

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KEIZER, OREGON

AND

**LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, OREGON SOUTHERN
IDAHO DISTRICT COUNCIL
LOCAL 737**

2021 – 2024

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION	2
ARTICLE 2: UNION SECURITY AND CHECKOFF	2
ARTICLE 3: MANAGEMENT RIGHTS	3
ARTICLE 4: STRIKES AND LOCKOUTS	3
ARTICLE 5: HOLIDAYS	4
ARTICLE 6: VACATIONS	5
ARTICLE 7: HOURS OF WORK	7
ARTICLE 8: SICK LEAVE	8
ARTICLE 9: OTHER PAID LEAVES OF ABSENCE	9
ARTICLE 10: UNPAID LEAVES OF ABSENCE	9
ARTICLE 11: COMPENSATION	10
ARTICLE 12: DISCIPLINE AND DISCHARGE	12
ARTICLE 13: GRIEVANCE PROCEDURE	12
ARTICLE 14: PROBATIONARY PERIOD	14
ARTICLE 15: GENERAL PROVISIONS	14
ARTICLE 16: INSURANCE AND RETIREMENT	16
ARTICLE 17: SAVINGS CLAUSE, FUNDING & WAIVER	16
ARTICLE 18: PERSONNEL RULES	17
ARTICLE 19: TERMINATION AND RECOGNITION	17

CITY OF KEIZER

PREAMBLE

This Agreement is entered into by and between the CITY OF KEIZER, OREGON, hereinafter referred to as the "City" and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 737, affiliated with OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to all utility workers employed by the City of Keizer, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all utility workers employed by the City of Keizer Public Works Department, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City. Seasonal employees are those hired for 1040 hours or less in a calendar year.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 2.1.

Membership in the Union shall be the individual choice of employees covered by the Agreement. The City shall do nothing to interfere or discourage that choice.

Section 2.2

The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee or re-initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms maintained by the Union. The performance of this service is at no cost to the Union. Employees may elect to change membership status at any time in writing to the Union and the Human Resources Office. Employees may authorize deduction in accordance with the terms of the dues authorization. The Union will advise the City of the names of such employees and the amounts to be deducted.

The Union agrees that it will indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City or City employees acting on behalf of the City whether for damages, compensation and/or attorney fees arising out of the City's compliance with the terms of this Article. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions.

The Union agrees to refund to the City any deductions and dues improperly paid to it as soon as it is practicable. The City or the Union shall provide the refunded money to the employee(s) as appropriate. The City agrees to provide to the Union names, work locations and contact information of any new employees within 30 days of the first day of employment of each new employee represented by this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

The City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

1. To determine the governmental services to be rendered to the citizens of the City's service area.
2. To determine financial, budgetary, accounting and organization policies and procedures. Reimbursements that qualify under the Internal Revenue Tax Code will be taxed according to IRS regulations.
3. To oversee personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of the Agreement.
4. To manage and direct the workforce, including the right to:
 - ◆ Determine the methods, processes and manner of performing work;
 - ◆ Establish new positions and to determine their proper classification;
 - ◆ Determine the duties and qualifications to be assigned or required and determine job classifications;
 - ◆ Hire, promote, demote, transfer and retain employees;
 - ◆ Discipline and discharge;
 - ◆ Lay off and the right to abolish positions or reorganize departments or divisions;
 - ◆ Determine schedules of work;
 - ◆ Purchase, dispose and assign equipment or supplies: and
 - ◆ Contract or subcontract any work.

This article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least seven (7) working days prior to such meeting as to the subject matter to be discussed.

The exercise of management rights, except where modified by specific provision of this Agreement or by law, is not subject to negotiation during the term of this Agreement.

ARTICLE 4 STRIKES AND LOCKOUTS

Section 4.1

The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

ARTICLE 6 VACATIONS

Section 6.1 - Eligibility

All continuing full-time employees are eligible for vacation time. Continuing employees shall accrue vacation time on a monthly basis. After six months of employment, a continuing employee is eligible to take accrued vacation leave.

Section 6.2 - Accrual

The amount of vacation time an employee is entitled to earn depends upon the employee's length of service with the City. Except when a department head or City Manager determines that use of vacation leave is inappropriate, an employee shall use at least forty (40) hours of vacation leave each calendar year. Vacation leave shall accrue per month as follows:

- 10.00 hours commencing with the first month through the 48th month (1-4 years) and will be reflected on the employee's bi-weekly pay stub as 4.62 hours;
- 12.00 hours commencing with the 49th month through 108th month (5-9 years) and will be reflected on the employee's bi-weekly pay stub as 5.54 hours;
- 13.33 hours commencing with the 109th month through the 168th month (10-14 years) and will be reflected on the employee's bi-weekly pay stub as 6.15 hours;
- 16.67 hours after the 168th month (15 years and up) and will be reflected on the employee's bi-weekly pay stub as 7.70 hours.
- Part-time employees shall accrue vacation leave on a prorated basis.

Section 6.3 - Maximum Accrual

The maximum number of hours of vacation an employee may accrue is 400 hours.

Section 6.4 - Pay for Vacation

An employee may elect to cash in vacation pay with the approval of the department head, either in conjunction with or after taking forty (40) hours of vacation leave.

Section 6.5 - Effect of Holiday

When an authorized legal holiday occurs during the vacation period, that day shall be observed as a holiday and not be deducted from earned vacation leave.

Section 6.6 - Vacation Scheduling

Vacations may be taken any time during the calendar year with advance approval of the employee's supervisor and based on City needs. For vacation leave greater than three (3) days, employees must provide their supervisors with two (2) weeks written notice of their intention to take vacation leave. Requests for vacation leave less than three (3) days will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Vacations may be taken in increments of hourly, daily, or weekly.

Section 6.7 - Concurrent Leaves

No vacation time will accrue during a period while an employee is on an unpaid leave of absence that exceeds thirty days in duration, or is receiving workers' compensation benefits.

If the leave is for a qualified FMLA or OFLA purpose, all leaves of absence shall be counted against the employee's family leave entitlement.

Section 6.8 - Effect of Separation

Employees who have not completed six months employment will not be paid for accrued vacation hours. Employees who separate from the City, either voluntarily or involuntarily, after six months of continuous employment, will be entitled to all accrued unused vacation pay calculated according to the accrual schedule.

ARTICLE 7 HOURS OF WORK

Article 7 is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 7.1 – Regular Hours

The regular hours of work each day shall be consecutive except for interruptions for rest periods and an unpaid meal period.

Section 7.2 – Workweek

Currently, a regular work schedule normally incorporates fourteen (14) calendar days. Every reasonable effort will be made by the City to provide a regular schedule and two consecutive days off for employees involved in continuous service operations. The City may change schedules to the extent consistent with operating requirements of the City with ten calendar days' written notice (via email) to the Union.

Section 7.3 – Hours

Currently, the two-week schedule, for the Street, Storm, Water and Parks Division workers, consists of eight nine-hour shifts and one eight-hour shift, with every other Friday off work. The City may change the hours of work to the extent consistent with operating requirements of the City with ten calendar days' written notice (via email) to the Union.

In addition to the two-week schedules above, the City reserves the right to select employees to complete the annual water main flushing project based on its determination of relative skills, abilities and operational needs. All employees selected for this project will be reassigned to a night shift, with starting and quitting times to be designated by the City for the duration of the project. No employee will be scheduled to work their normal day shift schedule in addition to their night shift. In the event any employee assigned to the project is absent or otherwise unavailable to perform required project work, the City reserves the right to designate alternate workers to complete the project.

Section 7.4 - Work Schedules

All employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Except for emergency situations, as set by the City and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted. Work schedules will be posted as soon as practical. However, in the event an emergency that requires an employee or employees to work 4 or more consecutive hours within 6 hours of their next scheduled shift, then the employee or employees shall get 8 consecutive hours off with any overlapping time during their next scheduled shift to be paid at the regular hourly rate. (Ex. If an employee is scheduled 7:30am to 5:00pm and works from 11:00pm to 3:00am they shall take 8 hours off, returning to work at 11:00am but paid from 7:30am till the end of their shift.)

Section 7.5 - Duty Hours

All employees will be required to complete a 7-day duty shift beginning at 5:00 p.m. Monday and ending the following Monday at 5:00 p.m.

Section 7.6 - Rest Periods

All employees shall be granted a 15-minute rest period during each half shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each half-shift. Rest periods shall be taken at the jobsite at which work is being performed or at a City facility.

Section 7.7 - Meal Periods

All employees shall be granted a lunch period of not less than one-half hour for 9-hour shift days or more than one hour for 8-hour shift days, except in emergency situations. The lunch period shall be without pay, and shall be taken at approximately the middle of the work shift.

ARTICLE 8 SICK LEAVE

Section 8.1 – Eligibility

All employees shall accrue sick leave at the rate of eight (8) hours leave for each calendar month of service.

Section 8.2 – Accrual

Sick leave accrues from the date of employment and is available for use from the date of hire. Unused sick leave will be carried forward to the next year. Employees shall be entitled to unlimited sick leave accrual. Sick leave cannot be used for vacation. If an employee runs out of sick leave, any additional sick time missed will automatically be deducted from the employee's available accrued leave. If no leave is available, the leave will be without pay.

Section 8.3 - Donation of Sick and Vacation Leave

An employee may donate up to 40 hours of unused sick leave or vacation leave per calendar year to a donated leave bank administered by the City as long as they maintain at least 40 hours in both their sick and vacation leave banks on an ongoing basis. To be eligible to apply for donated leave, an employee must:

1. Have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work (anticipate to be absent from work at least two weeks beyond exhaustion of all leave banks);
2. Have exhausted all sick leave, compensatory time, vacation, and holiday time; and
3. Not be eligible for disability benefits under PERS or the City's long-term disability benefits prior to receipt of any donated sick leave.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. Donated sick leave will be based on a two (2) hours for one (1) hour (2:1) exchange. Donated vacation leave will be based on a one (1) hour for one (1) hour (1:1) exchange. Donations will be made without regard to differences in pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

Employees do not accrue sick leave, vacation pay or other benefits during the time they are on donated leave. Donated time cannot be used to extend the employment of an employee who will not be returning to work.

Section 8.4 - Sick Leave upon Separation

No payment for accrued sick leave will be paid upon separation.

Section 8.5 – Retirement

Upon retirement of an employee, fifty percent (50%) of unused sick leave shall be credited toward retirement benefits.

Section 8.6 - Sick Leave without Pay

Upon written application, a leave of absence without pay for non-job-related medical reasons may be granted by the City Manager for the remaining period of disability after earned sick leave and other accrued leaves have been exhausted. At the end of one year, an extension must be requested in writing and approved by the City Manager, who may require that the employee submit a certificate from the attending physician.

Section 8.7 – Procedure

Employees are expected to call their immediate supervisor on each occasion of absence from work stating the reason for his/her absence as soon as practically possible. The City may require a written statement from a physician after three days absence. A physician's release will be required when the City has reason to believe the employee's return to work would present a health hazard to either the employee or coworkers in their work place.

**ARTICLE 9
OTHER PAID LEAVES OF ABSENCE**

Section 9.1 - Jury Duty

Employees shall be granted leave with pay for serving on a jury. Upon being excused from jury service for any reason an employee shall immediately contact the department head or the immediate supervisor for work assignment for the remainder of his regular workday. Employees shall tender to the City any jury duty pay.

Section 9.2 - Required Court Appearances

Leave of absence with pay shall be granted for attendance in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court as a result of a subpoena filed with the City. The period of such authorized absence shall include the time required for travel (to the court and return to the employee's work site or The City of Keizer), whichever is appropriate. This provision does not apply in any case where the Union or the employee is a complainant in a case against the City.

Section 9.3 - Military Leave with Pay

A full-time employee who has completed his required period of probation and who is a member of the Oregon National Guard or of any reserve component of the Armed Forces of the United States, is entitled to a leave of absence with pay from the duties for a period not exceeding 15 calendar days in any single calendar year. Such leave shall be granted without loss of pay and without impairment of other benefits to which he is entitled, except that such leave shall not be construed as official City business. Military leave with pay may be granted only when an employee receives bona fide military orders to active duty for a temporary period. A copy of the appropriate military orders must be furnished to the City when the employee receives same in order for the City to make whatever shift scheduling will be required during the affected employee's absence. Any employee on military leave with pay shall not be paid for such leave by the City unless the employee returns to his position with the City immediately following expiration of the period for which he was ordered to temporary active duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

Section 9.4 - Bereavement Leave

All employees in the bargaining unit will be entitled to the same bereavement leave benefits as the unrepresented employees as offered and changed by the City. For purposes of this section, the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparent and Grandchild. It also includes domestic partners, as defined in City Policy as well as the Mother, Father, Son, Daughter, Siblings, Grandparents and Grandchildren of such domestic partners.

**ARTICLE 10
UNPAID LEAVES OF ABSENCE**

A regular employee may be granted a leave of absence without pay up to thirty (30) days when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. An employee's position will be held open until the ending time approved in the leave request subject to the operational needs of the City.

ARTICLE 11 COMPENSATION

Section 11.1

The City agrees to pay bargaining unit members during the term of this Agreement as per the City of Keizer Pay Matrix.

- A. The City Council recognizes that fluctuations in the state's economy will affect the market value of salaries. The Pay Matrix shall automatically be amended each year of this Agreement in July as follows:
 1. Effective July 1, 2021 through June 30, 2022, pay shall be increased by 2.0%.
 2. Effective July 1, 2022 through June 30, 2023, pay shall be increased based on the yearly percentage change in the CPI-W Western Region Size B-C index average increase for the prior calendar year with a minimum of 1.0% and a maximum of 4.0%.
 3. Effective July 1, 2023 through June 30, 2024, pay shall be increased based on the yearly percentage change in the CPI-W Western Region Size B-C index average increase for the prior calendar year with a minimum of 1.5% and a maximum of 3.5%.
- B. Salary survey for all classifications will be completed and available in conjunction with contract negotiations, unless otherwise agreed to by both parties at commencement of bargaining.
- C. An employee is eligible to receive a Spanish language differential of 5.0 %. Such differential is available if the employee is required to acquire this skill or if the City Manager determines that the second language is of benefit to the City. Employee must be fluent in the language as determined by the City based on a standard and testing program approved by the City.
- D. **ADVANCED CERTIFICATION.** Upon submittal of evidence that the employee has received certification above their level of classification and approved by management, the employee shall receive an additional fifty-five (55) cents per hour over and above their hourly base pay for holding one certification above their level of classification. This pay shall cease when and if the employee moves into a higher Municipal Utility Worker classification.

Section 11.2

Employees shall be reimbursed for non-voluntary official use of an employee's personal automobile at the current IRS rate. The employee must obtain prior authorization before using their personal automobile for official City business. The employee shall provide an official City Reimbursement Request Form to the City prior to payment of reimbursement.

Section 11.3 - Reading the Pumps

Employees assigned to read the pumps on weekends and holidays will be paid three hours of overtime.

Section 11.4 – Callback

Callback is defined as hours a full-time employee is called back to work. Overtime will be paid for a minimum of two hours on a callback. The two hour minimum callback only applies when the callback results in hours worked that are not contiguous to the beginning or end of an employee's regular work schedule. Because of the possibility of multiple calls in a short period of time, the following is offered as a clarification of the two-hour minimum.

- If the call takes, for example, 1.5 hours to complete, the employee will be paid for 2 hours.
- If, while the employee is in the first two hours of the callback, additional calls are received and are completed within the two hours, the employee will be paid for two hours.

- If the call(s) in the first two hours of the callback takes over two hours to complete, then the employee will be paid for the number of hours worked, rounded up to the next whole hour. For example: for work over two hours, but less than three hours, the employee will be paid for three hours; for work over three hours, but less than four hours, the employee will be paid for four hours; and so on.

Section 11.5 - On-Call Duty Pay

Any employee assigned by his supervisor to serve On-Call Duty time, after regular business hours, shall be compensated at the rate of \$400 for the 7 day period of On-Call Duty. Scheduled On-Call Duty means that the employee will be required to respond to "pager calls" for work situations requiring the assigned employee's immediate attention.

Section 11.6 - Emergency Callback

Staff who are not on regularly scheduled On-Call Duty and are called back to work after their regular scheduled shift day ends will be compensated at the rate of one and one-half times the regular rate of pay for a minimum two (2) hours.

Section 11.7 - Water Main Flushing Project Pay

All employees assigned to the project will be paid a premium of two dollars (\$2.00) per hour for all work performed on the project. In addition, the City will designate a lead worker for the project. The lead worker shall be paid the two dollars (\$2.00) premium, plus five percent (5%) out-of-classification pay computed on the total of his/her regular rate and the two dollar (\$2.00) premium.

Section 11.8 - Overtime

1. Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:
 - a. All assigned hours worked in excess of nine (9) hours per day in a five-day work week, or eight (8) hours per day on the ninth day of the two-week schedule, for the Street, Water and Stormwater Division employees, or eight (8) hours per day for the Park Division employees (authorized meal times shall not be counted);
 - b. All hours worked in excess of 80 hours in a two-week period.
2. Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half times the amount of actual time worked in excess of their regular hours and will be entitled to take said time off from work. A maximum of 60 hours may be accumulated, with no time limit on when this time must be used. Any amount accumulated over 60 hours will be paid to the employee on the next regular pay period.
3. All work in excess of the regularly scheduled shift shall be paid at the overtime rate of 1.5 times the regular rate of pay for overtime hours worked.

Section 11.9 - Form of Compensation

Compensation for authorized overtime, callback, and all holiday work may be paid or accrued as compensation time at the discretion of the City. All overtime must have prior approval of the department head or designated supervisor.

**ARTICLE 12
DISCIPLINE AND DISCHARGE**

All employees will be subject to the "Standards of Conduct" set forth in the City Personnel Policy Manual. The City may impose disciplinary action including but not limited to oral reprimand, written reprimand, demotion, discipline or discharge based on the circumstances of the incident. No regular employee shall be suspended, demoted, or discharged except for cause, nor shall any such employee be suspended, demoted, or discharged arbitrarily. Any discipline action imposed on any bargaining unit employee may be appealed only through the grievance procedure set forth in Article 13 of this Agreement.

**ARTICLE 13
GRIEVANCE PROCEDURE**

Section 13.1

Any grievance or dispute, which may arise between the parties concerning the application, meaning, interpretation or enforcement of this Agreement, shall be resolved in the following manner and sequence. The grievant may be represented by the Union at each step of this procedure.

Step 1. The affected employee shall first attempt to resolve the dispute informally with the employee's immediate supervisor within seventy-two (72) hours of its occurrence excluding Saturday and Sunday. The immediate supervisor shall then attempt to resolve the matter within ten (10) working days of their discussion with the employee.

Step 2. If the grievance has not been settled between the affected employee and the immediate supervisor, the employee shall present the grievance in writing to the Director of Public Works within ten (10) working days, following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the employee/Union shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the Article and Section(s) of this Agreement alleged to have been violated;
- (c) the remedy sought;
- (d) the name and signature of the individual(s) submitting the grievance or the signature of an authorized union representative in the event the grievance is filed on behalf of an employee(s); and
- (e) The date the informal discussion occurred with the immediate supervisor.

Within ten (10) days of receipt of the grievance, the Director of Public Works will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the Director's receipt of the grievance. The Director of Public Works shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance has not been settled between the affected employee/Union and the Department Head, the employee/Union shall present the grievance in writing to the City Manager within ten (10) working days, following the Department Head's response.

Within ten (10) days of receipt of the grievance, the City Manager will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the City Manager's receipt of the grievance. The City Manager shall render a written decision within ten (10) days following the referenced meeting.

Step 4. If the grievance is not resolved at Step 3, the City and the Union, by mutual agreement, may move to an optional step of a Labor/Management Committee. If this option is not selected within ten (10) days from the issuance of the Step 3 decision by the City Manager, the parties shall automatically proceed to Step 5, below. The Labor/Management Committee shall consist of two representatives appointed by the Union and two representatives appointed by the City. None of the representatives shall be directly involved in the dispute. The Labor/Management Committee shall hear the matter at a mutually convenient time and it shall issue a written decision within two days after hearing the matter. The majority of the Labor/Management Committee shall determine the decision and the decision will be final and binding on all parties. Each member of the Labor/Management Committee shall be entitled to one vote. In the event that the Labor/Management Committee is deadlocked, that result will be noted in writing and the grievance will be deemed to have been denied, allowing the parties to proceed to Step 5.

Step 5. If the grievance is not resolved at Step 4 above and if the Union wishes to pursue the grievance further, the Union shall file a written notice of intent to arbitrate the grievance with the City within fifteen (15) calendar days of the date the decision of the City Manager was received, not including the date of receipt. The parties shall request a list of seven (7) Oregon and Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator

Section 13.2

The powers of the arbitrator shall be limited to interpreting this contract and to determine if it has been violated. The arbitrator shall have no power to alter, modify, add to, subtract, or detract from the terms of this contract. The arbitrator shall have no authority to substitute judgment for that of the City where the City has retained the right or discretion to act. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear argument and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear argument and evidence of the merits of the grievance. If requested by either the Union or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the grievance merits. Within the scope of authority granted under this contract, the decision of the arbitrator shall be binding upon both parties to this contract. The selected arbitrator shall render a decision within thirty (30) calendar days after the close of the hearing. The costs of the arbitrator shall be borne equally by the Union and the City. Each party shall be responsible for costs of presenting its own case to arbitration. Should arbitration be canceled due to a settlement, the parties will split equally any cancellation fees.

Section 13.3

If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and nonarbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be deemed to be denied and the grievant and the Union may proceed to the next step of the procedure. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 13.4

An authorized Union representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay if such meetings occur during their respective duty periods. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to the immediate supervisor.

**ARTICLE 14
PROBATIONARY PERIOD**

Section 14.1- Purpose

The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions and by providing an opportunity to reject the employee.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which the employee shall be considered a regular employee and granted seniority back to the date of the most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 13.

Section 14.2 - Allocation of Probationary Period

The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty.

Section 14.3 - Promotional Probationary Period

Regular full-time employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the City to demote an employee on promotional probationary status to the previous classification for any reason, without prejudice to the City's position that demotion of a probationary employee to the employee's previous classification is a right which may be exercised at the option of the City. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure.

**ARTICLE 15
GENERAL PROVISIONS**

Section 15.1 - Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Public Works Shop area to be used exclusively by the Union. The Union shall limit its postings of notices and bulletins to such spaces on the bulletin board. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 15.2 - Nondiscrimination/Employee Rights

The City agrees to post on the bulletin board described in Section 15.1, the rights of employees to be free from discrimination based upon protected classifications and the rights of the employees to form, join, and participate in activities of a labor organization.

Section 15.3 – Seniority

Seniority shall be the employee's length of continuous service within the bargaining unit dating from the last date of hire. Seniority shall be broken or terminated if any employee quits, is discharged for cause, is laid off and fails to report to work within three days after being recalled or voluntarily waives an opportunity to return to work from lay off, is laid off from work for any reason for more than nine months (except that in the case of an industrial accident and employee's seniority rights shall continue for only one year), while on leave of absence, accepts another employment without permission, or is retired.

Section 15.4 - Union Representative

Authorized representatives of the Union shall be allowed reasonable access to members of the bargaining unit during normal City business hours so long as there is no interruption of the City's work and so long as the employees are on

an authorized break period or lunch period. The Union's representatives are expected to announce their presence to a supervisory employee of the City. No Union representative shall contact a bargaining unit member while on duty without the express, prior approval of the City. In addition, the Union's representatives shall be allowed reasonable access to the City's conference rooms, when they are not otherwise in use by the City, for a place to meet with bargaining unit members before or after the normal workday. Special exceptions to these restrictions may be granted at the discretion of the City.

Section 15.5 - Layoff and Recall

1. Layoff: In the event a reduction in personnel is determined to be necessary by the City, length of service shall be the determining factor in such layoff, providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City.

2. Recall: In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at his last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice.

Section 15.6 - Outside Employment

Employees shall not accept outside employment that will interfere with their employment with the City.

Section 15.7 - Authorized Travel, Training and Conference Attendance

All employees in the bargaining unit will adhere to the same Travel Policy as provided to the unrepresented employees of the City. The City shall pay the tuition and instructional material costs for any employee required by the City to attend a course of instruction.

The City will pay for any special certifications and exams required by the City that pertains to their work.

Section 15.8 - Clothing

Where the City presently furnishes protective and/or work clothing, it shall continue such practice. Each employee shall receive a clothing allowance of \$400 at the beginning of each fiscal year (July 1). Employees will be required to launder and maintain uniforms. Uniforms must be worn whenever an employee is on duty. Required protective clothing will be provided.

Section 15.9 - Personal Use of Cellular Telephones

All employees in the bargaining unit will adhere to the same Computers, Telecommunication Devices and Other Electronic Equipment Policy as provided to the unrepresented employees of the City.

**ARTICLE 16
INSURANCE AND RETIREMENT**

The City agrees to provide a contribution to a package of employee benefits program for all employees covered under this Agreement.

Section 16.1 - Insurance

The City will pay ninety-five percent (95%) of the premium to provide medical and dental insurance coverage for full-time employees who are participating in the City's current Health Net Plan #101097 and Guardian Dental Plan. Employees participating in those plans shall be responsible for paying the remaining five (5%) percent of the premium, irrespective of level of coverage. Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in Health Net Plan #101097 and Guardian Dental Plan as stated above. Any premium costs in excess of that amount shall be the employee's responsibility.

For regular part-time employees, the City will split the cost of employee-only medical and dental insurance using the same 95%/5% split as describe above.

All employee contributions shall be paid through payroll deductions.

The City will continue to provide an IRC Section 125 flexible spending account plan.

Section 16.2

The City will pay the full premium, for the long-term disability insurance program covering employees in high-risk positions (municipal utility workers). The City will pay the full premium for the \$60,000 life insurance benefit for all regular full-time members of the bargaining unit.

Section 16.3 – Retirement

All employees in the bargaining unit will be afforded the same retirement plan options as are provided to the unrepresented employees of the City.

**ARTICLE 17
SAVINGS CLAUSE, FUNDING & WAIVER**

Section 17.1 - Savings Clause

Should any portion of this Agreement be declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

Section 17.2 – Funding

The parties recognize the revenue needed to fund pay and benefits provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such pay and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of cutting pay rates and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request(s) amounts sufficient to fund the pay and benefits provided by this Agreement, but it makes no guarantee as to passage of such budget requests or voter approval thereof and City action thereunder shall not be subject to the grievance procedure.

Section 17.3 – Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

**ARTICLE 18
PERSONNEL RULES**

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining agreement and the personnel rules, the Agreement shall prevail; provided, however, that every effort shall be made to carry out the purposes of this agreement and the City Personnel Policy Manual.

**ARTICLE 19
TERMINATION AND RECOGNITION**

Section 19.1 - Length of Contract

This Agreement shall commence on July 01, 2021 and shall remain in full force and effect until the 30th day of June, 2024.

Either party to this agreement may initiate negotiation for renewal, amendment and or revision of this agreement ninety (90) days prior to termination of this agreement.

Section 19.2 - Mutual Reopeners

Any specified Article or Articles of this Agreement may be opened at any time upon mutual written agreement of both the City and the Union during the life of the Agreement.

CITY OF KEIZER, OREGON

Wes Hare 8-16-2021
Wes Hare Date
City Manager

Bill J... 8/16/21
Bill Lawyer Date
Public Works Director

**LABORERS INTERNATIONAL UNION
OF NORTH AMERICA (LIUNA)**

Ben Nelson 8/2/21
Ben Nelson, Date
Oregon Southern Idaho District Council of Laborers
Assistant Business Manager

Zack Culver 8/2/21
Zack Culver, Date
Local 737 Business Manager

Brandon Buchheit 8-11-21
Brandon Buchheit Date
Local 737 Shop Steward