have no impact on the layoff timetables as discussed in this article. Employees who have an FTE reduction by half or more have the option of accepting the reduction or triggering their bumping rights. Employees shall have the following options:

1. Accept the layoff and be placed on the recall list for twelve (12) months from date of layoff.
2. Request assignment to a vacant position within the bargaining unit for which they possess the mandatory skills, qualifications, and special requirements, certifications/licenses. The decision to fill the vacant position is in the City's sole discretion.
3. Exercise their bumping rights as set forth in Section C, below.

C. **Bumping Procedure.** Employees who receive notice of layoff may exercise their bargaining unit seniority to bump an employee with lower seniority in the same classification or an employee with lower seniority and the same or lower pay in a classification that employee has held in the last five (5) years and for which they possess the mandatory skills, qualifications, City of Dallas and AFSCME Collective Bargaining Agreement

and special requirements, certifications/licenses. Bumping rights must be exercised in writing within five (5) calendar days of receipt of layoff notice. Any employee who is bumped by a more senior employee may, in turn, bump another employee by exercising their bumping rights as described above.

If, after thirty (30) days of on-the-job orientation, the City finds the employee who has bumped into another job is not satisfactorily performing the job duties, the employee will be laid off. The decision to layoff the bumping employee is in the City's sole discretion. Employees may not grieve this decision under the dispute resolution article. The employee will be placed on the layoff list based on the date of the original layoff.

D. Recall Procedures.

1. Employees laid off shall be placed on layoff lists in order of bargaining unit seniority as defined in Article 14. Employees shall be recalled according to such lists as positions equal to or below their previous pay grade become available within their former classification, the same or lower pay in a classification that employee has worked in the last five (5) years and for which they possess the mandatory skills, qualifications, and special requirements, certifications/licenses or can reasonably be expected to possess them in the amount of time that would be allotted for a new hire. Recall rights will continue for twelve (12) months from date of layoff unless the employee's seniority is broken and employment is terminated as set forth in Article 14, Section B.
2. Upon recall to a position in the City, a recalled employee shall have all unused accruals of sick leave, vacation accrual rate, and seniority in effect on the date of layoff restored.
3. Employees on layoff must keep Human Resources informed of their most current address, email and telephone number during the period of layoff, as well as any changes in certifications or licenses that may affect their recall rights. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within fourteen (14) calendar days of mailing shall result in forfeiture of all recall rights.

ARTICLE 16. PERSONNEL FILES

A. Each employee shall have the right, upon request, to review and obtain and request a copy the contents of their personnel file, exclusive of materials received prior to the date of his/her employment by the City. A charge may be assessed for providing such copies, consistent with the City policy. An employee's Union representative may receive copies of the City of Dallas and AFSCME Collective Bargaining Agreement

documents in the employee's file upon written request of the affected employee. The official personnel file shall be maintained by the Human Resources Manager or his/her designee.

B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or his/her designee, and by the City Manager or his/her designee, Human Resources Manager or his/her designee, the employee's department manager or immediate supervisor, the City's legal counsel, appropriate governmental agencies and others on a need-to-know basis.

C. Material, which may be construed to be derogatory toward the employee, shall not be filed in the personnel file unless the employee has been provided a copy of the material or the material has been mailed to the employee's last known address. An employee may include a written statement of explanation or rebuttal to any materials placed in the file.

D. **Retention of Documents.** Notices of disciplinary action shall be retained in the employee's personnel file. Notices of written reprimand shall be considered to be "stale" after three (3) years from the incident in question, unless the employee receives subsequent discipline of a like or similar nature within that time period. These "stale" notices will not be used to establish progressive discipline in future disciplinary action against the employee, but may be used in any civil or arbitration proceeding for the purpose of establishing that the employee was aware of the policy or standard in question, as well as to show consistency of disciplinary action between employees; lack of discrimination; the existence of mitigating or extenuating circumstances and compliance with legal obligations.

ARTICLE 17. DISCIPLINE

A. Disciplinary action may include any or all of the following: written reprimand, suspension for one or more days without pay, reduction in current pay step, demotion, and discharge. Notice of any discipline will be given in writing. Regular employees are subject to discipline or discharge for just cause. Probationary employees are subject to discipline or discharge at the will of the City.

B. Unless otherwise warranted by the circumstances, discipline shall normally be progressive. -The City reserves the right to determine the type and level of discipline to be issued to an employee and may skip steps and utilize any of the forms of disciplinary action referenced in Section A above subject only to just cause standards.

C. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

D. An employee is allowed to consult with a Union representative or have a Union representative present during interviews with management representatives if the employee
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believes the interview might reasonably lead to discipline of the employee. The role of the Union representative at these meetings shall be as defined by the Employment Relations Board. This opportunity for representation shall not unduly delay these interviews or meetings more than two (2) hours. This section shall not apply to any interview or meeting with an employee held in the normal course of business for counseling, instruction, or other routine contact with a manager or supervisor where discipline is not contemplated.

ARTICLE 18. DISPUTE RESOLUTION

A. **Grievance Definition.** For purposes of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement.

B. **Exclusive Remedy.** Grievances shall be initiated and processed in the manner provided below. The parties acknowledge that this process is the exclusive and binding process for the resolution of disputes constituting grievances.

C. **Time Limits and Procedures.** Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Any such waiver must be reduced to writing by the party requesting it and agreed to in writing by the other party (exchanged e-mails shall be sufficient to meet this requirement). Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The City shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon in writing. Upon failure of the City to respond to a grievance within the specified time limits, the Union will be permitted to advance the grievance to the next step.

D. **Grievances.** The written grievance shall include:

1. The name and position of the employee by or on whose behalf the grievance is brought, if applicable.
2. The date of the circumstances giving rise to the grievance, and/or the date of the employee's first knowledge thereof, if later.
3. A clear and concise statement of the grievance including the relevant facts.
4. The specific provision or provisions of this Agreement allegedly violated by the City.
5. The remedy or relief sought by the employee.

E. **Grievance Procedure.**

Step One: Within fifteen (15) calendar days after the incident that led to a grievance, the aggrieved employee shall discuss the matter with the appropriate supervisor. The employee must make clear to the appropriate supervisor that he/she believes the Agreement was violated.

If the parties cannot resolve the grievance, the employee or Union shall file a formal grievance with the employee's appropriate supervisor. The supervisor or another representative of the City will, within fifteen (15) days of receipt of the grievance, render a decision after meeting with the aggrieved employee and/or Union representative. If the grievance is not resolved, the employee will, within fifteen (15) calendar days of the City's decision, proceed to Step 2.

Step Two: The grievance, along with all pertinent written information will be submitted to the department manager or designee. The department manager or designee will meet with the employee and/or the Union representative and will render a decision within fifteen (15) calendar days of the receipt of the grievance. If the department manager's decision does not resolve the grievance, the Union may advance the grievance to Step 3.

Step Three: If the Union chooses to advance the grievance to Step 3, the Union must provide notice to Human Resources and request a list of arbitrators from the Employment Relations Board within thirty (30) days of the City's response in Step 2. Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the party requesting arbitration shall strike the first name from the list. Strikes shall be exercised alternately until each party has exercised three (3) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection; and the arbitrator shall schedule a hearing.

F. **Arbitrator Limitations.** The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this Agreement. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this Agreement; nor to substitute the arbitrator's judgment for that of the City as to any matter within City's discretion under this Agreement, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this Agreement.

In the event the parties dispute timeline issues of the grievance procedure, the arbitrator will be limited to hear the timeliness argument first, including any closing summations by the parties. The arbitrator will then rule from the bench on the timeliness issue. The arbitrator will not hear the merits of the grievance at that time.

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G. **Miscellaneous.** Any necessary expenses for the services of the arbitrator shall be paid by the losing party, as determined by the arbitrator. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses, subject to changes in relevant case law. The names of any witness to be used in arbitration, except rebuttal witnesses, by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

H. **Decision.** The decision of the arbitrator, if arrived at pursuant to the provisions of this Agreement, shall be final and binding upon the parties.

I. **Informal Discussion Permitted.** Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

ARTICLE 19. NO STRIKE

A. During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article.

B. In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make a reasonable attempt to secure an immediate and orderly return to work.

ARTICLE 20. LABOR MANAGEMENT

A. **Labor Management.** The joint labor-management committee (LMC) shall meet semi-annually or more frequently by mutual agreement. The intent of the LMC is to facilitate communication between the parties by providing the form for discussion and collaborative problem solving of issues not addressed by the Agreement such as staff morale, operational methods and procedures, attendance, safety, and other policies of the department which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining. Issues that have not been previously addressed to the appropriate City department
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management member shall not be considered by the LMC. The LMC shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.

B. Committee Structure. The Union and the City shall appoint two (2) City-paid representatives each to the LMC. The committee will meet to establish a meeting schedule to share information and discuss issues, which might be appropriate for further LMC activity. It is agreed that LMC meetings shall be City paid. The parties mutually agree to utilize a consensus method involving all recommendations of the committee to the City. LMC members shall provide Human Resources with agenda topics for upcoming meetings not less than one (1) week prior to the scheduled meeting, otherwise the meeting shall be cancelled.

ARTICLE 21. OUTSIDE EMPLOYMENT

- A. The employee shall be able to work in jobs other than City employment so long as:
1. It does not detract from the efficiency of the employee in his/her City work;
 2. There is no conflict of interest between the City work and the outside work;
 3. It is not discreditable to employee's City employment;
 4. It does not conflict with those persons who are on emergency calls; and
 5. It is clear to the employee that in any situation wherein extra duty will be necessary in his/her City work, that such extra duty will be in preference to his/her outside work, and that such extra duty hours will not conflict with his/her outside work.

However, should the employee take a leave of absence, the employee agrees that the status quo for outside employment shall be maintained. In addition, employees on medical leaves are responsible for being informed of their medical restrictions and are prohibited from performing work in their outside employment which involves intentionally exerting themselves beyond their medical restrictions.

B. Before an employee starts a second job, that employee will notify Human Resources in writing (e.g. email, etc.). If the City believes that this outside employment violates this article, Human Resources or its designee will provide an explanation of those violations in writing within seven (7) calendar days and deny the outside employment.

ARTICLE 22. CONTRACTING OUT

A. Prior to contracting or subcontracting exclusively bargaining unit work that reduces or eliminates a bargaining unit position, the City shall notify the Union. The Union shall develop alternatives and other proposals and make a report, including a recommendation where possible, to the City Manager within thirty (30) days of the City's notice.

Upon receiving the Union's report and any additional information from any mediation process, the City Manager shall make a decision as to whether or not to contract the work. Should the City Manager decide to contract, or subcontract work, the affected employees shall be given, at least thirty (30) days prior written notice. If the decision to contract or subcontract out work under this article necessitates a layoff, the employee will be laid off according to Article 15 of this Agreement. The notice provision in this article will be in addition to the notice for a laid off employee in Article 15 for a total of sixty (60) days.

ARTICLE 23. MANAGEMENT RIGHTS

A. **Management Rights.** It is recognized that an area of responsibility must be reserved to the City if City government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

1. The determination of the governmental services to be rendered to the citizens of Dallas.
2. The determination of the City's financial, budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City Council establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of duties and qualifications of job classifications; the right to hire, promote, transfer and retain employees; the right to discipline or discharge; the right to layoff for lack of work or funds; the right to abolish positions or reorganize the department or divisions within the department; the right to determine

schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

B. **Informal Meetings.** This article shall not preclude the Union and the City from meeting during the period of this Agreement at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties.

ARTICLE 24. SAVINGS CLAUSE

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

ARTICLE 25. FIELD CLOTHING

A. **Eligibility.** For the purposes of this article, eligible field employees are Public Works Operators and Laborers, Mechanics, Parks Workers, Building Inspectors, and Engineering Technicians.

B. **Clothing Allowance.** The City will provide all eligible employees with required uniform shirts and five pairs of work pants for all eligible employees annually.

In addition, due to increased wear and tear, employees working in the Sewer Department, Water Department, and Parks Department shall be allowed to purchase footwear from a vendor of the City's choice and have the City billed directly, not to exceed \$200 annually. These boots will be considered work wear and should be kept at the shops or in the office when not being used at work.

The City will continue to supply all bargaining unit employees with OSHA/OROSHA required safety equipment and all eligible field employees with rain gear.

C. **Repair and Replacement of Issued Items**

The City will be responsible for the replacement and repair of all uniform items and protective clothing unless the loss or damage is caused by the member's neglect. If a member loses or damages an item through neglect s/he will be required to purchase an approved replacement

item. The member is responsible for notifying his/her supervisor of any loss or damage to department equipment as soon as practicable.

D. Need for Replacement

The City has the authority to determine if and when replacement of any uniform item is required.

ARTICLE 26. NON-CONTRACTUAL STANDARDS AND BENEFITS

The City agrees to follow the provisions of ORS 243.698.

ARTICLE 27. INCLEMENT WEATHER

The City agrees to comply with the following policy when ice, snow, freezing rain or other inclement weather conditions occur:

A. **Reporting Expectations for Non-Essential Employees:** In the event the City Manager determines that the City will remain open for services during an inclement weather day, all employees whose services are not essential to perform road, maintenance or other necessary services on that workday should use their good judgment to determine whether they can safely get to or from work. In the even employees whose services are not essential determine that they cannot safely travel to or from work, they may utilize compensatory time or vacation pay to cover missed hours. All employees are required to notify their supervisor of anticipated delays or inability to report to work as soon as possible but no later than thirty (30) minutes after their scheduled start time.

B. **Reporting Expectations for Essential Employees:** Employees whose services are deemed essential on any inclement weather day (Facilities Maintenance, Public Works and other essential employees as determined by the City in advance) will be expected to report to their work location or reporting location as designated by the City within (60) minutes as directed by the City.

Essential employees required to work when City departments are closed due to inclement weather will receive their regular rate of pay plus an equivalent number of comp hours for only those hours worked during periods in which time City Hall has been closed by the City Manager, whether a partial or full day closure.

ARTICLE 28. CELL PHONES

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A. Pursuant to the City's policy, the City will determine which employees shall receive a cell phone or cell phone allowance under the City's policy.

B. Employees who are not provided a cell phone or cell phone allowance under the City's policy will not be required to use their own personal cell phone or smart phone for City business.

ARTICLE 29. CERTIFICATION

A. **Certification Pay.** Any members who are employed by the City as of the signing date of this contract that are receiving a two percent (2%) certification incentive will be grandfathered in for the purposes of certification incentives as long as they remain in their current position.

Employees with the following certifications shall receive a one percent (1%) differential for each certification with a maximum of eight percent (8%). The certification differential(s) only apply to certifications that are not already required as a minimum qualification for the position. Eligible certifications shall include:

For Building Inspector I:

- A-level Structural Inspector
- A-level Plans Examiner
- A-level Mechanical Inspector

For Building Inspector II:

- Fire, Life and Safety Plans Examiner
- B-level (SPI) Plumbing Inspector
- Building Official

For Permit Technician:

- B1 Residential
- M1 Residential
- C-Level Plans Examiner

For Environmental & Field Compliance Technician

- Certified Erosion and Sediment Control Lead (CESCL)
- Cross Connection Specialist
- APWA Certified Stormwater Manager

For Project Manager:

- ODOT ADA Inspector
- APWA Certified Public Infrastructure Inspector
- Certified Inspector (ODOT)

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For Facilities Maintenance Foreman:

- Restricted Energy Contractor's license
- Public Pesticide Applicator's license
- Facility Management Professional certification

For Water Utility Worker I:

- Water Treatment Operator I Certification from the State of Oregon

For Water Utility Worker II:

- Water Treatment Operator I Certification from the State of Oregon
- Water Distribution System III Operator Certification from the State of Oregon
- Water Distribution System IV Operator Certification from the State of Oregon

For Water Treatment Plant Operator III:

- Water Treatment Operator IV Certification/FE from the State of Oregon

For Water Foreman:

- Water Treatment Operator I Certification from the State of Oregon
- Water Treatment Operator II Certification from the State of Oregon

For Utility Worker II:

- Wastewater Collection System III Operator Certification from the State of Oregon
- Wastewater Collection System IV Operator Certification from the State of Oregon

For Parks Maintenance Worker I:

- Certified Playground Safety Inspector
- Wastewater Collection Systems Operator 1
- Certified Urban Forester

For Parks Maintenance Worker II:

- Certified Playground Safety Inspector
- Wastewater Collection Systems Operator 1
- Public Pesticide Applicator's license

For Economic Development Specialist:

- Oregon Certified Economic Developer Certificate (through OEDA)
- Certified Economic Developer Certificate (through IEDC)

For Planner II:

- American Institute of Certified Planners Certification

For Library Assistant or Library Aide II:

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Master of Library Science (MLS) or Master of Library Information Science (MLIS)
Library Support Staff Certification Program (LSSCP)

For Executive Assistants:

Executive Assistant Certificate

For Administrative Assistant and Accounting Assistant (in Finance)

Certificate in Computer Skills for the Office

For Code Services Specialists:

Code Services Professional Certification

Employees that pass the following *pair* of tests shall receive a one percent (1%) differential for each *pair* of tests listed below that s/he passes with a maximum of eight percent (8%) incentives. The certification differential(s) only apply to certifications that are not already required as a minimum qualification for the position. Eligible certifications/tests shall include:

For Mechanic Maintenance Specialist:

ASE Auto Technician

Engine Repair and Automatic Transmission/Transaxle
Manual Drive Train & Axles and Suspension & Steering
Brakes and Electrical/Electronic Systems
Heating & Air Conditioning and Engine Performance

ASE Truck Technician

Gasoline Engines and Diesel Engines
Drive Train and Brakes
Suspension & Steering and Electrical/Electronic Systems
Heating, Ventilation & A/C and Preventive Maintenance Inspection

EVT Fire Apparatus Technician

Inspection, Maintenance & Testing and Design & performance
Fire Pumps & Accessories and Electrical Systems
Aerial Fire Apparatus and Allison Auto Transmissions

EVT Ambulance Technician

Inspection, Maintenance & Testing and Design & performance
Ambulance Electrical Systems and Ambulance Heating, AC & Ventilation
Cab, Chassis and Powertrain

B. Additional “certification pay” for utility employees, water utility employees and building inspectors will be based on the City process as outlined below:

An employee is hired into the position for which s/he has required certifications. For instance, a public works water employee with no certifications would be hired as a water utility technician. The City will assist the employee as feasible if they desire to take classes and test for

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certifications. For example, a water utility technician, once s/he had the required experience and education, could test for and receive his/her Water Distribution System I Operator certification from the state. At that time, the employee would meet the requirements for a Water Utility Worker I and would be promoted to that new position following the procedure for promotion in the Employee Handbook and CBA.

That same employee could continue to take classes and test for additional certifications. If, for instance, the Water Utility Worker I took the test for and received his/her Water Distribution II certification from the state, s/he would then meet the requirements for a Water Utility Worker II and would be promoted to the new position following the procedure for promotion in the Employee Handbook and CBA.

C. The City will pay for the certification test regardless of the pass/fail status.

ARTICLE 30. DURATION

A. This Agreement shall commence on July 1, 2023, and remain in full force and effect until June 30, 2026.

B. The Union shall notify the City in writing not later than February 15th of the final year of the Agreement of its intention to negotiate a successor agreement, in which event the parties shall strive to commence negotiations not later than thirty (30) days after receipt of such notice.

**AFSCME Council 75, Local 173-3
COLLECTIVE BARGAINING AGREEMENT (2023-2026)**

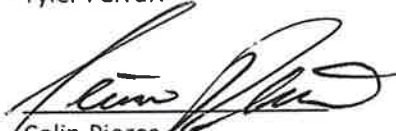
Executed this 30 day of July, 2023.

FOR THE UNION:

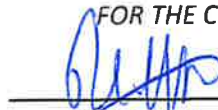

Frank Vehoafic, AFSCME



Tyler Ferrari



Colin Pierce

FOR THE CITY:


Brian Latta, City Manager



Emily Gagner, Assistant City Manager

Appendix A

Effective June 24, 2023

AFSCME Bargaining Unit (23-24 Contract Year)							
Range	Position Titles	1	2	3	4	5	6
17	Library Aide II	3,389.91	3,525.51	3,666.53	3,813.19	3,965.72	4,124.34
17	Administrative Assistant	19.56	20.34	21.15	22.00	22.88	23.79
18	Head Lifeguard	3,525.51	3,666.53	3,813.19	3,965.72	4,124.34	4,289.32
18		20.34	21.15	22.00	22.88	23.79	24.75
19	Utility Technician, Water Utility Technician	3,666.53	3,813.19	3,965.72	4,124.34	4,289.32	4,460.89
19		21.15	22.00	22.88	23.79	24.75	25.74
20	Accounts Payable Clrk, Engineering Tech Asst	3,813.19	3,965.72	4,124.34	4,289.32	4,460.89	4,639.33
20		22.00	22.88	23.79	24.75	25.74	26.77
21	Maint Wrkr I (Parks), Library Asst, Accounting Clerk	3,965.72	4,124.34	4,289.32	4,460.89	4,639.33	4,824.90
21	Utility Worker I, Water Utility Worker I	22.88	23.79	24.75	25.74	26.77	27.84
22	Planner I, Maint Worker II	4,124.34	4,289.32	4,460.89	4,639.33	4,824.90	5,017.89
22		23.79	24.75	25.74	26.77	27.84	28.95
23	Permit Tech, Engineering Tech I, Executive Assistant	4,289.32	4,460.89	4,639.33	4,824.90	5,017.89	5,218.61
23	Accounting Assistant	24.75	25.74	26.77	27.84	28.95	30.11
24	Utility Worker II, Water Utility Worker II	4,460.89	4,639.33	4,824.90	5,017.89	5,218.61	5,427.36
24	Econ Dev Spec., Code Svc Spec, Court Svc Admin	25.74	26.77	27.84	28.95	30.11	31.31
25	WTP Operator II, GIS Technician	4,639.33	4,824.90	5,017.89	5,218.61	5,427.36	5,644.45
25	Mechanic Maint.Spec., Eng Tech II	26.77	27.84	28.95	30.11	31.31	32.56
26	Enviro. Compliance Tech., Water System Operator II	4,824.90	5,017.89	5,218.61	5,427.36	5,644.45	5,870.23
26	Utility Worker III/Leadworker	27.84	28.95	30.11	31.31	32.56	33.87
27		5,017.89	5,218.61	5,427.36	5,644.45	5,870.23	6,105.04
27		28.95	30.11	31.31	32.56	33.87	35.22
28	PW Foreman, Water Foreman, Fac Maint. Foreman	5,218.61	5,427.36	5,644.45	5,870.23	6,105.04	6,349.24
28	WTP Operator III, Bldg Insp I, Engineering Tech III	30.11	31.31	32.56	33.87	35.22	36.63
29	Senior Accountant, Project Manager	5,427.36	5,644.45	5,870.23	6,105.04	6,349.24	6,603.21
29	Water System Operator III	31.31	32.56	33.87	35.22	36.63	38.10
30	Planner II	5,644.45	5,870.23	6,105.04	6,349.24	6,603.21	6,867.34
30		32.56	33.87	35.22	36.63	38.10	39.62
31	Building Inspector II	5,870.23	6,105.04	6,349.24	6,603.21	6,867.34	7,142.03
31		33.87	35.22	36.63	38.10	39.62	41.20
32	Senior Planner	6,105.04	6,349.24	6,603.21	6,867.34	7,142.03	7,427.71
32		35.22	36.63	38.10	39.62	41.20	42.85
33	Civil Engineer	6,349.24	6,603.21	6,867.34	7,142.03	7,427.71	7,724.82
33		36.63	38.10	39.62	41.20	42.85	44.57