RESOLUTION NO. 2017-53

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR AGREEMENT THE BETWEEN CITY OF FOREST GROVE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), EFFECTIVE JULY 1, 2017, THROUGH JUNE 30, 2021

WHEREAS, representatives of the City of Forest Grove and AFSCME, Local 3786, have met in good faith and negotiated a labor agreement between both parties, effective July 1, 2017, through June 30, 2021, and

WHEREAS, the labor agreement provides for certain compensation and fringe benefit adjustments as outlined in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1: That the City Manager is hereby authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and AFSCME, Local 3786.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2017, expiring June 30, 2021.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2017, expiring June 30, 2021.

Section 4: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of July 10, 2017.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of July 10, 2017.

Peter B. Truax, Mayor

AGREEMENT

BETWEEN THE

CITY OF FOREST GROVE

and

CITY OF FOREST GROVE EMPLOYEES LOCAL 3786

Affiliated With

OREGON AFSCME COUNCIL 75

of the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2017 – June 30, 2021

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PREAMBLE

This Agreement is entered into by the City of Forest Grove, hereinafter referred to as the "City" and the City of Forest Grove Employees Local 3786, affiliated with Council 75, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth those matters pertaining to wages, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours of work, benefits and conditions of employment for all employees of the City of Forest Grove excluding supervisory and confidential employees, employees presently represented in any other bargaining unit, Fire Division Chiefs, Project Engineers, Accountant, temporary employees, and employees who are normally scheduled to work less than twenty (20) hours per week.

The classifications listed in Addendum "A" are covered by the bargaining unit and are for descriptive purposes only. Their inclusion is neither an indication nor a guarantee that these classifications or titles shall continue to be utilized by the City.

1.2 Definitions:

a. SUPERVISORY EMPLOYEE. As defined in Oregon Revised Statutes 243.650, Paragraph (23).

b. CONFIDENTIAL EMPLOYEE. As defined in Oregon Revised Statutes 243.650, Paragraph (6).

c. TEMPORARY EMPLOYEE. An employee hired to meet a short-term or seasonal need. A temporary employee shall remain in this category for no more than one thousand forty (1040) hours in a twelve (12) month period. Time served in a temporary employee status shall count toward fulfilling the probationary period requirement if it is within the same classification.

1.3 Classification changes:

The City shall notify the Union of its decision to change any of the classifications as covered by this agreement. If the successor classifications are not significantly

changed or duties significantly increased from the existing classification, the classification shall be automatically recognized as part of this Agreement.

1.4 When a new classification is created by the City, the City shall forward such new classification and wage scale to the Union. The City shall advise the Union as to whether or not it regards the new or revised classification to be included in the bargaining unit. If the City and the Union cannot agree as to whether such new or revised classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board for unit clarification. If both parties agree the classification appropriately belongs in the Union, the Union shall have fourteen (14) days to request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the classification during the term of negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible Department Heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of departments, determining standards and levels of service and methods of operation, including subcontracting subject to Article 32 and the introduction of new equipment; the right to hire, layoff, transfer and promote, including determining procedures and standards thereof, to discipline and discharge employees for just cause or while on new hire probation; to determine work schedules including overtime and to assign work; and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 24. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section.

ARTICLE 3- EMPLOYEE RIGHTS

3.1 It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights.

3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, sexual preference, Union affiliation or political affiliation. Discrimination on the basis of relationship of mental or physical handicap are prohibited except in the instance of valid occupational qualification as allowed under the provisions of the Americans with Disabilities Act. The Union shall work with the City in applying the provisions of this Article.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

4.1 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit down or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

4.2 In the event of a violation of this Article by the Union and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.

4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - UNION SECURITY

5.1 Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. Employees that are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in an amount determined by the Union in accordance with constitutional and statutory requirements.

5.2 The City agrees to deduct from the paycheck of each employee Union dues or "fair share." The City shall not be held liable for check off errors, but shall make proper adjustments with the employee and the Union for errors as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold harmless the City from any action arising under this Article. The amount to be deducted shall be certified to the City by the Union.

5.3 An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or

the payments of dues to it, shall pay an amount of money equivalent to the Union dues required of members. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Union that payment has been made.

5.4 The City agrees to furnish bulletin board space at each regular work location in a convenient place to be used and maintained by the Union. The Union shall limit its posting or notices and bulletins to such bulletin boards. The Union shall periodically clear the board of outdated material and shall restrict posting to matters of Union business, which are of a non-political, non-inflammatory nature.

5.5 The City agrees to provide the Union with the name, social security number, mailing address and position of all new hires within the bargaining unit.

ARTICLE 6 - HOURS OF WORK

6.1 WORK WEEK. The work week for full time employees shall consist of forty (40) hours. The work week shall normally consist of five (5) consecutive eight (8) hour days. However, the City reserves the right to determine the work week based on the needs of the City and services to the public. Work schedules may be instituted which consist of four (4) ten (10) hour days. Work schedules for employees covered by this Agreement, who normally work fewer than forty (40) hours per week, shall be determined at the discretion of the Department Head or designee.

ALTERNATE WORK WEEKS. 9-80's are considered a work schedule and shall be determined at the discretion of the Department Director and based on the needs of the City and services to the public. Alternate work week schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending the following Monday at 12:00 noon, or beginning at 12:01 p.m. Friday and ending on the following Friday at 12:00 noon.

Library Reference Staff. At the discretion of the Department Director, the work week for Library Reference staff will begin on Thursday at 12:01 a.m. and run through the following Wednesday at midnight.

6.2 WORK SCHEDULES. All shifts shall have an established starting and quitting time as determined by the Department Head or designee. Except for emergency situations, the Department Head or designee shall give employees in the department forty-eight (48) hours notice of any change in the work schedule. Employees are normally expected to provide forty-eight (48) hours notice of any schedule change request. This does not apply to employees flexing their schedule per Article 6.3. Schedule changes for the convenience of the employee, by mutual

agreement or for unanticipated operational needs, shall not be subject to the notification requirements set forth above.

6.3 FLEX SCHEDULE. Subject to advance mutual agreement between an employee and the City, employees may adjust their work schedules to something other than the normal work schedule stated in Article 6.1.

6.4 MEAL PERIODS. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which shall not be considered on-duty work time. The meal period shall be scheduled as near as possible to the midpoint of the employee's shift.

Only those employees who work more than five (5) hours are entitled to a meal period. Employees who are required to work beyond their normal eight (8) or more hour shift shall be given the option of taking a second thirty (30) minute unpaid meal period.

6.5 REST PERIODS. Rest periods of fifteen (15) minutes for each four (4) hours of consecutive work shall be provided whenever practicable in accordance with the operating requirements of each employee's duties. Rest periods shall be scheduled as near the middle of each four (4) hour shift as possible and shall be considered on-duty time.

6.6 Water Treatment Plant employees who combine hours worked with stand-by hours under the provisions of Article 16 in order to maintain a forty (40) hour week, shall be considered full time and are eligible for the same benefits provided to other full time employees.

ARTICLE 7 - OVERTIME

7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of each department. Under no circumstances shall an employee work overtime without receiving prior approval from their supervisor.

7.2 Hours worked in excess of an eight (8) or ten (10) hour day (where the City has initiated a 4/10 work schedule) or forty (40) hours in a work week shall be considered as overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. Employees assigned to a 9-80 schedule shall earn overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for hours worked in excess of their regular scheduled daily hours (either nine (9) or eight (8)) depending upon the regularly scheduled work hours for that day or forty (40) hours in a work week. Hours which would have been considered overtime under the previous sentences, but which

occur due to a flex schedule which has been mutually agreed to between the employee and the supervisor, shall not be subject to overtime. For purposes of determining overtime, hours of work shall be defined to include vacation, holidays and compensatory time. Sick leave shall not be considered hours of work for overtime purposes.

7.3 Overtime shall be computed to the nearest quarter (1/4) hour. Under no circumstances shall overtime be paid twice for the same hours worked.

7.4 All overtime worked shall be paid or the employee shall receive compensatory time based upon Department Head discretion. If budgeted funds are not available for the payment of overtime, such overtime shall be allowed in compensatory time off. Compensatory time off may be scheduled by mutual agreement of the employee and the supervisor based upon the needs of the department.

7.5 An employee may accrue compensatory time to a maximum of eighty (80) hours. Any overtime accumulation beyond eighty (80) hours shall be paid on the next paycheck.

7.6 Inclement Weather. In the event that weather considerations cause the City Manager, or her/his designee, to curtail all but essential operations, any employee required to remain on duty during the curtailment shall receive an additional one-half (1/2) hour of compensatory time for each hour or the major portion thereof for work performed after the official announcement is made.

Should the employee be at the maximum accrual of compensatory time, as defined in this agreement, the employee will be paid for the additional time worked.

7.7 Call Back. Employees called back to work more than one (1) hour prior to their normal shift shall be compensated at one and one half (1-1/2) times their normal rate of pay for a minimum of two (2) hours. Call back hours worked beyond two (2) hours and outside of the employees' normal shift shall be paid at the normal overtime rate.

7.8 As is consistent with the Fair Labor Standards Act, the following positions qualify as exempt and shall not be subject to the overtime provisions of this article:

Associate Planner	Sr. Planner
Network Administrator	

In exchange for the elimination of overtime eligibility, the City agrees to credit the employees covered by these classifications with an additional week of vacation per year.

7.9 The division of overtime among Public Works employees shall be made as equitably as possible. A department overtime list shall be posted quarterly.

ARTICLE 8 - ON THE JOB INJURY

8.1 Employees who are injured while in the performance of duty, shall report such injury to their supervisor immediately.

8.2 Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties as a result of such injury or illness shall be compensated by the City's insurance carrier according to the provisions of ORS 656.202 to 656.245. The City agrees to pay the employee his or her regular straight time wages during the three (3) day waiting period referenced in ORS 656.210(3) except in the event the disability is for more than fourteen (14) days or the injured employee is hospitalized as an inpatient. Upon claim acceptance, an employee shall not be required to use their personal sick leave for a period not to exceed ninety (90) calendar days.

8.3 The difference between the Workers' Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, will be supplemented by the use of a pro-rated share of the employee's accrued leave time until such leave time is exhausted after the employee has been off work for ninety (90) calendar days. Leave time may be used for an absence of less than (90) days. Whenever an employee receives a check from the City's insurance carrier, the employee shall report the amount and the period which it represents to the City's payroll department. Employees shall continue to accrue vacation and sick leave during the disabling period including City payment of health and welfare premiums up to twelve (12) months per Article 13.

8.4 It is in the mutual interest of the parties to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the City for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment if work is available, until such time as he is released for normal duties or becomes stationery.

ARTICLE 9 - SICK LEAVE

9.1 Employees shall accrue sick leave at the rate of three point six nine two four (3.6924) hours per pay period of service beginning with the date of employment. Partial pay periods shall be pro-rated. Sick leave accrual shall not exceed fourteen hundred (1400) hours. Once an employee's sick leave accrual reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month as long as the employee's accrued sick leave balance remains at the one thousand (1000) hours after the two hours are paid into the employee's VEBA account.

Part-time employees shall earn sick leave and maximum accrual on a pro-rated basis. For purposes of the sick leave conversion at retirement, the cap shall remain at one thousand (1000) hours.

9.2 Employees shall be eligible to use their sick leave hours for the following reasons:

- For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours.)

- For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.

- As specified in Article 12.4, Family and Medical Leave (FMLA) or Oregon Family Leave (OFLA).

- Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).

- For a purpose specified in Oregon's Domestic Violence, Sexual Assault or Stalking Leave Law (ORS 659A.272).

- In the event of a public health emergency, including but not limited to: (a) Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency; (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Employees shall keep their supervisor informed as to their status to qualify under this provision.

9.3 When an employee is unable to report to work due to illness or injury, the supervisor shall be notified as soon as possible prior to the beginning of the shift.

9.4 An employee who is on an approved FMLA or OFLA qualifying leave shall be allowed to save a total of twenty (20) hours of sick leave in their bank to be available upon their return from leave.

9.5 a. Return to Work: The City may request a doctor's release to return to work if the City can provide a reasonable explanation for doing so.

b. Verification of Use:

- **FMLA/OFLA Qualifying:** Pursuant to City Resolution 2003-18, Family and Medical Leave, the City must require the completion of a certification form by the employee's health care provider and any other verifications required for under the provisions of the FMLA, OFLA, or their successors.

- **Non-FMLA/OFLA Qualifying:** The City may require verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

    1. The employee has been absent for more than three (3) consecutive days; or
    2. The employee has exhausted all sick leave; or
    3. The City believes that the absence may not be bona fide and can provide a reasonable explanation for doing so.

9.6 Payment for unused accrued sick leave shall be made only upon separation from employment by retirement of active participants in the City of Forest Grove Retirement Plan (Defined Benefit Plan) at the time of retirement. This provision does not apply to employees enrolled in the Defined Contribution Plan established July 1, 2011. Upon retirement from the City of Forest Grove Retirement Plan, an employee's accrued unused sick leave shall be converted to the employee's retirement account to be withdrawn in a lump sum or in the form of a monthly annuity. The amount to be credited at retirement shall be based on the following table:

Sick Leave Hours	Conversion at Retirement
Up to 700	50%
701-775	55%
776-850	60%
851-925	65%
926-1000	70%

ARTICLE 10 - VACATION

10.1 All employees shall receive vacation time in accordance with the following schedule. After six (6) months of continuous service, employees shall be entitled to use accrued vacation time.

Length of Continuous Service		Amount Earned	
Months	Years	Hours per Pay Period	Days per Year
0 up to 24	0 up to 2	3.0770	10
24 up to 60	2 up to 5	3.6924	12
60 up to 120	5 up to 10	4.6154	15
120 up to 180	10 up to 15	6.1539	20
180 or more	15 or more	7.6924	25

Part-time employees shall earn vacation leave on a pro-rata basis.

10.2 Vacation accrual shall be calculated on a pay period basis beginning with the employee's date of hire. Employees hired or terminating mid-pay period shall have their vacation hours pro-rated for that pay period. Vacation time shall accrue during all hours of employment at straight time (not including overtime), including paid leave and time off due to an occupational disability.

10.3 At least one-half (1/2) hour of vacation must be taken.

10.4 Continuous Service shall be defined as an employee's length of consecutive service as a full time or part time employee with the City from their last date of hire less any adjustment due to leaves of absence without pay for more than sixty (60) days.

10.5 Employees are encouraged to take vacation time on a yearly basis and vacation accrual shall not exceed forty-five (45) days (three hundred sixty (360 hours)) without the approval of the City Manager. Maximum vacation accrual for part-time employees shall be pro-rated.

10.6 Upon termination, an employee shall be paid for unused vacation accrued as of the date of termination, not to exceed maximum accrual per Article 10.5. Such time shall be paid at the employee's current rate of pay. Employees who terminate during their probationary period shall not be entitled to payment for any accrued vacation. In the event of an employee's death, compensation for accrued vacation shall be paid in the same manner as the salary and fringe benefits due the deceased are paid.

10.7 Vacations must be scheduled in advance with the approval of the employee's supervisor. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority who has made their choice by April 1 (for the following twelve (12) months) shall be given their choice of vacation period. Selections made after April 1 shall be on a first-come first-served basis.

ARTICLE 11 - HOLIDAYS

11.1 All employees shall be entitled to the holidays listed below. Holiday pay shall be based on eight (8) hours. Part time employees shall receive pay for holiday hours in an amount equal to their normal weekly base schedule divided by five (5). In the event an employee is required to work on a holiday, they shall receive time and one-half (1 ½) for all hours worked plus their regular day's pay, or if so requested by the employee, shall receive time and one-half (1 ½) for all hours worked plus receive another day off scheduled by mutual agreement between the employee and their supervisor.

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Two (2) Personal Holidays

Personal holiday hours shall be pro-rated for part time employees.

11.2 When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the previous Friday.

11.3 Employees assigned to work a 4/10 or 9-80 schedule whose normal day off falls on the holiday, shall receive another day off in the week of the holiday. When feasible this day off shall be connected to the employee's normal days off.

11.4 An employee may take a personal holiday of his/her choosing with prior approval of his/her supervisor. Personal holidays shall be credited at the beginning of each calendar year and shall be prorated to the nearest hour for newly hired employees. Personal holidays must be used within the year credited and except for probationary employees, shall be payable at termination. Employees may use personal holiday time in increments of one-quarter (1/4) hour or more.

11.5 Holidays which occur during vacation or sick leave shall not be charged against such leave.

11.6 Employees on unpaid leave of absence are ineligible to receive holiday pay.

ARTICLE 12 - LEAVE OF ABSENCES

12.1 LEAVE OF ABSENCE WITH PAY

Employees may request a leave of absence with pay for the following purposes. Each request must be in writing and approved by the Department Director or designee after an evaluation of the request on its own merits.

BEREAVEMENT LEAVE. In the event of the death of an employee's immediate family member, defined as the employee's spouse, parent, parent-in-law, child, grandparent, grandchild, or sibling; or other close relatives that reside in the employee's household, the employee may be granted leave not to exceed the number of hours normally scheduled to work in a one (1) week period. Bereavement leave is intended for the purpose of attending the funeral and/or attending to the affairs of the deceased. Bereavement Leave taken under the provisions of this Section, 12.1, and Section 12.4 will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA.

WITNESS OR JURY DUTY. An employee shall be granted leave with pay for service on a jury or upon being subpoenaed as a witness provided, however, that the employee is required to seek all fees due the employee for jury or witness duty, except mileage reimbursement, and turn said fees over to the City. The employee is not eligible for this compensation if the employee is a party to the dispute (not including disputes for which the City is obligated to defend the employee) or if the dispute is between the City and the employee of the City and Union with the exception of grievance arbitrations and unfair labor practice hearings. Upon being excused from jury duty for any portion of a day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular work day.

12.2 LEAVE OF ABSENCE WITHOUT PAY

Employees may request a leave of absence without pay for the purposes specified in the following paragraphs. Each request must be in writing and approved by the Department Director or designee after an evaluation of the request on its own merits, after considering the needs of the department, and on the basis of the guidelines in this section.

EDUCATIONAL LEAVE. Regular employees may request a leave for purposes of furthering their education or training in an area of study which shall benefit their service to the City. Each leave request shall not exceed one (1) year.

TEMPORARY DISABILITY. Regular employees who are temporarily unable to work due to illness or injury and have used all accrued leave time may request a leave of absence for a period not to exceed six (6) months.

12.3 Employees granted a leave of absence without pay may maintain some of their insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

12.4 OTHER LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE. Family and medical leave shall be granted in accordance with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), as incorporated into the City of Forest Grove Employee Handbook. Employees may utilize sick leave, vacation leave, or compensatory leave during a period of approved leave. Unless prohibited by law, benefits, leave accrual and seniority credits shall not continue to accrue for any period in which the employee is on unpaid leave status.

OFLA BEREAVEMENT LEAVE (unpaid). Employees may use additional time as allowed by the state OFLA provisions effective January 1, 2014. Bereavement Leave taken under the provisions of Section 12.1 and this Section, 12.4, will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA. All of the rules for requesting, accounting for and accruing OFLA leave as incorporated into the City of Forest Grove Employee Handbook will apply.

MILITARY LEAVE. Employees shall be granted a military leave of absence according to the provisions of State and Federal law and City ordinances.

ARTICLE 13 - INSURANCE

13.1 Effective January 1, 2018 the City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Copay Plan B, PPP, including Well-Baby care and Physical Examination riders, ODS dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser Copay Plan B medical, prescription, dental, vision and alternate care insurance as an alternative to Blue Cross. The City's premium contribution for full-time employees shall be set at ninety five percent (95%) of either the full Blue Cross medical premium cost or the full Kaiser medical premium cost as elected by the employee during benefits enrollment, plus ninety five percent (95%) of the full ODS (Dental II) dental insurance premium

Effective January 1, 2020 the City's premium contribution for full-time employees shall be set at ninety three percent (93%) of the full Kaiser medical premium cost if elected by the employee.

The City's premium for part-time employees shall be set as follows based on hours regularly scheduled for their position:

- At least 20 hours but less than 30 hours per week: fifty percent (50%) of the caps established for full-time employees.
- At least 30 hours but less than 40 hours per week: seventy-five percent (75%) of the caps established for full-time employees.

Cadillac Tax Review: The City will evaluate medical premiums and contributions in May 2019. In the event the aggregate medical contributions provided by the City for either plan offered, including payments for VEBA and FSA or similar and including employee cost share contributions for premiums, exceed thresholds for the 2020 Cadillac Tax, as provided under the Affordable Care Act, the City will provide notice to the Union to reopen Article 13. If agreement is not reached by September 30, 2019, the parties agree to initiate mediation to resolve the issue.

If no agreement is reached by December 1, 2019, beginning January 1, 2020 and thereafter, if any excise tax under the Affordable Care Act is imposed with reference to the "Cadillac Plan Tax", the individual employee and the City will split the equivalent of the taxable amount imposed equally through payroll deductions.

The City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Union who is eligible for, and enrolls in, one of the City's Health Insurance Plans. The City shall make monthly contributions of $65.00 to said account for full-time employees and a prorated amount for part-time employees based on their regularly scheduled hours.
A full time employee is defined as an employee who is normally scheduled to work forty (40) hours per week. The City shall also provide to full time employees:

Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest thousand dollars.

Long-term disability after a ninety (90) day waiting period, with a maximum of sixty percent 60% of the first four thousand dollars ($4,000) of monthly salary up to age sixty-five (65) or until the employee is able to return to work.

13.2 Effective upon execution of this Agreement, employees shall be eligible for the insurance coverage noted in Article 13.1 the first of the following month following their hire date.

13.3 The City shall provide workers' compensation coverage to employees effective upon date of hire. The City shall pay the full cost of these premiums.

Upon retirement from City service, employees may elect to continue their group medical and dental insurance at their own expense. Such cost shall be the full amount of premium.

13.4 The City agrees to provide each employee with liability coverage, providing protection for possible claims arising out of acts committed by employees in the discharge of their duties within the scope of their position and in the course of their employment, provided the claims do not result in a judgment resulting from the willful and wrongful act or gross negligence of such employees.

Such insurance shall cover all costs, including attorney fees, connected with proposed, threatened or actual suits and negotiated settlements, in addition to covering the amount of possible judgment.

13.5 The City agrees to offer to members the same Section 125 plan it offers to other employees.

13.6 Employees are required to notify the City within thirty (30) days if a dependent is no longer eligible for coverage under the City's health insurance plans. An employee who fails to notify the City within thirty (30) days shall be responsible for any cost difference and premium payments which the City is unable to recoup from the insurance carrier.

13.7 The union agrees to participate fully in any City-established Employee Benefits Committee in recognition of the significance of health insurance costs as an aspect of total compensation.

13.8 The City and the Union agree to negotiate the impact of any changes in health insurance that may be mandated by Federal health care legislation during the life of this agreement.

ARTICLE 14 - RETIREMENT

14.1 Defined Benefit Plan

All employees hired prior to July 1, 2011 shall continue to participate in the City of Forest Grove Retirement Plan (Defined Benefit Plan). The City shall pay the employee's contribution to the retirement plan.

Any full-time employee who is a participant in the City of Forest Grove Retirement Plan (Defined Benefit Plan) and who changes to a regular part-time position will become ineligible to participate in the Defined Benefit Plan as only qualified full-time employees may participate in the Defined Benefit Plan. That employee will be placed in the Defined Contribution Plan. If that employee returns to a regular full-time position, the employee will remain in the Defined

Contribution Plan as he/she is not eligible to return to the Defined Benefit Plan under the terms of that Plan.

14.2 Defined Contribution Plan

All employees hired after July 1, 2011 shall be enrolled into a defined contribution plan. The employer shall contribute an amount equal to ten percent (10%) of base wages to the employees retirement account. Additionally, the City will match dollar for dollar any additional contribution the employee makes up to a maximum of 2% of base wages. Employees will be eligible to enroll after six months of continuous employment.

Effective July 1, 2014, eligibility for retirement benefits under the Defined Contribution Plan will include all regular employees regularly scheduled to work twenty (20) or more hours per week.

ARTICLE 15 - WAGES

15.1 A. Effective July 1, 2017 all employees covered by this agreement shall receive a general wage increase of 2.00%.

Effective July 1, 2017 all employees employed in one of the positions listed below will receive a one-time market adjustment as follows:

Administrative Specialist II:	Additional 0.78%
Accounting Technician:	Additional 3.38%
Utility Worker I:	Additional 1.16%
Utility Worker II:	Additional 0.97%

B. Effective July 1, 2018 all employees covered by this agreement shall receive a general wage increase of 2.25%.

C. Effective July 1, 2019 all employees covered by this agreement shall receive a general wage increase of 2.25%.

D. Effective July 1, 2020 all employees covered by this agreement shall receive a general wage increase of 2.50%.

15.2 Employees temporarily assigned by a supervisor to a higher classification for a minimum of no less than eight (8) hours shall receive a minimum of an additional five percent (5%) increase in their base salary for the total time of such assignment.

Library positions assigned duties of preparation and presentation of youth services and outreach programs are exempted from the minimum eight (8) hour qualification listed in 15.2 above. This exclusion is limited to Library positions only and as designated by the Library Director.

15.3 A new or promoted employee is eligible for advancement to the next step of the salary range based on performance, following completion of twelve (12) months of service and each twelve (12) months thereafter until the employee reaches the top step of the salary range.

15.4 Spanish Language Fluency Premium Pay

A. Level I: The City shall designate positions that shall be eligible to receive one hundred twenty-five dollars ($125.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language fluency premium. Effective July 1, 2019 the amount will increase to one hundred thirty dollars ($130.00) per month for Level I.

   The City will use the following criteria when designating eligible positions:
   1. Positions require public contact and continued eliciting and explaining information in Spanish, or those that are in a work location where there is a demonstrated need for Spanish language translation in providing services to the public; and
   2. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need.

B. Level II: Subject to approval by the Department Director, employees who hold positions which either have limited public contact, and/or may have high public contact but do not require continued eliciting and explaining information in Spanish shall be eligible to receive twenty-five dollars ($25.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language premium.

C. In order to begin receiving either Spanish language fluency premium outlined in A or B above, employees must:
   1. Make request in writing to immediate supervisor to receive Spanish premium pay and receive written approval from Department Director;
   2. Demonstrate fluency in speaking and reading Spanish as evidenced by a testing process and at a competency level determined by the City;
   3. Pass future Spanish fluency tests to maintain premium on schedule set by the City, but no more frequently than annually.

D. Employees who are eligible for Spanish language fluency premium pay will begin receiving the premium the first of the month following all the conditions in C above being met.

ARTICLE 16 - STAND-BY

16.1 Stand-by time is defined as any time an employee is required to carry a pager unit or phone and to remain in the City-prescribed geographical area, for the purpose of being called to duty while off duty.

16.2 Employees required to be on standby will be on stand-by for a seven-day period, and will be compensated for such standby as follows:

A. Public Works employees required to work stand-by from 12:01 p.m. Wednesday and ending on the following Wednesday at 12:00 noon shall be compensated thirteen (13) hours straight time pay or thirteen (13) hours straight time compensatory time at the employee's choice.

B. Water Treatment Plant employees shall receive two (2) hours of compensation for each day of call coverage at the straight time pay or two (2) hours of straight time compensatory time at the employee's choice.

16.3 If the payment of stand-by hours results in a more than forty (40) hour week, the stand-by hours shall be credited as compensatory hours at straight time.

16.4 Employees assigned to stand-by duty shall be provided with a pager or phone. They shall be required to be available to receive emergency phone calls during periods outside of their normal working hours. Failure to be available or to respond to a page while on stand-by shall result in the loss of stand-by pay.

When an employee is employed in a position that requires stand-by responsibilities in accordance with this Article and the employee resides in an area that does not receive reliable cellular coverage under the City's current cellular service provider, he/she will receive a cell phone stipend in accordance with the current City policy to maintain a personal cell phone with reliable cellular coverage at the employee's residence as long as it is deemed necessary by the City or until the need no longer exists. If the employee chooses to terminate his/her personal cell phone coverage, he/she shall provide the City with at least 60 days' notice of intent to discontinue coverage.

The City reserves the right to determine if an employee is eligible to receive a cell phone stipend.

Stipends received for this purpose shall be considered taxable compensation to the employee. If the employee receiving the stipend terminates employment, the City is not responsible for continued payments of any service for which the employee may have contracted.

16.5 Employees assigned stand-by duty over a holiday shall be compensated for an additional five (5) hours.

ARTICLE 17 - TRAVEL REIMBURSEMENT

17.1 When an employee is required to report for work outside of the City limits, he/she shall use a City vehicle whenever possible. If he must use his personal vehicle, he/she shall be reimbursed for the use of his personal transportation at the prevailing IRS mileage rate. Whenever an employee is required to travel as part of their regular work he/she shall be reimbursed actual costs for lodging and travel expenses and meals shall be compensated at per diem based upon City policy. All expenses shall be prepaid whenever possible.

17.2 When an employee attends an approved, non-required training outside the City, the employee shall be compensated for the actual hours spent in training or for the normal workday, whichever is greater.

ARTICLE 18 - BOOKS AND TUITION

Any courses which are required by the City shall be paid in full. Employees may request compensation for the cost of college level course work relevant to their role in the City. Tuition reimbursement is subject to the following guidelines:

1. Requests must be made in writing to the Department Head using the form provided by the City's Human Resources Office prior to enrollment or participation.

2. Reimbursement shall be made only if a grade of "C" or better is received, or a "P" if the class is graded on a Pass/No Pass basis. Documentation is required.

3. The maximum amount payable per course is two hundred dollars ($200) including books. Receipts must be provided.

4. College level course work directly relating to the employees current position may be compensated at one hundred percent (100%) within the designated maximum. The City must determine the coursework will benefit the City.

5. College level course work may be compensated at less than one hundred percent (100%) if it is indirectly related to the employee's position. The decision to reimburse a percentage of the costs rests with the Department Head. The City must determine the coursework will benefit the City.

ARTICLE 19 - CERTIFICATION/LICENSE

The City shall pay the fees associated with obtaining and maintaining a DMV/CDL License (including CDL physical), Water Certification, Sewer Certification, Pesticide Certification license, Back Flow Certification, Arborist Certification or other license/certification when such license and/or certification is required of an employee to perform their job excluding the cost of a regular driver's license. The City shall not be responsible for paying late fees for renewals of certification or licenses; nor reinstatement charges if the employee allows the certification or license to lapse. Exceptions will be reviewed by the supervisor and may be granted if warranted by circumstances.

ARTICLE 20 - PAY PERIODS

Employees shall be paid on a bi-weekly basis. The City agrees to offer to employees covered by this agreement, the same direct deposit option offered to any other employees. Employees shall be paid according to State and Federal law, with a frequency of no greater than every 35 days.

ARTICLE 21 - SENIORITY

21.1 For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service as an employee with the City plus their time in the current department plus their time in their current classification as a part-time or full-time employee from their last date of hire less any adjustments due to leave of absence without pay for more than sixty (60) days.

21.2 If an employee has a break in service for a voluntary reason and returns to employment within twelve (12) months of the break in service, all previous seniority shall be restored less the amount of the break in service.

21.3 Layoff Procedures - If an employee has a break in service due to layoff and is recalled within twenty-four (24) months, he shall suffer no break in service for seniority purposes nor shall an employee who is off on workers' compensation and returns to employment with the City.

21.4 Bargaining unit employees shall not be laid off if the City is using temporary employees to do their work.

21.5 The City may layoff employees due to changes in the duties of the organization, lack of work, or lack of funds. An employee and the Union shall be given written notice of layoff or pay in lieu of notice at least thirty (30) days before the effective date, stating the reasons for the layoff and options the employee has. The

employee shall have five (5) working days from the receipt of the layoff letter to notify the City of the employee's selected option. Employees shall have the following options:

1. Accept the layoff.
2. Request assignment to a vacant position within the City for which he/she possesses the necessary qualifications.
3. Displace the employee with the lowest seniority in the same classification in the department if the employee is qualified for that position.
4. Displace an employee with less seniority with the lowest seniority in a classification with a lower pay range in the department if the employee is qualified for the position.
5. Displace the employee with the lowest seniority in any department in a classification in which the employee has prior service.

Displaced employees shall be allowed to select Option 1 through 3 above. If there is no position available via those options, the employee may select either Option 4 or 5. The qualification of an employee to bump shall depend upon that employee's current possession of required certification, the knowledge, skill and ability to perform the job at an acceptable level of performance with on the job orientation.

21.6 Employees who displace an employee in a lower classification shall go to the step closest to their current salary.

21.7 Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

21.8 Employees who are laid off shall be placed on a layoff list by the classifications from which the employees are laid off. Employees shall be recalled to available vacancies from which they were laid off in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other employees on the layoff list provided the employee is qualified to perform those duties.

A laid off employee who is recalled by the City shall have five (5) days from receipt of notice by certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment.

If an employee is offered a position from the layoff list, the employee shall have one (1) right of refusal. A second refusal shall result in the loss of any re-hire rights.

An employee's name shall remain on the layoff lists for twenty-four (24) months.

21.9 A transfer is defined as a change of an employee from one position to another in the same classification.

1. Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the Human resources manager.

2. Requests for transfer shall be given consideration when a suitable vacancy occurs. Transfers may be granted without an open selection process with the approval of the affected Department Heads.

ARTICLE 22 - PROBATIONARY PERIOD

22.1 The probationary period for original and re-hired employees shall be twelve (12) months of employment with the City and within the classification, except when the employee's termination of employment with the City of Forest Grove was less than one year prior to the rehire date and the employee is being rehired into the same classification held before separation.

If the Department Director believes an extension of probation is warranted, the Department Director may present the reasons for the extension to the Union and the employee and request an extension of probation for up to an additional 6 months. Lack of agreement by the Union and employee to said extension shall result in the City either deeming the probation as completed or failed, at the discretion of the Department Director.

22.2 During the probationary period, a new employee may be disciplined or discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. Probationary employees will be covered by all other provisions of the contract and may file a grievance if an alleged violation is not related to discipline or just cause termination.

22.3 Except for the positions noted in 22.4, the probationary period for employees promoted to a higher classification within the bargaining unit or transferred to another position within the bargaining unit shall be six (6) consecutive months. During this probationary period, a probationary employee shall be protected in discipline and discharge procedures on the same basis as other regular employees. However, a promoted employee serving the probationary period may be demoted to their previous position by the City without appeal.

22.4 The probationary period for employees promoted to the following positions shall be twelve (12) consecutive months.

Youth Services Librarian
Library Associate (Acquisitions position)

ARTICLE 23 - DISCIPLINE AND/OR DISCHARGE

23.1 No employee who has passed the probationary period shall be disciplined without just cause. An employee shall be entitled to due process where discipline is imposed. Disciplinary action may include the following steps and shall normally be

progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

a. oral reprimand
b. written reprimand
c. suspension without pay
d. reduction in pay
e. demotion
f. discharge

23.2 Oral reprimands shall not be subject to the grievance procedure. Written reprimands may be processed up through step III of the grievance procedure, but may not proceed to arbitration (step IV).

23.3 The appeal of a discharge may be filed at Step 3 of the grievance procedure contained in Article 24. All other disciplinary actions may be appealed beginning at Step 2 of the grievance procedure. The information required in Step I must be included in the grievance regardless of the step at which the grievance process is entered.

23.4 This article shall not apply to any employee on original and re-hire probations as defined in Article 22.

23.5 If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee. Employees shall be entitled to Union representation whenever disciplinary action is being considered.

ARTICLE 24 - GRIEVANCE PROCEDURE

It is the intention of the parties to this agreement that all disputes between said parties regarding the application, meaning or interpretation of this contract be settled by their submission to the established grievance procedure as herein provided.

STEP I. After first attempting to resolve the grievance informally, the Union or any employee with notice to the Union may claim a breach of this agreement in writing to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The notice shall include: 1. a statement of the grievance and relevant facts; 2. provisions of the agreement violated; and 3. remedies

sought. The supervisor shall respond to the grievance in writing within ten (10) days with a copy to the Union.

STEP II. If the grievance remains unadjusted after the supervisor's response, the grievance may be submitted within ten (10) days to the Department Head. The Department Head may meet with the aggrieved party, who may request Union representation at the hearing. The Department Head shall respond to the grievance within ten (10) days with a copy to the Union.
STEP III. If the grievance remains unadjusted after the Department Head's response at Step II, the grievance may be submitted within ten (10) days of the Department Head's response to the City Manager or his/her designee. He/She shall meet with the aggrieved party, the Department Head, and a Union representative and shall respond to the grievance in writing within thirty (30) days.

STEP IV. If the grievance is not resolved after the City Manager's response at Step III, it may be submitted within ten (10) days of the City Manager's response to a mediator by mutual agreement. The mediator shall be selected by mutual agreement of the parties. If the parties cannot agree upon a mediator within ten (10) days, a mediator will be requested from the Employment Relations Board, Conciliation Service Division. Costs of the mediation shall be split by the parties equally.

STEP V. If the grievance is not resolved after the City Manager's response at Step III or by mediation at Step IV, it may be submitted within ten (10) days of the City Manager's response or the end of mediation to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within ten (10) days, he shall be chosen in the following manner:

A. A list of seven (7) Oregon or Washington arbitrators from the State Employee Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. The Union shall strike the first name, and the one remaining shall be the arbitrator.

B. The arbitrator shall render a decision within a reasonable time. The decision of the arbitrator shall be binding on both parties.

C. The cost of the arbitrator shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to arbitration.

D. The arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and shall have no authority or jurisdiction to add or revise the agreement of the parties.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit or process the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to respond to a grievance in a timely fashion shall

automatically advance the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

For purposes of this Article, "days" shall mean Monday through Friday, excluding holidays.

ARTICLE 25 - EMPLOYEE EVALUATIONS

25.1 Each employee shall be evaluated in writing by their supervisor at six (6) months from date of hire and annually from date of hire or promotion thereafter. Evaluations may be written on a more frequent basis if deemed necessary and appropriate by either the employee or the supervisor. Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a permanent part of the employees' personnel file.

25.2 Neither the evaluation process nor the contents of employee evaluations are subject to the grievance process of the agreement. An employee may request a review of the evaluation by the City Manager and/or Human Resources Manager.

ARTICLE 26 - PERSONNEL RECORDS

26.1 The City shall maintain an official personnel file on each employee of the City. No material shall be placed in an employee's personnel file without the knowledge of the employee. Any employee, or representative with written permission of the employee, shall have the right to review the contents of their own personnel file and obtain copies of the content of said file. At their option, they may request to be accompanied by a Union representative of their choosing. An employee may respond in writing to any item placed in their personnel file and said response shall become part of their personnel file.

26.2 Written reprimands and any response written by the employee shall be considered temporary contents of the personnel file and shall be removed, upon the request of the employee, anytime after eighteen (18) months have passed from the date of the reprimand if there are no related problems during that period. All other disciplinary actions shall be removed, upon request of the employee, at the end of three (3) years from the date of the disciplinary action, provided there is no subsequent related disciplinary action taken during the intervening period of time.

ARTICLE 27 - SAFETY PROGRAM

27.1 City and employees agree to abide by federal and state safety regulations per Oregon Administrative Rules, Chapter 437, Division 40.

27.2 Employees observing an unsafe act or condition are responsible for reporting the act or condition to a management employee as soon as possible.

27.3 Effective upon signing this agreement, the City shall provide at no cost to employees, a hepatitis prevention program for employees of public works.

ARTICLE 28 - CLOTHING

28.1 Protective clothing shall be furnished to all employees whenever it shall be deemed necessary for health and safety reasons including such items as hard hats, safety vests, safety glasses, ear plugs or masks. In addition, the City shall furnish appropriate rain gear to those employees required to work in inclement weather conditions.

28.2 Mechanics shall be furnished overalls. The cleaning of overalls shall be the responsibility of the City.

28.3 The City shall provide Utility Workers I and II, Public Works Program Specialist, Building Inspectors, WTP Operators, Mechanics and Engineering Technicians an allowance payable as gross wages for the purchase of safety footwear and jeans. Footwear must meet OrOSHA rules and standards recommended by the City's worker's compensation carrier based on a PPE assessment of the tasks performed by job position. Employees must possess boots meeting the standards outlined above by September 30, 2017.

Job Classification	Footwear/Jean Allowance	Footwear/Jean Allowance Frequency
Utility Worker I and II	$325.00	Annually
PW Program Specialist	$325.00	Annually
Building Inspector	$325.00	Annually
WTP Operator	$325.00	Annually
Mechanic	$150.00	Every 2 years
Engineering Technician	$150.00	Every 2 years

The City will supply shirts, jackets, raingear and suspenders, gloves and safety equipment, upon hiring for Public Works and Parks personnel. Such clothing and equipment shall be replaced on demonstration of failure of equipment or clothing.

ARTICLE 29 - SUBSTANCE ABUSE POLICY

The City and the Union agree to abide by the provisions of the Substance Abuse Policy as approved by the City Council.

ARTICLE 30 - DEFERRED COMPENSATION

Employees shall have the option of participating in any deferred compensation plan sponsored by the City. The deferred compensation plan shall be of no direct cost to the City and employee participation shall be voluntary. Employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City. Employees who are enrolled in the City's Defined Contribution Retirement Plan as outlined in Article 14.2, and who elect to participate in the City match, must elect to have their deferred compensation deductions withheld from their paycheck as a percentage of gross wages.

ARTICLE 31 - UNION BUSINESS

31.1 Union representatives and shop stewards shall be allowed access to employee work locations for the purpose of meeting with the City or with supervisory personnel and aggrieved employees. Union representatives shall make their presence known to the supervisor. Access shall be restricted so as to not interfere with the normal operations of the Department and employees shall not perform Union business on work time without the prior approval of the appropriate supervisor(s).

31.2 Members of the bargaining unit selected to serve as authorized representatives/shop stewards shall be certified in writing to the City.

31.3 The City shall pay up to three (3) members of the Union negotiating team for their time spent in contract negotiations. Pay for time spent negotiating shall not be or cause overtime. Total hours paid by the City for negotiations shall not exceed sixty (60) hours.

ARTICLE 32 - CONTRACTING/SUBCONTRACTING

The Union recognizes that the City retains the right to contract and subcontract work as it determines; provided that as to work presently and regularly performed by members of the bargaining unit, the City agrees to afford an opportunity to the Union to meet and discuss the effect of such action on the employment level of its members prior

to finalizing and implementing its decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to open vacancies and preferential rehiring when such contracting action shall affect the employment level. Such considerations shall be within the City's primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.

ARTICLE 33 - OUTSIDE EMPLOYMENT

33.1 In order for employees to engage in outside employment, the position must:

- be compatible with the employee's City duties
- in no way detract from the efficiency of the employee in performing City duties
- present no conflict of interest with City affairs
- not take preference over extra duty required by City employment.

33.2 Employees engaging in outside employment shall notify their Department Head in writing and shall specify the nature of the work and number of hours to be worked.

33.3 Employees who become injured or ill through any outside employment shall not be eligible to receive workers' compensation or sick leave from the City.

ARTICLE 34 - FUNDING

34.1 The parties to this agreement recognize that revenue needed to fund this agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Forest Grove. All such wages and benefits are therefore contingent upon sources of revenue and, in certain instances, the voters of the City.

34.2 In the event of budget reductions by the Budget Committee or the City Council or lack of approval by the voters, the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback services with the desired end result to be to offer employment opportunities to existing bargaining unit members whenever and wherever possible.

ARTICLE 35 - SCOPE OF AGREEMENT

35.1 The City and the Union shall not be bound by any requirement which is not specifically stated in this agreement. Specifically, but not exclusively, the City and the Union are not bound by any unwritten past practices of the City or the Union,

unless such past practices or understandings are specifically stated or referred to in this agreement.

35.2 Conditions of employment not covered by this agreement and which are considered mandatory subjects for bargaining under Oregon Law shall be maintained without change during the life of this agreement, unless modified by mutual agreement between the City and the Union.

ARTICLE 36 - SAVINGS CLAUSE

36.1 Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion thereof directly specified in the decision.

Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

36.2 In the event of a conflict between the provisions of this agreement and the Personnel Manual of the City, the provisions of this agreement shall be deemed controlling. If a subject is not addressed by this agreement, the Personnel Manual of the City shall be controlling.

ARTICLE 37 - TERM OF AGREEMENT

37.1 This Agreement shall be effective July 1, 2017 and shall remain in effect until June 30, 2021.

37.2 After June 30, 2021 this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing between January 1 and March 1 that they wish to modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

37.3 This Agreement shall not be modified in whole or in part by the parties covered by instrument, in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of JULY, 2017.

FOR THE UNION:

Bao Nguyen, Council 75 Rep

Audra Stoutt, Local 3786 President

FOR THE CITY:

Jesse VanderZanden, City Manager

ADDENDUM A

Accounting Technician	A24
Administrative Assistant	A28
Administrative Specialist I	A18
Administrative Specialist II	A20
Adult Services Librarian	A31
Aquatic Program Specialist	A16
Assistant Planner	A32
Associate Planner	A38
Building Inspector I	A36
Building Inspector II	A40
Economic Development Program Manager	A45
Engineering Technician	A32
Engineering Technician Trainee	A28
Electrical Engineer	A49
Fire Logistics Technician	A17
Janitor	A17
Library Assistant	A16
Library Associate	A19
Mechanic	A27
Network Administrator	A45
Payroll Specialist	A29
PC Technician	A30
PC Technician II	A34
Permit Coordinator	A25
Public Works Program Specialist	A33
Program Coordinator	A38
Senior Planner	A45
Utility Worker I	A21
Utility Worker II	A26
Utility Worker II/Water Treatment Plant Operator	A33
WTP Operator	A34
Youth Services Librarian	A31

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2017

	City of Forest Grove AFSCME Master Salary Schedule	July 1, 2017 Wages with 2% Increase					
	AFSCME	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A16	Library Assistant, Aquatics Program Specialist	2,956	3,072	3,195	3,321	3,454	3,592
A17	Janitor, Fire Log Tech	3,059	3,180	3,307	3,439	3,577	3,719
A18	Admin Specialist 1	3,074	3,197	3,323	3,455	3,594	3,738
A19	Library Associate	3,307	3,439	3,577	3,720	3,869	4,024
A20	Admin Specialist 2	3,412	3,549	3,690	3,838	3,991	4,151
A21	Utility Worker I	3,445	3,582	3,725	3,874	4,029	4,190
A24	Account Tech	3,800	3,951	4,110	4,274	4,445	4,623
A25	Permit Coordinator	3,845	3,998	4,159	4,323	4,498	4,680
A26	Utility Worker II	3,885	4,040	4,201	4,370	4,544	4,726
A27	Mechanic	3,978	4,135	4,302	4,472	4,652	4,837
A28	Admin Asst, Eng Tech Trainee	4,056	4,218	4,388	4,562	4,744	4,933
A29	Payroll	4,095	4,259	4,429	4,606	4,790	4,982
A30	PC Tech	4,175	4,342	4,516	4,695	4,884	5,079
A31	Adult Svcs Librarian, Youth Svcs Librarian	4,258	4,428	4,605	4,789	4,981	5,180
A32	Eng Tech, Asst Pln	4,269	4,438	4,614	4,800	4,992	5,189
A33	Utility Worker II, WTPO	4,300	4,471	4,650	4,837	5,029	5,228
A33	PW Program Specialist	4,300	4,471	4,650	4,837	5,029	5,228
A34	WTP Operator, PC Tech II	4,571	4,751	4,942	5,141	5,347	5,559
A36	Building Inspector I	4,649	4,833	5,026	5,228	5,436	5,655
A38	Assoc Planner, Program Coordinator	4,822	5,015	5,217	5,425	5,642	5,868
A40	Building Inspector II	5,114	5,320	5,531	5,752	5,982	6,222
A45	Senior Planner, Economic Development Coord., Network Administrator	5,655	5,880	6,116	6,361	6,614	6,876
A49	Electrical Engineer	6,261	6,511	6,772	7,042	7,323	7,616

Note: Monthly Amounts Shown

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2018

City of Forest Grove AFSCME Master Salary Schedule		July 1, 2018 Wages with 2.25% Increase					
	AFSCME	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A16	Library Assistant, Aquatics Program Specialist	3,023	3,141	3,267	3,396	3,532	3,673
A17	Janitor, Fire Log Tech	3,128	3,252	3,381	3,516	3,657	3,803
A18	Admin Specialist 1	3,143	3,269	3,398	3,533	3,675	3,822
A19	Library Associate	3,381	3,516	3,657	3,804	3,956	4,115
A20	Admin Specialist 2	3,489	3,629	3,773	3,924	4,081	4,244
A21	Utility Worker I	3,523	3,663	3,809	3,961	4,120	4,284
A24	Account Tech	3,886	4,040	4,202	4,370	4,545	4,727
A25	Permit Coordinator	3,932	4,088	4,253	4,420	4,599	4,785
A26	Utility Worker II	3,972	4,131	4,296	4,468	4,646	4,832
A27	Mechanic	4,068	4,228	4,399	4,573	4,757	4,946
A28	Admin Asst, Eng Tech Trainee	4,147	4,313	4,487	4,665	4,851	5,044
A29	Payroll	4,187	4,355	4,529	4,710	4,898	5,094
A30	PC Tech	4,269	4,440	4,618	4,801	4,994	5,193
A31	Adult Svcs Librarian, Youth Svcs Librarian	4,354	4,528	4,709	4,897	5,093	5,297
A32	Eng Tech, Asst Pln	4,365	4,538	4,718	4,908	5,104	5,306
A33	Utility Worker II, WTPO	4,397	4,572	4,755	4,946	5,142	5,346
A33	PW Program Specialist	4,397	4,572	4,755	4,946	5,142	5,346
A34	WTP Operator, PC Tech II	4,674	4,858	5,053	5,257	5,467	5,684
A36	Building Inspector I	4,754	4,942	5,139	5,346	5,558	5,782
A38	Assoc Planner, Program Coordinator	4,930	5,128	5,334	5,547	5,769	6,000
A40	Building Inspector II	5,229	5,440	5,655	5,881	6,117	6,362
A45	Senior Planner, Economic Development Coord., Network Administrator	5,782	6,012	6,254	6,504	6,763	7,031
A49	Electrical Engineer	6,402	6,657	6,924	7,200	7,488	7,787

Note: Monthly Amounts Shown

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2019

City of Forest Grove AFSCME Master Salary Schedule		July 1, 2019 Wages with 2.25% Increase					
	AFSCME	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A16	Library Assistant, Aquatics Program Specialist	3,091	3,212	3,341	3,472	3,611	3,756
A17	Janitor, Fire Log Tech	3,198	3,325	3,457	3,595	3,739	3,889
A18	Admin Specialist 1	3,214	3,343	3,474	3,612	3,758	3,908
A19	Library Associate	3,457	3,595	3,739	3,890	4,045	4,208
A20	Admin Specialist 2	3,568	3,711	3,858	4,012	4,173	4,339
A21	Utility Worker I	3,602	3,745	3,895	4,050	4,213	4,380
A24	Account Tech	3,973	4,131	4,297	4,468	4,647	4,833
A25	Permit Coordinator	4,020	4,180	4,349	4,519	4,702	4,893
A26	Utility Worker II	4,061	4,224	4,393	4,569	4,751	4,941
A27	Mechanic	4,160	4,323	4,498	4,676	4,864	5,057
A28	Admin Asst, Eng Tech Trainee	4,240	4,410	4,588	4,770	4,960	5,157
A29	Payroll	4,281	4,453	4,631	4,816	5,008	5,209
A30	PC Tech	4,365	4,540	4,722	4,909	5,106	5,310
A31	Adult Svcs Librarian, Youth Svcs Librarian	4,452	4,630	4,815	5,007	5,208	5,416
A32	Eng Tech, Asst Pln	4,463	4,640	4,824	5,018	5,219	5,425
A33	Utility Worker II, WTPO	4,496	4,675	4,862	5,057	5,258	5,466
A33	PW Program Specialist	4,496	4,675	4,862	5,057	5,258	5,466
A34	WTP Operator, PC Tech II	4,779	4,967	5,167	5,375	5,590	5,812
A36	Building Inspector I	4,861	5,053	5,255	5,466	5,683	5,912
A38	Assoc Planner, Program Coordinator	5,041	5,243	5,454	5,672	5,899	6,135
A40	Building Inspector II	5,347	5,562	5,782	6,013	6,255	6,505
A45	Senior Planner, Economic Development Coord., Network Administrator	5,912	6,147	6,395	6,650	6,915	7,189
A49	Electrical Engineer	6,546	6,807	7,080	7,362	7,656	7,962

Note: Monthly Amounts Shown

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2020

	City of Forest Grove AFSCME Master Salary Schedule	July 1, 2020 Wages with 2.50% Increase					
	AFSCME	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A16	Library Assistant, Aquatics Program Specialist	3,168	3,292	3,425	3,559	3,701	3,850
A17	Janitor, Fire Log Tech	3,278	3,408	3,543	3,685	3,832	3,986
A18	Admin Specialist 1	3,294	3,427	3,561	3,702	3,852	4,006
A19	Library Associate	3,543	3,685	3,832	3,987	4,146	4,313
A20	Admin Specialist 2	3,657	3,804	3,954	4,112	4,277	4,447
A21	Utility Worker I	3,692	3,839	3,992	4,151	4,318	4,490
A24	Account Tech	4,072	4,234	4,404	4,580	4,763	4,954
A25	Permit Coordinator	4,121	4,285	4,458	4,632	4,820	5,015
A26	Utility Worker II	4,163	4,330	4,503	4,683	4,870	5,065
A27	Mechanic	4,264	4,431	4,610	4,793	4,986	5,183
A28	Admin Asst, Eng Tech Trainee	4,346	4,520	4,703	4,889	5,084	5,286
A29	Payroll	4,388	4,564	4,747	4,936	5,133	5,339
A30	PC Tech	4,474	4,654	4,840	5,032	5,234	5,443
A31	Adult Svcs Librarian, Youth Svcs Librarian	4,563	4,746	4,935	5,132	5,338	5,551
A32	Eng Tech, Asst Pln	4,575	4,756	4,945	5,143	5,349	5,561
A33	Utility Worker II, WTPO	4,608	4,792	4,984	5,183	5,389	5,603
A33	PW Program Specialist	4,608	4,792	4,984	5,183	5,389	5,603
A34	WTP Operator, PC Tech II	4,898	5,091	5,296	5,509	5,730	5,957
A36	Building Inspector I	4,983	5,179	5,386	5,603	5,825	6,060
A38	Assoc Planner, Program Coordinator	5,167	5,374	5,590	5,814	6,046	6,288
A40	Building Inspector II	5,481	5,701	5,927	6,163	6,411	6,668
A45	Senior Planner, Economic Development Coord., Network Administrator	6,060	6,301	6,555	6,816	7,088	7,369
A49	Electrical Engineer	6,710	6,977	7,257	7,546	7,847	8,161

Note: Monthly Amounts Shown

Addendum C
Letter of Agreement: Labor Management Committee

This Letter of Agreement is between The City of Forest Grove and AFSCME Local 3786.

The parties agree to form a labor management committee to share information, facilitate communication and work to resolve issues using the interest-based problem solving method to attempt to reach consensus. The committee will have two (2) employee members appointed by the Union and two (2) management employees determined by the City, unless the committee mutually agrees otherwise. The committee will meet when necessary, but at least once each calendar quarter, unless it mutually agrees otherwise. The committee will meet during normal business hours and meetings will generally last one hour.

Committee members' participation in meetings will subject to approval of their supervisor. Members will be in pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave nor considered overtime worked.

The committee has no authority to contravene any provision of this Collective Bargaining Agreement, enter into any agreements binding on the parties to this Agreement, or resolve issues or disputes surrounding the implementation of this Agreement. The committee actions do not affect the grievance and arbitration procedure described in Article 24 (Grievance Procedure).

Note: Monthly Amounts Shown