Exhibit "A"

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

And

LOCAL 350-6 AFSCME COUNCIL 75
AFL-CIO

July 1, 2014 - June 30, 2017

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PREAMBLE

The City of Canby, Oregon ("City") and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO ("Union") agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. Upon receipt of a written request from the Union or its designee, the City and the Union will enter into negotiations regarding wages for the classification.

ARTICLE 2 – EMPLOYEE RIGHTS/SECURITY

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement upon submission of written requests on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the 15th day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable.

2.3 Each employee who, thirty (30) days after date of hire, is in a position represented by the Union as defined by Section 1.1 of this Agreement and who chooses not to be a member of the Union shall proportionately and fairly share in the cost of the collective bargaining process. The proportionate and fair share of the cost of the collective bargaining process is the amount of dues uniformly required of each member of the Union.

2.4 Employees covered by Section 1.1 of this Agreement may choose non-association with the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee must pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or other charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative of the Union do not reach agreement on the matter, the Employment

Relations Board shall designate such organization. Both parties agree to abide by both Federal and State laws as regards an employee's request pursuant to this Section.

2.5 The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

2.6 The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

2.7 Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

ARTICLE 3 – CIVIL RIGHTS

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of activities he/she may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability or age.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. To fulfill this responsibility the rights of the City shall include, but shall not be limited to: establishing and directing activities of the City's departments and its employees; determining standards of service, methods of operation and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; discipline or discharge for just cause; determination of job descriptions, work schedules and assignment off work; and other rights except as expressly limited by the terms and provisions of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted his/her proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within ten working days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members

and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the ten (10) day period, the City may implement the proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or better than that submitted by the proposed subcontractor, the City shall implement the Union proposal.

4.2(e) If the Union proposal is substantially more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain the impact of such action to completion, up to and including a strike.

ARTICLE 5 – SENIORITY

5.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

5.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, he/she shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

ARTICLE 6 – LAYOFF

6.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

6.2 Layoff order shall be established within the City on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 6.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 6.5 of this Agreement. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classifications of the position being laid off.

6.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

6.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth (30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

6.5 Laid off employees shall have the following options:

a. Accept the layoff.

b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.

c. Displace the employee with the lowest seniority in the same classification within the City, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.

d. Displace the employee with the lowest seniority in a lower level classification in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.

e. Displace the employee with the lowest seniority in the City in a classification in which the employee has previous service, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.

6.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

6.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates his/her current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

6.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible for recall to a position in his/her classification for a period of two (2) years without loss of seniority. An employee on layoff must keep the City informed of his/her current address and telephone number during the period of layoff.

6.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the

position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates his/her pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

6.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

ARTICLE 7 – DISCHARGE/SUSPENSION/WARNING NOTICES

7.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

7.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to his/her employment with the City; (b) willful damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) gross insubordination.

7.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 7.1 of this Agreement.

7.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

7.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

ARTICLE 8 – HOURS OF WORK/OVERTIME

8.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to waive the notification requirement.

8.2 For employees on a 5-8 schedule, the normal workday shall consist of eight (8) consecutive hours per day and the normal workweek shall consist of five (5) consecutive days

worked, including either Monday through Friday or Tuesday through Saturday. For employees on a 4-10 schedule, the normal workday shall consist of ten (10) consecutive hours per day and the normal workweek shall consist of four (4) consecutive days worked. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violates Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute meal break in accordance with Oregon BOLI.

8.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

8.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of his/her work assignment.

8.5 Flexible Schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be 72 hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

ARTICLE 9 – REPORTING PAY/CALL BACK

9.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified prior to their departure for work not to report to work. Once put to work employees shall be entitled to a minimum of four (4) hours of work or pay therefore. All employees shall provide a telephone number where they may be reached when necessary.

9.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

ARTICLE 10 – STAND-BY DUTY

To provide emergency response, by a qualified staff member, for emergency situations related to municipal infrastructure. Standby is defined as any time an employee is required to be available

outside of normal working hours to respond on-site (to the City shops) within forty-five minutes following notification by pager, cellular phone or other means. Employees responding to calls at the Wastewater Treatment Plant shall respond within ninety (90) minutes. The City of Canby will provide a pager and/or cellular phone to staff on standby. This is a voluntary policy. In the event there are no volunteers to cover on any specific day or week, this program may, at the City's discretion, become mandatory.

The Public Works Director, or his/her designee, will create an annual schedule for standby following the below listed criteria:

1. Annually in December, the Director/designee will produce a standby roster for the following calendar year.
2. The schedule will include all qualified staff as determined by the Director.
3. A standby period is defined as a consecutive seven day period scheduled to meet operational needs.
4. The schedule will be designed so all qualified employees complete a seven-day standby period before they would be scheduled for a subsequent seven-day standby period. (All qualified staff would complete their respective seven day standby period before the first person in the rotation would be on standby again.)
5. After the Director/designee completes the annual schedule, staff may change their respective standby period provided another qualified employee agrees to assume the standby duty. Staff assigned standby duty may switch standby at any time during the calendar year with another qualified staff member provided the switch is mutually agreed upon.
6. If a standby duty switch is made, the individual initiating the switch must immediately notify the Director/designee of the change.
7. Every effort will be made to assure that no single employee will be scheduled to work the same holiday standby period two years in succession.
8. If, while on standby, an employee is unable to respond within the designated response period, it is the employee's sole responsibility to contact another qualified employee to respond on-site within the designated time. If the nature of the call requires urgent attention (such as a report of a sewer back-up), the employee on standby shall immediately contact their supervisor and respond as soon as possible.
9. Employees required to be on standby duty shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on standby for a period which includes any of the holidays defined in Article 13, shall receive an additional eight (8) hours of compensatory time or salary per holiday.
10. Two employees may share one defined standby period with prior approval from the Public Works Director. Compensation for the standby duty will be split for each employee based on actual standby coverage.

ARTICLE 11 – COMP TIME

11.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of his/her regular

rate of pay should he/she perform an overtime assignment, provided that he/she makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to sixty (60) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor. Employees have the option to cash out up to thirty (30) hours of compensatory time once per fiscal year.

11.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if he/she elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

11.3 Non-exempt employees shall receive a cash payment for all unused compensation time off upon separation from employment. Such excess of unused compensation time off shall be paid at the employee's regular rate of pay.

ARTICLE 12 – WASTEWATER TREATMENT PLANT

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per day at the rate of time and one half (1 1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per day at the rate of two (2) times their regular rate of pay.

ARTICLE 13 – HOLIDAYS

13.1 The following days shall be recognized as paid holidays:

New Year's Day
Presidents Day
Memorial Day
July Fourth
Labor Day
Personal Day (floating)
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day

13.2 Regular full time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 15 - Sick Leave.

13.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be

observed on the following Monday. Whenever one of the recognized holidays falls during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

13.4 Employees who are short the number of hours they normally work in a week because of the holiday, may make up that time or use accrued vacation or comp time within the same pay period as long as it does not cause overtime.

13.5 Holiday pay for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

ARTICLE 14 – VACATIONS

14.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Full time employees shall accrue vacation as follows:

Service Completed	Vacation Earned
1 - 4 years	80 hours annually
5 - 9 years	120 hours annually
10 – 13 years	140 hours annually
14 years and over	190 hours annually

Employees shall begin to accrue the above annual vacation rate upon the effective date of this agreement. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Vacation accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

14.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

14.3 All time off for vacations shall be by mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

14.4 The maximum vacation accrual limit shall be two hundred seventy (270) hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the employee's supervisor. Vacation accrual exceeding the two hundred seventy (270) hour limit will not be compensated.

ARTICLE 15 – SICK LEAVE

15.1 All full-time employees covered by this Agreement for ninety (90) days or more shall be entitled to accumulate sick leave credits. Each eligible employee shall accumulate ninety six (96)

hours of sick leave per year. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Sick leave accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

15.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

15.3 Employees taking time off for their own illness, injury or medical or dental appointments shall have such time off charged against their sick leave benefits.

15.4 Employees off on Industrial Accident shall be allowed to supplement Workers' Compensation benefits as provided in the following Article.

15.5 An employee may be allowed to use sick leave for family or medical situations involving members of the immediate family as defined in Article 19. An employee may use up to three (3) days of sick leave to care for or make arrangements for the care of a child as defined under Oregon Family Leave Act (OFLA). The City will require a doctors certificate as soon as practicable to substantiate loss of time due to illness or off-the-job accidents after the employee has missed three (3) consecutive days for any allowable reason.

15.6 An employee off work due to an on the job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation pay.

ARTICLE 16 – WORKERS COMPENSATION

16.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

16.2 The City will maintain Health and Welfare contributions as defined in Article 23 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

ARTICLE 17 – FUNERAL LEAVE

17.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary.

17.2 Additional leave with pay may be granted by the City Administrator.

17.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brother(s), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren.

ARTICLE 18 – JURY DUTY

18.1 An employee shall be granted leave with full pay any time he/she is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

18.2 If an employee serving on jury duty is excused, dismissed, or not selected, he/she shall report for his/her regular work assignment.

ARTICLE 19 – FAMILY MEDICAL LEAVE

The City will allow employees to take parental or family and medical leave in accordance with State and Federal law. An employee shall utilize all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

20.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but he/she shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

ARTICLE 21 – WAGES

21.1 Retroactive to July 1, 2014, increase the wage scale across the board by 2.5%.

Effective July 1, 2015, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2014 (minimum 2% - maximum 5%).

Effective July 1, 2016, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a

percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2015 (minimum 2% - maximum 5%).

Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 29 of this Agreement.

21.2 Bilingual Premium. Any employee whose job requires fluency in Spanish, and who can demonstrate written and oral proficiency, shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency.

ARTICLE 22 – PER DIEM AND MILEAGE REIMBURSEMENT

Employees shall be paid a per diem allowance for approved travel, meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate, rules and policies listed at www.gsa.gov and in effect at the time of the travel;

2. For travel outside of the continental United States the OCONUS per diem rate, rules and policies listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at www.gsa.com and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

ARTICLE 23 – HEALTH AND WELFARE

23.1 The City will provide group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

Effective August 1, 2014, the City will pay 90% of the premium costs of the group plan [Option 1] in place for each tier of coverage. The group health plan includes medical/drug, vision and dental/orthodontia coverage. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

23.2 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

Equivalent FTE	Prorated Benefits
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 23.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 23.1
.65 to .50 FTE (20-25 hours/week)	50% of the benefit as described in Section 23.1

23.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

23.4 The City shall provide long term disability insurance for every regular full and part-time employee.

23.5 Effective August 1, 2015 - In the event that the City's premium contribution increases by more than eight percent (8%) from the previous year, any increase over 8% will be shared 50% by the employee and 50% by the City.

Effective August 1, 2016 – In the event that the City's premium contribution increases by more than six percent (6%) from the previous year, any increase over 6% will be shared 50% by the employee and 50% by the City.

23.6 In the event that City's premium contribution increases by more than ten percent (10%) in any given year, the parties agree to reopen Article 23. The City and its agent will make good faith efforts in negotiating premium rates after initial quotes are offered.

ARTICLE 24 – RETIREMENT PLAN

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6) employee contribution.

ARTICLE 25 – SAFETY COMMITTEE

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

ARTICLE 26 – GRIEVANCE PROCEDURE

26.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee shall discuss the grievance on an informal basis with his/her supervisor (unless that supervisor is in the bargaining unit and then the grievance shall go

to the supervisor's immediate supervisor) within seven (7) calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

Step 3. The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 4. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4, submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 26.3.

26.2 The rules governing the grievance procedure shall be as follows:

(a) Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(b) Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

26.3 Arbitration Procedure:

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) arbitrators shall be requested from the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list received. The final name remaining shall be the sole arbitrator.

(b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

(c) The cost of the arbitrator shall be borne by the losing party. Each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be final and binding upon the parties.

(e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

ARTICLE 27 – STRIKE/LOCKOUT

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout. The exception to this Article is found in Section 4.2(e) of this Agreement.

ARTICLE 28 – UNIFORMS/PROTECTIVE CLOTHING

28.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

28.2 The City shall make available raingear and protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.

28.3 The City agrees to provide public works and other field employees with an annual clothing and boot allowance of $400.00 per employee for the purchase, replacement and/or repair of the uniforms and/or boots. The taxable allowance will be paid through payroll each September.

ARTICLE 29 – EMPLOYEE EVALUATIONS

29.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. Employees at the top step of the range shall receive an annual evaluation as provided within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

If a performance evaluation is not completed within thirty days (30) after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) day performance improvement plan for the employee within the ninety (90) day period, the employee shall receive a step increase effective the date of the most recent review.

29.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

ARTICLE 30 – PERSONNEL RECORDS

30.1 The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. The official personnel file shall be maintained by the Department of Human Resources.

30.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

30.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed after three (3) years, provided that the written documentation and/or written responses are not relevant to current job performance.

30.4 Employees shall have the opportunity to review and sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, he/she may so indicate by attaching a written statement of reasonable length to said document at the time of review.

ARTICLE 31 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee consisting of Management representatives and at least three AFSCME members will meet as needed at a regularly scheduled time each month to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement if neither party has any items for discussion.

ARTICLE 32 – UNION RIGHTS

32.1 The Union may select a Steward(s) from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

32.2 The Steward shall notify his/her supervisor prior to leaving his/her work area for the above-stated purposes.

32.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 32.1 of this Agreement.

32.4 New Employee Orientation - A union representative will be allowed up to thirty (30) minutes during the new employee orientation to make a presentation to represented employees. However, if the City fails to provide the Union with timely notice of the new employee orientation meeting, the Union representative shall be allowed to meet with the employee for thirty (30) minutes on paid time.

32.5. Maintenance of Membership – Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement.

ARTICLE 33 – RESIDENCY

All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.

ARTICLE 34 – CITY CLOSURE

If, due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

ARTICLE 35 – DRUG AND ALCOHOL POLICY

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

ARTICLE 36 – SAVINGS CLAUSE

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 37 – EXISTING CONDITIONS

37.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) days from receipt of notice from the City.

37.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates.

ARTICLE 38 – TERMINATION OF AGREEMENT

38.1 This Agreement shall become effective July 1, 2014 and shall remain in full force and effect through June 30, 2017. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2017, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 26-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

38.2 This Agreement shall be automatically renewed on July 1, 2017 and each year thereafter unless either party notifies the other in writing not later than March 1, 2017 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than April 1, 2017.

SALARY SCHEDULE – SEE ATTACHMENT A

This AGREEMENT is hereby executed this 6th day of August, 2014.

FOR THE CITY:

BY: Amanda Zeiber 08/07/14
Amanda Zeiber
Interim City Administrator, City of Canby

BY:
Brian Hodson
Mayor, City of Canby

FOR THE UNION:

BY: 7/23/2014
Evan Wickersham
Council Representative
Oregon AFSCME Council 75

BY: Dan Conner
Dave Conner
AFSCME Bargaining Team President

BY: Laney Pouse
Laney Pouse Vice President
AFSCME Bargaining Team Member