

AGREEMENT BETWEEN CITY OF TOLEDO

and

TOLEDO EMPLOYEES' ASSOCIATION

EXPIRES JUNE 30, 2021

TABLE OF CONTENTS

PREAMBLE1

ARTICLE 1. RECOGNITION2

Section 1. Recognition.....2

Section 2. Scope of the Bargaining Unit.....2

Section 3. Definitions.....2

Section 4. New Classifications2

ARTICLE 2. NONDISCRIMINATION3

ARTICLE 3. MANAGEMENT RIGHTS.....4

Section 1. Decision Making.....4

Section 2. Rights Defined4

ARTICLE 4. ASSOCIATION SECURITY AND CHECK OFF.....5

Section 1. Association Membership5

Section 2. Religious Tenet5

Section 3. Dues5

Section 4. Hold Harmless5

Section 5. City Obligations.....5

ARTICLE 5. ASSOCIATION RIGHTS.....6

Section 1. Bulletin Boards6

Section 2. Visits by Association Representatives.....6

ARTICLE 6. CONTRACT NEGOTIATIONS.....7

ARTICLE 7. NO STRIKE - NO LOCKOUT8

Section 1. No Strike or Work Stoppage.....8

Section 2. Acts Prohibited.....8

Section 3. Return to Work8

Section 4. Picket Line8

Section 5. Lockout8

ARTICLE 8. GRIEVANCE PROCEDURE9

Section 1. Definition9

Section 2. Informal Resolution9

Section 3. Cost of Arbitrator.....10

Section 4. Time Limits.....10

Section 5. Representation.....10

ARTICLE 9. PROBATIONARY PERIOD11

Section 1. Initial Probation11

Section 2. Promotion Probation11

ARTICLE 10. SENIORITY.....	12
Section 1. Length of Service.....	12
Section 2. Seniority List.....	12
Section 3. Break in Seniority	12
Section 4. Job Postings	12
 ARTICLE 11. DISCIPLINE AND DISCHARGE	13
Section 1. Discipline	13
Section 2. Association Representation.....	13
Section 3. Discharge	13
Section 4. Citizen Complaints.....	13
 ARTICLE 12. PERSONNEL RECORDS	14
Section 1. Personnel Files	14
Section 2. Inspection.....	14
Section 3. Employee Signature	14
Section 4. Written Rebuttal.....	14
Section 5. Additional Information	14
Section 6. Removal of Material	14
 ARTICLE 13. LAYOFF	15
Section 1. Order and Notice.....	15
Section 2. Callback	15
Section 3. Recall	15
Section 4. Rights Restored.....	15
 ARTICLE 14. HOURS OF WORK.....	16
Section 1. Work Hours.....	16
Section 2. Work Week	16
Section 3. Work Schedules	16
Section 4. Rest Periods	16
Section 5. Meal periods.....	16
Section 6. Clean-up Time	16
Section 7. Shift Exchange.....	17
Section 8. On Call Duty.....	17
 ARTICLE 15. OVERTIME.....	18
Section 1. Definition	18
Section 2. Call Back.....	18
Section 3. Distribution	18
Section 4. Compensation	18
Section 5. Compensatory Time Accumulated	18
 ARTICLE 16. WAGES	19
Section 1. Step Increases.....	19
Section 2. Placement of Steps.....	19
Section 3. Progression of Steps.....	19
Section 4. Promoted Employee.....	19
Section 5. Probationary Employee.....	19

Section 6. Wage Increases	19
Section 7. Certification/Facility	19
Section 8. Certification/Maintenance.....	19
Section 9. CDL/Maintenance.....	20
Section 10. Payroll Dates.....	20
 ARTICLE 17. RETIREMENT	 21
 ARTICLE 18. HOLIDAYS	 22
Section 1. Recognized Holidays	22
Section 2. Weekend Holidays.....	22
Section 3. Holiday During Leave.....	22
Section 4. Holiday Work.....	22
Section 5. Shift Employee Holiday Not Worked.....	22
Section 6. Floating Holiday	22
 ARTICLE 19. VACATIONS.....	 23
Section 1. Eligibility	23
Section 2. Accrual Rate.....	23
Section 3. Continuous Service	23
Section 4. Pro-rated.....	23
Section 5. Rate of Pay.....	23
Section 6. Vacation Requests/Preference	23
Section 7. Maximum Amount Permitted	23
Section 8. Compensation	23
Section 9. Death Compensation.....	24
Section 10. Buy Back.....	24
 ARTICLE 20. SICK LEAVE	 25
Section 1. Accumulation.....	25
Section 2. Utilization	25
Section 3. Reporting Responsibility	25
Section 4. Sick Leave Donation.....	25
 ARTICLE 21. OTHER LEAVES	 26
Section 1. Family and Medical Leave of Absence	26
Section 2. Bereavement	26
Section 3. Witness/Jury Duty.....	26
Section 4. Military Leave.....	26
Section 5. Education and Training Leave.....	26
Section 6. Leave Without Pay.....	26
Section 7. Failure to Report	26
 ARTICLE 22. HEALTH AND WELFARE	 27
Section 1. Insurance/Costs.....	27
Section 2. Employee Contributions	27
Section 3. Insurance Carriers	27

ARTICLE 23. TRAVEL EXPENSES28

Section 1. Reimbursement Rates28

Section 2. Lodging.....28

Section 3. Conference/Meal Cost28

Section 4. City Vehicles.....28

Section 5. Share Rides28

Section 6. Travel Voucher28

ARTICLE 24. WORKERS' COMPENSATION29

Section 1. Definition29

Section 2. City's Obligation.....29

Section 3. Seniority Accrual29

ARTICLE 25. SAFETY.....30

ARTICLE 26. GENERAL PROVISIONS31

Section 1. Gender Reference.....31

Section 2. Job Descriptions.....31

Section 3. Unilateral Changes.....31

Section 4. Joint Labor Management Committee.....31

ARTICLE 27. WORK OUT OF CLASSIFICATION.....32

Section 1. Definition32

Section 2. Premium Pay32

ARTICLE 28. UNIFORMS & PERSONAL PROTECTIVE EQUIPMENT.....33

ARTICLE 29. SAVINGS CLAUSE.....34

ARTICLE 30. TERMINATION.....35

EXHIBIT "A" – SALARY SCHEDULE.....36

PREAMBLE

This Agreement is entered into between the City of Toledo, Oregon, hereinafter referred to as the "City" and the Toledo Employees' Association hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and Association; to provide for equitable and peaceful adjustment of differences between the parties; and set forth the full and complete agreement between the parties with regard to wages, hours, and terms and conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment for the employees covered by this agreement.

Section 2. Scope of the Bargaining Unit. The bargaining unit covered by this contract consists of all regular full and part-time employees of the City who regularly work twenty (20) hours or more per week, exclusive of management, temporary, casual or seasonal employees, those who are supervisory or confidential as defined by ORS 243.650, and those who are included in another bargaining unit.

Section 3. Definitions. For the purposes of this Agreement, it is agreed that the following definitions shall apply:

Employee – A person who works for the City and who is covered by this agreement as stated in Section 2 above.

Part Time Employee – A non-temporary, non-casual and non-seasonal employee regularly scheduled to work at least twenty (20) hours but less than forty (40) hours per week.

Temporary Employee - An employee who is hired either for an indefinite period of time or for a specific project, not to exceed four (4) months. In either event, a temporary employee has no reasonable expectation of continued employment beyond the specified period or project.

Casual Employee - An employee whose employment is on an intermittent or as-needed basis not to exceed 120 hours a month for four consecutive months, unless both parties mutually agree to an extension. (Often as substitutes for regular employees off on leave or as a fill-in during an emergency.)

Seasonal Employee - An employee hired to fill a position whose scheduled work and length of service is determined by seasonal demands not to exceed six months.

Section 4. New Classifications. The City shall give the Association notice when they create a new position which potentially could be represented by this Association or when they substantially change the description of an existing job classification represented by this Association. Such notice shall include a position description, a salary rate, and a statement as to whether or not the City believes the position belongs in the bargaining unit. Upon receipt of such notification, the Association shall have thirty (30) days in which to notify the City in writing of its desire to enter into negotiations over the rate of pay which the City has assigned to the classification. If there is disagreement over whether or not the position belongs in the bargaining unit, the Association may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

ARTICLE 2. NONDISCRIMINATION

The City and the Association and the employees jointly recognize that they are required by law not to discriminate against any person by reason of Association membership or non-membership, age, gender, race, religion, color, national origin, political affiliation, marital status, sexual orientation or disability, as defined by Oregon Revised Statutes. The City and the Association also recognize that the law makes provision for bona fide occupational qualifications and requirements.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. Decision Making. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement and in state and federal law, and the City retains all prerogatives, functions, and rights not specifically limited therefore.

The City shall have no obligation to the Association with respect to the exercise of its discretion and decision-making except that the Association may demand to bargain changes made in the status quo by the City during the term of this Agreement that impact a mandatory subject of bargaining. In that event, the right to bargain shall be governed by the procedure set forth in ORS 243.698. Otherwise, subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

Section 2. Rights Defined. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
- B. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- D. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future, so long as such is not in contradiction with this Agreement.
- E. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules, and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with terms of this Agreement.
- F. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
- G. To subcontract out work in instances in which the City determines that to do so would be more efficient and/or would result in an end result of higher quality. If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, the City will provide thirty (30) days' notice. The Association may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4. ASSOCIATION SECURITY AND
CHECK OFF

Section 1. Association Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this contract.

Section 2. Dues deduction authorizations and revocations. The parties agree that both need current copies of dues deduction authorization and revocation forms from Association members. The Association shall be solely responsible to distribute, collect, forward copies of and preserve the originals of such forms. Within five (5) business days of receiving completed forms, the Association shall forward to the City complete, legible copies of dues deduction authorization and revocation forms, signed and dated by the employee showing the employee's printed name and the amount the employee authorizes or no longer authorizes the City to deduct and forward as membership dues. The Association shall inform its members in writing of the date in the month by which dues deduction revocations must be received by it to prevent additional dues being deducted.

Section 3. Dues. The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association. The amounts deducted shall be transmitted by the 10th of each succeeding month to the Association on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Association and may be revoked by the employee upon request.

Section 4. Hold Harmless. The Association agrees to defend, indemnify and hold the City harmless from and against any and all claims, suits, orders or judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 5. City Obligations. The City shall furnish to the Association by the 10th of each month a complete list of all bargaining unit employees including new, terminated, resigned and fair share. Such listing shall contain the names in alphabetical order, addresses, and job classifications.

ARTICLE 5. ASSOCIATION
RIGHTS

Section 1. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

Section 2. Visits by Association Representatives. The City agrees that accredited representatives of the Association shall have reasonable access to the premises of the City to administer this contract and to conduct the Association business to the extent required by law. Association representatives shall first report their presence to the supervisor in charge of the work area which is being visited, whenever practicable. Such visits shall not interfere with normal operation of the department or the performance of work.

Section 3. The Association shall keep the City informed of the names and offices of all Association representatives by delivering written notice of same by December 1 of each year to the office of the City Manager. The Association shall also report changes in the names and/or offices of such representatives within fourteen (14) calendar days of the date of the change.

ARTICLE 6. CONTRACT NEGOTIATIONS

The Association negotiating team shall be composed of not more than two (2) employees. They shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 7. NO STRIKE - NO LOCKOUT

Section 1. No Strike or Work Stoppage. During the term of this Agreement the Association shall not allow, cause, or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732, nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Section 2. Acts Prohibited. Any employee covered by this agreement who commits any of the acts prohibited in this article shall be subject to immediate discharge or other disciplinary action.

Section 3. Return to Work. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Section 4. Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 5. Lockout. There will be no lockout of employees covered by this Agreement by the City during the term of this Agreement.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular provision of the Agreement or regarding an alleged violation of this Agreement. In the event more than one employee has a common grievance, the employees or the Association may initiate a group grievance.

Section 2. Informal Resolution. Notwithstanding the following procedure, it is the intent of the City and the Association that the grievant first attempt to resolve the grievance informally with his/her supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1.

The aggrieved employee, with or without Association representation, shall submit the alleged violation in writing on a standard grievance form to the employee's immediate supervisor within fourteen (14) calendar days of its occurrence or within fourteen (14) calendar days of the date the employee should have reasonably become aware of the event. The notice shall include: (1) a statement of the grievance and relevant facts; (2) the provision(s) of the contract allegedly violated; and (3) the remedy sought. The supervisor shall meet with the aggrieved party and respond to the grievance in writing as quickly as possible, but no later than fourteen (14) calendar days after the written grievance was submitted.

Step 2.

If the grievance remains unresolved the Association shall, within fourteen (14) calendar days from receipt of the reply of the immediate supervisor or the date on which it was due whichever is earlier, submit in writing the grievance to the department head with a copy of all material submitted or received at the first step hereof. The department head shall meet with the aggrieved party and shall respond to the grievance in writing within fourteen (14) calendar days of the receipt of the grievance.

Step 3.

If the grievance is still unresolved the Association shall, within fourteen (14) calendar days from the receipt of the department head's reply or the date on which it was due whichever is earlier, submit the written grievance to the City Manager with a copy of all materials submitted or received at previous steps hereof. The City Manager shall meet with the aggrieved party and shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance.

Step 4.

If the grievance remains unresolved the Association shall, within ten (10) days from the delivery of the decision of the City Manager, notify the City and the State Mediation and Conciliation Service in writing of its intent to enlist the assistance of a state mediator. The cost of mediation shall be equally shared by both parties.

Step 5.

If mediation fails to resolve the grievance, the matter may be submitted to an arbitrator within twelve (12) days from the date of the last mediation session in the following manner. If the parties cannot agree upon an arbitrator, a list of five (5) names shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than seven (7) days after receipt of the list.

The arbitrator shall set a time and place for hearing which is agreeable to all parties. The arbitrator shall render a written decision within thirty (30) days of the hearing date. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

Section 3. Cost of Arbitrator. Costs of the arbitrator's services and expenses shall be equally shared by the parties. Each party shall be responsible for the cost of presenting its own case to arbitration.

Section 4. Time Limits. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure by the Association to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Association to proceed to the next step in the grievance procedure. In such circumstances, the Association must proceed to the next step within the time frame specified in that step. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been withdrawn.

Section 5. Representation. The employee shall have the right to be represented by an Association Representative at any level of the grievance procedure. Employees in the bargaining unit and the Association representative assisting the employee, if any involved in meetings with the employer under the grievance procedure shall be allowed time off with pay for that purpose.

When circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance during work time without losing pay. However, the Association representative shall first obtain the permission of his/her supervisor to do so, which permission shall not be unreasonably denied. The Association representative shall keep such activity to the minimum time actually required and shall not disrupt City services.

ARTICLE 9. PROBATIONARY PERIOD

Section 1. Initial Probation. Every new employee within the Toledo Employee Association bargaining unit shall serve a twelve (12) month probationary period which shall commence with the employee's date of hire. To support the employee's success during this twelve-month period, the employer shall meet with the employee to discuss their performance at three (3) months, six (6) months and nine (9) months. Regardless of such meetings, the City may discharge a probationary employee at any time in the first twelve (12) months of the employee's date of hire without cause. Probationary employees so discharged shall have no recourse to the grievance procedure or other due process, except as granted voluntarily by the City.

Section 2. Promotion Probation. Every promoted or transferred employee within the Toledo Employee Association bargaining unit shall serve a probationary period of six (6) months. If, before the end of the first ninety (90) days of the probationary period, the promoted or transferred employee fails to meet the required work standard or if the employee so chooses, he/she shall return to his/her previously held position and wage rate so long as that position has not been eliminated. Throughout probation, no promoted or transferred employee shall be terminated from employment without just cause. This Section shall include employees promoted outside the bargaining unit.

ARTICLE 10. SENIORITY

Section 1. Length of Service. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous service in the bargaining unit without a break, as defined in Section 3 below. Upon completion of probation, an employee shall be credited with seniority back to his or her date of hire in a bargaining unit classification.

Section 2. Seniority List. Separate seniority lists shall be kept for full-time and part-time employees. Seniority earned in full-time status shall be calculated and recorded separately from seniority earned in part-time status. These lists shall be kept current and shall be made available to the Association upon request. Part-time employees shall accrue seniority proportionate to the actual number of hours they work. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot.

Section 3. Break in Seniority. Seniority shall be broken and the employment relationship between an employee and the City shall be terminated by the following:

- A. Discharge of a regular employee;
- B. Voluntary termination or retirement;
- C. Exhaustion of recall rights from layoff.

Section 4. Job Postings. Notice of all association represented job openings within the City shall be posted on bulletin boards for a period of at least ten (10) working days prior to filling the position. Such notice shall include a position description and a statement of all qualifications required for the position by the City.

Section 5. Promotions. Subject to the requirements of Oregon's Veterans Preference in Public Employment Act, when employees possess similar job performance, skills and qualifications, promotions shall be made to the most senior employee.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The principles of progressive discipline shall normally be used; exceptions are possible based on the egregiousness of an employee's conduct. Disciplinary action taken against an employee who has completed his/her initial probationary period must be supported by just cause. Disciplinary action shall include, but not be limited to, the following:

- | | |
|---------------------------|------------------------------|
| A. Written Reprimand | C. Demotion |
| B. Suspension Without Pay | D. Termination of Employment |

Section 2. Association Representation. If a supervisor has reason to discipline or counsel an employee, he/she shall attempt to impose such discipline or counseling in a manner that will not embarrass the employee before other employees or the public. Employees must be notified that the conversation may lead to disciplinary action and given the opportunity to request Association representation.

Section 3. Discharge or other economic discipline. Except for employees that have completed the initial probationary period, employees discharged for disciplinary reasons may only be discharged for just cause. Any employee who is under consideration for discharge or other economic discipline shall be notified immediately in writing of that fact, as well as the basis for such action. The employee and an Association representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) calendar days from the date the pre-disciplinary notice is delivered. If the employee is dismissed, a grievance filed by or on behalf of the employee shall be initiated at Step 3 of the grievance procedure within ten (10) days of the discharge.

Section 4. Citizen Complaints. The City shall notify employees of all written citizen complaints against that employee or internal investigations except those involving criminal allegations. Upon completion of any such investigations, the City shall notify the employee of the results.

ARTICLE 12. PERSONNEL RECORDS

Section 1. Personnel Files. There shall be only one (1) official personnel file for each employee. However, this provision shall not be construed to prevent supervisors from maintaining a "working file" to be used for evaluation purposes. The City shall also maintain a separate medical file in accordance with HIPPA rules and regulations.

Section 2. Inspection. An employee may inspect the contents of his/her official personnel file and any working file at reasonable times. Confidential reports received from references will be excluded. No grievance material, which would not normally be included in the personnel file, shall be kept there after a grievance has been resolved except the resolution of the grievance itself.

Section 3. Employee Signature. No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two management representatives that a copy of the document was mailed to the employee at his/her address of record.

Section 4. Written Rebuttal. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 5. Additional Information. Upon approval by the supervisor an employee may include in his/her personnel files, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material, which reflects creditably on the employee. Such request may not be unreasonably denied.

Section 6. Removal of Material. With the exception of performance evaluations, material reflecting caution, consultation, warning, admonishment, reprimand, or other discipline, shall be removed from the personnel file after twenty-four (24) months upon the request of the employee. Such material may be removed earlier by mutual agreement between the supervisor and the employee.

ARTICLE 13. LAYOFF

Section 1. Order and Notice. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No full-time regular employees represented by this bargaining unit shall be laid off while temporary, seasonal, or probationary employees are retained by the City within the same department. Employees shall be given at least fifteen (15) calendar days' written notice prior to the effective date of a layoff. Any employee who is to be laid off shall be given bumping rights based on seniority into any other represented classification in the bargaining unit with the same or lower salary range for which he/she is qualified and has previously held. For the purpose of this Agreement, the same salary range is any that is plus or minus one (1) percent at Step A of the salary schedule. Layoff status shall not extend for more than twelve (12) months, however, laid off employees shall have the right of recall as set forth in this Article.

Section 2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in classifications from which employees were laid off until all laid off employees in that classification have had an opportunity to return to work.

An employee's failure to report to work or contact his/her Department Head to arrange a mutually agreeable report to work date within five (5) calendar days of the receipt of a notice of recall will be considered grounds for dismissal.

Notice shall be personally delivered or mailed to the last address provided to the City by the employee through personnel records and to the Association. It shall be the employee's sole responsibility to keep the City updated on changes to the employee's mailing address.

Section 3. Recall. An employee on recall status who applies, and is hired, for a vacancy in the City other than in the classification from which he/she has been laid off, shall remain on the recall list for his/her former classification for up to twelve (12) months from his or her last day worked in the classification from which they were laid off.

Section 4. Rights Restored. Seniority and benefits shall not accrue during layoff. All seniority rights, accrued sick leave, rate of vacation accrual and retirement plan arrangements to which an employee was entitled at the time of layoff unless modified by subsequent contract negotiations shall be restored upon recall.

ARTICLE 14. HOURS OF WORK

Section 1. Work Hours. The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. However, nothing herein shall be construed in such manner as to prevent the City from changing such schedule when operational needs require such change.

Section 2. Work Week.

- A. The work week runs from Sunday morning (12:00 A.M.) through Saturday night (11:59 P.M.), except jobs on shift rotation or irregular schedules whose work week begins with their first day of work each calendar week.
- B. The normal, full-time work week is forty consecutive hours except jobs on shift rotations or irregular schedules.
- C. The work week is either five (5) consecutive days of eight (8) hour shifts with two (2) consecutive days off or four (4) consecutive days of ten (10) hour shifts with three (3) consecutive days off, at the discretion of the City unless the employee is assigned to on-call duty under Section 8 of this Article.
- D. Flex time. In no event may a supervisor compel an employee to flex his or her hours of work without the employee's express consent. Whenever it is agreeable to both the supervisor and the employee, employees may flex the hours in a work week that the employee works by working fewer hours than is normal in a shift, then work the same number of hours not so worked in a shift occurring later in the same work week. Conversely, the employee may work more hours than is normal in a shift, then work that number of extra hours less in a shift occurring later in the same work week. Flexed hours that produce a shift longer than is normally scheduled shall not produce an obligation to pay overtime for the hours so added to the shift.

Section 3. Work Schedules. Schedules showing employee shifts, workdays, and hours shall be posted on department bulletin boards. Regular changes in shift assignment may be made by the Department Head with seven (7) calendar days' advance notice, except for emergency situations.

Section 4. Rest Periods. Each employee shall be allowed a fifteen (15) minute rest period with pay during each one-half shift. The time at which rest periods are taken by an employee shall be in accordance with the operating requirements of each department and shall be considered compensated time.

Section 5. Meal periods. Each employee shall be granted not less than one-half hour as an uncompensated meal period during each work shift. Meal periods shall be taken at or about the middle of the work shift, consistent with operating requirements of each department.

In overtime situations, meals will be handled according to state law.

Section 6. Clean-up Time. Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up. Unless approved by a supervisor under special circumstances, clean-up time shall not exceed fifteen (15) minutes.

Section 7. Shift Exchange. Upon approval by the department head or designee, employees may exchange shifts when the change does not interfere with the operation of the department and if it does not produce an obligation to pay overtime.

Section 8. On Call Duty. If an employee is required by the City to serve on call duty, he/she shall be compensated at the rate of one (1) hour's pay for every eight (8) hours of on call duty. Employees who are called into active duty while serving on call duty, will be compensated hour for hour at the appropriate rate for all time on active duty. On call duty shall only be assigned to employees for work within their own classification.

ARTICLE 15. OVERTIME

Section 1. Definition. Employees will be compensated for hours worked in excess of eight (8) hours per day if on a 5-8 schedule, ten (10) hours per day if on a 4-10 schedule, or forty (40) hours in a work week at the rate of one and one half (1-1/2) times their regular hourly rate.

For the purpose of computing overtime compensation, all paid leave except unscheduled sick leave will be considered as time worked.

Section 2. Call Back. For employees who are represented by this bargaining unit, overtime compensation shall be paid from the time the employee receives the call and for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of a call back if the employee is called back at least one (1) hour before or after his/her shift.

Section 3. Distribution.

- A. Within the operational needs of a department, the City will attempt to distribute overtime opportunities equitably.
- B. Except in emergencies, employees will be given at least three (3) days' notice of an overtime assignment.

Section 4. Compensation. On a department-by-department basis, employees shall be compensated for overtime worked either in cash or compensatory time off, at the City's discretion.

Section 5. Compensatory Time Accumulated. Employees may not accumulate more than sixty (60) hours of compensatory time without supervisory approval. In the event an employee has accumulated sixty (60) hours of compensatory time, the City shall have the option of either paying in cash for compensatory time in excess of sixty (60) hours or requiring the employee to take the time off.

ARTICLE 16. WAGES

Section 1. Step Increases. Current employees shall be paid in accordance with Exhibit A, attached. Effective July 1, 2013, the steps in each salary range will be 3.0% apart. All employees will remain at the same step in their revised salary range, unless they are eligible for a step increase as provided for in Section 3 of this Article.

Section 2. Placement of Steps. Employees hired after the effective date of this Agreement shall be placed on Step A of the salary range unless the City Manager authorized placement at Step B based on previous experience.

Section 3. Progression of Steps. Employees will progress from step to step on the salary schedule on their anniversary date pending satisfactory performance. Employees hired before January 8, 1991, will have an anniversary date of July 1.

Section 4. Promoted Employee. Promoted employees shall be placed in their new range at least 3.0% above their old rate of pay or at the top step, whichever is less.

Section 5. Probationary Employee. All new employees will be eligible for a step increase upon successful completion of their probation period.

Section 6. Wage Increases. All bargaining unit employees will receive at least the following wage increases:

- A. Effective July 1, 2018 wages shall increase 2.5%.
- B. Effective July 1, 2019, wages shall increase by the average of the monthly increases in the prior calendar year of the Western States CPI-W, Size Class B/C, but not less than two and a half percent (2.5%) and not more than three and a half percent (3.5%).
- C. Effective July 1, 2020, wages shall increase by the average of the monthly increases in the prior calendar year of the Western States CPI-W, Size Class B/C, but not less than two and a half percent (2.5%) and not more than three and a half percent (3.5%).

Section 7. The City shall reimburse employees for the cost of ORDEQ and/or OHD tests to obtain certifications required for their classification. This does not apply to employees who fail the test or to those who already have the required certification upon their date of hire. To obtain reimbursement, the employee shall present the state-issued certificate to the Public Works Director.

All costs associated with required and pre-approved education, training, and testing to renew or maintain required credentials and/or certifications of the job classification occupied by the employee will be paid for, (not reimbursed), by the City.

Section 8. Certification Requirements. Certification for Facility Operators and Lead Facility Operators shall be in keeping with the requirements of the State or as required or approved by the City.

A Lead Facility Operator must have a minimum certification at the same level as the State classification for the plant under his/her responsibilities. If a Facility Operator is promoted or hired into the Lead Facility Operator position who does not have the required certification for the given plant, such an appointment shall be subject to the condition that the employee obtains the required certification within twelve (12) months of the date the appointment is made. In such a case, during the temporary period a newly-appointed Lead Facility Operator does not have the required level of certification they shall be compensated at the pay grade of a Facility Operator (pay grade 27) and consistent with other provisions of this Article. Each plant shall have a maximum of one Lead Facility Operator.

Section 9. Certification Pay. Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive his/her certification pay beginning the month following the month the certificate is provided to the Public Works Director. Certificates must be kept in good standing in order to continue receiving certification pay.

A Facility Operator/Lead Facility Operator shall be paid one percent (1%) of his/her wage for each ORDEQ or OHD Treatment Certification acquired for maintaining all certification necessary to operate the type of plant the given operator is primarily assigned (4% Maximum). A wastewater treatment operator shall not receive this compensation for a water treatment certificate and a water treatment operator shall not receive this compensation for a wastewater certificate.

Maintenance Workers shall be paid one percent (1%) of his/her wage upon acquiring each ORDEQ or OHD Level Certification (4% Maximum – Level 4). Employees required to have a cross connection testers certification shall receive an additional one percent (1%) of his/her wage upon acquiring this certification.

CDL/Maintenance. Any Employee whose job description requires a CDL will be paid \$90 per month upon acquiring it and maintaining it.

Section 10. Payroll Dates. The City of Toledo shall establish two (2) payroll dates per month at relatively equal intervals. Payroll may be fully computed, or a mid-month payroll draw may be established against the employee's expected monthly wages.

Section 11. Library Classification Raise. Effective July 1, 2018 and in addition to the 2.5% wage increases described in Section 6 herein, employees in the Library Technical Services Operator classification shall receive a six percent (6.0%) wage increase. Both the 2.5% raise and the 6.0% raise are reflected in the Exhibit A Salary Schedule appended to the 2018-2021 edition of this Agreement.

Section 12. Longevity Pay. Employees who complete ten (10) ten years of service in the unit will receive an additional one percent (1.0%) of base pay. Employees who complete fifteen (15) years of service in the bargaining unit shall receive an additional one and one-half percent (1.5%) of base pay. Employees who complete twenty years of service in the bargaining unit shall receive an additional two percent (2.0%) of base pay. These longevity increases are noncumulative.

ARTICLE 17. RETIREMENT

The City shall participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), or its successor. The City will pay the employer's contribution and the employee's six percent (6%) contribution.

ARTICLE 18. HOLIDAYS

Section 1. Recognized Holidays. The following days shall be recognized and observed as paid holidays:

New Year's Day MLK Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Independence Day	Christmas Day
Labor Day	One (1) Floating Holiday

The floating holidays shall be scheduled in advance with supervisor approval.

Section 2. Weekend Holidays. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3. Holiday During Leave. Should an employee be on authorized sick leave or vacation leave when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Section 4. Holiday Work. Full time and part time employees scheduled to work on a designated holiday shall receive one and one half (1 ½) times their scheduled rate of pay for all hours worked on that holiday, plus eight hours compensated time off, or with pay at normal wage. Part time employees shall further receive paid time off at the straight time rate for the number of hours they worked on the holiday.

Section 5. Shift Employee Holiday Not Worked. If the holiday falls on the employee's scheduled day off, the employee shall receive eight hours of pay. Part time employees shall receive pay for the number of hours in their regular shift.

Section 6. Floating Holiday. All employees who have not utilized their floating holiday by July 1 shall be notified in writing by the City that they have remaining holiday time for that calendar year. If the employee does not use their floating holiday by December 31st in any calendar year, the City shall convert it to cash at the employee's current rate and include the amount on their January paycheck.

Section 7. Part Time Employees. Part time employees regularly scheduled to work 20 hours per week or more shall be paid for holidays on a pro-rata basis equivalent to the number of hours in their regular shift.

ARTICLE 19. VACATIONS

Section 1. Eligibility. Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

Section 2. Accrual Rate. Full-time employees shall accrue vacation leave at the rate prescribed below:

Completed Years of Service	Accrual Rate
Date of Hire through Four Years	8 hours per month
Five through Nine Years	10 hours per month
Ten through Fourteen Years	12 hours per month
Fifteen through Nineteen Years	14 hours per month
Twenty or more Years	15 hours per month

Section 3. Continuous Service. Breaks in City employment shall result in a loss of continuous service for the purpose of vacation accrual. Time spent by an employee on paid military leave, sick leave, leave resulting from injury incurred in the course of employment, layoff and other authorized leave shall be included as continuous service.

Section 4. Pro-rated. Full time employees shall earn vacation allowance for any month in which they receive compensation for eighty (80) or more hours. If such compensation is for less than the equivalent of full-time hours, the vacation accrual shall be prorated to the number of hours compensated. Part-time employees shall earn prorated vacation benefits. Employees working $\frac{3}{4}$ time shall receive 80% of vacation, holiday, and sick leave benefits.

Section 5. Rate of Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 6. Vacation Requests/Preference. Vacation time off will be granted on a first come first served basis at the time requested by the employee, subject to supervisory approval and consistent with the operational needs of the City. If the City is compelled by such operational requirements to limit the number of vacations occurring at the same time, the employee with the greatest seniority within the job classification within his/her department shall be given preference of choice for vacation periods. This seniority right shall be exercised only once per fiscal year.

Section 7. Maximum Amount Permitted. The appropriate supervisor may require an employee to use accrued vacation if the number of hours accrued by the employee exceeds two hundred and fifty (250). No payment shall be made for vacation time beyond two hundred and fifty (250) hours because of accrual limitation unless the failure to take the vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 8. Compensation. Any regular employee who resigns in good standing, is laid off, discharged, or retires from the service of the City for any reason prior to taking his/her vacation shall be compensated by check for all earned but unused vacation he/she had accumulated at the time of separation.

Section 9. Death Compensation. In case of death of a regular employee, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

Section 10. Buy Back. In the event the City determines budgeted funds are available, employees may "buy back" a portion of their accumulated vacation leave each year from the City. An employee may request a lump sum payment for up to 40 hours of accumulated vacation leave, as long as he/she retains a balance of at least 80 hours.

ARTICLE 20. SICK LEAVE

Section 1. Accumulation. All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service completed. Employees who regularly work twenty (20) hours per week or more shall accrue sick leave on a pro-rata basis. Sick leave shall accrue from the date of employment. Sick leave shall not be accumulated in excess of seven hundred twenty (720) hours.

Section 2. Purposes for which Sick Leave may be taken. Employees may utilize their allowance for sick leave for any purpose permitted under Oregon's Sick Time Act. For purposes of this section, an employee's family member is defined as the employee's husband, wife, registered domestic partner as defined by the State, biological, adopted or foster son, daughter, father or mother, the employee's brother, sister, father-in-law, mother-in-law, grandparent, grandchild or other relative living in the employee's household. "Family member" also includes one with whom the employee was or is in a relationship of "in loco parentis".

Section 3. Procedure. To use sick leave, the employee shall notify the immediate supervisor of the need to use accrued sick leave, the nature and expected length thereof as soon as possible, and not less than one hour prior to the employee's first regular work shift. To the extent that the need to use sick leave is foreseeable, employees shall give their supervisor ten (10) calendar days advance notice in writing of the need to use it.

Section 4. Verification. Medical verification from the employee's health care provider of the need to use accrued sick leave may be required at the option of the department head or his designee for absences of over three (3) consecutive workdays. If an employee's supervisor reasonably suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the supervisor may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The City shall pay for the reasonable costs associated with the employee's procurement of a medical verification. Furthermore, no employee shall be required to disclose either the nature or details of the illness or reason for which the employee received treatment. Such requirements will be applied equitably and consistently.

Section 5. Reporting Responsibility. An employee's absence from work without notice for two (2) or more consecutive work days will be considered grounds for dismissal unless failure to notify was due to circumstances beyond the employee's control.

Section 6. Sick Leave Donation. Any employee may donate a portion of their own accumulated sick leave to another City employee who is off work and who has exhausted all their paid leave. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least eighty (80) hours.

ARTICLE 21. OTHER LEAVES

Section 1. The City of Toledo provides unpaid, job-related leaves of absence to eligible employees under the federal and state Family Medical Leave laws.

Section 2. Bereavement. A leave of absence with pay for up to five (5) days shall be granted an employee for the death of a family member as that term is defined in Article 20.2. Should circumstances require an employee to be absent longer than five (5) days, the excess shall be charged against accumulated compensatory time, sick leave or vacation leave. Unpaid bereavement leave is also available under OFLA. Bereavement leave for other purposes may be granted with supervisor approval.

Section 3. Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her employment with the City, he/she will not suffer any loss of pay. He/she shall transfer any and all compensation, less mileage allowance received, to the City and shall receive his/her regular compensation for the time covered by the absence. Time not worked because of such service will not affect seniority, vacation or sick leave accrual.

Section 4. Military Leave. Eligible employees shall be granted leave in accordance with applicable federal and state law.

Section 5. Education and Training Leave. When it requires employees to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to their employment, the City shall pay their wages in compliance with the Fair Labor Standards Act.

The employee shall be reimbursed for all tuition, fees, books and materials for training courses the City requires the employee to take relative to City employment.

The City will make a reasonable effort to provide mutually beneficial training opportunities. Within the operational needs of a department, the City will attempt to distribute those opportunities equitably.

Section 6. Leave Without Pay. For personal reasons that do not fall under the purposes of OFLA or FMLA, a leave of absence not to exceed twelve (12) months may be granted by the City Manager in his or her sole discretion. Employees must exhaust all accrued vacation leave and compensatory time to be eligible for consideration.

The employee shall not accrue leave benefits or seniority during such leave. All insurance benefits for the employee and any dependents discontinue during leave under this Section.

The employee shall not lose seniority during unpaid leave. If the unpaid leave is not for a purpose for which sick leave may be used, the employee shall not lose any accrued but unused sick leave. The City will make a good faith effort to return the employee to his/her same position upon completion of such leave, but it shall not be required to do so. Leave time may be extended with the approval of the City Manager.

Section 7. Failure to Report. An employee's failure to report to work within two (2) consecutive work days of the expiration of an authorized leave of absence or within five (5) calendar days of receipt of notice of medical release to return to work after any illness or injury will be considered grounds for dismissal.

ARTICLE 22. HEALTH AND WELFARE

Section 1. Insurance Benefits Generally. The City shall make available to eligible employees and their eligible dependents medical, dental, vision, life and long-term disability insurance that is substantially equal to that presently in effect, if available.

Section 2. Medical, Dental and Vision Insurance. For employees regularly scheduled to work forty (40) hours per week and for their eligible dependents, the City shall pay 90% of the premiums for medical, dental and vision insurances. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction.

For employees regularly scheduled to work twenty but less than forty hours per week, the City will pay 90% of the premiums for medical, dental and vision insurances for the employee only. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction. Such employees may add eligible dependents to their plans at their own cost. As used in this Article, the eligibility of dependents for coverage is determined by the health plans themselves.

Section 3. Insurance Carriers. The City reserves the sole right to select the carriers of all of the insurance coverage. The employee shall have the option to self-pay for greater levels of coverage if available.

ARTICLE 23. TRAVEL EXPENSES

Section 1. Reimbursement Rates. The City shall reimburse employees for expenses incurred while on authorized City business at the following rates:

ITEM	RATE
Mileage	IRS approved rate
Meals	Actual cost up to a maximum of
Breakfast	\$10.00 + 15% gratuity
Lunch	\$10.00 + 15% gratuity
Dinner	\$16.00+ 15% gratuity
Lodging	reasonable
Registration	actual costs
Training	actual costs

Section 2. Lodging. All lodging accommodations shall normally be arranged in advance for overnight trips for such events as conventions, conferences, training, etc. Such accommodations shall be "reasonable" in cost. Employees may stay at facilities where scheduled functions are being held. If such facilities are full, similar accommodations may be used as a substitute.

Section 3. Conference/Meal Cost. If a conference or workshop includes a meal, the total cost of that meal will be paid by the City even if it is more than the maximum rate allowed for meals as stated above.

Section 4. City Vehicles. An employee must use a City vehicle, if one is available, for a one-day trip for City business. If a City vehicle is available and an employee chooses not to use the City vehicle for a one-day trip, the employee shall not be reimbursed for mileage. An employee may use a privately-owned vehicle for an approved overnight trip for City business and be reimbursed at the appropriate mileage rate stated in Section 1, above. City employees are encouraged to use a City vehicle for overnight trips, if at all possible.

Section 5. Share Rides. Employees are encouraged to share rides, especially where State convention or association meetings are involved.

Section 6. Travel Voucher. Reimbursement for travel expenses, including mileage, lodging, meals, etc., will be made by submitting a Travel Voucher Form and receipts that are approved by the Department Head and the City Manager. Employees shall document all reimbursable expenses with appropriate receipts. City employees are responsible for submitting reimbursement claims through the Department Head and City Manager to the City Treasurer not later than 10 days following completion of travel.

ARTICLE 24. WORKERS' COMPENSATION

Section 1. Definition. Occupational injuries and illnesses incurred on the job are covered by workers' compensation statutes. The City and the employees agree to abide by said statutes.

Section 2. City's Obligation. When an injury or illness occurs in the course of employment, the City's obligation to pay is limited to the difference between any disability payment or time-loss payment received under Workers' Compensation laws and the employee's regular net pay. In such instances, employees may choose to have prorated charges made against sick leave, compensatory time, vacation pay and holiday pay, in that order.

If an employee is injured while engaged in employment for an employer other than the City or self-employment and receiving workers' compensation payments, the employee shall not be eligible to use sick leave for the duration of such injury or illness.

Section 3. Seniority Accrual. The employee shall continue to accrue seniority and receive full medical insurance as set forth in Article 22 while absent from work due to an accepted workers compensation claim for as long as they remain eligible for insurance according to the terms of the medical plan. Should the requirements for health insurance eligibility change and fall below the current standard outlined in the medical plan, the parties agree to bargain that change. Negotiations should begin within a reasonable time after notification of the change.

ARTICLE 25. SAFETY

Federal and State safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City. No employee shall be expected to operate any equipment or to perform a work assignment that is reasonably considered to be unsafe.

ARTICLE 26. GENERAL PROVISIONS

Section 1. Gender Reference. All references to employees in this Agreement designate both sexes and wherever the male or female gender is used; it shall be construed to include male and female employees.

Section 2. Job Descriptions. Individual job descriptions for each class shall be reduced to writing and provided to employees upon assumption of the position. In the event job duties are changed substantially, the job description will be updated, and a copy provided to the employee.

Section 3. Unilateral Changes. The City agrees not to make unilateral changes regarding mandatory subjects of bargaining unless authorized to do so by this Agreement. The City agrees to provide the Association with copies of all changes to policies affecting the bargaining unit.

Section 4. Joint Labor Management Committee. In the interest of providing safe and efficient services, the parties agree to establish a joint labor/management committee to:

- A. Review new programs that directly impact employee working conditions prior to implementation of such programs;
- B. Develop and maintain an occupational safety and health program; and
- C. Discuss any matters pertinent to maintaining good employer employee relations.

Such meetings shall occur at least quarterly and will normally be held during working hours. Employees attending shall suffer no loss of pay or benefits.

Each party shall elect up to two (2) members of the committee.

ARTICLE 27. WORK OUT OF CLASSIFICATION

Section 1. Definition. When an employee is required to assume the major responsibilities of a job classification with a higher pay range for more than ten (10) consecutive work days he/she shall receive premium pay except when the employee is enrolled in a specific departmental training program not to exceed four (4) weeks. An employee shall be given written verification of the specifics of said program.

Section 2. Premium Pay. The premium pay shall be five (5) percent above the employee's regular salary retroactive to the first hour of the assignment and continuing until the assignment is terminated.

ARTICLE 28. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

Section 1. The City shall provide the following safety clothing/gear when appropriate as required by their position at no charge to the employee:

- Traffic rated reflective safety vests with city logo
- Public Works employees receive safety approved T-shirts with city logo once a year (five per employee)
- Hearing and eye protection
- Safety gloves for various tasks
- Hard hats
- Baseball caps with city logo
- Fleet mechanic receives weekly laundry service of coveralls
- ODOT approved high visibility safety Jackets

Section 2. The City shall provide the following clothing/gear on a shared cost basis:

At the City's discretion, based on job assignment, related risk and handled on a reimbursement basis the employee may purchase safety-toes work boots, hip waders, or muck boots. Reimbursement shall not exceed two hundred dollars (\$200) annually. Employees must provide an original receipt in order to receive reimbursement. All safety-toed shoes must meet American National Standards Institute (ANSI) standards. Any replacement required more frequently than annually shall be preapproved by the department head.

Rain Gear – The City shall reimburse up to two hundred dollars (\$200) every two (2) years for approved rain gear. More frequent replacement shall be on an as needed basis with the approval of the department head. Employees must provide an original receipt in order to receive reimbursement.

Exceptions to these amounts may be considered on a case-by-case basis at the discretion of the department head.

ARTICLE 29. SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be rendered unlawful and unenforceable by any court of competent jurisdiction, legislative body or administrative agency, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within a reasonable time from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.







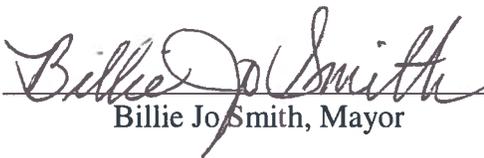
ARTICLE 30.
TERMINATION

Upon signing by both parties, this Agreement shall be effective retroactive to July 1, 2018 and shall remain in full force and effect through June 30, 2021. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing by January 1 of the year of expiration of its intent to terminate the Agreement and open negotiations for a successor agreement.

Executed this 10th day of September, 2018 in Toledo, Oregon by:

For the City of Toledo:

For the Toledo Employees Association:


Billie Jo Smith, Mayor


Matt MacPhail, President


Rick Saavedra, Bargaining Team Member

Exhibit A Salary Schedule

Grade	Position	Steps					
		A	B	C	D	E	F
1	Custodian (0.80 FTE)	\$2,308	\$2,379	\$2,450	\$2,522	\$2,599	\$2,676
18	Maint/Clerical Worker 1	\$3,103	\$3,196	\$3,292	\$3,390	\$3,490	\$3,597
	Utility Billing Clerk						
	{added/joined to "Municipal/Grounds Maintenance" position}						
19	Maint/Clerical Worker 2	\$3,196	\$3,292	\$3,390	\$3,490	\$3,597	\$3,705
	Planning Tech						
	Municipal/Grounds Maintenance						
21	Maint/Clerical Worker 3	\$3,390	\$3,490	\$3,597	\$3,705	\$3,816	\$3,930
	Accounting Clerk						
	Municipal Maintenance Worker II						
23	Maintenance Worker 4	\$3,543	\$3,650	\$3,759	\$3,873	\$3,987	\$4,109
	Skilled Laborer						
23a	Maint. Worker/Equipment Operator	\$3,636	\$3,742	\$3,852	\$3,966	\$4,080	\$4,202
	Equipment Maintenance Mechanic						
24	Facility Operator Trainee	\$3,597	\$3,705	\$3,816	\$3,930	\$4,048	\$4,169
27	Facility Operators - Jr Plant Operator	\$3,930	\$4,048	\$4,169	\$4,294	\$4,424	\$4,557
	WTP						
	WWTP						
28	Lead/ Sr.Facility Operators	\$4,048	\$4,169	\$4,295	\$4,424	\$4,556	\$4,692
	Lead Worker - Crew Leader						
	Lead Facility Operator - WTP						
	Lead Facility Operator - WWTP						
	Technical Services Operator	\$14.24*	\$14.67*	\$15.10*	\$15.57*	\$16.03*	\$16.51*

*Reflects increases stated at Article 16.6 and 16.11.

