

COLLECTIVE BARGAINING AGREEMENT

SEIU LOCAL 503, OPEU SPRINGFIELD CITY EMPLOYEES LOCAL 995

and

CITY OF SPRINGFIELD

Expires June 30, 2028

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PREAMBLE

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

ARTICLE 1 | RECOGNITION

1.1 Union Recognition

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

1.2 Bargaining Unit

The bargaining unit covered by this Agreement consists of all regular full and part-time employees of the City, excluding all:

- Supervisory employees;
- Confidential employees;
- Casual employees;
- Temporary employees; and,
- Employees currently represented by another union or association.

1.3 Limited Duration Employees

Employees hired for a limited duration shall be considered either regular part-time or regular full-time employees, and all Articles of this Agreement shall apply to them. At the end of the limited duration, such employees shall have all rights under ARTICLE 14 | LAYOFF.

ARTICLE 2 | NONDISCRIMINATION

2.1 Nondiscrimination

The City and the Union agree that the provisions of this Agreement shall not discriminate against any employees in the bargaining unit on the basis of race, color, sex, gender identity, age (18+), parent with a court-imposed medical support order, domestic violence victim status, genetic

information, citizenship status, military status, national origin, ethnicity, marital status, sexual orientation, religion, mental or physical disability, political affiliation, union membership, or other legally protected status or activity.

The City and the Union agree that an atmosphere conducive to mutual respect for all employees of the City is a mutual goal.

2.2 Employee Rights

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose or representation matters of employment relations.

No employee shall be interfered with, limited, restrained, coerced, or discriminated against by the City because of or in the exercise of their rights, and the City will follow all Federal and State statutes with respect to those rights.

ARTICLE 3 | MEMBERSHIP

3.1 Union Membership

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

3.2 Authorization and Deduction

The City agrees to deduct the Union membership dues from the pay of those employees who have authorized such deductions in writing.

Upon written, electronic or recorded oral request from an employee, monthly Union dues, plus any additional voluntary Union deductions shall be deducted from the employee's bi-weekly pay and remitted to the Union.

3.3 Membership Applications and Cancellations

All applications or cancellations of membership shall be submitted by the employee to the Union.

Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City payroll department receives will be promptly forwarded to the Union.

The Union will maintain the written, electronic and recorded oral authorizations records and will

provide copies to the City upon request.

3.4 Timing of Deductions

For all membership applications or deduction authorizations submitted by the Union to the City, deductions shall be made by the end of the following pay period in which application is submitted.

3.5 Irrevocable Provision

Any written, electronic or recorded oral dues authorization submitted that contains the following provision will cease only upon compliance by the employee with the states condition as follows:

“This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.”

3.6 Remittance of Deductions

The dues deductions will be direct deposited on pay day. An itemized statement shall be remitted to the Union’s Salem Headquarters by a method agreed to by both parties within ten (10) days after deductions are made.

The statement shall include the following information for each bargaining unit employee:

- (a) Name;
- (b) Employee ID number;
- (c) Amount of dues withheld;
- (d) Date of birth;
- (e) Budgeted FTE;
- (f) Location;
- (g) Hourly Rate of Pay;
- (h) Email address; and
- (i) Pay period dates.

3.7 Submission of New or Change Authorizations

A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City payroll department electronically by close of business on the business day immediately preceding the twentieth of each month.

The City agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made by the end of the following pay period.

3.8 Union Reports

Each pay period end, the City shall furnish electronically to the Union an alphabetical listing, by department of new employees hired into positions represented by the Union, members retired or separated from employment or members promoted out of the Union.

The list shall be provided by close of business each pay period end Friday, or if Friday falls on a holiday, by the close of business on the preceding business day.

The list shall contain if available, each listed:

- (a) Employee's name;
- (b) Home address;
- (c) Home phone number;
- (d) Work email address;
- (e) Work phone number;
- (f) Work location;
- (g) FTE;
- (h) Employee ID number;
- (i) Continuous service date;
- (j) Department; and
- (k) Classification.

Any additional information or periodic reports will be provided by the City when requested by the Union. The information shall be provided in electronic format using Microsoft Excel via email or by an alternative method agreed to by both parties.

The email shall be sent to SEIU Local 503 at employerdata@seiu503.org or to the agreed upon alternative. SEIU will notify the City if there are any changes in contacts for the purposes of this Article.

3.9 Hold Harmless

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

ARTICLE 4 | MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and, other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the right, in accordance

with its sole and exclusive judgment and discretion, to:

- (a) Direct and supervise all operations and functions;
- (b) Manage and direct the workforce, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work;
- (c) Hire, promote, and retain employees;
- (d) Determine schedules of work;
- (e) Purchase, dispose of, and assign equipment and supplies;
- (f) Determine the need for a reduction or an increase in the workforce;
- (g) Establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment;
- (h) Implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and subcontract or contract projects or works it deems appropriate.
- (i) Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the ARTICLE 32 | EXISTING CONDITIONS contained herein is satisfied.

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 | HOURS OF WORK AND OVERTIME

5.1 Workweek

The workweek is seven (7) days and begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

5.2 Shift Length

The City reserves the right to assign employees in a job classification or department to:

(a) 5-8 Work Schedule:

A 5-8 work schedule consists of five (5) consecutive workdays of eight (8) work hours each

week.

(b) 4-10 Work Schedule:

A 4-10 work schedule consists of four (4) consecutive workdays of ten (10) work hours each week.

(c) 9-Hour Work Schedule:

A 9-hour work schedule consists of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours, with every other week being a day off on the fifth (5th) day.

This schedule requires a modified work week agreement (See Section 5.9 Modified Workweek below).

(d) Alternative Work Schedule:

An alternative work schedule is a fixed schedule differing from a 5-8, 4-10, or 9-hour schedule (See Section 5.4 Alternative Work Schedules below).

(e) Flextime Work Schedule:

A flextime work schedule allows for variability in daily hours or start and stop times provided the total hours do not exceed forty (40) hours in a work week. Any flextime schedule must be approved in advance by the employee and their supervisor (or designee).

(f) Part-time Schedule:

Part-time employees shall be scheduled to work on a portion of any of the above specified schedules.

5.3 Workday

A workday is the 24 hour period starting at 12:00 a.m. and ending at 11:59 p.m. during which any employee is scheduled to work their normal shift.

5.4 Alternative Work Schedules

An employee may submit a written request to work an alternative schedule.

Approval of the request is contingent upon the alternative schedule meeting the operational needs of the City.

The employees' request must demonstrate the ability to meet the following criteria:

- (a) The alternative schedule will maintain or improve the employee's work performance.
- (b) The alternative schedule will support internal and external customer service standards.
- (c) The alternative schedule will maintain established staffing levels and ensure an equitable distribution of work.

(d) The alternative schedule will align with regularly scheduled or seasonal departmental needs, including meetings and group projects.

The City will provide a written response to the request within fourteen (14) calendar days. If the request is denied, the response must include the reason for denial. Requests for an alternative work schedule shall not be denied arbitrarily.

5.5 Change in Work Schedules

Established work schedules will normally be changed only after fourteen (14) days' written notice or sooner on mutual agreement. Less than 14 days' notice can be given if a schedule change is necessary because of an emergent need.

If an unplanned operational need outside the City's control requires a work schedule change for a non-exempt employee with less than twenty-four (24) hours' notice, and the revised schedule results in hours worked outside the employee's regular shift, all hours worked during the twenty-four (24) hour period beginning at the start of the employee's regular shift shall be paid at one and one-half (1.5x) times the employee's base hourly rate.

This rate is exclusive and shall not be paid in addition to any other premium or overtime rate.

No pyramiding shall occur.

5.6 Job Share

The City agrees to accommodate reasonable job share requests as mutually agreed upon based on operational needs and a benefit to the City.

Denials of job share requests will be reviewed by the City Manager or a designee and will not be subject to the grievance procedure contained herein.

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

5.7 Meal and Rest Periods

The City will provide meal and rest periods in accordance with state and federal laws except that the City agrees to provide rest periods in fifteen (15)-minute increments in accordance with the City's policy.

The parties agree that the Fair Labor Standards Act (FLSA) requires that meal and rest periods may not be skipped or saved up to allow an employee to leave work early or in any other manner modify their assigned work period.

5.8 Standby

Employees who are required to carry a communications device and are required to respond to City Hall within a reasonable period will be paid:

(a) One (1) hour of pay at the regular straight time rate of pay for each workday; and

(b) Two (2) hours of pay for every non-workday.

5.9 Modified Workweek

A modified workweek must be mutually agreed upon and structured to prevent overtime.

Full-time non-exempt employees must work 80 hours over a two-week period with each workweek totaling 40 hours.

Example 1:

Week 1: Monday-Thursday, nine (9 hours each), and Friday (8 hours).

Week 2: Monday-Thursday (9 hours each), and Friday off.

The workweek begins at 12:01 p.m. on Friday and ends at 12:00 p.m. the following Friday.

Example 2:

Week 1: Monday (8 hours each), Tuesday- Friday (9 hours each).

Week 2: Monday off, Tuesday-Friday (9 hours each).

The workweek begins at 12:01 p.m. on Monday and ends at 12:00 p.m. the following Monday.

5.10 Overtime

(a) Non-exempt Employees:

The City will pay overtime in accordance with the Fair Labor Standards Act.

In addition, a non-exempt employee who through a combination paid leave and hours worked that exceeds forty (40) hours in a pay week, will be compensated at a rate equal to one and one-half (1.5) times the employee's base rate of pay, subject to FLSA requirements.

Overtime will be rounded up to the nearest sixth minute (0.1).

Overtime will be compensated as pay unless the employee selects compensatory time.

(b) Exempt Employees:

Exempt positions are not eligible for overtime pay and do not accrue compensatory time, except as provided in this Article.

In lieu of regular overtime, exempt employees will be credited with additional vacation accrual at the rate of 1.539 hours per each full bi-weekly period or prorated portion for part-time exempt employees.

5.11 Work in Excess of Regular Schedule

(a) Non-exempt Employees:

When an employee is asked or required to work in excess of their regularly scheduled shift, all hours worked beyond their shift shall be compensated at a rate of one and one-half (1.5%) the employees base rate of pay; subject to FLSA requirements.

Exceptions to this provision are provided in Section 5.2 Shift Length under the alternative work schedule provisions.

(b) Exempt Employees:

Exempt employees who work more than their FTE during a work week will be credited with compensatory time off on a one-to-one basis for each additional hour worked under the following circumstances:

- (1) Attendance at a required meetings outside of normal work hours.
- (2) Actual time worked when on standby and called back to the worksite.

5.12 Part-time Employee Overtime

A non-exempt part-time employee working beyond their scheduled hours shall be paid at their regular rate of pay until they have reached forty (40) hours in a work week.

Additional hours beyond forty (40) in that work week will be compensated at one and one-half (1.5x) the employee's regular rate of pay in accordance with FLSA law.

5.13 No Pyramiding

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

5.14 Form of Compensation

Overtime compensation will be received in the form of pay or compensatory time off as directed by the department director or a designee.

The City will retain the right to schedule compensatory time off in accordance with the FLSA (i.e., the use of accumulated comp time shall be permitted within a reasonable period after a request of use has been made unless the request will unduly disrupt the operations of the City).

5.15 Telework

Employees and the City may mutually agree to telework on a case-by-case basis, subject to operational needs and supervisor approval.

Any telework arrangement must comply with the City's Telework Administrative Regulation, as adopted and as amended, including requirements related to workspace, data security, equipment, and safety.

Telework is not an entitlement and may be modified or ended by either party with reasonable notice, unless urgent operational needs require shorter notice.

Telework does not change an employee’s job duties, classification, pay, benefits, work hours, or expectations for availability and performance.

Overtime must be pre-approved. Changes to the Administrative Regulation will be bargained as required by law.

ARTICLE 6 | HOLIDAYS

6.1 Holiday Schedule

The City shall observe the following holidays:

<i>Holiday</i>	<i>Observed Day</i>
New Year’s Day	January 1
Martin Luther King, Jr’s. Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Day	December 25
Floating Holidays (2)	Scheduled by mutual agreement between supervisor and employee

Whenever the holiday falls on a Saturday, the preceding Friday will be given off; if the holiday falls on a Sunday, the following Monday will be given off.

If a holiday occurs during an employee’s vacation or sick leave, the time shall not be charged to such sick leave or vacation time.

6.2 Holiday Compensation

(a) Scheduled Workday and No Work Performed:

Eligible employees shall receive eight (8) hours of pay (prorated for part-time employees) for each designated holiday that falls within their workweek.

(b) Holiday Hours Worked:

Employees who are required to work a City recognized holiday receive one and one-half (1.5x)

times their base rate of pay for all hours worked, plus eight (8) hours holiday pay (prorated for part-time employees).

At the employee's choice, the premium for hours worked is either paid as wages or accrued as compensatory time off at one and one-half (1.5) hours for each hour worked, subject to the compensatory time cap in this Agreement.

If the cap is exceeded, the excess is paid as wages. Eight (8) hours of holiday pay is paid as wages and is not converted to compensatory.

(c) *Non-scheduled workday:*

If a holiday falls on an employee's regular day off, the supervisor will provide an equivalent time off within the same work week. If that is not possible, the employee will receive holiday pay in addition to their regular pay. Holiday pay does not count towards the overtime calculations.

(1) *Library Employees:*

The library is open Monday to Saturday, with some evenings until 7:00 p.m. Because of this schedule, employees may not be able to take an alternate day off in the same workweek as an observed holiday. To provide flexibility, the following options are available, in order of employees' preference.

If a holiday falls on an employee's regular day off, and with supervisor approval, the employee may:

(A) *Same Pay Period:*

Take the City-designated holiday on a different day within the same pay period. This may include a day in the week before or after the holiday week, even if it is not in the same work week.

(B) *Within Three Pay Periods:*

Take the holiday on a different day within the next three (3) pay periods following the pay period in which the holiday occurred. The selected day must be recorded as a comment on the timecard for which the time is being used.

(C) *Thanksgiving & Christmas Exceptions:*

For only these holidays, the time may be used within the same pay period, or the next three (3) pay periods, including into the next calendar year, if needed.

6.3 Floating Holidays

(a) A floating holiday shall be accrued upon completion of each six (6) months of service (two (2) floating holidays per fiscal year).

(b) A floating holiday will be credited to each employee's leave account on January 1 and July 1 each year.

(c) Employees who start employment mid-cycle will have their floating holiday prorated and added to their account on the date following their hire date.

- (d) A floating holiday must be used during the calendar year in which it is earned.
- (e) The City shall notify each bargaining unit employee between November 1 and 7 of each year if they have accrued holiday time that will expire if not used by December 31.

ARTICLE 7 | SICK LEAVE

7.1 Eligibility

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

7.2 Accrual

Sick leave is provided by the City at the accrual rate of 3.693 hours per full bi-weekly period of employment for forty (40) hour employees and prorated for all employees whose paid hours are below forty (40) hours.

The City will look to an employee's scheduled and paid work hours to determine their accrual. Vacation, sick, holiday, and compensatory time within those scheduled hours shall be included in determining the pro-rated accrual of sick leave per full bi-weekly pay period.

Sick leave shall not accrue during periods of leave of absence without pay of eighty (80) hours or more, except that sick leave shall continue to accrue during periods of unpaid leave that qualify as protected leave under state or federal law.

7.3 Maximum Accumulation

Maximum accumulation is nine hundred sixty (960) hours.

7.4 Utilization

Sick leave may be used on an incremental or continuous basis. The first forty (40) hours of time coded per calendar year that qualifies under the Oregon Sick Time Law, including any leave used for FMLA/OFLA qualifying absences or any leave accruals other than sick leave coded for qualifying absences, will apply to Oregon Sick Time.

Sick leave may be used for:

- (a) An employee's mental or physical illness, including pregnancy, childbirth and medical and dental appointments.
- (b) To care for a family member with mental or physical illness, injury, or health condition; including: diagnosis, treatment or preventative medical care.
- (c) Any leave covered under the Oregon Family Leave Act.

- (d) When the law requires an employer to exclude an employee from work for health reasons.
- (e) When the City or an employee's child's school (or place of care), closes for a public health emergency.
- (f) Absences related to domestic violence, harassment, sexual assault or stalking.

Covered family members include the employee's:

- (a) Spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340),
- (b) Biological child, adopted child, stepchild, foster child, same-gender domestic partner's child,
- (c) Parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent,
- (d) Grandparent,
- (e) Grandchild,
- (f) Any relative residing in the employee's immediate household,
- (g) Any individual with whom an employee has or had an in loco parentis relationship and to care for any other individual as defined by OFLA or FMLA.

If an employee exhausts their sick leave, they may use vacation, compensatory time, or other available leave time. If no paid leave remains, leave without pay may be used in accordance with Section 9.1, Leave Without Pay and City administrative regulations.

7.5 Physician Certification

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

7.6 Payment Upon Termination or Death

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

Employees hired on or after March 1, 2026 will receive a payout cap of 250 hours of unused sick leave upon separation, retirement, death, or disability retirement.

7.7 Restoration of Sick Leave Upon Reemployment

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

Employees who voluntarily resign (excluding retirement) and is later rehired into a benefited position within twelve (12) months will have any accrued, unused sick leave restored, up to the

applicable cap.

ARTICLE 8 | VACATION

8.1 Eligibility

- (a) Full-time and part-time employees accrue vacation leave with accrual rates are eligible to receive vacation in accordance with Section 8.6 Accrual Schedule of this Article.
- (b) Vacation leave accrual for part-time employees will be prorated based upon the number of hours scheduled.
- (c) Vacation shall not accrue during periods of leave of absence without pay of eighty (80) hours or more, except that vacation leave shall continue to accrue during periods of unpaid leave that qualify as protected leave under state or federal law.
- (d) Employees begin accruing vacation during their first bi-weekly period of employment.

8.2 Maximum Accumulation

Vacation accrual is limited to five hundred (500) hours. Employees are responsible for managing their own leave balances. An employee may exceed the maximum accumulation throughout the year so long as the employee's accrued vacation is under the maximum allowance at the pay period ending that includes January 1 of each calendar year.

Effective with the pay period that includes January 1, 2028, the maximum vacation accrual cap shall be reduced to four hundred fifty (450) hours.

8.3 Vacation Leave Sell Back

(a) Eligibility

Employees may elect to sell back accrued vacation leave in accordance with IRS regulations on constructive receipt.

(b) Election Requirements

Employees who are in jeopardy of losing accrued vacation leave in excess of their ceiling, may submit an irrevocable written election no later than December 31 immediately preceding the year of cash-out identifying the reason and amount requested.

(c) Timing of Cash-Out

Cash-out may not occur before the hours would otherwise be accrued.

(d) Management Review and Conditions

Department directors will require employees to take a minimum of two (2) weeks of vacation during that calendar year and may temporarily increase the accrual ceiling to address individual circumstances.

Requests must demonstrate that the employee is unable to use accrued vacation annually or prior to termination or retirement.

Cash out will not be approved if, in the department director's judgment, the employee could have taken vacation to avoid the ceiling.

(e) Review and Payment

Requests will be reviewed once per year, subject to administrative criteria and budget availability.

Approved elections are irrevocable, and payment will be made at the employee's regular rate at the time of payment, subject to applicable tax withholding.

8.4 Scheduling

(a) General Scheduling Standards

Vacation time may be scheduled based on the operational needs of the department. Employees are expected to follow their division/department notification procedures when requesting time off.

Employees may submit vacation requests up to one (1) year in advance.

The City reserves the right to deny a request which may have an adverse effect on its operations. Any vacation denials shall be provided in writing with the reason for the denial to the employee.

(b) Requests for Five (5) or More Consecutive Days:

The employee must submit a written request to their supervisor (or designee) at least eight (8) calendar days in advance.

The supervisor (or designee) will respond within seven (7) calendar days of receiving the request

(c) Requests of Less than Five (5) Consecutive Days:

There is no advance notice period, but employees should provide as much notice as possible.

The employee's supervisor (or designee) shall respond to these requests as soon as possible and may approve them at any time.

(d) Scheduling Conflicts:

If vacation scheduling conflicts occur and the matter cannot be resolved by agreement of the

parties concerned, the employee with the greatest length of service with the City within the department shall be granted the time, provided however, that the employee shall not be given this length of service consideration more than once in every two (2) years.

8.5 Illness During Vacation

If during scheduled vacation leave an employee is ill, they may take sick leave in lieu of vacation time, upon approval of their department.

The employee may be required to show proof of illness with a doctor’s certificate.

8.6 Accrual Schedule

(a) General Accrual Rules

Bargaining unit employees shall accrue vacation leave according to the following schedule.

Years of service for all employees eligible to accrue vacation will begin on the actual date of hire and will be credited based on calendar months of continuous service.

Credit for previous City employment will be given only if there is less than thirty (30) days between the termination date and the rehire date.

(b) Vacation Accrual Schedule – Non-Exempt Employees (Prior to March 1, 2026)

Years of Service	Hrs Per PP	Hrs Per Year	Hourly Accrual Rate <i>(Employees scheduled to work less than forty (40) hours)</i>
1-3 yrs (0-35 mos)	3.693	96	.046154 multiplied by hours worked
4-8 yrs (36-95 mos)	4.308	112	.053846 multiplied by hours worked
9-13 yrs (96-155 mos)	4.924	128	.061538 multiplied by hours worked
14-18 yrs (156-215 mos)	5.847	152	.073077 multiplied by hours worked
19 + yrs (216+ mos)	6.154 + .310	160 + 8.060	.076923 + .003846 hours of leave for each year of service beyond 19
	hours for each year of service beyond 19 years	hours of leave for each year of service beyond 19 years	

(c) Vacation Accrual — Exempt Employees (Prior to March 1, 2026)

Years of Service	Hrs Per PP	Hrs Per Year	Hourly Accrual Rate <i>(Employees scheduled to work less than forty (40) hours)</i>
1-3 yrs (0-35 mos)	5.234	136	.0654 multiplied by hours worked
4-8 yrs (36-95 mos)	5.843	151	.0730 multiplied by hours worked
9-13 yrs (96-155 mos)	6.462	168	.080 multiplied by hours worked
14-18 yrs (156-215 mos)	7.385	192	.092 multiplied by hours worked

19 + (216+ mos) 7.694+.310 hours 200 +8.060 hours .096 + .003 hours of leave for each
 for each year of of leave for each year of service beyond 19
 service beyond 19year of service
 years beyond 19 years

Starting the pay period that includes March 1, 2026, vacation will accrue based on the tables below as regular paid hours, including both hours worked and hours for which vacation is used, as well as paid and unpaid protected leave, up to a maximum of 40 hours per week.

Vacation will not accrue overtime hours or during periods of unprotected unpaid leave, including unpaid time while on short- or long-term disability or receiving workers' compensation benefits.

(d) Vacation Accrual – Non-Exempt Employees (Effective March 1, 2026)

Years of Service	Hrs Per PP	Hrs Per Yr	Days Per Yr
0-2 Years (0-35 mos.)	3.693	96	12
3-7 Years (36-95 mos.)	4.615	120	15
8-12 Years (96-155 mos.)	5.231	136	17
13-17 Years (156-215 mos.)	6.154	160	20
18th Years (216-227 mos.)	6.462	168	21
19th Year (228-239 mos.)	6.77	176	22
20th year (240-251 mos.)	7.078	184	23
21st Year (252-263 mos.)	7.386	192	24
22nd Year (264-275 mos.)	7.694	200	25
23rd Year (276+ mos.)	8.002	208	26

(e) Vacation Accrual Schedule – Exempt Employees (Effective March 1, 2026)

Years of Service	Hrs Per PP	Hrs Per Year	Days Per Yr
0-2 Years (0-35 mos.)	5.232	136	17
3-7 Years (36-95 mos.)	6.154	160	20
8-12 Years (96-155 mos.)	6.770	176	22
13-17 Years (156-215 mos.)	7.693	200	25
18th Years (216-227 mos.)	8.001	208	26
19th Year (228-239 mos.)	8.309	216	27
20th year (240-251 mos.)	8.617	224	28
21st Year (252-263 mos.)	8.925	232	29
22nd Year (264-275 mos.)	9.232	240	30
23rd Year (276+ mos.)	9.540	248	31

Note: Per Section 5.10(b), in lieu of regular overtime, exempt employees will be credited with additional vacation accrual at the rate of 1.539 hours per each full bi-weekly period or prorated portion for part-time exempt employees.

8.7 Termination Payment

Employees who resign or are terminated during the first six (6) months of their probationary period shall not be entitled to payment of accrued vacation leave.

After six (6) months of employment, employees shall be entitled to vacation leave payment upon separation from City service, at a rate of pay applicable at the time of separation and not to exceed the four hundred fifty (450) hour cap.

In case of death, compensation for accrued vacation leave shall be paid to the beneficiary of the employee.

ARTICLE 9 | LEAVES OF ABSENCE

9.1 Leave Without Pay

(a) General Approval

With prior approval from the department director (or designee), leave without pay (LWOP) may be granted, up to ninety (90) calendar days per year.

(b) Extended LWOP

LWOP beyond ninety (90) calendar days requires City Manager approval not to exceed twelve (12) months from the start of the leave.

(c) Effect on Seniority

LWOP over thirty (30) consecutive days will adjust seniority for the period of time on leave.

(d) Request Requirements

Requests must be in writing and will not be granted until all applicable leave is used, except as provided under Section 9.9, Inclement Weather/Closure.

LWOP will not be approved if the employee intends to use the leave to seek other employment.

(e) Failure to Return

Failure to return within five (5) working days of LWOP ending is considered a resignation, unless due to circumstances beyond the employee's control in which case the City must be notified as soon as possible.

(f) Benefit Continuation

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

9.2 Family Medical Leave

The City shall comply with applicable federal and state family and medical leave laws. While on qualifying FMLA/OFLA leave employees may retain up to forty (40) hours of vacation leave.

Employees who elect to retain leave are not eligible to receive leave donation.

In the event the employee desires additional leave time, the employee may apply for such time under the LWOP Provisions in this Article.

9.3 Compassionate Leave

(a) Eligibility and Duration

Employees will be granted up to five (5) working days of City paid leave in the event of a death in the immediate family or due to pregnancy loss experienced by the employee, their spouse, or domestic partner.

(b) Timing of Use

This leave is generally taken within sixty (60) days of the date of notification of the loss. Extensions to this timeline may be approved on a case-by-case basis.

(c) Concurrent Use:

If both spouses are employed by the City, each employee may take compassionate leave for the qualifying event concurrently.

(d) Definition of Immediate Family

Immediate family is defined to include:

- (1) Spouse or domestic partner
- (2) Siblings,
- (3) Parent (including adoptive, foster, in-law, or domestic partner's parent)
- (4) Child (including biological, adoptive child, step, foster, or child for whom the employee stood in loco parentis)
- (5) Grandparent
- (6) Grandchild
- (7) Any person residing in the employee's household at time of death.
- (8) Any family member as defined under the Oregon Family Leave Act (OFLA)

(e) OFLA Bereavement Leave

In some situations, an employee may qualify for bereavement leave under the Oregon Family Leave Act (OFLA). OFLA entitles an employee to two (2) weeks of bereavement leave to be taken within sixty (60) days of the notice of the death of a covered family member. Employees are entitled to use any accrued paid leave or take leave without pay.

Time taken under OFLA will not run concurrently with City's Compassionate Leave but will count against an employee's OFLA entitlement.

9.4 Employee Funeral Leave

In the event a current employee dies, other employees may be granted reasonable time off, up to four (4) hours of paid leave for the purpose of attending the funeral.

The number of employees who are granted this leave shall be at the discretion of the department director, consistent with operational needs.

9.5 Jury Duty/Witness

Employees shall not suffer any time loss for time spent on jury duty or as a subpoenaed witness for a matter related to their City duties.

If an employee is dismissed from jury service with two (2) hours remaining on their normal workday, they are expected to return to work for the remainder of the workday, unless otherwise approved by their supervisor.

Employees may keep mileage reimbursement but must waive all jury fees, as required by ORS 10.061.

9.6 Crime Victims Leave

Crime Victims Leave shall be granted in accordance with State and Federal statutes.

Employees may use accrued leave or take unpaid leave.

The City may limit employee leave if it creates an undue hardship on the City, causing significant difficulty and expense.

9.7 Domestic Violence Victims Leave

Domestic Violence Victims Leave shall be granted in accordance with State and Federal Statutes.

Employees may use accrued leave or take unpaid leave.

The City may limit employee leave if it creates an undue hardship on the City, causing significant difficulty and expense.

9.8 Military and Peace Corps

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

9.9 Inclement Weather/Closure

(a) Employee-Initiated Absences

An employee who is unable to return to work, arrives late, or leaves early due to inclement weather may use accrued, vacation, floating holiday, compensatory time, or leave without pay.

(b) City-Declared Closure

In the event the City declares closure:

(1) While at Work:

If the closure occurs during hours worked and the employee is unable to telework, the employee will be released with regular pay for the remainder of their workday.

(2) During Non-Working Hours:

If a workplace closure happens outside of the employee's regular workday and the employee receives at least two (2) hours' notice but cannot telework or volunteer as essential personnel, they may use leave options like vacation, floating holiday, compensatory time, or take leave without pay.

(c) Leave Bank Flexibility

When inclement weather conditions or closure exists employees may take leave without pay without exhausting their leave banks first.

(d) Make-Up Time

When inclement conditions exist and no closure or curtailment occurs, employees will be allowed to make up missed time within that workweek with supervisory approval, unless that allowance would result in overtime.

9.10 Union Leave of Absence

Official Union delegates shall be allowed to use accrued vacation, compensatory time, or LWOP to attend the Union's biennial General Council or annual Stewards Conference.

Total leave is capped at one hundred and twenty (120) hours per fiscal year for all attendees combined.

This leave will be approved unless it will result in operational hardship for the affected departments.

The Union must notify the City of General Council delegates at least thirty (30) days in advance. In emergency shorter notice may be approved if operations allow.

Stewards attending the Union's annual Steward Conference must be identified at least ten (10) workdays prior.

Employees may request unpaid Union leave (2 weeks to 1 year), subject to the operational needs and mutual agreement per the LWOP provision. Extensions and earlier returns also require approval.

The employee will be returned to their former position if it exists; if not, to a comparable available position they are qualified for, as determined by the City.

9.11 Donation of Leave

(a) Eligibility

A voluntary leave donation may be requested for a medical emergency affecting the employee, their spouse, or child living in the same household that requires a prolonged absence from duty and results in a substantial loss of income after the employee has exhausted all available accrued paid leave and is not receiving disability insurance benefits.

(b) Prolonged Absence

A prolonged absence may include intermittent absences, provided they are related to the same condition.

(c) Receipt Requirements

To be eligible to receive leave donations, an employee must be employed by the City for at least ninety (90) days and must be eligible to accrue paid leave time.

(d) Request Process

A written leave donation request must be submitted by the employee or on behalf of the employee using the Leave Donation Request Form, specifically describing the medical emergency or condition and submitted to Human Resources.

(e) Donated Leave Types and Use

Employees may donate accrued vacation time, paid time off (PTO), floating holiday, or sick leave. Donated leave will be transferred hour-for-hour as sick leave to the recipient. Donations of vacation, PTO, and floating holiday will be used on a first-in, first-out basis as needed.

Donated sick leave will be used only after these sources are exhausted, also on a first-in, first-out basis.

ARTICLE 10 | WORKERS COMPENSATION

10.1 Workers' Compensation

(a) Coverage

The City provides workers' compensation per state law for job-related injuries and illness benefits, including time-loss, are administered in accordance with state law and rules.

(b) Claims and Appeals

Complaints must follow state procedures and are not subject to the grievance process.

10.2 Payment of Workers Compensation and Time Loss

(a) Wage Continuation

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation and eligible for Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three hundred and sixty-five (365) calendar days from the date of injury due to the on-the job injury or occupational illness.

(b) Definition of Regular Paycheck

For this section, regular paycheck means base wage (including applicable step increases and cost of living adjustments) plus non-worked incentives (ex. certification, education, language, etc.). Overtime and worked on-call pay is excluded.

(c) Payroll Reconciliation

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

(d) Leave Accrual Protection

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

No sick leave or other leave will be deducted from the employee's accruals for any Workers' Comp benefit waiting period.

(e) Administrative Regulation

See the City's Workers Compensation and Time Loss Benefits administrative regulation for additional information.

ARTICLE 11 | UNION RIGHTS

11.1 Representatives

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

11.2 Access

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

11.3 Bulletin Boards

Bulletin board space in each department shall be provided to the Union for the purpose of communicating with employees covered by this Agreement. Posted materials shall not be slanderous or derogatory to the City

(For purposes of this section, "City" includes employees, officers, and agents of the City.)

11.4 Collective Bargaining

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

The City and the Union agree to work together to minimize the impact of representation on any single office or department's operation.

The Union shall distribute representatives to as many departments or departmental sub-units as possible.

11.5 Contract Administration

With supervisor or designee approval, officers and stewards may visit with employees for purposes of investigation, processing, or presentation of grievances so long as such visits do not disrupt the workflow or operation of City business.

Notification is required prior to each visit unless the affected supervisor or designee approves a different notification arrangement.

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

11.6 New Employee Orientation

The City shall provide advance notice to the Union with the scheduled date for new bargaining unit employee orientation.

Up to thirty (30) minutes shall be granted for a representative of the Union to make a presentation for new SEIU 503 employees on behalf of the Union for the purpose of identifying the organization's representation status, benefits, facilities, and related information.

The Union presentation shall be scheduled on the employee's first day of work. If either because of the Union's or the City's operational needs it is not possible for the presentation to take place on the new employees' first day of work, the presentation will be scheduled for a mutually agreed upon time no later than ten (10) days from the employee's start date.

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

ARTICLE 12 | SENIORITY

12.1 Seniority

Seniority is the length of service established from an employee's most recent date of hire, which continues to accrue during all paid time in the bargaining unit.

Seniority does not accrue during unpaid leaves of absence, unless required by law.

Seniority shall be established from the last date of hire in the City and continue to accrue during all paid time in the bargaining unit.

Part-time employees shall accrue seniority based on their total hours paid by the City. In the event the City does not have complete records for part-time employees, such seniority may be based on estimates.

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

Seniority shall be terminated if an employee:

- (1) resigns;
- (2) is discharged;

- (3) is laid off and fails to respond to written notice as provided in Section 14.8 Notice of Recall;
- (4) is laid off from work for a period of time greater than eighteen (18) months or a period of time equal to the employee's seniority, whichever is shorter; or
- (5) retires.

ARTICLE 13 | PROBATIONARY PERIOD

13.1 New Employees

All employees hired in the bargaining unit shall serve a one-year probationary period.

Any interruption of service during this time will not be counted towards the probation period.

The probationary period is an integral part of the selection process and shall be utilized by the operating department as a working test period to observe, train and assist employees in adjusting to their positions, and to determine if the employee's performance meets work-related standards and expectations of the job. See Section 19.4(a), Probationary Evaluations.

13.2 Trial Period for Promotional & Voluntary Transfers

All voluntary transfers and promotional appointments shall be considered tentative and subject to a trial period of six (6) full calendar months of actual full-time service.

During this trial period, the City may, at its discretion, reclassify, reassign, reallocate, or return the employee to their previously held position. Such action shall not be subject to the grievance procedure.

During the initial six (6) weeks of the trial period, an employee may return to their previously held position, provided the position remains authorized by the City. If the position has been filled, the provision of ARTICLE 12 | SENIORITY shall apply.

Any interruption of service during the trial period shall not be counted as part of such period.

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

ARTICLE 14 | LAYOFF

14.1 Layoff

A layoff is an involuntary separation, or an involuntary reduction in FTE, of an occupied position due to lack of work, lack of funds, organizational change, or the abolishment of an occupied position. A layoff does not include attrition, the decision not to fill a vacancy, the elimination of a vacant position, or the reassignment or redistribution of duties.

If the City should reduce its workforce, layoffs shall be made within each department and division by job title within classification based on seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee.

A reduction in workforce due to implementation of Artificial Intelligence (AI) would also be covered under this Article.

14.2 Alternative to Layoffs

When the City deems that a layoff is necessary, the City will inform the Union regarding their efforts taken to explore and implement alternatives to layoff.

The Union can request the parties meet to consider additional alternatives to a layoff further outlined in this Article.

Examples include but are not limited to:

- (a) Identifying employees who may voluntarily reduce their FTE;
- (b) Reviewing current vacancies within the affected classification;
- (c) Implementing a temporary hiring freeze;
- (d) Reassigning employees to other positions within the department; and
- (e) Exploring other cost-saving opportunities.

14.3 Notification Requirements

The City shall provide written notice to affected employees and the Union designee with a copy to the Local Union President not less than thirty (30) days prior to the effective date of the layoff, except in the event of an emergency.

The notice shall include:

- (1) The reason for the layoff,
- (2) The affected classification(s),
- (3) Information on applicable bumping rights,
- (4) Benefit continuation details, and
- (5) Any eligible leave payout or separation benefits.

Failure by the City to provide notice of possible layoffs to affected employees or the Union prior to

the obligation for formal notification will not be subject to the grievance procedure.

At the City's discretion, or with an employee's request, the employee may be released prior to the end of the 30-day notice period with pay in lieu of notice for the remainder of the period.

The employee may request a written explanation if there is a denial of their release.

14.4 Bumping

Employees who are subject to a layoff may bump down based on seniority within the same department affected by the layoff to a job title within the same classification or a lower classification in which they have previously served at the City, provided the employee is qualified to perform the required work.

Bumped may be denied if the City determines that a bona fide special operational need justifies retaining a less senior employee.

An employee electing to exercise bumping rights must submit written notice of their intent to bump within ten (10) working days of receiving the layoff notice.

An employee who bumps into a lower paid job title shall be placed on the salary schedule at the highest rate, which does not exceed their current rate of pay.

14.5 Preferential Consideration of Other Vacancies

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

14.6 Voluntary Demotion in Lieu of Layoff

In lieu of a layoff, an employee may request a voluntary demotion to a position in a lower pay grade title within the department, provided the position requires similar knowledge, skills and abilities. This is contingent on availability of vacant positions.

Placement at a specific step within a range shall be determined in consultation with the department director and recommended by Human Resources.

Human Resources will apply objective, job related criteria consistent with Oregon Equal Pay requirements, utilizing information provided by the department director regarding the employee's experience, knowledge, skills, and responsibilities.

14.7 Order of Recall

Employees shall be recalled in the inverse order of layoffs based on seniority within their department and job title within classification, provided the recall is within eighteen (18) months of their layoff date.

If the position is not filled by a qualified employee from within the department and job title within

the classification, other employees on the recall list who meet the job qualification, will be considered.

14.8 Notice of Recall

The City will issue recall notice by certified mail and personal email, sent to the employee's last known addresses using the most recent contact information given to Human Resources.

The employee must respond within fourteen (14) days of receipt of recall notice or forfeit all seniority.

Employees on the recall list are responsible for keeping their contact information current with the City's Human Resources Department. Failure to do so may result in forfeiture of the employee's recall rights.

14.9 Reduction in FTE Status

If the City reduces a position FTE, this reduction will be based on seniority within the affected division or department by job title within classification, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee in a full-time capacity.

If the City determines that with ninety (90) days of on-the-job training, the more senior employee can do the job of the less senior employee, the less senior employee's FTE shall be reduced.

Employees whose hours are reduced below a 0.8 FTE will have bumping rights.

In lieu of a reduction in FTE, an employee may request a voluntary demotion to a lower job title within the classification series within the department provided the lower position requires similar knowledge, skills and abilities and a vacancy exists.

The employee may be placed at any step in the range in accordance with their experience as recommended by the Human Resources Department.

If the original position's hours are reinstated, then the employee with the greatest seniority has recall rights to those hours.

14.10 Insurance Extension

(a) Layoff:

Provided the employee enrolls in COBRA health insurance upon layoff, the City will continue to pay the City portion of health/dental premiums for eligible employees as specified in ARTICLE 22 | BENEFITS, for up to three (3) months following the date of layoff as the result of the contracting out or until the laid-off employee has obtained alternative health insurance coverage, whichever is earlier.

(b) FTE Reduction:

If an employee's hours are reduced below 0.5 FTE, the City shall continue full-time health benefits based on full-time work for a period of up to three (3) months as long as the employee is working in this capacity.

ARTICLE 15 | FILLING OF VACANCIES

15.1 Job Vacancies and Applications

A vacancy is defined as an existing or newly created funded position that the City intends to fill.

Notice of all bargaining unit vacancies shall be distributed to employees through email, City websites, and department communications.

Each notice will include the job description and remain posted for a minimum of nine (9) calendar days prior to the application deadline. This posting period must include at least four (4) weekend days and five (5) working days. Internal and external recruitments may be posted together.

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

15.2 Consideration

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

If a Bargaining Unit employee is not selected for the position, the employee will have the opportunity to discuss with the hiring supervisor why they were not selected for the position

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

15.3 Offer of Additional Hours

When a regular part-time position becomes vacant or additional hours become available, the City may offer those hours to current regular part-time employees with the same job title/description who are qualified for the position before posting notice to fill the position or before hiring outside temporary or contracted workers for those hours.

The hours would be offered to part-time workers on a seniority basis from highest to lowest in descending order.

ARTICLE 16 | SETTLEMENT OF DISPUTES

16.1 Procedure

Any dispute concerning the application, interpretation, or enforcement of this Agreement shall be resolved in the following manner and sequence, except in cases of written discipline which may be initiated directly at Step 1.

In such cases, the affected employee(s) and/or Union must comply with the Step 1 timeline below.

Informal Resolution:

Within thirty (30) calendar days of when the employee has become aware (or through reasonable diligence should have become aware), the employee and their steward shall meet with the immediate supervisor to attempt to resolve the dispute informally.

The supervisor shall issue a written response within ten (10) calendar days following the informal meeting.

If, in this and in the following steps, the grievance involves more than one supervisor, this meeting shall be held with an employee in the Human Resources Department and those department representatives the City deems appropriate.

Step 1 - Supervisor Review:

If the grievance is not resolved informally, the Union, in collaboration with the affected employee(s) must submit a written grievance within ten (10) calendar days of receiving the supervisor's written response.

The written grievance shall include:

- (1) A statement of the grievance and the supporting facts;
- (2) The specific section(s) of the Agreement alleged to have been violated; and
- (3) The remedy sought.

The supervisor will schedule a meeting to discuss the matter within fourteen (14) calendar days of receipt of the written grievance.

The supervisor shall issue a written decision to the Union and the affected employee(s) within fourteen (14) calendar days following the meeting.

Step 2 - Department Director Review:

If not resolved at Step 1, the Union shall submit the grievance to the department director (or designee) within ten (10) calendar days of receiving the Step 1 decision.

The department director will schedule a meeting to discuss the dispute within fourteen (14) days following receipt of the written grievance.

The department Director shall issue a written decision within fourteen (14) calendar days following the meeting.

Step 3 - City Manager Review:

If the grievance is not resolved at Step 2, the Union and affected employee(s) shall submit the grievance to the City Manager (or designee) within ten (10) calendar days of receiving the department director's written decision.

The City Manager will schedule a meeting to discuss the matter within the grievant(s), their Union representative, and, relevant managers in an effort to resolve the dispute within fourteen (14) calendar days of receipt of the written grievance.

The City Manager shall issue a written decision to the Union and the affected employee(s) within fourteen (14) calendar days following the meeting.

Step 4 - Arbitration:

If the grievance remains unresolved at Step 3, and if the Union and the affected employee(s) wish to pursue arbitration, the Union, in collaboration with the affected employee(s), shall file a notice of intent to arbitrate the grievance with the City Manager.

The notice must be filed within fourteen (14) calendar days of receipt of the Step 3 response, or the date the decision was due, whichever is earlier.

16.2 Mediation

Prior to selecting an arbitrator, the parties may mutually agree to submit the dispute to mediation through the State Conciliation Services.

16.3 Arbitration Selection

If mediation is not pursued or is unsuccessful and the parties cannot mutually agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board for a list of the names of seven (7) Oregon arbitrators from the American Arbitration Association (AAA) list.

The parties alternately strike names from the list until only one (1) name remains, with the Union striking the first name.

16.4 Arbitrator Authority

The arbitrator shall have no authority to modify, add, or subtract from the terms of this Agreement. The Arbitrator's authority shall be confined to the interpretation and enforcement of this Agreement.

The arbitrator's decision shall be final and binding on the affected employee(s), the Union, and the City.

16.5 Arbitrator Cost

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena.

Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing.

The loser shall pay the arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the losing party for such purpose.

The cost of a court reporter or stenographer, if requested by the arbitrator, and transcript of the hearing furnished to the arbitrator shall be shared equally by the parties.

16.6 Time Limits

The parties agree to abide by the time limits set forth in this Article.

A grievance shall be considered timely if it is submitted or forwarded within the specific time limits by mail (postmark), fax, email, or in person.

If the grievant does not respond within the applicable time limits, the grievance shall be considered waived.

If the City does not respond within applicable time limits, the grievance shall automatically advance to the next step of the process.

Time limits may be extended only by mutual written agreements of the parties.

If a deadline falls on a weekend or a recognized holiday, the due date shall be automatically extended to the next regular business day.

ARTICLE 17 | DISCIPLINE AND DISCHARGE

17.1 Just Cause

A non-probationary regular full or part-time employee may not be disciplined or discharged except for just cause.

A probationary employee may be disciplined or discharged without recourse to the grievance procedure or other appeal processes.

17.2 Just Cause Standard

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

- (1) The employee shall be warned of the consequences of their conduct, unless the conduct is so

- serious that the employee is reasonably expected to know it will be subject to discipline;
- (2) The City's rule or directive must be reasonably related to the efficient and safe operations of its services;
 - (3) The City must conduct a reasonable investigation before administering discipline;
 - (4) The investigation must be fair and objective;
 - (5) The investigation must produce substantial evidence to support the conclusion of misconduct;
 - (6) The rules, directives, and penalties must be applied consistently and without discrimination; and
 - (7) The disciplinary penalty must be reasonably related to the seriousness of the offense and the employee's past employment record.

17.3 Representation

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

17.4 Due Process

In the event the City believes an employee may be subject to discipline resulting in an economic sanction, including termination, the following procedural due process shall be followed:

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

17.5 Customer Complaint Investigation

When the City receives a complaint of a non-criminal nature against an employee, the employee will be notified of the complaint within one (1) week of receipt by the Department if an investigation will be made or if the employee's evaluation will be affected.

Such notice to the employee may be delayed up to thirty (30) days past the receipt of the complaint in situations where the investigation would be unduly jeopardized by such notice.

If the employee faces discipline following an investigation, and if a written investigation report is available, the City shall give the involved employee(s) a written summary report of the result of the City's investigation of non-criminal complaints, including a copy of the relevant complaint (redacted of complainant's personal information, if necessary).

The employee will be given the opportunity to respond in writing to the complaint.

The employee's written response will be permanently attached to the complaint and any copies thereof. If disciplinary action is taken, the City will comply with ARTICLE 17 | DISCIPLINE AND DISCHARGE.

17.6 Suspension with Pay Pending an Investigation

If an employee is placed on paid administrative leave pending an investigation, such suspension will not be recorded in the employee's personnel file or used against the employee in any manner if the City ultimately does not take any disciplinary action.

ARTICLE 18 | COMMITTEES

18.1 Joint Labor/Management Committee (LMC)

(a) Purpose

The parties agree to establish a joint Labor/Management Committee (LMC) as mutually agreed to consider issues on a topical basis. The intent of the committee shall be to facilitate communication between the parties by providing a forum for discussion of issues not addressed by the Agreement.

The committee shall be charged with making recommendations on broad subjects of mutual interest to the City and the Union, such as assessing Acting-in-Capacity/Temporary Assignments that cross bargaining units, reviewing Administrative Regulations, providing feedback on systems and procedures and conveying information to membership and management.

Suggestions presented shall be discussed, and the City and Union shall make an effort to implement suggestions that both parties agree have merit and are practical. Issues covered by the Collective Bargaining Agreement shall be pursued through the channels defined by the Agreement. Neither party shall use the LMC for the purpose of negotiations unless mutually agreed by the Union and the City.

(b) Meeting Schedule:

The Labor/Management Committee (LMC) shall meet quarterly or at the request of either party.

(c) Committee Participation:

The LMC shall be composed of a member of the SEIU Local 503 Executive Board and, three (3) bargaining unit members appointed by the Union and up to four (4) City representatives.

Both parties agree to exchange written agendas a minimum of one (1) week prior to all

scheduled meetings.

18.2 Safety Committee

The Union shall be allowed to select at least one (1) member for each of the City's four (4) Safety Committees.

Employees participating on a Safety Committee shall do so without loss of pay.

18.3 Joint Benefits Advisory Committee

The parties agree to participate in a Joint Benefits Advisory Committee with other employee groups. The functions of such a committee may include but are not limited to reviewing of components of the employee benefit package (health, vision, dental, and any other voluntary products such as supplemental life and wellness programs), evaluating possible plan modifications, monitoring insurance plan costs and utilization, educating employees about the benefit programs, reviewing alternative carriers, and making recommendations for plan modifications.

The Union will consider modifications to the insurance plans recommended by the Committee during the term of this Agreement; however, the parties agree that any such changes which would result in substantive changes in current benefits shall be subject to mutual agreement by the parties except as otherwise provided herein.

ARTICLE 19 | PERSONNEL FILES AND EVALUATIONS

19.1 Location and Employee Rights

Personnel records shall be maintained in the Human Resources Department.

In accordance with Oregon law, each employee or their Union representative as authorized by the employee, shall have the right, with the City, to review their personnel file with reasonable notice during regular working hours.

The employee may request a copy of any information in the personnel file.

There shall be no cost charged for the first request.

Thereafter, the City may charge a reasonable fee for duplication.

19.2 Employee Signature for File Documentation

Each employee shall be given the opportunity to review and sign any performance related or corrective documentation that is placed in their personnel file.

Signing indicates that the employee received and reviewed the material; it does not indicate agreement with the contents.

Documents of this nature shall include the following statement next to the signature line:

“Signing Does Not Necessarily Indicate Agreement.”

Employees shall have the right to submit rebuttal material to any written discipline in their personnel file

19.3 Staleness of Personal Records

Written discipline shall be deemed to be stale after two (2) years, provided no additional disciplinary action occurs during that period.

Stale disciplinary documents may not be used for purposes of progressive discipline. However, they may still be referenced in arbitration or civil proceedings for purposes such as:

- (a) Establishing consistency of disciplinary action.
- (b) Demonstrating non-discrimination.
- (c) Establishing notice or rules.
- (d) Identifying mitigating circumstances.
- (e) Ensuring compliance with legal obligations

19.4 Performance Evaluations

The City intends to provide documented performance evaluations for all Bargaining Unit employees in a timely manner.

(a) Probationary Evaluations:

Probationary employees shall receive documented performance evaluations at both six (6) months and immediately prior to the completion of their probationary period.

These evaluations are intended to provide timely feedback and assist with the decision-making process regarding the successful completion of probation.

(b) Annual Evaluation

Supervisors shall conduct the employee’s annual performance evaluation within thirty (30) calendar days of the evaluation due date, unless there are extenuating circumstances (such as a legal review) that require additional time.

If the evaluation is not completed within thirty (30) days the supervisor may still submit the evaluation within ninety (90) days of the annual review date.

If no evaluation is completed within that ninety (90) day time period, the employee’s performance for that period shall be deemed satisfactory.

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

ARTICLE 20 | CLASSIFICATION/JOB TITLE

20.1 New Classifications, Job Titles or Pay Range Assignments

When the City establishes a new classification/job title, approves a new job description, or assigns a position to a new pay range, the Union will be notified within three (3) working days of the approval by the City Manager.

The City will provide the Union with a copy of the new classification/job title specification or job description within thirty (30) calendar days.

The City will assign a wage scale to the new classification or job description, or establish pay range assignment, and inform the Union of the assignment.

If the Union disagrees with the assigned wage scale, it may submit a demand to bargain within thirty (30) calendar days of notification.

Upon such demand, the City will bargain with the Union over the wage for the classification, job description, or pay range assignment.

Regardless of whether a demand to bargain is made, the City may implement the position and assign the wage scale while negotiations are ongoing.

20.2 Classification Specifications and Job Descriptions

The City will maintain written classification/job title specifications. These specifications shall apply to a specific classification/job title and not to individual positions.

Each specification will include the classification title, duties and responsibilities, and minimum qualifications, including knowledge, skills, abilities, training, experience, and licensing or certification.

In addition, the City will keep on file a job description for all active positions.

The employee's job description shall be reviewed and approved by their supervisor during the employee's scheduled job performance evaluation.

Filing a job description shall in no way limit the City's authority to assign work or duties.

20.3 Reclassification Requests

An employee may make a reclassification request whenever their ongoing duties have changed so substantially that a reclassification is believed to be warranted.

The employee will be required to submit a Position Description Questionnaire (PDQ) to their immediate supervisor(s) and notify Human Resources that a PDQ process has been initiated.

The department will have up to thirty (30) calendar days to complete the PDQ process with the employee and submit the recommendation to Human Resources.

Human Resources will evaluate the request, review comments, and may conduct interviews and perform a desk audit.

A written response will be provided to the department director within thirty (30) calendar days of receipt of the PDQ. If an external consultant is used, additional time may be required.

Final determination will be made by the Budget Team.

Every effort will be made to convene a committee meeting within thirty (30) calendar days of the Human Resources Director's recommendation.

(a) Approved Requests:

If the request is approved the reclassification will be effective the date the employee submitted the PDQ to their supervisor, unless the employee's duties are altered so that their current classification reflects the changes in responsibilities.

(b) Denied Requests:

If the request is denied or the employee is dissatisfied with the job title assignment made, the employee may grieve the decision at the City Manager's step.

20.4 Regrade Requests

An employee may request a regrade when the scope or complexity of their duties has changed to an existing higher pay grade within their classification series.

The request shall include Position/Title Review Request Form detailing changes in the relative difficulty, complexity, skills, and decision-making authority and how those changes align with the classification progression.

The employee must submit the form to their immediate supervisor.

The form should be reviewed by the supervisor and forwarded to Human Resources with the supervisor's input within thirty (30) days of the employees submittal.

Human Resources may request additional information including a PDQ, interview, or a desk audit. Human Resources will evaluate the request and will make a preliminary determination and schedule the review by the Budget Team.

A written response will be provided to the department director and the employee within thirty (30) calendar days of Human Resources receiving the request.

(a) Approved Requests:

If approved, the grade change will be effective at the start of the pay period following the date the employee signs and submits the form to their supervisor

(a) Denied Requests:

If the requested regrade is denied and the employee wishes to pursue the matter further, the employee may grieve the decision at the City Manager's step.

ARTICLE 21 | COMPENSATION

21.1 Salary Schedule

The City maintains an eleven (11) step salary schedule with equal dollar increments between-steps, covering a fifty percent (50%) range for SEIU represented employees, unless specifically modified by mutual agreement of the City and the Union, and continuing thereafter.

- (a) Steps 1-9: Standard annual pay increases.
- (b) Steps 10-11: Reserved for targeted market adjustments.

The salary schedule in effect as of June 30, 2025, will remain unchanged through June 30, 2027.

21.2 Market Survey

During the fiscal year beginning on July 1, 2026 and ending on June 30, 2027, the City will conduct a market survey for agreed benchmark positions.

The City and Union will jointly review and approve benchmark positions and survey instrument.

The results of the study when completed will be reviewed with the Union.

Comparable agencies will be substantially the same as the list used in the study conducted in 2024.

In selecting benchmark positions, the City and the Union will strive to represent as many occupational groups as possible given the following criteria:

- (a) Be commonly matched across other agencies
- (b) Positions reflective of non-vacant positions
- (c) Align with prior studies
- (d) Cover a broad range of pay grades

21.3 Market-Based Pay Grade Adjustments

(a) Implementation Date

Effective July 1, 2027, the City will implement a market-based adjustment to the salary grades based on market survey.

The City will adjust the pay grade with a comparison of market midpoints.

(b) Employee Placement Rules

Employees will be placed on the new salary schedule at the step that provides a minimum increase of 3% when possible.

(c) Minimum Increase Rules

If the pay grade adjustment results in an increase of less than 3%, the employee's wage will reflect the adjusted amount. No worker shall receive a reduction in pay as a result of the market survey.

(d) Merit Step Retention

Employees who remain eligible for merit step increases will retain the ability to advance their scheduled merit review day.

(e) Dispute Resolution of Benchmark Discrepancies

If two or more benchmarked positions within the same pay grade result in a discrepancy of 8% or more, the Union and City agree to meet and resolve the variation.

If no agreement can be made, the issue will be taken to the independent consultant of the market analysis for a resolution. The consultant's recommendation will stand.

21.4 Contingency Wage Adjustment for Delayed Market Survey

In the event the comprehensive market survey is not completed and implemented by July 1, 2024, all wage rates in the Bargaining Unit will be increased by five percent (5%) unless there is a bona fide emergency outside the City's control that prevents or delays implementation.

21.5 Market Adjustment Step Reopener

If, during any period prior to the start of the market survey described in Section 21.2, Market Survey, the Consumer Price Index (CPI-W), West Region, Urban Wage Earners and Clerical Workers, measured December to December of the prior year, exceeds five percent (5%), the City and the Union shall meet to discuss whether to reopen negotiations for the limited purpose of evaluating the need to implement one or both market adjustment steps.

Discussions under this provision are limited to the following:

- (1) The difference between projected market survey data and the actual CPI;
- (2) Recruitment and retention impacts on the bargaining unit; and
- (3) Whether an adjustment is required to maintain wage placement consistent with the City's "leads, meets, falls behind" compensation philosophy and applicable law.

If the parties agree to implement one or both market adjustment steps, the step(s) shall be effective July 1 of the applicable year.

Employees who have been at the top step of their salary range for twelve (12) months or more as of

July 1 shall move to the next market adjustment step on that date. All other employees shall advance to the next step of their salary range on their regularly scheduled step date.

21.6 Movement Between Steps

Employees will advance to the next step following one year from their most recent step not to exceed the maximum step of the salary range.

The periodic implementation of a market study and associated step change does not require a twelve-month interval for an employee to move up a step.

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

21.7 Pay Period

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

21.8 Promotions

(a) Salary Placement

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

(b) Source of Promotion

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

21.9 Lateral Transfers

(a) Pay Placement

When an employee accepts a transfer, they will be placed in the new salary grade at the nearest step that does not result in a reduction in pay.

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

(b) Selection Discretion

Departments are not required to fill a position with a transfer candidate.

(c) Qualification Requirement

Reassignment and transfer are contingent upon the employee's ability to meet the minimum

qualifications of the specific job description.

21.10 Demotion/Step Down

(a) Voluntary Demotion

If an employee requests a demotion, the employee will move to the same step on the lower pay grade.

(b) Competitive Step-Down

If an employee through a competitive recruitment process accepts a position and steps down to a lower salary range, the employee will be placed at the lower pay grade consistent with the Oregon Equal Pay Act.

(c) Organizational Demotion (Red-Circle)

If an employee is demoted because of an organizational change or restructure, the employee's pay rate will be red circled for a maximum of one year, and then the employee shall be paid within the range, consistent with the Oregon Equal Pay Act for the classification to which they are demoted.

21.11 Acting-in-Capacity

(a) Bargaining Unit AIC:

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

Acting-in-Capacity (AIC) pay will be applied retroactively to the beginning of the assignment.

The City will not rotate employees assigned to AIC for the purpose of avoiding payment of the five percent (5%) premium pay.

(b) Supervisor or Management AIC:

When an employee is assigned to work in an AIC supervisory or management position and performs substantially all the duties the absent employee would have been called upon to perform for five (5) or more consecutive workdays, the employee shall be compensated at a rate of five percent (5%) above their current salary.

Acting-in-Capacity (AIC) pay will be applied retroactively to the beginning of the assignment.

The employee retains bargaining unit status but may supervise workflow, approve schedules, conduct performance coaching, and participate in hiring meetings. The AIC employee may not issue formal discipline, lead disciplinary/investigatory meetings, or make policy changes.

AIC assignments expected to exceed sixty (60) days must be documented with duties and expected duration.

21.12 Temporary Assignment

(a) Eligibility Threshold

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

An employee in a TA must be qualified to and perform all or nearly all the duties of the absent employee.

(b) Pay Placement

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

(c) Exempt Status Impacts

If the TA employee is non-exempt and the higher classification/job title is an exempt position, the TA employee will likewise switch to exempt status and, among other things, will be ineligible for non-exempt overtime pay for the duration of the assignment.

(d) Leave Accrual

Employees with a TA will accrue vacation at the appropriate exempt employee level for the duration of the temporary assignment.

(e) Step Anniversary Treatment

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

(f) Review Requirement

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

21.13 Bilingual Pay

Employees who are assigned to positions that require the regular use of bilingual skills or who use such skills for more than ten percent (10%) of their work time may be eligible for bilingual pay.

To qualify, employees must demonstrate fluency in an eligible language, such as Spanish or American Sign Language (ASL), by successfully passing a City-approved fluency examination.

Eligibility for bilingual pay will be determined based on operational needs, using consistent and objective criteria applied across departments to ensure compliance with the Oregon Pay Equity Act.

Eligible employees will receive a five percent (5%) increase to their base rate of pay, effective the first full pay period following successful completion of the fluency examination.

ARTICLE 22 | BENEFITS

22.1 Benefit Eligible Employees

All employees within the Bargaining Unit budgeted to work twenty (20) or more hours per week are deemed as benefit eligible for the items in this Article.

22.2 Medical and Dental

- (a) The City shall continue current medical, vision and dental insurance through the term of this Agreement.
- (b) All benefit eligible employees shall be required to enroll in the standard insurance plans adopted for this employee group.
- (c) Coverage begins on the first of the month following the employee's hire date. If the date of hire is the first day of the month, coverage will begin that day.
- (d) The City cannot guarantee that the insurance carriers, providers, or associations through which the City contracts its insurance plans shall not make changes in the plans. The City retains the right to change carriers, contracts, and provider panels in an effort to maintain overall benefit comparability and cost efficiency.
- (e) The City will calculate and provide the health insurance premiums to the employees prior to each enrollment period.
- (f) The City's total cost share will be ninety percent (90%) of the premiums for the medical, vision, and dental plans.
- (g) Employees shall pay any portion of the premiums for the selected medical plan or dental plan for which the City is not obligated as set forth in this Section.

22.3 Health Reimbursement Account (HRA)

The City funds an HRA to help offset medical deductibles: \$100/month for single, \$200/month for two-party or family enrollment. Prorated for partial years; unused funds roll over annually.

22.4

22.4 Flexible Spending Account

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

22.5 Wellness Center

Benefit eligible employees and their enrolled dependents age four (4) and older who are covered under the City medical insurance plan are eligible to use the Wellness Center at no cost to employees and their covered dependents.

22.6 Employee Assistance Program

The City shall continue to provide an employee assistance program to Bargaining Unit employees (and household members, regardless of benefit status) and maintain benefits at their current level.

22.7 Life Insurance

The City will provide, at no cost to the employee, life and Accidental Death and Dismemberment insurance equal to 1x the employee's annual salary (up to \$200,000).

For part-time employees, the benefit will be prorated based upon scheduled FTE.

22.8 Long Term Disability

The City provides, at no cost to the employee Long Term Disability (LTD) insurance coverage of sixty percent (60%) of the employee's monthly salary up to a maximum of \$10,000 per month after the employee's short-term disability period or a period of ninety (90) days of disability, whichever is greater.

22.9 Carrier/Coverage

If the medical and/or dental carrier(s) informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial change in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Union in writing.

If the Union demands to bargain in writing within thirty (30) calendar days after receiving notice from the City, the parties shall negotiate over the impact of the plan termination or modification by the carrier(s), or the addition of plan(s) by the City.

If such bargaining demand is not provided by the Union, the Union waives its right to bargain over the change or the impact of the change identified in the notice.

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

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

22.10 Wellness Program

The City may, at their sole discretion, offer wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan.

Wellness programs will not reduce benefits but is voluntary.

Initiation or continuation of any wellness program will be at the sole discretion of the City and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

22.11 Fire-Med Ground Coverage

As part of its benefit package, the City will provide basic ground emergency/non-emergency coverage membership to all benefit eligible employees.

Benefit is limited to service areas.

ARTICLE 23 | RETIREMENT

Retirement will be provided under the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) of the State of Oregon.

The City will pay the employee's contribution of six percent (6%) of gross earnings to PERS or OPSRP and the employer's portion to the retirement plan.

Changes in the administration of PERS or OPSRP occurring during the term of this Agreement due to changes in Oregon law, which alter the terms or availability of PERS or OPSRP, will result in a reopener of this Article at the request of either party to this Agreement.

ARTICLE 24 | TRAVEL & MEETING EXPENSES

24.1 Mileage Reimbursement and Travel

Mileage for travel within the Springfield and Eugene Urban Growth Boundaries (UGBs) may be reimbursed with written approval if no other transportation options are available (e.g., pool vehicle, bus pass, or carpool).

Employees are not eligible for mileage reimbursement for portal-to-portal travel (i.e., the

employee's normal home-to-work and work- to-home travel). Portal-to-portal includes travel at the beginning and end of the single workday and during a lunch break.

24.2 Travel Time and Compensation

Authorized travel time is considered hours worked when it meets the criteria outlined below.

(a) Travel During Regular Work Hours:

Authorized travel time that occurs during the employee's regularly scheduled working hours is considered work time.

This includes travel during corresponding hours on non-working days (e.g., Saturday or Sunday travel during hours that mirror the employees regular weekday schedule).

(b) Travel Outside Regular Work Hours – Driver:

When the employee is driving a vehicle for authorized City business, travel time outside of the Springfield/Eugene UGBs and outside of regular work hours is considered work time.

(c) Travel Outside Regular Work Hours – Passenger:

When an employee is a passenger in a vehicle or on public transportation (e.g., airplane, bus, or train) for authorized City business, travel time outside of regular work hours is generally not considered work time, unless the employee is required to perform work-related duties while traveling (e.g., responding to work emails, preparing reports, or participating in work calls).

(d) No Loss of Pay:

Employees shall not experience a reduction in pay as a result of authorized travel time.

24.3 Lodging Expense

Lodging is reimbursed at the single room GSA Rate. Exceptions may be approved for the higher rate if necessary (e.g., host hotel or limited availability).

Only nights required for business are covered unless extended stay reduces overall travel costs or due to flight limitations.

Receipts are required.

Personal expenses (e.g., calls, movies, alcohol, or gyms) are not reimbursable.

24.4 Meal Reimbursement

(a) Overnight Travel - Per Diem:

For overnight travel outside the Springfield/Eugene (UGB), employee's receive a meal expense per diem based on the Federal General Service Administration (GSA).

Receipts are not required for per diem reimbursements.

Approved meals will be paid at the federal GSA rate for the destination City.

Miscellaneous travel-related expenses (e.g., parking, taxi, shuttle, rideshare) should be paid for with a City P-Card when possible, or may be reimbursed with itemized receipts.

(b) Partial-Day Meal Eligibility

For partial travel days, the following time based eligibility applies:

Meal	Percentage	Away During the Hours of
Breakfast	20%	8:00 am or earlier
Lunch	30%	11:00 am – 2:00 pm
Dinner	50%	5:00 pm or later

When partial day travel qualifies for per diem, the total GSA per diem will be reduced by the percentage assigned to any meal(s) not eligible based on these time frames.

(c) Same-Day Travel:

For same-day travel with no overnight stay, the meals are reimbursable up to the applicable GSA rate for that location based on actual expenses incurred.

Itemized receipts are required for same-day meal reimbursement .

Tips of twenty percent (20%) or less are reimbursable.

ARTICLE 25 | SAFETY

25.1 Obligation

The City and the Union agree to cooperate with each other in the implementation of safety rules and regulations in accordance with local, state, and federal requirements.

The City shall provide a safe work environment, and employees shall work in a safe manner at all times in accordance with City safety programs and state statutes.

This Section shall not be subject to arbitration under the grievance procedure.

25.2 Notification of Safety Concerns

All safety concerns or potential risks shall be reported immediately to a supervisor or designee. It is clearly understood that the City shall take no reprisal against employees for reporting issues.

Upon notification, the supervisor will notify the appropriate manager and safety personnel.

25.3 Uniform & Personal Protective Equipment

If an employee is required by the City or by OR-OSHA to wear a uniform or personal protective equipment, such uniform, or personal protective equipment shall be furnished or paid for by the City.

Uniforms and equipment furnished by the City will be repaired or replaced by the City when damaged by ordinary wear and tear.

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

ARTICLE 26 | DRUG AND ALCOHOL-FREE WORKPLACE

Employees of this bargaining unit are subject to the provisions of the City's Substance Use and Impairment administrative regulation.

Where provisions of this Agreement do not conform to specific provisions of the City's Administrative Regulation, the provisions of this Agreement shall supersede those provisions of the Administrative Regulation.

The City's Alcohol/Drug Use, Abuse and Test Administrative Regulation, insofar as it impacts the terms and conditions of employment for employees covered by this Agreement, shall not be modified unless negotiated with the Union.

The City reserves the right to modify the Administrative Regulation as may be necessary to comply with applicable federal or state statutes and administrative regulations, and/or to conform to current standards for drug and alcohol testing. The City shall inform the Union of any modifications made to the Administrative Regulation.

The Union has the right to grieve discipline resulting from this Administrative Regulation under the grievance procedure, as provided in ARTICLE 16 | SETTLEMENT OF DISPUTES.

Employees may also grieve a requirement to submit to testing believed to be malicious, vexatious, or made in bad faith.

ARTICLE 27 | OUTSIDE EMPLOYMENT

The City is the primary employer for its employees.

Whenever an employee obtains outside employment while an employee of the City, the employee

shall notify their department director prior to beginning the outside employment.

Employees may not accept outside employment that involves:

- (a) The use of City time (including the employee's work time), City facilities, and confidential information gained as a City employee, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;
- (b) The performance of an act that may be subject to control, inspection, review or audit by the department for whom the employee works (or by a state agency); or
- (c) Receipt of money or anything of value for performance of duties that the employee is required to perform for the City of Springfield.

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

ARTICLE 28 | CAREER DEVELOPMENT & TRAINING

28.1 Tuition Reimbursement

The City shall reimburse bargaining unit employees for one-half (1/2) the cost of tuition for approved courses which are deemed job-related by the department director, and approved by the Human Resources Director, subject to available and budgeted funds.

The reimbursement will be for one-half (1/2) the amount of tuition for approved courses conducted outside the employee's regular working hours, provided the employee:

- (a) Has made application for approval to their department director at least ten (10) days prior to the registration for such course;
- (b) The department director and Human Resources Director have approved such application;
- (c) The employee submits evidence showing satisfactory completion of the course (a "C" grade or better); and
- (d) The employee is not receiving tuition reimbursement from any other source or program.

The City will not reimburse for costs related to books, lab fees, or other costs associated with the course.

28.2 Training

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

Employee requests to attend specific training shall not be arbitrarily denied. Employees are encouraged to pursue optional training to support career growth.

Approval is subject to operational needs, but the City will make reasonable effort to accommodate.

(a) Voluntary Professional Development:

Professional development that is not required may be approved with or without reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with FLSA.

Such training, coursework, or meetings may be subject to other conditions and restrictions as the City in its discretion may specify.

The employee shall be advised at the time of approval whether it shall be considered required or voluntary.

(b) Required Professional Development:

The City may require job-related training for performance, compliance standards, or certification.

Required training is considered time worked and paid at the regular rate. Whenever possible, required training will occur during regular work hours.

28.3 Career Consultation

Any employee may contact the Human Resources Department to discuss their career goals and how to meet them.

Human Resources may coordinate or help arrange shadowing or mentoring in an effort to help any employee meet their career goals.

ARTICLE 29 | SAVINGS CLAUSE

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

Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 30 | CONTRACTING OUT

30.1 Notice and Submission

The Union recognizes that the City has the management right, during the term of this Agreement, to contract out work performed by employees represented by the bargaining unit.

In the event such contracting out of bargaining unit work would result in the layoff or demotion of employees represented by the bargaining unit, the City shall provide the Union with no less than thirty (30) days written notice in advance of the posting of the request for proposal (RFP) for such contracting out of unit work. Along with notice, the City will provide the feasibility study, detailing the projected financial impact, anticipated cost savings, and all other factors contributing to the decision.

The Union shall have twenty (20) calendar days following notice to notify the City if it wishes to meet and discuss the proposed contracting out. The City shall not finalize a decision until it has afforded the Union this opportunity.

During the thirty (30) days following this notification, the Union may submit an alternate proposal to the City.

The City will not finalize a decision until it has afforded the Union this opportunity.

If the Union's proposal would result in providing quality, savings, and timeliness equal to or greater, the City will agree in writing to implement the Union's proposal.

If contracting out is finalized, the City will make reasonable efforts to transfer or demote affected employees into a vacant position for which they meet minimum qualifications in lieu of layoff, subject to ARTICLE 14 | LAYOFF.

30.2 Impact Bargaining for Contracting Out

If any employees represented by the bargaining unit are laid off or displaced from their assigned classification because of contracting out of bargaining unit work, the City will meet with the Union to negotiate regarding the impact of the decision on the affected employee.

Should such layoff of City employees occur, the City will encourage the contractor to hire the displaced employees.

If the decision to contract out bargaining unit work results in the transfer of employees represented by the bargaining unit to another public employer, such transfer shall be governed by ORS 236-610.

30.3 Use of Volunteers

Volunteers will not replace, displace, deskill, or otherwise compromise the current or future work of represented employees.

Volunteers are limited to working no more than 19 hours per week and must comply with all City

and department policies.

Volunteer assignments are limited to general office support, such as filing, scanning, greeting customers, taking messages, and wayfinding for customers.

Volunteers may provide occasional assistance with administrative and customer service but only as temporary support until vacant positions are filled.

30.4 Retention of Management Rights

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

ARTICLE 31 | STRIKES

31.1 Prohibition

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other interruption of work, at any City of Springfield or Eugene Springfield Fire worksite represented by SEIU Local 503 during the term of this Agreement.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

31.2 Union Obligation

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

31.3 No Lockout

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

ARTICLE 32 | EXISTING CONDITIONS

32.1 Complete Agreement

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

32.2 Amendments

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

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining under ORS 243 which was not discussed in the negotiations that created the current Agreement, the City shall be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request.

For the purpose of this Section, the Union will have thirty (30) days from receipt of notice to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.650-243.776.

If the Union does not demand to bargain, the City may implement or change the condition it has proposed.

The Union waives any right to bargain matters raised during negotiations, but which were not embodied in the Agreement, except as required by law.

ARTICLE 33 | TERM OF AGREEMENT

This Agreement shall be effective as of the date of its signing by both parties, unless otherwise specified herein, and shall continue in effect through June 30, 2028.

The Agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor Agreement by December 15 of the year prior to the expiring year of the Agreement.

SEIU LOCAL 503, OPEU LOCAL 995

Signed by:
Melissa Unger

24F64146737A445...
Melissa Unger, Executive Director

Joe LeBlanc
Joe LeBlanc, Bargaining Strategist

Steven K Petersen
Digitally signed by Steven K Petersen
DN: cn=Steven K Petersen, o=City of Springfield, ou=Public Works, cn=Steven K Petersen
Date: 2022.01.09 15:55:45 -0500
Steven Petersen

Maci McDougall
Maci McDougall

Michele Van Grieken
Michele Van Grieken

Kristen Cure
Kristen Cure

Scott Miller
Scott Miller

CITY OF SPRINGFIELD

Nancy Newton

Nancy Newton, City Manager

Chaim Hertz
Digitally signed by Chaim Hertz
DN: cn=City of Springfield, ou=Chaim Hertz, c=us, email=chaimh@springfield.il.gov
Reason: I am the author of this document
Location:
Date: 2022.01.09 14:48:00 -0500
URL: http://www.docusign.com/docuSign

Chaim Hertz, Director of Human Resources

APPENDIX B | SEIU PAY SCALE AS OF 7/1/2024

Grade	1	2	3	4	5	6	7	8	9
A11	\$15.06	\$16.01	\$16.95	\$17.89	\$18.83	\$19.77	\$20.71	\$21.65	\$22.60
	\$31,325	\$33,301	\$35,256	\$37,211	\$39,166	\$41,122	\$43,077	\$45,032	\$47,008
A12	\$17.70	\$18.81	\$19.92	\$21.02	\$22.13	\$23.24	\$24.34	\$25.45	\$26.56
	\$36,824	\$39,126	\$41,427	\$43,729	\$46,030	\$48,332	\$50,633	\$52,935	\$55,236
A13	\$20.34	\$21.62	\$22.89	\$24.16	\$25.43	\$26.70	\$27.97	\$29.24	\$30.52
	\$42,316	\$44,960	\$47,605	\$50,250	\$52,894	\$55,539	\$58,184	\$60,829	\$63,473
B21	\$23.00	\$24.44	\$25.88	\$27.31	\$28.75	\$30.19	\$31.63	\$33.06	\$34.50
	\$47,840	\$50,830	\$53,820	\$56,810	\$59,800	\$62,790	\$65,780	\$68,770	\$71,760
B22	\$25.64	\$27.24	\$28.85	\$30.45	\$32.05	\$33.65	\$35.26	\$36.86	\$38.46
	\$53,331	\$56,664	\$59,998	\$63,331	\$66,664	\$69,997	\$73,330	\$76,664	\$79,997
B23	\$28.28	\$30.05	\$31.82	\$33.58	\$35.35	\$37.12	\$38.89	\$40.65	\$42.42
	\$58,822	\$62,499	\$66,175	\$69,852	\$73,528	\$77,204	\$80,881	\$84,557	\$88,234
B24	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89	\$40.83	\$42.78	\$44.72	\$46.67
	\$64,713	\$68,758	\$72,802	\$76,847	\$80,891	\$84,936	\$88,980	\$93,025	\$97,069
B25	\$33.29	\$35.37	\$37.45	\$39.53	\$41.61	\$43.69	\$45.77	\$47.85	\$49.93
	\$69,239	\$73,566	\$77,894	\$82,221	\$86,549	\$90,876	\$95,204	\$99,531	\$103,859
C41	\$31.20	\$33.15	\$35.10	\$37.05	\$39.00	\$40.95	\$42.90	\$44.85	\$46.80
	\$64,896	\$68,952	\$73,008	\$77,064	\$81,120	\$85,176	\$89,232	\$93,288	\$97,344
C42	\$33.63	\$35.73	\$37.84	\$39.94	\$42.04	\$44.14	\$46.24	\$48.35	\$50.45
	\$69,955	\$74,327	\$78,699	\$83,071	\$87,443	\$91,815	\$96,188	\$100,560	\$104,932
C43	\$36.06	\$38.32	\$40.57	\$42.83	\$45.08	\$47.33	\$49.59	\$51.84	\$54.10
	\$75,013	\$79,701	\$84,390	\$89,078	\$93,766	\$98,455	\$103,143	\$107,831	\$112,520
C44	\$39.11	\$41.56	\$44.00	\$46.45	\$48.89	\$51.33	\$53.78	\$56.22	\$58.67
	\$81,353	\$86,438	\$91,522	\$96,607	\$101,691	\$106,776	\$111,860	\$116,945	\$122,029
C45	\$42.76	\$45.43	\$48.11	\$50.78	\$53.45	\$56.12	\$58.80	\$61.47	\$64.14
	\$88,941	\$94,500	\$100,058	\$105,617	\$111,176	\$116,735	\$122,294	\$127,852	\$133,411

	GIS Database Administrator	620070	C43
	GIS Database Administrator	620130	C44
	Land Surveyor I	620290	C42
	Land Surveyor II	620300	C43
	Land Surveyor In Training	620280	C41
	Network Analyst I	620080	C42
	Network Analyst II	620090	C43
	Network Analyst, Senior	620240	C44
	Programmer Analyst	620230	C42
	Programmer Analyst II	620100	C43
	Programmer Analyst, Senior	620110	C44
	System Administrator	620120	C44
<i>Technical Specialist</i>	Application Tech Specialist	610080	B24
	Construction Inspector I	310060	B22
	Construction Inspector II	310070	B23
	Construction Inspector III	310080	B24
	Engineering Technician I	610010	B22
	Engineering Technician II	610020	B23
	Engineering Technician III	610030	B24
	Environmental Services Tech	610040	B22
	Environmental Services Tech	610050	B23
	Environmental Services Tech	610060	B24
	GIS Technician	610160	B22
	GIS Technician	610170	B23
	Lib Tech Specialist	610190	B24
	Service Desk Specialist I	610210	B22
	Service Desk Specialist II	610200	B23
	Service Desk Specialist, Sr	610070	B24
	Survey Party Chief	610100	B24
	Traffic Engineering Tech I	610220	B22
	Traffic Engineering Tech II	610130	B23
	Traffic Engineering Tech III	610140	B24

	Finance Analyst II	810330	C42
	Housing Analyst I	810360	C41
	Housing Analyst II	810370	C42
	Housing Programs Analyst	810100	C43
	Librarian	810140	C41
	Librarian	810150	C42
	Librarian, Senior	810160	C43
	Management Analyst	810010	C41
	Management Analyst	810020	C42
	Museum Curator	810210	C41
	Museum Curator	810220	C42
	Museum Curator	810230	C43
	Planner I	810170	C41
	Planner II	810180	C42
	Planner, Senior	810190	C43
	Public Info & Educ Analyst I	810240	C41
	Public Info & Educ Analyst II	810200	C42
	Safety & Training Coord I	810290	C41
	Safety & Training Coord II	810300	C42
	Water Resources Analyst 2	810390	C42
	Water Resources Analyst I	810380	C41
<i>Management Support Specialist</i>	Accounts Payable Specialist	720030	B23
	Building Support Specialist	720180	B23
	Circulation Specialist, Lead	710140	B23
	Permit Specialist	720140	B23
	Permit Specialist	720150	B24
	Right-of-Way Specialist	720170	B23
<i>Management Support Technician</i>	Accounting Technician	710030	B21
	Accounting Technician	710040	B22
	Fire Support Technician	710110	B22
	Library Technician	710070	B21
	Management Support Tech	710010	B21
	Permit Technician	710090	B21
	Permit Technician	710100	B22
	Right-of-Way Technician I	710120	B21
	Right-of-Way Technician II	710130	B22
<i>Maintenance Assistant</i>	Custodian	210040	A12
<i>Technical Analyst</i>	Civil Engineer I	620020	C43
	Civil Engineer II	620030	C44
	Database Administrator	620050	C44
	Design & Construction Coord I	620260	C42
	Design & Construction Coord II	620270	C43
	Engineer-in-Training	620010	C42
	GIS Analyst	620060	C43
	GIS Analyst	620250	C44

APPENDIX A | SEIU CLASSIFICATIONS/JOB TITLES WITH PAY GRADES

<i>Classification Specification</i>	<i>Job Title</i>	<i>Job Code</i>	<i>Grade</i>
<i>Administrative Assistant</i>	Administrative Assistant	110030	A13
<i>Administrative Specialist</i>	Administrative Specialist I	120010	B21
	Administrative Specialist II	120020	B22
	Administrative Specialist III	120030	B23
	Community Dev Admin Spec II	120230	B22
	Community Dev Admin Spec III	120240	B23
	Court Clerk	120060	B22
	Court Clerk, Senior	120070	B23
	Engineering Assistant	120110	B22
	Housing Program Assistant	120120	B23
<i>Code Enforcement Specialist</i>	Building Inspector I	310020	B23
	Building Inspector II	310030	B24
	Building Inspector III	310120	B25
	Code Compliance Ofcr I	310100	B22
	Code Compliance Ofcr II	310110	B23
	Code Enforce Officer	310050	B24
	Plans Examiner I	310140	B23
	Plans Examiner II	310090	B24
	Plans Examiner III	310130	B25
<i>Associate Program Manager</i>	GIS Architect	910310	C45
	MWMC Accountant	910280	C44
	Senior Civil Engineer	910130	C45
	Transportation Program Manager	910320	C44
<i>Management Analyst</i>	Accountant	810040	C41
	Accountant	810050	C42
	Accountant	810060	C43
	Community Engagement Analyst	810430	C41
	Contract Analyst I	810260	C41
	Contract Analyst II	810270	C42
	Contract Analyst, Senior	810280	C43
	Court Program Coordinator	810420	C42
	Crime Analyst I	810340	C41
	Crime Analyst II	810350	C42
	Criminal Intel Analyst I	810400	C41
	Criminal Intel Analyst II	810410	C42
	Environmental Analyst	810310	C42
	Environmental Analyst, Senior	810090	C43
	Finance Analyst I	810320	C41