

Resolution 2021-35  
Exhibit A

**AGREEMENT**  
**BETWEEN**  
**CITY OF CORNELIUS**  
**AND**  
**CITY OF CORNELIUS EMPLOYEES**  
**UNION AFSCME LOCAL 3786-2**  
**FOR GENERAL EMPLOYEES**

**July 1, 2021 – June 30, 2024**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1: RECOGNITION.....	1
ARTICLE 2: MANAGEMENT RIGHTS.....	1
ARTICLE 3: UNION SECURITY & BUSINESS .....	2
ARTICLE 4: NONDISCRIMINATION .....	4
ARTICLE 5: HOURS OF WORK .....	4
ARTICLE 6: WAGES.....	8
ARTICLE 7: RETIREMENT.....	9
ARTICLE 8: HEALTH & WELFARE.....	10
ARTICLE 9: HOLIDAYS .....	10
ARTICLE 10: VACATION .....	11
ARTICLE 11: SICK LEAVE.....	13
ARTICLE 12: LEAVES OF ABSENCE .....	13
ARTICLE 13: TRAINING.....	15
ARTICLE 14: CLOTHING/CLEANING .....	16
ARTICLE 15: PROBATION.....	16
ARTICLE 16: SENIORITY AND HIRE DATE .....	17
ARTICLE 17: PROMOTION AND TRANSFER .....	18
ARTICLE 18: LAYOFF AND RECALL .....	19
ARTICLE 19: PERSONNEL FILES .....	21
ARTICLE 20: EMPLOYEE EVALUATIONS .....	21
ARTICLE 21: DISCIPLINE AND DISCHARGE.....	22
ARTICLE 22: PROBLEM RESOLUTION PROCESS.....	22

ARTICLE 23: NO STRIKE ..... 24

ARTICLE 24: OUTSIDE EMPLOYMENT ..... 24

ARTICLE 25: SAFETY ..... 24

ARTICLE 26: LABOR MANAGEMENT COMMITTEE..... 25

ARTICLE 27: MID-TERM CHANGE..... 25

ARTICLE 28: FUNDING ..... 25

ARTICLE 29: SAVINGS CLAUSE ..... 26

ARTICLE 30: DURATION..... 26

## **PREAMBLE**

This Agreement is entered into by the City of Cornelius, hereinafter referred to as the “Employer” or the “City,” and the City of Cornelius Employees Union, AFSCME Council 75 and AFSCME Local3786-2, hereinafter referred to individually and collectively as the “Union,” made and entered into for the purpose of fixing the wages, hours and conditions of employment and establishing an equitable and peaceful procedure for the resolution of differences between the parties.

## **ARTICLE 1: RECOGNITION**

- A. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full time and regular part-time (twenty (20) hours or more per week) employees of the City.
- B. The bargaining unit does not include sworn police officers, firefighters, supervisory, and/or confidential employees. The bargaining unit includes unsworn strike-permitted employees in the police and fire departments.
- C. New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City shall forward notice of the new class and wage scale to the Union by certified mail. The wage scale so assigned may be negotiated upon the written request by the Union within fourteen (14) days after receipt of the notice from the City. If the Union fails to request bargaining with the City within fourteen (14) days of receipt of notice of the new class, the interim wage scale shall become final.

## **ARTICLE 2: MANAGEMENT RIGHTS**

- A. It is recognized that an area of responsibility must be reserved to the employer if the City is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City. By way of illustration and not of limitation, the following are listed as such management functions:
  - 1. The determination of the services to be rendered to the citizens served by the City;
  - 2. The determination of the employer’s financial, budgetary, accounting and organization policies and procedures;
  - 3. The continuous oversight of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City and established personnel rules and regulations not inconsistent with any other term of this Agreement; and
  - 4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the

determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the decisions to contract or sub-contract any work.

- B. It is understood that the exercise of the management's rights specified above will not violate any provisions of this Agreement, and that the City will fulfill any obligation to bargain concerning mid-term changes which are mandatory subjects of bargaining.
- C. Any claimed violation of the duty to bargain as used in this Agreement shall be reviewable by the Oregon Employment Relations Board and shall not be subject to the grievance procedure set forth in this Agreement.

### **ARTICLE 3: UNION SECURITY & BUSINESS**

- A. Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about Union membership and payroll deduction. The Employer agrees to direct to the Union all communications from employees regarding Union membership or payroll deduction.
- B. Check off. Upon receipt of signed authorization by a member of the Union to direct payment of Union dues to the AFSCME Central Administration account, the City agrees to deduct from such member's monthly paycheck the amount shown on the authorization. The City agrees to remit the aggregate of the deductions monthly to the treasurer of the Union on behalf of the employees involved. Current requests from employees shall remain in full force and effect.
- C. Hold Harmless. Provided the City acts in compliance with the provisions of this Article, the Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check off errors arising out of acts of the Union.
- D. New Hires. The City will notify the Union of all new hires within one (1) week of employment and shall provide the Union with an editable Excel spreadsheet contain the following information (in if the City's possession) for each employee in the bargaining unit:
  - 1. The employee's name, unique identifier, and date of hire; and
  - 2. Contact information including cellular, home and work telephone numbers; personal and work electronic mail addresses; home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift and worksite location.

- E. Bulletin Boards. The City will install and maintain bulletin boards on its property for use by the Union at such locations as mutually agreed upon by the parties. Bulletin boards shall be a maximum of four (4) square feet each and suitable for wall mounting. The Union agrees that it will not use City bulletin boards for posting any material or notices that is offensive or derogatory. All items posted will bear the signature of an official of the Union. The City may remove a posting not in compliance with this Article, and deliver it to a Union officer, and confer concerning the propriety of the posting.
  
- F. Solicitation. Except as otherwise provided in this Agreement, during their working hours Union members shall not engage in solicitations or carry on business activities of the Union; provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any City employee.
  
- G. The City shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit. Access is not reasonable if it interferes with Employer operations. Exclusive representatives must provide at least two (2) hours advanced notice to the City Manager or impacted Department Head(s) to confirm that the meetings described below will not interfere with Employer operations.
  - 1. For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:
    - a. The right to meet with new employees without loss of employee compensation or leave benefits; and
    - b. The right to meet with the new employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes but not more than one hundred twenty (120) minutes during new employee orientation or, if the Employer does not conduct new employee orientations, at individual or group meetings.
  
  - 2. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
    - a. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
    - b. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
  
  - 3. Employer shall permit a designated representative to use the Employer's facilities or property, whether owned or leased by the Employer, for purposes of conducting

meetings with the represented employees in the bargaining unit.

4. An exclusive representative may hold meetings described under this Article at a time and place set by the exclusive representative, provided that the meetings do not interfere with the Employer's operations.
  5. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.
- H. Bargaining unit employees who are officers of Local 3786-2 may reserve time in advance to use City meeting rooms for Union business. The officer shall give at least two (2) hours advance written notice to the affected Department Head of the desired room and of the hours of use.
- I. Up to three (3) bargaining unit employees may participate in bargaining without loss of pay for time spent in bargaining sessions and caucuses scheduled within the employee's scheduled shift. Time spent in bargaining shall not count as time worked for the purpose of calculating overtime pay. The City will allow time for all other Union activities as required by law.

#### **ARTICLE 4: NONDISCRIMINATION**

- A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation in matters of employment relations or to not do so. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or the Union due to whether or how the employee exercises this right.
- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, gender, race, color, national origin, age, union affiliation or political affiliation.
- C. All references to employees in this Agreement designate all genders and whenever the male gender is used it shall be construed to include male, female and transgender employees.

#### **ARTICLE 5: HOURS OF WORK**

- A. Regular Hours. The regular hours of each workday shall be consecutive with interruptions for lunch periods.
- B. Workweek. Workweek shall consist of a seven (7)-day work schedule with five (5) consecutive eight (8)-hour days with two (2) consecutive days off or four (4) consecutive ten (10)-hour days with three (3) consecutive days off. Other types of alternative work schedules will be discussed and agreed to in writing by the Union, the employee(s) and the City. However, the City may agree to a change in the work schedule where necessary to

accommodate an employee as required by federal or state law. The City may also grant a reasonable request for a temporary change to the work schedule of an employee on a case-by-case basis.

C. Work Shift.

1. Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.
2. Except in exigent circumstances, the City shall schedule at least fifteen (15) hours between eight (8) hour shifts and at least thirteen (13) hours between ten (10) hour shifts. Employees will not be required to double-back on regular shift assignments, except as agreed upon under Section B above.

D. Job Sharing.

1. Any employee who wishes to participate in job sharing will submit a written request to the supervisor to be considered for a job share position. The City shall notify the employee requesting the job share of the City Manager's decision in writing within two (2) weeks of the date of the request.
2. Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a pro rate of hours worked in a month. Individual salary review dates will be established for job share employees.
3. Job sharing employees shall be entitled to share the full Employer contribution toward health, vision and dental insurance benefits for one (1) full time position based on a pro rate of regular hours scheduled per week or per month, whatever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full time employee.
4. For purposes of layoff, individuals filling a job share position which totals a full time equivalent shall be considered as one (1) full time position. Seniority shall be determined by averaging the length of service of the two (2) employees and two (2) employees shall be treated as one (1). Regular status employees who are filling a job-sharing position and who elect not to be treated as one (1) full time equivalent shall be considered regular part-time employees.
5. If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from City service, the City has the right to determine if job sharing is still appropriate for the position. If the City determines that job sharing is not appropriate for the position or the City is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis. Upon the written approval of the City, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote to a vacant position for which



the employee is qualified. If the above conditions are not available or acceptable, the employee agrees to resign.

- E. Rest Periods. All employees shall have a fifteen (15)-minute paid rest period during each one-half (1/2) shift which shall be scheduled as near to the middle of each one-half (1/2) shift as is feasible.
- F. Meal Periods. All employees shall be granted a thirty (30) minute or a sixty (60) minute unpaid meal period during each work shift, which shall be scheduled as near the middle of each shift as is feasible. The current length of meal periods may be changed by mutual agreement between the employee and supervisor.
- G. Call Back. Any employee called back to work outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2). Call backs within the same two (2) hour period will be considered one (1) call back for the purposes of this section. If the call back time work assignment and the employee's regular shift overlap, the employee shall be paid the call back time rate of time and one-half (1 1/2) until they complete two (2) hours work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

Call back on a holiday shall be as provided for in Article 9 (related to holidays) and shall be on the calendar day which is the actual holiday (and not the Monday or Friday on which the holiday is observed), and shall be paid at the double time rate; overtime on a holiday call out shall also be paid at the double time rate.

This section does not apply to on-call duty described in Section I of this Article, nor to scheduled overtime at the beginning of the work shift or workday or at the end of the work shift or workday provided forty-eight (48) hour notice has been given and the overtime is consecutive with the shift hours or work.

- H. When the City requires Public Works and Parks employees to work during City events, supervisors will:
  - (a) first ask for volunteers and
  - (b) then use a rotating reverse seniority list.
- I. Overtime.
  - 1. When employees are required to work overtime, the City may provide compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) times the employee's regular rate of compensation. Overtime is defined as any hours worked over the regularly scheduled hours in any workday as defined in Article 5. B or any hours in excess of forty (40) hours in one (1) workweek.

Compensatory time accumulation shall not exceed forty (40) hours. Upon the accrual of forty (40) hours, no further compensatory time shall accrue until the employee uses compensatory time thereby creating room under the cap for further

accrual. Employees may request to take compensatory time off and shall be permitted by the City to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City.

2. Employees who must work beyond their regular quitting time shall receive fifteen (15)-minute paid rest period before they perform additional work. In addition, they shall be granted the regular rest periods as set forth in Article 5, Section E.
- J. On Call Duty Pay. When the City requires an employee to carry a City-owned cell phone in order to respond to calls concerning City business, the City shall pay the employee a flat rate of pay of \$275.00 (two hundred seventy-five dollars) for seven (7) consecutive calendar days. If a recognized holiday (other than personal days) occurs during those seven (7) consecutive calendars days, the City will pay the employee an additional \$50.00 (fifty dollars.) On the rare occasions in which an on-call Employee must simultaneously work, the City is responsible to replace the Employee if the Employee is called to more urgent duty. Hours of on-call duty performed do not count in the calculation of hours worked for overtime pay. During that period the employee shall respond by telephone within fifteen (15) minutes of the call. If the call requires the employee to come to work on site, the employee must arrive at the public works yard within thirty (30) minutes of the end of the call, and must arrive at the work site no later than forty-five (45) minutes from the end of the call. Work performed pursuant to the on-call employee being called to work shall be paid at the overtime rate for a minimum of two (2) hours pursuant to Section G of this Article on call back.

An appropriate communications device shall be provided. On-call duty is mandatory for all employees designated by the Public Works Director or his/her designee as qualified. This section does not apply to an employee not on-call who is required to return to work in response to a call back described in Section G of this Article.

- K. Work Schedules. Work schedules stating the employee hours of work shall be placed on the bulletin boards in respective work areas.
- L. Job Descriptions. All employees of the City shall receive a job description with their duties and responsibilities fully outlined upon request. Employees may request the copy from their immediate supervisor or from Human Resources.
- M. Reporting Time.
1. An employee who is scheduled to report for work and who presents themselves for work as scheduled shall be assigned to at least two (2) hours of work.
  2. If work within the bargaining unit is not available, the employee shall be excused from duty and paid, at their regular rate, for two (2) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

3. If an employee reports for and starts to work as scheduled, and is excused from duty before completing two (2) hours work, the employee shall be paid, at their regular rate, for two (2) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

## **ARTICLE 6: WAGES**

- A. Rate of Pay. Each employee shall be paid at one (1) of the steps in the range prescribed for his/her classification as set forth in attached Appendix A.

Effective July 1, 2021, wages will be increased 2% (two percent) as reflected in Appendix A.

Effective July 1, 2022, wages will be increased by minimum of 3% (three percent) and a maximum of 4% (four percent) based on the average annual increase of the CPI-U Pacific Cities for calendar year 2021.

Effective July 1, 2023, wages will be increased by a minimum of 3% (three percent) and a maximum of 4% (four percent) based on the average annual increase of the CPI-U Pacific Cities for calendar year 2022.

- B. Beginning Salary. Normally an employee will be appointed or reinstated at the first step of the range established for his/her classification. The City may make an appointment or reinstatement above the first step.
- C. First Six (6) Months of Service. A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service.
- D. Additional Increases. An employee is eligible for consideration for an additional increase at the end of twelve (12) months continuous service following the last in-range increase on the first payroll period following the anniversary date.
- E. Step Increase Criteria. Step increases shall be awarded on the first payroll period following the anniversary date if an employee has demonstrated satisfactory work performance. Satisfactory performance will be assumed unless the employee has received formal discipline for just cause during the six (6) months immediately preceding his/her anniversary date, or counseling or other corrective action, and a performance review that rates overall performance as below acceptable. If an employee's wage increase is withheld or top step wages are reduced one (1) step, the employee will receive quarterly evaluations until satisfactory performance qualifies the employee for the next step increase. **[Note: The City may reduce an employee one (1) pay step from top step in the event of unsatisfactory performance under the same circumstances and with same process as applies to withholding steps for poor performance.]**

- F. Pay Day. Employees shall be paid on the 15<sup>th</sup> and on the last day of each month. If either falls on a Saturday, Sunday or a holiday, employees shall be paid on the last working day preceding the 15<sup>th</sup> or preceding the last day of the month.
- G. Out of Class Pay. Employees assigned in writing by the Department Director or his or her designee(s) and approved by the City Manager to perform the duties of a higher paid position for more than a total of ten (10) consecutive working days shall be paid for all such work, retroactively to the first day of the assignment, five percent (5%) of the employee's base salary.
- H. Bilingual Premium Pay.
  - (a) The City will pay an additional two hundred dollars (\$200) per month to any employee who meets one (1) of the following criteria:
    - (i) Employee was hired through a recruitment that specifically stated "Bilingual required" as a job qualification. The successful applicant passed a written and oral exam testing fluency in Spanish. Applicants hired into "bilingual preferred" positions are not entitled to bilingual pay, but may qualify at a later date as provided in subsection (ii).
    - (ii) A current employee who does not otherwise qualify for bilingual pay under this section will receive bilingual pay if (a) the City subsequently determines the position requires bilingual skills and (b) the employee has passed a written and oral exam testing fluency in Spanish.
  - (b) An employee eligible for bilingual pay will not lose such pay during absences. Employees eligible for bilingual pay will receive bilingual pay so long as the City determines that use of such skills in the performance of duties is significant or necessary. Upon the City's determination that use of such skills in the performance of duties is no longer significant or necessary, no bilingual pay will be paid commencing the pay period following the written determination, with a copy to the employee.

Oral and written testing qualifications will be at the discretion of the City based on the operational needs.

## **ARTICLE 7: RETIREMENT**

- A. Oregon Public Employee Retirement System ("PERS").
  - 1. For purposes of this Section 7A, "employee" means an employee who is employed by the City and is covered by the provisions outlined in ORS Chapter 238.
  - 2. Retirement Contributions. On behalf of employees, the City will continue to participate in and make contributions to PERS. The City does not "pick up" the six

percent (6%) employee contribution to the Public Employees Retirement Fund.

B. Oregon Public Service Retirement Plan Pension Program (“OPSRP”) Members.

1. For purposes of this Section 7B, “employee” means an employee who is employed by the City on or after August 29, 2003, and who is not eligible to receive benefits under ORS Chapter 238 for service with the City.
2. Retirement Contributions. The City will make contributions to OPSRP in accordance with ORS Chapter 238A. The City does not “pick up” the six percent (6%) employee contribution. Contributions to Individual Account Programs will be made in accordance with the law.

**ARTICLE 8: HEALTH & WELFARE**

A. Plans Offered. The City shall provide full family medical, dental and vision coverage for the life of this Agreement through CIS Regence Blue Cross Blue Shield Plan Co-Pay Plan A, if available or a substantially comparable plan. The alternative plan available to employees is the Kaiser Medical Plan B with prescription, vision, and dental coverage.

B. Premium Contribution. The City will contribute ninety percent (90%) of the cost of the employee’s monthly health care premium and the employee will contribute ten percent (10%).

C. Medical/Dental Insurance - Part-Time Employees

Part-time employees who work at least half time (1/2) may elect insurance coverage, and the City will contribute pro-rata based on hours worked.

D. The City shall provide Long Term Disability, Accidental Death and Dismemberment, and Life Insurance without cost to the employees.

**ARTICLE 9: HOLIDAYS**

A. All regular employees of the City shall be entitled to the holidays listed below with pay.

1. New Year’s Day
2. Martin Luther King Jr.’s Day
3. Presidents’ Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans’ Day
8. Thanksgiving Day
9. The Day after Thanksgiving Day
10. Four Hours Christmas Eve, December 24\*

- 11. Christmas Day
- 12. Four Hours New Year's Eve, December 31\*

Two (2) personal days per fiscal year, which days must be used during the fiscal year in which they accrue – these are not cumulative. Personal days not used will expire on June 30 of each year. New employees hired between July 1 and December 31 shall be credited with two (2) personal days. New employees hired between January 1 and June 30 will receive one (1) personal day.

\*This benefit is payable only when Christmas Eve or New Year's Eve falls on Monday evening through Friday evening and City Hall and/or other City facilities are closed early on Christmas Eve or New Year's Eve, employees who are required to work will be credited with four (4) hours personal holiday time for Christmas Eve and for New Year's Eve.

Part-time employees shall be entitled to the holidays on a prorated basis based upon the budgeted FTE of the position.

- B. If any such holiday falls on a Sunday, the following Monday shall be observed as the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Holiday benefits under this Agreement relate to the day of holiday observation.
- C. In the event the Congress or the President of the United States and the Legislature or Governor of the State of Oregon declares that a new legal holiday shall be observed, the City and the Union shall bargain concerning this Article.
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.
- E. If the City and an employee agree that the employee will work on a holiday, they may agree to substitute a floating holiday, to be used sometime over the next three (3) months following the holiday worked.

**ARTICLE 10: VACATION**

- A. Vacation Accrual – Represented Full Time Employees: Employees shall accumulate vacation in the following manner:

Years of Service	Hours of Vacation Per Month	Weeks Per Year	Days Per Year
0 through 3	8	2.4	12
4 through 9	11	3.3	16.5
10 through 15	14	4.1	21
16 through 19	15.67	4.8	23.5
20 +	16.67	5	25

Part-time employees shall accrue vacation leave on a prorated basis based upon the

budgeted FTE of the position. Vacation leave maximum accrual shall also be prorated. The date of original hire shall be used for calculating accrual rates.

- B. Eligibility. New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. One (1) week of vacation may be taken after satisfactory completion of six (6) months of employment.
- C. Maximum Accrual. Employees may accrue up to 300 hours of vacation leave with pay prorated for part time employees. When an accrual reaches 300 hours for any employee, no further vacation hours shall accrue until the employee uses them, thereby creating room under the cap. New employees shall not be eligible to use vacation leave during their period of probation
- D. Required Use. Employees shall be required to take at least forty (40) consecutive work hours of vacation per year; paid holidays that occur during approved vacation leave do not count toward the forty (40)-hour requirement. Based upon a prorated calculation, part-time employees shall be required to take one (1) consecutive week of accrued vacation leave.
  - 1. Vacations shall be granted for the time requested by the employee provided this does not conflict with the needs of the City.
  - 2. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority who has chosen vacation leave by April 1 shall be given preference.
  - 3. The City will approve or deny requests for vacation leave made after April 1 on a first come first served basis.
- E. Management of an employee's time off balance is the employee's responsibility. Special arrangements will be made on a case-by-case basis to accommodate employees whose approved vacation leave was canceled by the City. When vacation was canceled by the City, the cap shall be temporarily waived on accrual limits for a reasonable amount of time until the employee is allowed to take vacation.
- F. Any employee who is requested to and does work during their vacation period shall be paid for regular work hours at the rate of time and one-half (1 1/2) of their regular rate and for overtime hours at a rate of two and one-half (2 1/2) time their regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.
- G. Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he or she has accumulated at the time of separation.
- H. Statements of vacation accruals shall be supplied monthly to each employee.

- I. If a holiday occurs during the calendar week in which a vacation is taken by an employee, that day shall be charged to holiday and not vacation.

#### **ARTICLE 11: SICK LEAVE**

- A. 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. Such leave shall accrue from the date of employment. Such leave shall not be accumulated in excess of one thousand one hundred twenty (1120) hours. Part-time employees shall accrue sick leave on a prorated basis based upon the budgeted FTE of the position. Sick leave maximum accrual shall also be prorated.
- B. Employees may use sick leave for any purpose permitted for the use of sick leave in Oregon's Sick Time Act. See Appendix B attached to this Agreement for a list.
- C. An employee who is unable to report to work because of the need to use sick leave shall report the reason for the absence to the employee's supervisor if available as soon as practicable prior to the start of the employee's shift. If the supervisor is not available, the employee shall call and notify the supervisor's office. In case of extended illness or injury, the employee shall call his or her supervisor at least once per week to update the supervisor as to the expected length of the employee's leave. The Department Head may require from the employee medical verification of the need to use sick leave from a health care provider who is qualified to treat the illness or injury that is the basis for the leave, at the City's expense, if the City has reasonable grounds to suspect that the employee is abusing sick leave or if the leave exceeds three (3) consecutive work days.
- D. Abuse of the sick leave benefit may be cause for discipline or discharge.
- E. Unused sick leave shall not be compensated for in any way except as provided in ORS 238.350 that accumulated unused sick leave will be reported to PERS to increase benefits at time of retirement in accordance with PERS sick leave fold-in statutes.
- F. Sick leave shall be charged for actual time away from the job in half hour (30 minute) increments. Each employee shall be provided with a monthly report of his/her accumulated sick leave.
- G. Sick Leave Donation - Employees are eligible to request sick leave donations pursuant to the City's policy.

#### **ARTICLE 12: LEAVES OF ABSENCE**

- A. Leave Request. Employees may request a leave of absence with or without pay in addition to entitlements for the purposes specified in this Article. Each request shall be reviewed by the City Manager or his/her designee on its merits and on the basis of the guidelines provided in this section.



- B. Bereavement Leave. In the event of death in an employee's immediate family or immediate household, the employee shall be granted up to three (3) days leave of absence with full pay. If the funeral/memorial service will be held more than two hundred fifty (250) miles from the City, the employee shall be granted up to two (2) additional days for travel and personal considerations without loss of pay. Thereafter, additional bereavement leave may be granted by the Department Head. Subject to the limits of OAR 839-009-0240, employees may take additional time as provided by OFLA, ORS 659A.159 and OAR 839-009- 230(1) through (5). For purposes of this Agreement, an employee's immediate family is defined as spouse, parents, children, step-children, step-parents, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law, nieces and nephews. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. This leave is noncumulative. In the event of an employee's funeral, fellow employees will be granted up to four (4) hours of paid time off work as necessary in order to attend the funeral services, subject to operational needs of the City.
- C. Witness/Jury Duty Leave. The City shall grant leave with pay to an employee duly summoned for jury duty or subpoenaed as a witness when his or her testimony is required by the employee's job duties. Witness or jury duty leave will not affect vacation or sick leave accruals. Each employee shall deliver to the City all witness fees and fees for jury duty paid to him or her.
- D. Military Leave. A member of any U.S. military service, the National Guard or a reserve component of the Armed Forces of the United States or of the United States Public Health Service shall be entitled to a leave of absence from City service for a period not exceeding fifteen (15) calendar days in any one (1) calendar year for training and reserve duty. Such leave shall be granted without loss of time, pay or other leave. Employees shall have all other rights of military service members granted by Oregon and federal law.
- E. Conference/Convention Leave. Decisions concerning attendance at conferences conventions or other meetings at City expense shall be made by the Department Head with the approval of the City Manager. Permission may be granted on the basis of an employee's participation in or the direct relation of their work to the subject matter of the meeting. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.
- F. Temporary Leave. Leaves of absence for a limited period, not to exceed thirty (30) days, may be granted for any reasonable purpose. Such leaves will be unpaid or paid by the use of existing leave accumulations at the choice of the employee, and may be extended or renewed upon approval of the City Manager.
- G. Union Leave. Employees elected or selected by the Union to an office or position which takes them from their employment with the City, at the written request of the Union, may be granted unpaid leave of absence not to exceed five (5) consecutive days per absence.
- H. Parental/Family Leave. Unpaid leave may be taken pursuant to state and federal law and

shall run concurrently.

### **ARTICLE 13: TRAINING**

- A. Training. Training will be defined as training that is required by state law or specialized training for job assignments as directed by the Department Head or his/her designee.
1. All reasonable related expenses mutually agreed upon before the employee leaves for any mandatory training shall be paid by the City. Such reasonable expenses shall include but not be limited to:
    - a. Course or seminar fees and/or tuition;
    - b. Required books, course materials, etc.; and
    - c. Meals, lodging, and travel (if travel is by automobile, use of City vehicle or mileage for personal vehicle) per guidance from the Internal Revenue Service.
  2. The Department Head shall endeavor, subject to reasonable operating needs, to distribute mandatory training funds equitably among all department employees.
  3. The City may approve voluntary training to be attended by employees on whatever basis the City and the employee agree upon. Once the City has approved voluntary training for an employee, the employee is expected to put forth the time and effort necessary to complete the training. Failure to do so could result in appropriate corrective disciplinary action.
- B. Education Assistance. The City of Cornelius provides training and education opportunities for its employees, recognizing the benefits of a well-trained and properly educated work force.

Educational assistance will be available to employees if the education is directly related to the employee's position and if it is expected to (a) increase the employee's knowledge within the duties expected of the position, or (b) qualify the employee for advancement.

1. Employees must obtain prior approval from their Department Head and the City Manager and will be reimbursed at one hundred percent (100%) for tuition at a grade "C" or above for community college classes, seminars, workshops, bachelor and advance degree programs to a maximum of one thousand five hundred dollars (\$1,500) per employee per fiscal year if funds are available.
2. Classes must be taken outside the employee's normal working hours. If the class is only available during normal working hours, arrangements must be made with the immediate Department Head and City Manager prior to enrollment.
3. The City will budget a minimum of one thousand five hundred dollars (\$1,500) in

the General Fund and one thousand five hundred dollars \$(1,500) in the Street and Utility operating funds for tuition reimbursement unless competing priorities dictate otherwise in the opinion of the City Council.

4. When training, which is directly related to the job, which is voluntary is taken at an educational institution, the City may consider requests to pay tuition, fees and books in advance based on conditions the City may establish case-by-case. If the course is not completed with a “C” or better, or if other conditions are not met, the City may recoup the money advanced by payroll deduction.
- C. Employees are expected to demonstrate a commitment to the City by continuing employment for at least twelve (12) months after tuition reimbursement. If employment is terminated, for any reason, within twelve (12) months of tuition reimbursement, employees will reimburse the City and authorize payroll deduction for the amount of reimbursement to a maximum of one thousand five hundred dollars (\$1,500).

#### **ARTICLE 14: CLOTHING/CLEANING**

- A. The City shall provide any uniform items required for the position, including but not limited to shirts, jackets, vests, coveralls, gloves, safety glasses, rain gear, steel toed rubber boots, hats and necessary replacements. The City shall provide an annual stipend of three hundred dollars (\$300) for the purchase of safety shoes or boots to each employee in the classifications below, if needed for the position.

Utility Maintenance I  
Utility Maintenance II  
Facilities Maintenance I  
Facilities Maintenance II  
Fleet Technician  
Water Technician  
Engineering Technician

This stipend will be provided on the first payroll of the fiscal year, typically July 15<sup>th</sup>. This may be a taxable benefit per applicable IRS regulations.

- B. The City shall launder uniforms for each employee as per OR-OSHA regulations.

#### **ARTICLE 15: PROBATION**

- A. Probationary Period.
1. All original appointments shall be tentative and subject to a probationary period of six (6) months of service. At or about the three (3)-month anniversary of employment, the employee shall receive an initial written performance evaluation. Upon agreement by the City and the Union, probation may be extended up to six (6) additional months. Time spent on extended leave (leave greater than two (2)

consecutive weeks) does not count towards the six (6) months of service required to complete the probationary period. Probation shall end only upon receipt of a written performance evaluation indicating satisfactory or better. If a written evaluation is delayed more than one (1) month, the employee will have been deemed to have passed the probationary period.

2. Upon satisfactory completion of the probationary period as judged by the City in a written performance evaluation, the employee shall be considered as having demonstrated qualifications for the position, shall gain regular status, and shall be so informed in writing through the supervisor. Upon attaining regular status, the employee shall be so informed in writing concerning eligibility for a step increase.
3. During the probationary period, an entry probationary employee may be terminated at any time without appeal and without recourse to the grievance and problem solving process of this Agreement. In this event of termination, neither the probationary employee nor the Union may use the grievance procedure on behalf of the probationary employee.

#### **ARTICLE 16: SENIORITY AND HIRE DATE**

- A. Seniority shall be determined by the employee's length of continuous service within the bargaining unit since the last actual date of hire by the City plus time spent in unsuccessful probation in a promotional position in the City. Part-time employees will accrue seniority on a pro rata basis by which each eight (8) hours of work shall be counted as one (1) day of service. Time spent on approved leave up to a maximum of one (1) year shall not constitute a break in seniority. Employees on military leave continue to accrue seniority for the duration of the leave. "Length of continuous service" shall not be broken by layoff which ends in recall to a City position.
- B. Ties in seniority shall be broken by lot.
- C. For employees hired before July 1, 2001, the employee's anniversary date shall be as if he/she were hired on the first day of the month.
- D. The anniversary date for an employee hired after July 1, 2001, and between the first and fifteenth day of the month will be considered the first day of that month. The anniversary date for an employee hired between the sixteenth and last day of the month will be considered the first day of the following month.
- E. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue until such time that the employee is moved back into the bargaining unit or the interim status is changed to permanent.
- F. A bargaining unit member promoted into management may bump back into the bargaining unit for up to but no longer than six (6) months following the promotion into the management position. Time in management service will be excluded from bargaining unit

seniority calculation.

## **ARTICLE 17: PROMOTION AND TRANSFER**

- A. Promotion is the change of position for an employee from a position in one (1) class designation to a position in a class assigned to a higher salary range.
1. Any job vacancy may be filled by promoting qualified employees within the City service. The City may recruit and appoint applicants from outside the City service when there may be better-qualified applicants available outside the City service.
  2. All vacancies will be posted electronically via e-mail to all City employees in a manner sufficient to notify all potentially affected employees, and a hard copy shall be distributed to each department for posting on the department bulletin board.
  3. The appointment to fill a vacancy shall be made on a competitive basis utilizing criteria established by the City. Subject to ORS 408.225 to ORS 408.237, (Oregon's Veteran's Preference in Public Employment statute) where qualifications and ability are equal, seniority within the City service shall be the determining factor.
  4. Promotional probation appointments shall be for six (6) months, during which time, the City may return or demote the promoted employee to his/her former position for reasons that are not arbitrary or capricious. If the employer or employee exercises the options above and further staff movements are necessary, there shall be sequential downward bumping in reverse order of that which filled the open position created by the promotion addressed in this paragraph. These demotions shall occur without recourse to the grievance and problem solving process of this Agreement.
  5. By mutual agreement between the City, the employee and the Union, on a non-precedent setting case-by-case basis, the promotional probationary period may be extended for a time period up to an additional six (6) months.
  6. At or about three (3) months following promotion, the employee will be given a written performance evaluation.
- B. Transfer is a change of an employee from one (1) position to another in the same class or to a position in a comparable class within the City service.
1. Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the employee's present Department Head and referred to the appropriate Department Head and the appointing power.
  2. Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which he/she does not possess the minimum qualifications. No requests for transfer under this section will

be denied for arbitrary or capricious reasons.

### **ARTICLE 18: LAYOFF AND RECALL**

- A. Employees shall be laid off in reverse order of their seniority within each department and by classification.
- B. Temporary employees will not be used to fill laid off bargaining unit positions. All temporary and probationary employees shall be laid off before any permanent bargaining unit employees are laid off within the same classification. This does not apply to seasonal employees. A seasonal employee is an employee who is employed to fill authorized positions for a limited duration to perform seasonal work during the seasonal periods, March 1 to September 30, and October and November by mutual agreement.
- C. A layoff is defined as a separation from the City due to the reduction or elimination of a position. All affected employees and the Union shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the positions to be laid off. The parties will then meet within ten (10) working days of receipt of layoff notice to identify the options. The parties will then meet again within ten (10) working days of the previous meeting to complete the process, or within such other times as the parties mutually agree.

Employees shall have the following options:

- 1. Accept the layoff;
  - 2. Request assignment to a vacant position within the department for which they possess the necessary qualifications;
  - 3. Displace the employee with the lowest seniority in the same classification and department in the City if the employee is qualified for the position;
  - 4. Displace the employee with the lowest seniority in another classification in the same department if the employee is qualified for the position; or
  - 5. Displace the employee with the lowest seniority in the City in a classification in which the employee has prior service.
- D. Qualification
- 1. The qualification of an employee to bump shall depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at a satisfactory level of performance with minor on-the-job orientation. If the City finds the employee is not satisfactorily performing the job duties, the employee may be laid off and replaced with the employee displaced from that position. The laid off employee will be placed on the layoff list.

E. Placement

1. Employees who displace an employee in a lower pay range shall be paid the salary closest to their current salary in the pay range of the displaced employee.

F. Recall

1. Employees who are laid off shall be placed on a layoff list by classification from which the employee is laid off. Employee shall be recalled by email notice to the employee's personal email address and mail to available vacancies in positions from which they were laid off in seniority order beginning with the employee with the highest seniority. An employee shall remain on the recall list for twelve (12) months.
2. Reappointment or failure of the employee to accept by reply email or by mail the former position from which the employee was laid off shall result in the employee's removal from the layoff list and the end of his or her right to recall. The employee will have seven (7) calendar days to accept the City's notice of reappointment by reply email or mail. An employee recalled to a position other than that of layoff may opt to remain on the layoff list for the possibility of being recalled to the position from which he or she was laid off without losing the right of recall.
3. All employees on the layoff list have priority over outside hiring provided the employee is fully qualified and can perform the duties of the job in the same or in a lower classification.
4. Upon recall to any position in the City a recalled employee shall have restored all accruals of previously unused sick leave, and shall be entitled to credit for service for purposes of the rate at which vacation hours accrue and longevity.
5. If recalled to a different position in the same classification or in a different classification, then the employee shall be placed on probation for six (6) months. The employee will be placed at the step and range closest to that held when laid off. For the purpose of a step increase in wages, a new anniversary date will be established as the date of return to work.
6. If recalled to the former position, the employee will serve no probation period. The employee will return to the same range and step as when laid off and will have a new anniversary date for purposes of step increases.
7. Employees on layoff must keep the City informed of their most current mailing address, email address and telephone number during the period of layoff. Failure to do so results in forfeiture of any entitlement under this Agreement to recall or return to work.

## **ARTICLE 19: PERSONNEL FILES**

- A. Each employee shall have the right, upon request, to review and obtain copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City. The official personnel file shall be maintained by the City Manager or their designee. There will be no copy charges for the first set of copies obtained in each contract cycle. Copy charges for additional copies requested in the same contract cycle shall be at the cost for photocopies charged by the City to the public.
- B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or their designee, and/or selected City officials authorized by the City Manager. This restriction shall not limit City use of the record as necessary or disclosure as required by law.
- C. No portion of the employee's file shall be reproduced without the written consent of the employee, or otherwise in any manner unless required by the City's needs or by Oregon law.
- D. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including employee evaluations, written reprimands, suspensions or discharge, and shall be given a copy of the same. Signing does not necessarily indicate agreement. If an employee refuses to sign or is absent from work, that fact shall be attested to in writing on the document when it is placed in the file. An employee may respond, in writing, to any item placed in such personnel file, and the response shall be factual and shall be attached to the item responded to.
- E. Written reprimands or other derogatory materials shall be purged from the file after satisfactory performance for an adequate period as determined by the City. This does not apply to disciplinary suspensions and more severe discipline. Purged materials shall be retained in a separate system of records for purposes of the City unrelated to enhancing discipline or employee performance or qualification assessments.

## **ARTICLE 20: EMPLOYEE EVALUATIONS**

- A. As part of the City's personnel system, each employee shall be evaluated in writing upon completion of their probationary period and at least once a year on or before their anniversary date.
- B. An employee may provide a written response to an evaluation. The response shall be a factual statement relating to the content of an evaluation and shall be maintained with the original evaluation in the employee's personnel file.
- C. An employee shall receive a copy of any written employee evaluation report. If an employee wishes to file a factual statement, it must be filed within fifteen (15) work days following receipt of the evaluation by the employee. Performance evaluations are not subject to the grievance procedure. If an employee receives a less than satisfactory review



and is denied a step increase, then the City shall continue to evaluate performance in writing at three (3) month intervals until performance deficiencies are corrected or the City determines that it must take disciplinary action. Unsatisfactory evaluations may be grieved based solely on accuracy of the facts specifically alleged of the employee's performance.

### **ARTICLE 21: DISCIPLINE AND DISCHARGE**

- A. Discipline. Forms of discipline may include oral or written reprimands, suspension, demotion, and termination but are not limited to these forms. Oral reprimands are not subject to grievance. Discipline may also be imposed in the form of loss of vacation accruals or temporary reduction in pay steps. No regular status employee shall be disciplined except for just cause. Disciplinary action imposed upon an employee, except oral reprimands, may be protested through grievance and arbitration. Disciplinary action which results in a loss in employee compensation may be protested directly to the City Manager as specified in Article 22, Section B. 1 of this Agreement. Discipline shall be imposed in a manner which will not embarrass the employee before other employees or the public.
- B. Procedure. If the City determines there may be just cause for economic discipline, the City shall deliver to the employee and the Union a written notice of potential discipline, stating the principal grounds for such action, the general facts upon which potential discipline is based, and the range of discipline under consideration. The employee shall be permitted an opportunity to offer explanation, defense, and mitigation to the decision maker before the discipline is imposed. Grievances of the discharge of an employee shall be directed to the City Manager as specified in Article 22, Section B. 1 of this Agreement.
- C. Probationary Employees. This Article shall not apply to any employees on initial probation under the terms of this Agreement.

### **ARTICLE 22: PROBLEM RESOLUTION PROCESS**

- A. Except as specified elsewhere in this Agreement, all disputes concerning matters covered by this Agreement will be resolved through this process.
  - 1. If an employee, group of employees, or the Union believes that a problem exists, the employee, group of employees, or Union shall notify the appropriate supervisor of the problem and the affected parties. Such notification must be in writing and must occur within fifteen (15) calendar days of the actual occurrence which gave rise to the problem or within ten (10) days of the date that the employee should have reasonably known of the problem.
  - 2. The supervisor, affected employee(s), and a Union representative will meet no later than fifteen (15) calendar days after notice of the problem to make a good faith attempt to resolve the problem informally. To encourage the informal resolution of disputes, the positions of the parties and any suggested settlement during the informal resolution process will not affect the rights of the parties if the dispute

results in a formal grievance.

3. For purposes of this Article, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problems or concerns in question.
4. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy sent to the City Manager and the Union. If a solution is not reached, a grievance may be filed.

B. Grievances.

1. If a dispute is not resolved by the process outlined Section A of this Article, the Union may file a formal grievance with the City Manager or his or her designee.
2. The grievance must be filed within fifteen (15) calendar days of the final meeting or when the Union is in receipt of a notice of disciplinary action involving suspension, demotion, loss of vacation accruals, temporary reduction in pay steps or discharge as specified in Article 21. Formal grievances must be in writing and must contain the Article violated, the date it occurred, the remedy sought, and general facts of the cause. Formal grievances must be presented to the City Manager or their designee; provided, however that their designee shall not be the person who took the action which is the subject of the grievance. The City Manager or their designee will then consider the grievance and respond in writing within fifteen (15) calendar days of the delivery of the grievance.
3. If the Union does not accept the City Manager's written response, it must provide notice of its intent to arbitrate the grievance under Section C of this Article. The Union must provide the notice of intent to arbitrate to the City within fifteen (15) calendar days of receipt of the City's written response specified in Section B(2) of this Article.
4. Failure to submit a grievance to the City Manager or designee within the time limits established in this section will constitute a waiver of a party's right to under this Article to advance the grievance to arbitration, unless the parties mutually agree to extend the time limits.

C. Arbitration.

1. After either party has indicated its desire to take a grievance to arbitration, it shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators.
  - a. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot to strike the first name and proceed alternately in that order until the final name is left

on the list who shall then be the arbitrator.

- b. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.
- 2. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of this Agreement, nor to judge the reasonableness of any work rule or employment policy related to the grievance.
- 3. The arbitrator's decision shall be within the scope and terms of Agreement and shall not expand this Agreement or diminish the parties' rights and prerogatives. The decision shall be in writing and submitted to the parties not later than thirty (30) calendar days after the close of the hearing.
- 4. The arbitrator's fee and expenses shall be shared equally by the parties.

### **ARTICLE 23: NO STRIKE**

- A. During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this Article.
- B. In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make a reasonable attempt to secure an immediate and orderly return to work.

### **ARTICLE 24: OUTSIDE EMPLOYMENT**

- A. The employee shall be able to work in other jobs outside City employment so long as such jobs do not present a conflict of interest, affect the performance of their work duties for the City or subject the City or City employees to public criticism. The employee shall notify the Department Head and receive prior approval before entering into outside employment. Such approval shall be granted or denied solely on the limitations of this Article and shall not be unreasonably denied.

### **ARTICLE 25: SAFETY**

- A. The City and employees agree to abide by federal and state safety regulations per Oregon Administrative Rules. Safety and health issues should be brought to the attention of the City Safety Committee.

## **ARTICLE 26: LABOR MANAGEMENT COMMITTEE**

- A. The City and the Union shall each appoint not less than two (2) and no more than four (4) members to a labor management committee (LMC) for the bargaining unit.
- B. The LMC shall meet when requested by either party at mutually convenient times and places to discuss any matters pertinent to maintenance of good City-employee relationships. Each party shall advise the other at least seven (7) calendar days prior to such a meeting of the meeting and the subjects to be discussed. The LMC may issue such recommendations to the Union and to the City as are appropriate.
- C. The LMC is a non-bargaining discussion forum. The purpose of the LMC is to discuss those issues which impact both the bargaining unit and the City that are mutually agreeable to the parties. For example, the LMC may collaborate on the annual holiday luncheon. The parties may create such subcommittees as are deemed appropriate. The composition of the LMC and any sub-committee will be determined by mutual agreement. The LMC and the sub-committees, if any, may issue such recommendations of the Union and to the City as are appropriate.

## **ARTICLE 27: MID-TERM CHANGE**

- A. In the event the City elects or is compelled to change the status quo on a mandatory subject of bargaining, the parties agree that the bargaining requirements of Oregon law shall be complied with. The City shall provide written notice of the change to the Union; the Union may demand to bargain concerning the impacts of the change by delivering to the City Manager's Office written notice of its demand to bargain within fourteen (14) calendar days of its receipt of the City's notice, and if it does so, the parties shall meet to bargain in accordance with ORS 243.698. If ORS 243.698 is amended, either party may re-open this Article to bargain into conformity with Oregon law as amended. The notice required by this Article may be on paper and/or in an email delivered to Oregon AFSCME Council 75 and to the President of Local 3786-2.

## **ARTICLE 28: FUNDING**

- A. The parties recognize that revenue needed to fund wages and benefits provided by this Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The City guarantees it will pay the wages and benefits agreed upon in this Agreement, but does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided in this Agreement.

**ARTICLE 29: SAVINGS CLAUSE**

- A. Should any Article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by the Oregon Employment Relations Board, by any court of competent jurisdiction or become unlawful through a change in applicable state or federal statute, only the specific Article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

**ARTICLE 30: DURATION**

- A. This Agreement shall commence upon execution and remain in full force and effect until June 30, 2024.
- B. Either party must notify the other party, in writing, no later than February 15, 2024 of its intention to negotiate a successor agreement, in which event the negotiations shall begin no later than thirty (30) days after delivery of said notice.

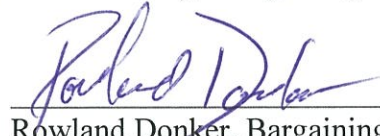
IN WITNESS WHEREOF the parties hereto have set their hand this 1st day of November, 2021.

**City of Cornelius Employee Union  
AFSCME Local 3786-2**

**City of Cornelius**


  
 \_\_\_\_\_  
 Laura Christy, Bargaining Team

  
 \_\_\_\_\_  
 Rob Drake, City Manager

  
 \_\_\_\_\_  
 Rowland Donker, Bargaining Team

  
 \_\_\_\_\_  
 Debby Roth, City Recorder /HR

  
 \_\_\_\_\_  
 Nicole Meck, AFSCME

  
 \_\_\_\_\_  
 Ashley Driscoll, City Attorney

Appendix A – Salary Schedule 2021-2022



Appendix A

CITY OF CORNELIUS EMPLOYEES UNION AFSCME 3786-2

FY 2021-22 SALARY SCHEDULE  
2% EFFECTIVE 7-01-2021

GRADE	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A5	<i>Facility Maintenance I</i>	Monthly	3,998	4,117	4,245	4,369	4,501	4,632	4,773	4,917
	<i>Support Specialist I</i>	Annual	47,976	49,404	50,940	52,428	54,012	55,584	57,276	59,004
	<i>Utility Maintenance I</i>									
A6	<i>Accounting Technician</i>	Monthly	4,278	4,406	4,537	4,674	4,814	4,959	5,108	5,259
	<i>Engineering Technician</i>	Annual	51,336	52,872	54,444	56,088	57,768	59,508	61,296	63,108
	<i>Facility Maintenance II</i>									
	<i>Fleet Maintenance Tech</i>									
	<i>Support Specialist II</i>									
	<i>Utility Maintenance II</i>									
A7	<i>Vacant</i>	Monthly	4,576	4,713	4,855	5,001	5,148	5,303	5,466	5,626
		Annual	54,912	56,556	58,260	60,012	61,776	63,636	65,592	67,512
A8	<i>Associate Planner</i>	Monthly	4,895	5,042	5,194	5,351	5,511	5,677	5,846	6,020
	<i>Program Coordinator</i>	Annual	58,740	60,504	62,328	64,212	66,132	68,124	70,152	72,240
	<i>Public Safety Support Specialist</i>									
	<i>Support Specialist III</i>									
A9	<i>Accountant</i>	Monthly	5,240	5,395	5,557	5,723	5,897	6,075	6,254	6,444
	<i>Senior Planner</i>	Annual	62,880	64,740	66,684	68,676	70,764	72,900	75,048	77,328
Longevity Grade										
AL5	<i>Same as above</i>	Monthly	4,964	5,014	5,065	5,116	5,168	5,218	5,271	5,322
		Annual	59,568	60,168	60,780	61,392	62,016	62,616	63,252	63,864
AL6		Monthly	5,311	5,366	5,420	5,474	5,529	5,585	5,638	5,695
		Annual	63,732	64,392	65,040	65,688	66,348	67,020	67,656	68,340
AL7		Monthly	5,682	5,740	5,796	5,855	5,913	5,974	6,033	6,093
		Annual	68,184	68,880	69,552	70,260	70,956	71,688	72,396	73,116
AL8		Monthly	6,081	6,142	6,204	6,264	6,330	6,392	6,455	6,520
		Annual	72,972	73,704	74,448	75,168	75,960	76,704	77,460	78,240
AL9		Monthly	6,507	6,572	6,636	6,704	6,771	6,840	6,907	6,975
		Annual	78,084	78,864	79,632	80,448	81,252	82,080	82,884	83,700

Appendix A

CITY OF CORNELIUS EMPLOYEES UNION AFSCME 3786-2

FY 2022-2023 SALARY SCHEDULE  
4% EFFECTIVE 7-01-2022

GRADE	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A5	<i>Facility Maintenance I</i>	Monthly	4,158	4,282	4,415	4,544	4,682	4,818	4,964	5,114
	<i>Support Specialist I</i>	Annual	49,896	51,384	52,980	54,528	56,184	57,816	59,568	61,368
	<i>Utility Maintenance I</i>									
A6	<i>Accounting Technician</i>	Monthly	4,450	4,583	4,719	4,861	5,007	5,158	5,313	5,470
	<i>Engineering Technician</i>	Annual	53,400	54,996	56,628	58,332	60,084	61,896	63,756	65,640
	<i>Facility Maintenance II</i>									
	<i>Fleet Maintenance Tech</i>									
	<i>Support Specialist II</i>									
	<i>Utility Maintenance II</i>									
	<i>Water Technician</i>									
A7	<i>Vacant</i>	Monthly	4,760	4,902	5,050	5,202	5,354	5,516	5,685	5,852
		Annual	57,120	58,824	60,600	62,424	64,248	66,192	68,220	70,224
A8	<i>Associate Planner</i>	Monthly	5,091	5,244	5,402	5,566	5,732	5,905	6,080	6,261
	<i>Permit Specialist</i>	Annual	61,092	62,928	64,824	66,792	68,784	70,860	72,960	75,132
	<i>Public Safety Support Specialist</i>									
	<i>Support Specialist III</i>									
A9	<i>Accountant</i>	Monthly	5,450	5,611	5,780	5,952	6,133	6,318	6,505	6,702
	<i>Senior Planner</i>	Annual	65,400	67,332	69,360	71,424	73,596	75,816	78,060	80,424
	<i>Parks Maintenance-Lead</i>									
Longevity Grade										
AL5	<i>Same as above</i>	Monthly	5,163	5,215	5,268	5,321	5,375	5,427	5,482	5,535
		Annual	61,956	62,580	63,216	63,852	64,500	65,124	65,784	66,420
AL6		Monthly	5,524	5,581	5,637	5,693	5,751	5,809	5,864	5,923
		Annual	66,288	66,972	67,644	68,316	69,012	69,708	70,368	71,076
AL7		Monthly	5,910	5,970	6,028	6,090	6,150	6,213	6,275	6,337
		Annual	70,920	71,640	72,336	73,080	73,800	74,556	75,300	76,044
AL8		Monthly	6,325	6,388	6,453	6,515	6,584	6,648	6,714	6,781
		Annual	75,900	76,656	77,436	78,180	79,008	79,776	80,568	81,372
AL9		Monthly	6,768	6,835	6,902	6,973	7,042	7,114	7,184	7,254
		Annual	81,216	82,020	82,824	83,676	84,504	85,368	86,208	87,048



## Appendix B – Purposes for Which Sick Leave May Be Used

Employees are entitled to use the City's sick leave benefit for the following purposes.

Reference to "family member" means the spouse of an employee, the biological, adoptive, step or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, the sibling or sibling in-law of the employee, the legal ward of the employee living in the employee's household or a person with whom the employee was or is in a relationship of in loco parentis.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.