

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF ST. HELENS**

**and**

**THE CITY OF ST. HELENS GENERAL EMPLOYEES**

**LOCAL 1789, COUNCIL 75**

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

**July 1, 2022 to June 30, 2025**

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## **ARTICLE 1 RECOGNITION**

a) City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other working conditions for all employees who work at least 24 hours per week; excluding supervisory employees, seasonal employees, temporary employees, and confidential employees. Employees scheduled to work less than 24 hours per week shall not be subject to the following articles of this Agreement: Seniority, Layoff, Vacations, Sick Leave, Short- and Long-Term Disability Coverage, Holidays and Insurance. Twenty-four (24) hours as used in this section refers to regularly scheduled hours, and ordinarily will be determined based on annualized hours of the work schedule (that is, 24 hours per week equates to 1248 hours for the year). However, where such employee works an 8-hour day before and after a holiday, the employee will be entitled to holiday pay. Employees working at least 24 hours per week but less than 40 hours per week shall receive all benefits listed in the Agreement on a pro rata share based on hours scheduled to work. Seasonal/Temporary employees performing bargaining unit work shall not be employed for more than ninety (90) days in a twelve (12) month period, except in extenuating circumstances, the City may request in writing from the union a one (1) time waiver to extend an employee's seasonal/temporary employment by an additional ninety (90) days.

b) Employees hired under federal or state grants or funding through joint programs with other agencies shall be subject to this contract to the extent such coverage is consistent with the terms of such grant or agreement.

c) Should the City establish a new position or substantially change the duties of an existing position where either position would belong in the bargaining unit, the City shall notify the Union of the new position or reclassified position, including providing to the Union a copy of the position description and proposed pay rate.

d) In the event the Union does not agree with the pay rate and so notifies the City, the parties shall within ten (10) working days enter into negotiations. Should negotiations fail to settle the pay rate, the pay rate in dispute shall be submitted to arbitration per Article 6 – Settlement of Disputes.

e) The City shall be able to pay the proposed rate pending the decision of the arbitrator.

## **ARTICLE 2 UNION SECURITY**

### Section 1. Membership, Dues Deduction and Holder of Record.

Employees covered by this Agreement shall have the right to become members of the Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Union shall notify the City of the current rate of dues and other authorized deductions in a timely manner, which will enable the City to make the necessary payroll deductions as specified by the Union. The City agrees to deduct the

uniformly required Union membership dues and other authorized fees or assessments from the pay of those employees who have authorized such deductions in writing by furnishing to the City written evidence of the employee's consent and authorization for wage deductions as may be documented by AFSCME periodically. The City shall deduct from the pay of bargaining unit employees who have authorized the deduction, the specified amount for payment to AFSCME Council 75. The City will remit the aggregate deductions together with an itemized statement to the AFSCME Council 75, during the first week of the succeeding month after such deductions are made.

Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

### Section 2. Indemnification.

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 any action taken pursuant to the provisions of this article. In addition, the Union and the City shall cooperate in order to correct dues check off errors, payroll errors including the erroneous overpayment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

### Section 3. Union Representatives.

a) Members of the bargaining unit elected to serve as authorized representatives of the Union shall perform their duties as representatives of the Union on their own time, except as provided elsewhere in this Agreement.

b) Bargaining unit members may be selected by the Union to act as Union representatives and shall be known as "stewards." The names of the employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Local Union.

c) Accredited AFSCME Council representatives or International representatives shall have access to the premises of the Department for the purpose of formal grievance handling as long as operations are not unduly interrupted, provided that the representative checks in with the duty supervisor upon entering the facility.

### Section 4. Union Business During Work Hours.

a) For the purposes of bargaining a successor agreement or mid-term bargaining the City will provide paid release time for up to four (4) designated union representatives who are members of the unit. The Union shall notify the City in writing of designated team members.

b) One (1) shop steward will be permitted without loss of pay to attend meetings during work hours which are scheduled by the City with City representatives relating to labor relations.

c) In the event a member of the Union is appointed as a delegate to attend conventions, conferences and/or meetings in connection with Union affairs, such employee shall be granted leave from the Union Bank if the City is provided reasonable notice in writing and such leave will not impose an undue hardship on the City. The City shall establish a Union Bank for this leave in the amount of eighty (80) hours available to be used for this purpose, which amount shall be adjusted to be eighty (80) hours as of July 1 of each Fiscal Year.

#### Section 5. Union Orientation.

The Employer will provide the Union up to thirty (30) minutes to make a presentation to new employees at a time and place mutually agreeable to the parties. The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and collection of membership applications. This time is not to be used for discussion of labor/management disputes.

### **ARTICLE 3 MANAGEMENT RIGHTS**

a) It is recognized that an area of responsibility must be reserved to the City if the government is to serve the public effectively. Except to the extent expressly abridged by a specific portion of this Agreement, it is recognized that the responsibility of management are exclusively functions to be exercised by the City, including, but not limited to, the following listed management functions:

1. The determination of the governmental services to be rendered to the citizens of the City's service area.
2. The determination of financial budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other terms of this Agreement.
4. The management and direction of the work force including the right to determine the methods, processes, and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer, and retain employees; the right to discipline; the right to lay off; 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 right to contract or subcontract any work. However, whenever the City anticipates that bargaining unit FTE will be reduced by contracting out work which a bargaining unit member otherwise would perform; the City will provide the Union at least thirty (30) days-notice of the City's intention to contract out such work and offer

the Union the opportunity to discuss the City plan, and effective means to minimize the impact of such action on bargaining unit members before implementation. If the City Administrator determines that time is of the essence, the City will provide the Union with notification of the intent to contract out prior to implementation. This in no way shall preclude the use of temporary employees.

b) This Article shall not preclude the Union and the City from meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties subject to the terms of Article 28 Amendments and Termination.

#### **ARTICLE 4 NO STRIKES**

There shall be no strikes and no lockouts during the life of this Agreement.

#### **ARTICLE 5 BULLETIN BOARDS**

Each department of the city where there are members of the bargaining unit shall provide bulletin board space for the posting of official Union business. Union postings shall be dated and signed by a Union official.

#### **ARTICLE 6 SETTLEMENT OF DISPUTE**

##### Section 1. Grievance Definitions.

**Grievance:** Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner.

**Working Days:** A working day is defined as Monday through Friday during regular business hours excluding holidays.

##### Section 2. Exclusive Remedy.

Grievances shall be initiated and processed in the manner provided herein, which the parties mutually acknowledge to be an exclusive and binding process for the resolution of disputes constituting grievances.

##### (A) STEP ONE

Within fifteen (15) working days of the time when the bargaining unit member(s) became aware of or should have been aware of the circumstance or circumstances giving rise to a grievance, the bargaining unit members affected shall meet with their immediate departmental supervisor or supervisors to attempt to informally and amicably resolve the dispute without further filings. The City and the union members shall make a reasonable effort to put the Union representative and President on actual notice of any such meeting.

## (B) STEP TWO

Should the meeting described in Step One not suffice to resolve the grievance, a union shop steward or council representative shall file a written grievance with the department head, no later than twenty (20) working days from the date of the meeting at Step One. The written grievance shall include the following:

1. a statement of the grievance and the factual allegations upon which it is based;
2. the Article(s) and section(s) of this Agreement alleged to have been violated;
3. the remedy sought;
4. the name and signature of the individual(s) submitting the grievance.

Within twenty (20) working days from the time when the union filed the written grievance with the department head, the department head shall answer in writing to the union. Should the response provided by the department head not settle the grievance, the Union shall appeal to the City Administrator the decision of the department head within ten (10) working days of his/her response.

## (C) STEP THREE

The City Administrator shall respond to the Union's appeal no later than ten (10) working days from the time in which the union appealed the department head's decision.

## (D) STEP FOUR

Should the response of the City Administrator not settle the grievance, the Union shall initiate binding arbitration with the State Conciliator or the Employment Relations Board, by sending a demand for arbitration and a request for a list of thirteen (13) Oregon or Washington arbitrators, no later than ten (10) days from the time in which the Union became aware of the City Administrator's response.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within seven (7) days of the request for arbitration, the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested by either or both of the parties to provide a list of seven (7) Oregon or Washington arbitrators. Both the City and the Union shall have the right to strike two (2) names from the list. The Union shall strike the first name; the City shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

## Section 3. Expenses.

Expenses for the arbitrator's services shall be borne by the losing party, except that in cases where both parties prevail in part, the arbitrator shall allocate the total expense in accordance with the relative fault of the parties' in relation to the arbitrator's determination of

the parties' accountability to one another in the dispute. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and make copies available without charge to the other party and to the arbitrator.

#### Section 4. Time Periods.

The time periods specified in this Article may be extended or modified only by mutual written agreement. Failure by the Union to comply with a specified time period shall constitute acceptance of the City's position at the preceding step. Failure by the City to comply with a specified time period shall constitute rejection of the grievance at that step and thereby allow the employee to process the grievance to the next step.

#### Section 5. Scope.

a) The scope of the arbitration shall be limited to issues of fact and the disputed application and interpretation of this contract as raised by the aggrieved bargaining unit member at Step 1 and as presented through the various appeal steps in this procedure, including the Step 3 response. In arbitration, no new factual information or evidence shall be submitted which was not presented earlier in the grievance procedure.

b) If the Union discovers new factual information or evidence prior to arbitration that was not previously presented to the City for consideration, the Union may elect to postpone the arbitration and return to Step 3 of the Grievance process to give the City an opportunity to consider the newly discovered factual information or evidence. Any resultant arbitration postponement fees will be the responsibility of the Union.

#### Section 6. Pre-Arbitration Meeting.

At least 14 calendar days prior to the scheduled date for the arbitration hearing, the parties shall meet in an effort to resolve the dispute.

#### Section 7. Authority of Arbitrator.

a) The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract.

b) The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

### **ARTICLE 7 DISCIPLINE**

#### Section 1. Just Cause.

a) Any employee who has completed a probationary period shall be disciplined only for just cause. Forms of discipline shall be limited to the following: Verbal or written reprimand, loss of not more than five (5) vacation days or a five percent (5%) temporary



reduction in pay, not to exceed three (3) months, suspension with or without pay, or discharge. Other employment actions such as work counseling and/or directives to seek training shall not constitute discipline. Oral reprimands shall not be grievable.

b) Progressive discipline notwithstanding, the City may administer an appropriate level of discipline for an offense.

c) If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before the other employees or the public. The provisions of this article shall be subject to the provisions of the grievance procedures found in Article 6.

d) No non-probationary employees shall be demoted, suspended without pay or discharged without due process: first being informed of the charge; given an opportunity to meet with the Employer (with the option of having a Union representative present) and respond to those charges.

### Section 2. Personnel Files.

Pursuant to ORS 652.750, all employees shall, by written prior arrangement, be allowed to review the contents of their own personnel file, and receive a copy of the file at no cost to the employee, excluding confidential reports from previous employers.

## **ARTICLE 8 LAYOFFS**

### Section 1. Layoff Process.

In the event that the City determines that a reduction in force is appropriate, bargaining unit members shall be laid off according to the provisions in this Article.

### Section 2. Notice.

a) Affected employees will be advised of the layoff no less than thirty (30) calendar days in advance of the effective date.

b) Employees shall have the following options:

1. Accept the layoff.
2. Displace the employee with the lowest seniority in the same or lower pay range within the same job family grouping if the employee is qualified for the position and has prior experience in the City in the same or lower pay range position within the job family.

### Section 3. Order of Layoff.

a) Employees shall be laid off in reverse order of their seniority within his/her job classification.

b) Temporary employees will not be used to fill bargaining unit positions previously held by laid off employees with recall rights. All temporary, seasonal, and probationary service employees shall be laid off within a job family before any regular bargaining unit employees are laid off within that job family.

#### Section 4. Qualification.

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 on-the-job orientation.

#### Section 5. Bumping and Recall Procedure.

a) Employees displaced from a higher pay range may elect to bump an employee in an equal or lower pay range within an established job family grouping on the basis of bargaining unit seniority. The established job family groupings are attached as Appendix B which is hereby incorporated into this Agreement. This Appendix may be updated by mutual agreement.

b) Employees may bump to a lower classification (that is, with a lower salary range) in the employee's job family grouping, provided the employee is senior to the incumbent to be displaced and is displacing the last senior employee in the group who the senior employee is qualified to bump, has experience in the bargaining unit classification, and is qualified to do the work.

c) Employees shall be recalled according to seniority and qualification as positions equal to or lower classifications become available.

d) All employees on the layoff list have priority over outside hiring provided the employee is qualified and can perform the duties of the job.

e) Upon recall to any position in the City, a recalled employee shall have restored to him/her all accruals of sick leave, the vacation accrual rate, and seniority in effect on the date of layoff.

f) If recalled to a different classification in the same job family, then the employee shall be placed on probationary status for a period of six (6) months. If the employee does not successfully complete probationary service, the employee shall be placed on the layoff list.

g) If recalled to the former position, the employee will serve no probationary service 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.

h) Notices of all department openings will be mailed directly to the laid off employee's last known mailing address. It shall be the employee's responsibility to keep a current mailing address for that period. The list will remain in effect until the employee

requests that his/her name be removed, the employee fails to accept reemployment, or the twelve (12) month period expires. Failure to respond to a recall notice within seven (7) calendar days and/or to return to work within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of all recall rights and removal of the employee from the layoff list.

#### Section 6. Definition of Seniority.

Seniority is the length of continuous service worked by a bargaining unit member for the City since the last date of hire in the bargaining unit. Seniority shall be broken if a bargaining unit member (1) quits, (2) is discharged for just cause, (3) fails to avail himself or herself to the recall language or (4) retires.

### **ARTICLE 9 VACANCIES**

#### Section 1. Filling Vacancies.

- a) The City will post notice on the Union's Bulletin boards no later than the time that such information is made available to the general public.
- b) Provided that internal applicants are equally qualified with external applicants for a vacancy, then the most senior, best qualified internal applicant shall be appointed.

#### Section 2. Written Offers.

Offers of promotion and transfer and notice of a merit increase shall be given to the bargaining unit member in writing. Absent such written offer and acceptance and absent such notice of a merit increase, no promotion, transfer or merit increase shall exist.

### **ARTICLE 10 WORKING IN A HIGHER CLASSIFICATION**

#### Section 1. Assignment.

A bargaining unit member assigned the major duties and responsibilities of a higher paid position shall be compensated at the bargaining unit member's regular rate of pay plus five percent (5%) or at the Step 1 pay rate of the higher classification, whichever is higher providing such assignment is designated by the department head in writing; and the assignment is planned or actually extends for more than ten (10) continuous work days.

#### Section 2. Acting in Capacity.

- a) A bargaining unit member assigned the major duties and responsibilities of a higher paid position shall be compensated at the bargaining unit member's regular rate of pay plus five percent (5%) or at the Step 1 pay rate of the higher classification, whichever is higher provided that such assignment is designated by the department head in writing and the

assignment is planned to extend or actually extends for more than twenty-one (21) continuous work days.

b) In the event the vacancy is salaried and exempt under the Fair Labor Standards Act (FLSA), the bargaining unit member shall take a leave of absence from the bargaining unit but shall continue to accrue seniority for the duration of the assignment. Time in the assignment shall be credited to the employee upon return to the bargaining unit. No employee shall be compelled to take an assignment that is exempt under the FLSA. Upon termination or conclusion of the assignment, the employee shall return back into the bargaining unit.

c) Assignments made pursuant to this Article may be terminated by the Department head for any reason at any time. The employee shall be paid at the designated rate for the days worked out of class and shall have no recourse under the Settlement of Disputes Article for the termination of the assignment.

## **ARTICLE 11 HOURS OF WORK/OVERTIME**

### Section 1. Workweek.

a) The workweek shall begin at 12:00 a.m. Monday and continue through 11:59 p.m. Sunday unless a different work week is established for an individual or group of bargaining unit members. If a separate workweek is established, the bargaining unit member(s) affected shall be notified in writing.

b) Full-time bargaining unit members will normally be scheduled to work forty (40) hours in a workweek. The workweek shall normally consist of five (5) days with eight (8) hours except that the City at its discretion may elect to establish a four (4) day/ten (10) hour schedule or any other alternative schedule for a bargaining unit member(s) agreed upon by the affected employee(s) and the Department Head with fourteen (14) calendar days written notice to the employee(s).

### Section 2. Posting of Stand-By Work Schedules.

On-call work schedules shall be posted on bulletin boards within the work areas of affected bargaining unit members.

### Section 3. On-Call Compensation.

Any employee who works on regular on-call status will be paid eight (8) hours for each week (seven day-168 hour) period on call. Holidays that occur during the on-call week shall earn four (4) additional hours for each holiday during the week. Bargaining unit members have the option of designating any portion in whole hours of the straight time on-call compensation to his/her compensatory time account.

### Section 4. Rest and Meal Breaks.

a) One paid rest period of fifteen (15) minutes shall be given for every segment of four hours or major portion thereof, worked in one regular work day excluding unpaid lunch time in the calculation of eligible hours. Insofar as feasible, the break should be taken approximately midway in the segment of work. If a bargaining unit member is unable to take their unpaid lunch break because of the work load or nature of work demands, said employee shall be compensated.

b) All employees shall be granted a regularly designated unpaid lunch period of thirty (30) or sixty (60) minutes during each workday.

#### Section 5. Overtime Eligibility.

a) A bargaining unit member shall be eligible for overtime pay, or compensatory time computed at 1 1/2 time the actual hours worked, at the request of the bargaining unit member. Overtime hours are worked under any one of the following conditions:

1. Work in excess of forty (40) hours within the 168-hour period commencing at 12:00 a.m. Monday and ending at 11:59 p.m. Sunday. Paid leave time shall be counted as time worked for the purpose of computing overtime. Compensatory time will be treated as paid leave time for the purpose of computing overtime. Unpaid leave shall not count for the purpose of computing overtime.
2. Work in excess of the assigned scheduled work day.
3. Any other circumstance where overtime pay is provided for elsewhere in this Agreement.

b) Overtime eligibility provisions are not cumulative, that is, there shall be no pyramiding of hours for overtime compensation.

#### Section 6. Overtime Calculations/Compensatory Time.

a) Required overtime shall be computed to the nearest fifteen (15) minutes and compensated at time and one-half the regular rate. Overtime shall be paid either in cash or compensatory time off at the discretion of the employee. Compensatory time off shall be granted with the approval of the department supervisor and shall be scheduled by the department supervisor in cooperation with the employee. The maximum amount of compensatory time that any employee may accrue shall be eighty (80) hours.

b) With reasonable notice the City may either cash out compensatory hours or require the employee to schedule the use of compensatory time. In no case shall the compensatory time bank of the employee fall below forty (40) hours if this section is applied by the City unless by mutual agreement of the employee and the department supervisor.

#### Section 7. Posting of Call-Back List.

The call-back list shall be administered according to current practice.

#### Section 8. Call-Back Compensation.

If a bargaining unit member is called in more than thirty (30) minutes before the regularly scheduled work day, or is called back after having left the job site for more than thirty (30) minutes, the bargaining unit member shall be paid for such time at the overtime rate for not less than three (3) hours in relation to a call-back.

Section 9. Flex-Time.

Hours of work described in Section 1 of this Article 11 related to hours of work may be altered and/or flex-time arrangements made by the City with the concurrence of the employee, or as requested by an employee for personal or work related reasons with the prior approval of the supervisor and department head. In addition to the workweeks established in this Article, a Department Head and the Union may establish alternative schedules by mutual agreement, provided the hours of work do not obligate the payment of overtime and advance the City's operational needs and public service objectives.

**ARTICLE 12  
HOLIDAYS**

Section 1. Paid Holidays.

a) The following paid holidays shall be observed by the city:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Legally Designated Date
Memorial Day	Legally Designated Date
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	11 <sup>th</sup> of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve Day	December 24th
Christmas Day	December 25th
Two Floating Holidays	Time to be mutually scheduled

b) If any holiday falls on a Saturday, the preceding Friday shall be given as the holiday. If any holiday falls on a Sunday, the following Monday shall be given as a holiday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday. If a holiday is observed during an employee's approved vacation or sick leave, the day will be charged as holiday time.

c) If an employee is required to work on an observed holiday, the employee will be paid for the hours worked on the holiday at the overtime rate of pay in addition to holiday pay received for that day.

d) Should the City extend Juneteenth to unrepresented employees and reduce unrepresented employees' floating holidays, it is agreed, that the floating holidays provided

in this Article shall also be reduced, but to no less than one (1) floating holiday. Should unrepresented employees have their floating holidays increased to more than one (1), this Article shall reflect the same increase. Those employees who reach 229 months of service to the City during the course of this agreement shall continue to receive two (2) floating holidays.

## **ARTICLE 13 VACATION**

### Section 1. Accrual.

a) Vacation leave benefits shall apply to all regular full-time bargaining unit members and begin accruing on the first working day of the month. Employees who begin working after the first working day of the month will not begin accruing vacation leave until the first of the next month.

b) Vacation leave with pay shall accrue on the following basis:

1. Accrued vacation may be taken at any time with approval of the supervisor.
2. All regular full-time bargaining unit members shall earn annual vacation leave at the following rates:

8 hours per month from one month to 48 months.

12 hours per month from 49 months to 108 months.

16 hours per month from 109 months to 168 months.

18 hours per month from 169 months to 228 months.

20 hours per month after 229 months.

### Section 2. Accrual for Unpaid Periods.

Time spent on layoff status or on leave without pay shall not be considered in computing vacation leaves.

### Section 4. Scheduling.

a) Vacation shall be scheduled by department and in the event two or more employees select the same vacation period, the employee with the most department seniority will receive primary consideration for approval. However, senior employees, to exercise their seniority rights, shall record vacation selections no later than February 1, for all vacations between March 1 and August 31 and no later than August 1 for all vacations between September 1 and February 28.

b) Management retains the right to determine how many employees from any one department may be on paid leave at any one time.

**ARTICLE 14  
COMPENSATION**

Section 1. Wages.

The City agrees to pay bargaining unit members the wages provided in Appendix A of this Agreement. Salaries of part-time bargaining unit members will be prorated based on a full-time work month of 173.33 hours. An updated copy shall be provided to each employee and union on or before July 1 of each year.

Section 2. Anniversary Date.

Step advancement shall be approved on the employee's anniversary date when the employee has been doing satisfactory work and is making normal improvement in the employee's ability to carry out the job assignment.

Section 3. Deferred Compensation.

A Deferred Compensation Program, optional to the employee, shall be selected and administered by the City with employee input for all regular full-time bargaining unit members.

Section 4. Wages.

a) The wage schedules, Appendix A, hereby incorporated as part of this Agreement, are effective July 1, 2022 and during the term of this Agreement. Employees shall be eligible for step movement per terms of this Agreement.

b) During the term of this Agreement the following Cost of Living Adjustments ("COLA") will be made to the wage schedule then in effect. Effective July 1, 2022 the schedule will be increased by five percent (5%), and this wage adjustment shall be paid retroactive to and from July 1, 2022. Effective July 1, 2023 the schedule will be increased by five percent (5%). Effective July 1, 2024 the schedule will be increased by four percent (4%).

Section 5. Longevity.

Longevity pay shall be paid monthly to regular full-time employees under the following schedule:

After five full years of service	\$50/month
After ten (10) full years of service	\$100/month
After fifteen (15) years of service	\$150/month
After twenty (20) years of service	\$200/month

Part-time employees shall be paid monthly prorated longevity based upon:

- Years of service measured on proration of time in represented position divided by 2080 hours per year (i.e., a 24 hour per week position would earn eligibility



- for longevity after 8.3 years); and
- Longevity pay amount prorated based on hours worked per year (i.e., a 24 hour per week position after 8.3 years would earn \$18.00 / month).

#### Section 6. Health Reimbursement Account (HRA).

The City will contribute two (2%) percent of employees' wages into their HRA account to be used in accordance with the terms of the HRA Trust Plan. The HRA Plan must be established and operated in compliance with IRS requirements and meet conditions if any which are established by the City's health insurance provider.

### **ARTICLE 15 JOB CLASSIFICATION**

#### Section 1. Job Classification List.

As of the date of the Collective Bargaining Agreement, the City's established classifications are as set forth in Appendix A (Wage Schedules) and Appendix B (Job Family Groupings):

#### Section 2. Modification of List.

Should the City substantially modify a classification, the City shall notify the Union in writing, and if requested to do so, bargain the pay of the revised classification. It is expressly understood that all other provisions of the Agreement shall remain in full force and effect. Nothing herein shall be interpreted as a limitation on the City's right to change the title of a classification or interfere with rights under Article 3 Management Rights.

#### Section 3. Flexible Positions.

The Utility I and Utility II positions are defined as flexible positions, whereby an employee classified as a Utility I position who has been paid in the Step 5 pay range for 12 or more months, may be promoted to Utility II Step 3 pay grade based on meeting the Utility II job requirements and job performance merits additional compensation (documented job performance and positive reviews).

### **ARTICLE 16 LODGING, MEALS, MILEAGE AND PER DIEM**

The terms for reimbursement are covered in City policy.

### **ARTICLE 17 RETIREMENT**

a) So long as required by state law, the City shall participate in the Public Employees Retirement System (PERS) in accordance with the PERS rules and regulations.

b) The City shall pay the employee's portion, on gross salary and wages as part of the compensation in accordance with the rules and regulations of PERS.

c) At the time of retirement, up to 960 hours of unused, accrued sick time will be rolled into the bargaining unit member's HRA account.

## **ARTICLE 18 SICK LEAVE**

### Section 1. Eligibility.

Regular full-time employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment, which is required due to inability to attend work or perform job duties by the employee's illness, injury, disability, necessity for medical or dental care or care of another eligible for protected leave (that is: when such leave is protected by OFLA or FMLA).

### Section 2. Utilization.

Employees are eligible for sick leave as defined by law, including but not limited to:

a) For the diagnosis, care or treatment of the employee, or the employee's family member protected by law, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits. "Family member" for purposes of care for another eligible for protected leave shall be as defined by OFLA and FMLA and means the eligible employee's grandparent, grandchild, spouse, or Oregon registered same gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.

b) If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;

c) If the employee's place of work is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;

d) To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;

e) If the City is required by law to exclude the employee from work for health reasons; or

f) For any purpose allowed by the Oregon Family Leave Act, including bereavement.

### Section 3. General Rules of Application.

In order that sick leave benefits may be uniformly and appropriately administered, the following general rules apply. In addition, employees should refer to OFLA and FMLA policy and law with which the City shall comply.

1. Sick leave benefits shall apply to all regular, full-time employees and begin accruing on the first working day of the first full calendar month of employment. Employees who begin working after the first working day of the month will not begin accruing sick leave until the first of the next month. Paid sick leave is unavailable until earned and credited in the payroll accounting system.
2. All regular and probationary bargaining unit members shall accrue sick leave at the rate of eight (8) hours of leave for each calendar month worked. Such leave shall not accumulate in excess of 1,200 hours.

No sick leave shall accrue for any calendar month in which a bargaining unit member has been off work using sick leave or leave without pay for more than one-half the scheduled work days of that month.

3. Bargaining unit members shall not be reimbursed for unused sick leave upon end of employment, except as provided in Article 17 (c) Retirement.
4. Absences chargeable to sick leave shall be charged for actual time absent rounded to the nearest quarter hour.
5. Bargaining unit members must inform their supervisor as soon as possible of any anticipated medical treatment so that the department may plan for such staff reduction during the bargaining unit member's absence. Bargaining unit members are encouraged to schedule such absences off-duty or at times which will reduce impact on public services whenever possible.
6. Abuse of sick leave privileges may result in disciplinary action.

#### Section 4. Medical Verification.

The City may, as allowed by law, require the Employee to provide verification from a health care provider of the need for the sick time, or verification whether employees are able to safely perform the duties of their job, which discretion shall not be abused. The City agrees to pay any costs associated with obtaining medical evaluations and certifications that are not covered by the insurance provided to employees under this Agreement. In the event that an Employee uses unpaid leave as provided by OFLA or FMLA, medical verification may be required and obtained in accordance with law and restrictions upon specificity of inquiries related to domestic violence, sexual assault and similar victimizations, if any. After forty (40) hours of sick time use per year, as allowed by law, the City may seek medical verification for absence(s) fewer than three (3) consecutive days when the Department Head and City Administrator determine that reasonable suspicion of sick leave abuse exists based on documented, objective considerations.

**ARTICLE 19**  
**OTHER LEAVES OF ABSENCE**

Section 1. Bereavement Leave

When a member of the bargaining unit or bargaining unit member's spouses' immediate family (defined as spouse, children, step-children, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren) or other relative by blood or marriage of the member living in the bargaining unit member's household dies, three (3) days bereavement leave with pay shall be granted to a bargaining unit member in order to travel and attend a memorial service, grieve and assist the family if the death occurs within one hundred and twenty (120) miles, or five (5) days bereavement leave if beyond one hundred and twenty (120) miles.

Section 2. Protected Medical Leave

The City shall comply with federal and state laws relating to medical and family leave, and Oregon sick leave.

Section 3. Military Leave.

The City grants military leave in accordance with Oregon and federal law.

Section 4. Inclement Weather and Emergency Situations.

Essential Employees. Employees who have been designated as operationally essential ("essential employees") are required to report for duty regardless of the curtailment of City operations. Essential employees may work remotely, if that arrangement has been pre-approved by their supervisor. If the City closes and essential employees are required to work, essential employees shall be paid at one and one half (1.5) times their regular rate of pay in cash or compensatory time for all such hours worked including those otherwise defined by this Agreement as "overtime." There shall be no pyramiding of time and no hours shall be paid at a rate of double time and a half (2.5).

Notification. In the event of inclement or hazardous conditions which, in the judgment of the City, require the closure of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices, the Employer will publish an announcement by means which include the manner in which public school closures are announced in the school district.

Non-Essential Employees shall be paid at their regular rate of pay for all normal work hours missed as a result of the closure or a delay.

When offices or facilities are open and weather conditions, in the judgment of an employee, change to inclement or hazardous, an employee may request leave to go home prior to the end of shift. Such leave is subject to supervisory approval in this circumstance. Such leave may be taken and charged to vacation leave, personal holiday time or leave without pay.

If due to weather conditions an employee arrives late to work, but within two (2) hours of the normal starting time, the employee will be paid for the entire workday.

If the City is open and due to weather conditions an employee arrives more than two (2) hours late to work (the two hour window is based on the opening of the City whether it be on time/normal hours of operation or if the City opens late), the employee will receive credit only for actual hours worked, and will be required to use accrued vacation leave or personal holiday time for the balance of the normal workday, or may elect to receive no pay for any hours of work missed.

If City offices open "late" (i.e., after 8:00 AM) employees who are in the office at work for the balance of the workday, will receive credit for a full workday.

If an employee chooses to remain at home in inclement weather during an inclement weather event and City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent, or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, in lieu of using accrued vacation leave or their personal holiday, with department head permission, make up lost time due to inclement weather by working additional hours within the same pay period, provided that such adjusted work schedule does not result in additional overtime payments.

#### Section 5. General Unpaid Leave Requests.

A regular full-time employee may be granted a leave of absence without pay up to three (3) months when the work of the department will not be seriously handicapped in the discretion of the department head and the City Administrator. Requests for such leave must be in writing and must state the reason(s) for the leave, its benefit to the employee and/or to the City, if any. Any approved request shall be signed by the department head and the City Administrator. The approval may state conditions. The request and approval documentation shall be retained in the employee's personnel file. A leave of absence without pay shall be without health insurance costs to the City and without other earned benefits or seniority but shall not constitute a break in service for any purpose under this Agreement. In any case where the City Administrator determines that a hardship exists, protected leave is not available and sick leave donation is not appropriate, the City Administrator shall have discretion to define more favorably for the employee the terms of an approved unpaid leave.

#### Section 6. Jury Duty Leave

##### 1. Use of Leave

Employees shall be granted Jury Duty leaves of absence with pay for the following:

- Service on a jury;

- Appearance as a witness in response to a subpoena before a court, legislative committee, judicial or quasi-judicial body or other direction by proper authority, except as a party to such proceedings.

## 2. Fees

Any fees paid to employee for services rendered shall be paid over to the City, excluding reimbursements for employee expenses (eg. travel expenses).

## **ARTICLE 20 INSURANCE BENEFITS**

### Section 1. Coverage.

a) Effective upon execution of this Agreement, and for the term of this Agreement, the City agrees to provide the following types of insurance coverage: medical-hospital, dental, prescription, and vision for full-time employees and their dependents. Part-time bargaining unit employees (those whose regularly scheduled hours are 24 or more per week) eligible for insurance shall receive the benefit or may disclaim it if permitted by the health insurance plan provider. The City and employee premium costs shall be pro-rated based on the regular hours of work approved for the part-time position, provided that the employee shall not be required to contribute a portion of premiums in excess of the amount permitted by CIS rules.

b) The insurance plans referenced in this Section 1 shall be the City County Insurance Services (CIS) plans currently in effect.

c) The following plans are offered and in effect:

(1) Regence PPO Copay F \$500 deductible plan with Alternative Care and CIS Vision A(12/12/24) through December 2023, Safety Glasses for all plan participants and dependents.

(2) Effective from and after January 1, 2022, employees shall be enrolled in CIS Vision A which will replace the VSP-A Vision (12/12/24) Plan. Effective from and after January 1, 2022, CIS Vision A will replace the VSP- A Plan.

(3) The Kaiser no deductible Copay Plan B: Alternative Care & Vision.

(4) The Willamette Dental Plan A effective January 1, 2021.

### Section 2. Premium Contributions.

a) Employees will contribute two percent (2%) of the premium cost of the employee's selected health insurance. This is deducted from pre-tax by payroll deduction.

b) An employee may elect to contribute through the current IRS Section 125 flexible spending account (FSA) in addition to participating in the HRA as funded by the City. Eligible reimbursements from the FSA and HRA are subject to federal regulations and the

plan document of each plan. .

### Section 3. Joint Insurance Committee.

a) The Union and the City have shared interests in addressing health insurance benefits and costs in order to more fully understand and inform the City and its employees. The parties wish to consider health plan choices concerning benefit plans, plan design, changes in plan and plan design, and cost containment strategies through participation in a City-established Joint Health Committee (JHC). The JHC shall consist of two (2) members of the Union selected by the Union, two (2) non-represented management employees, and two (2) who are members of any other City bargaining unit which desire to participate in the JHC.

b) The JHC shall designate two co-chairs, one Union represented and one who is a management employee who may convene the JHC when appropriate, and shall convene the JHC when the health insurance carrier, plan sponsor or third party administrator notifies the City that changes are under consideration or identified for future implementation. The JHC may review City-wide insurance plans and costs utilizing available resources and information and report appropriately to City employees. The JHC shall meet during regularly scheduled business hours and the employees shall be given release time. The City shall have no overtime obligations from committee work times.

c) During the life of this Agreement, the parties may jointly agree to change insurance levels of coverage and benefits at times and in a manner permitted by the carrier (Kaiser and BCBSO), plan sponsor (CIS Trust) and third party administrator (BCBSO and Kaiser).

### Section 4. Waiver.

During the life of this Agreement the union waives the right to bargain changes or file a grievance regarding changes in the current insurance plan benefits and levels of coverage when the change is made solely at the discretion of the carrier. Each party pledges to devote best efforts, cooperation and collaboration which neither will unreasonably withhold in order to address such changes, if they occur.

### Section 5. Long-Term Disability.

a) The City shall provide long-term disability policy coverage in a group plan for the benefit of full-time employees as stated in Article 23, section 3 also related to LTD benefits.

### Section 6. Physical Fitness Club and Wellness Activity Benefit.

Upon proof of membership by receipts every six (6) months, the City shall provide to bargaining unit members seventy-five dollars (\$75) payment per month per employee who participates in any physical fitness club or approved wellness activity.

Section 7. IRS Plan Section 125.

The City shall make available for employees an IRS Section 125 flexible spending account at no cost to the employee.

Section 8. Life Insurance.

The City provides a group life insurance death benefit of \$20,000 through CIS.

Section 9. Paid Family and Medical Leave

In accordance with the Oregon Paid Family and Medical Leave Act, amounts must be paid to the Paid Family and Medical Leave trust. The parties have agreed that should the City bargain or otherwise elect to “pick-up” the employee portion of the tax/contribution amount for any other group of City employees, the City shall agree to re-open this Agreement (specifically Article 20, Section 9) in order to bargain terms to this Agreement that would include a City payment on behalf of bargaining unit employees in an equivalent and comparable manner.

**ARTICLE 21  
PERFORMANCE EVALUATIONS**

Section 1. Annual Evaluation.

The City shall conduct such periodic or other performance evaluations as it deems appropriate, but all bargaining unit members will receive a formal performance evaluation at least annually. All formal performance evaluations will be in writing, and the bargaining unit member will have the opportunity to discuss the evaluation and add whatever comments the bargaining unit member deems appropriate. The bargaining unit member shall sign and date the evaluation (but the signature will only establish that the bargaining unit member has read the evaluation), and shall be offered a copy.

Section 2. Promotional Evaluation.

a) A bargaining unit member who is selected for a new position will be given a trial period of up to three calendar months to demonstrate the ability to satisfactorily perform the required work to the City standards. This period will automatically be extended by the number of working days (in excess of ten (10) working days) the bargaining unit member is unable to work, regardless of the reason or cause. A bargaining unit member disqualified during this period will be returned to the bargaining unit member’s prior job classification and wage.

b) A bargaining unit member returned to the former position will have his or her departmental seniority reduced by the time spent in the promotional position.



**ARTICLE 22**  
**PERSONNEL RECORDS AND EVALUATION**

Section 1. File.

There shall be only one (1) official personnel file for each bargaining unit member. Bargaining unit members may inspect the contents of their official personnel when mutually convenient for both the City and the bargaining unit member in the presence of the City Administrator, Department Head, and/or City Attorney, except for background investigation and related confidential reports from previous employers, the City's and others.

Section 2. Grievances.

No grievance material shall be kept in bargaining unit members' personnel files after the grievance has been resolved, except the resolution itself.

Section 3. Signature Requirement.

a) No information reflecting critically upon bargaining unit members shall be placed in their personnel files that does not bear their signature. Bargaining unit members shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"THE BARGAINING UNIT MEMBER'S SIGNATURE DOES NOT  
NECESSARILY INDICATE AGREEMENT."

b) If a bargaining unit member is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the bargaining unit member at their address of record.

Section 4. Written Responses.

Bargaining unit members shall be entitled to prepare, in writing, an explanation or opinion regarding any adverse material. This response shall be included in as part of their personnel file until the material is removed.

Section 5. Removal.

The City retains the right to determine that particular documentation in the personnel file is no longer relevant, timely or accurate, and thereafter subject to removal from the personnel file. Such removal shall be made only after notice to the affected bargaining unit member. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations, but may be released for grievance, litigation defense or by court order.

**ARTICLE 23**  
**WORKERS' COMPENSATION AND DISABILITY INSURANCE**

Section 1. Workers Compensation.

Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.

An employee who is entitled to receive Workers' Compensation time loss payments is compensated an amount computed by the Workers' Compensation insurer as provided by law based upon annualized earnings (base wage plus premiums, incentives and overtime). The employee shall receive these payments during the time loss eligibility period as provided by law.

In addition, during the first one hundred and eighty (180) days of a Workers' Compensation time loss due to an on the job injury or illness, if the time loss payment from the Workers' Compensation insurer is determined by the City to be less than the employee's annualized earnings (base wage plus premiums, incentives and overtime net of taxes), the City will pay to the employee an amount equal to the difference between the Workers' Compensation payment received and the employee's net regular salary.

During the first one hundred and eighty (180) days, if the employee returns to light duty and the employee's compensation received for light duty and time loss payments is less than the employee's net regular salary, the employee may use accrued sick leave and the City will pay to the employee an amount equal to the difference between the compensation currently received and the employee's net regular salary.

Beginning on the one hundred and eighty first (181st) day after the date of injury, the employee may use any form of paid time off including accrued comp time, holiday credits, and vacation credits and any accumulated sick leave if the employee desires to supplement Workers' Compensation payments under this Agreement so that the injured employee receives the employee's net regular salary. Health care practitioner (HCP) progress reports may be required prior to approval of payments under this Article.

Under no circumstance may an employee use accrued paid leave to exceed the employee's net regular salary.

An employee may notify the City that the employee does not want the leave charged against accrued leave, and the employee will remain in time loss and/or other appropriate protected leave status.

For the purposes of this Section, "net regular salary" is calculated based upon the formula used by the Workers' Compensation insurer as provided by law.

While an employee is out on Workers' Compensation the employee shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

## Section 2. Short-Term Disability.

a) All full-time regular City bargaining unit members will be covered by the City's self-funded short-term disability program. The program will provide wage continuation of 50% of employee salary and maintain health benefits from the date of the incident for a qualified short-term disability event. The employee may utilize accrued sick leave, vacation and holiday hours in any order to receive full wage continuation during the period while the short-term disability program benefit is provided. The short-term disability program benefit is limited to a maximum of ninety (90) calendar days in any twelve (12) month period. The intent of the short-term disability benefit program is to offer financial assistance during the required long-term disability insurance waiting period defined by the group long-term disability insurance policy plan document in effect. Refer to Section 3 in this Article below related to long-term disability. As used in this paragraph, a "short-term disability event" is one which the City determines (based upon information provided the employee's health care provider) is likely to lead to eligibility for the long-term disability benefit under the terms of the plan documents of the LTD policy. An employee qualifies for short term disability benefit from the date of disability when other criteria specified in this Agreement and City policy are met, if the employee also meets the criteria of disability defined in the City Long Term Disability Insurance Plan without regard to the anticipated duration of the disability.

b) Sick leave and vacation time shall not accrue during STD and LTD periods of disability under this Agreement. Seniority, as described in this Agreement relating to layoffs, will continue to accrue up to the first ninety (90) days of any disability period regardless of how it is or is not otherwise compensated.

c) An employee eligible for and receiving short-term disability payments under this section shall be ineligible to receive donations of leave.

## Section 3. Long-term Disability.

a) All full-time regular employees shall be provided long-term disability benefits under a City-provided group LTD insurance policy (currently Standard Insurance). These benefits commence after a ninety (90) day waiting period as defined in the LTD plan document.

b) Long-term disability benefits are not to exceed sixty-six and two-thirds percent (66 2/3 %) of gross pay or \$2,000 per month, whichever is less, reduced by Social Security and PERS disability payments as and to the extent defined by the LTD insurance plan for the duration of disability benefit eligibility as provided for in the LTD plan.

c) No further accrual of sick leave, vacation and holiday benefits will occur during Long-term disability. Seniority under this Agreement shall continue to accrue for up to one year. Bargaining unit members' health premiums paid by the City will cease one year from the date of time loss whether established through a workers' compensation claim, STD or LTD eligibility.

d) LTD disability premiums are paid by the City. If the CIS plans, Trust rules and insurance provider contracts permit, the City and the Union may agree that LTD premiums

shall be paid by employees through payroll deduction. In such event, during June of each year, the City will determine the sum of LTD premiums paid by the employee during the period from the prior July to date, and shall for each employee contribute a like amount into the employee's HRA account as an additional City contribution. LTD benefits available under the CIS Plan and CIS contracts require that the LTD benefit election must be made by and for the benefit of all City employees. Therefore, no individual may opt out of LTD coverage regardless of the manner in which the premiums are transmitted.

## **ARTICLE 24 HEALTH AND SAFETY**

### Section 1. Uniforms and Protective Clothing.

Those bargaining unit members whose job requires them to wear personal protective equipment or clothing (PPE) on the job will be provided PPE by the City as the City determines necessary or appropriate. PPE includes but is not limited to rubberized and/or protective work boots which are appropriate to the job classification and OSHA compliant, foul weather protection, hearing and eye protection, protective work gloves, and reflective vests.

Employees who require work boots shall receive a \$250 per calendar year reimbursement. Such employees shall fill out a reimbursement form provided by the City, attach receipt(s) and submit to their supervisor for approval. Employees shall be reimbursed with the next payroll cycle after submitting for reimbursement. After receiving reimbursement for the year, if an employee's boots become damaged on the job and are no longer sufficient for day-to-day work and replacement is warranted, the employee may be reimbursed for another pair.

On the first pay period after July 1 qualifying employees shall receive a \$200 reimbursement for protective clothing. Such clothing shall include, but is not limited to, jackets, hoodies, utility pants and waders.

### Section 2. Clean-Up Time.

Whenever it is essential for bargaining unit members to clean up or change clothes before being presentable upon leaving work, they shall be granted an adequate personal clean up time prior to the end of each work shift. Neither party to this contract shall construe "clean up time" to mean "quitting early time" or "leave early time," or coming in early from the field.

### Section 3. Facilities.

The City shall provide clean up facilities for the bargaining unit members as required by federal or state law and/or regulations.

**ARTICLE 25**  
**EXISTING PRACTICES**

Section 1. Agreement Is Controlling.

This Agreement is subject to city policy, rules and regulations. In the event of a conflict between this Agreement and a city policy, rule or regulation of the city of St. Helens, the terms of this Agreement shall prevail.

Section 2. Agreement Supersedes Prior Agreements.

This Agreement supersedes all previous written and oral agreements between the City and the Union. The parties agree that the relations between them shall be governed by the terms of this Agreement only: no prior practices, agreements, amendments, modifications, alterations, additions or changes, oral or written shall be controlling or in any way affect the employment relations between the parties or the wages and working conditions, unless and until such agreement shall be reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

**ARTICLE 26**  
**SAVINGS CLAUSE**

a) Should any portion of this Agreement be held contrary to law, such decision shall apply only to the specific portion thereof directly challenged, and all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

b) Upon any such holding, the parties hereby agree to reopen the contract as to that section of the Agreement only to negotiate substitute language. Negotiations for such re-opener shall commence within a reasonable period of time after the parties take notice of such change in the law.

**ARTICLE 27**  
**NON-DISCRIMINATION**

a) The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, national origin, union affiliation, political affiliation, sexual orientation or disability not subject to reasonable accommodation. The foregoing shall not be construed to prohibit discrimination based upon bona fide occupational requirements.

b) All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

c) Employees have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced

or discriminated against by the parties to this Agreement because of the exercise of these rights.

d) In as much as there are other means to address violations of this Article 27, Step 3 of Article 6 Settlement of Disputes shall be the final step in the grievance procedure for any grievance arising from any violation of this Article.

## **ARTICLE 28 AMENDMENTS AND TERMINATION**

a) This Agreement shall be effective July 1, 2022 until June 30, 2025. However, the terms of this Agreement shall not be applied retroactively prior to the date the Agreement has been signed and ratified by the parties unless otherwise stated specifically herein.

b) Either party may initiate negotiation of a successor agreement to this contract by serving notice to that effect upon the other party no earlier than January 30, 2025 and no later than April 30, 2025. Negotiations shall commence within a reasonable period of time after notice is given.

c) During the negotiations leading to the execution of this Agreement both parties have had full opportunity to submit any and all subjects appropriate to collective bargaining. Therefore, the city and the union each waive the right and agree that the other shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement unless such subject is expressly included in the terms of this Agreement. This waiver includes any subject that was raised in the course of collective bargaining.

## **ARTICLE 29 LABOR MANAGEMENT COMMITTEE**

The Labor Management Committee shall meet to discuss matters of mutual concern, exchange information, and identify problems related to the organization's operations.

The core committee will be composed of four (4) members appointed by the Union and four (4) members appointed by the City. Additional City employees or subject matter experts may be invited to specific Labor Management Meetings as needed.

Meetings shall be held periodically on call or the Local president and City Administrator who shall cooperate in so doing.

This Agreement is entered into on this 15th day of November 2022 and acknowledged by the following signers.

AFSCME LOCAL NO. 1789

CITY OF ST. HELENS

  
\_\_\_\_\_  
Heidi Davis, President

  
\_\_\_\_\_  
Rick Scholl, Mayor

  
\_\_\_\_\_  
Joel Beehler

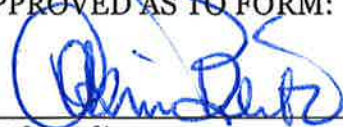
  
\_\_\_\_\_  
John Walsh, City Administrator

  
\_\_\_\_\_  
Ryan Powers

  
\_\_\_\_\_  
Scott Williams, Negotiation Team

  
\_\_\_\_\_  
Chris Stout Council Representative  
Oregon AFSCME

APPROVED AS TO FORM:

  
\_\_\_\_\_  
C. Akin Blitz  
Labor & Employment Counsel  
Of Attorneys for the City

**Letter of Agreement**  
ARPA Essential Worker Premium Pay

This agreement is between the City of St. Helens (hereinafter referred to as the “Employer” or “City”) and Oregon AFSCME Council 75/AFSCME Local 1789 (hereinafter referred to as the “Union”).

In recognition of the elevated health risks employees faced during the COVID19 Pandemic and the availability of American Rescue Plan Act (ARPA) funding to provide premium pay to employees who performed essential work, the City and Union have come to the following agreement:

Any employee who worked one thousand (1000) essential work hours between March 2020 at the date of ratification of this agreement, and meets the US Department of Treasury definition for essential work shall receive one thousand dollars (\$1,000), payable to employees by the City within sixty (60) days of ratification of this agreement.

The US Department of the Treasury defines essential work eligible for ARPA premium pay as “work involving regular in-person interactions or regular physical handling of items that were also handled by others.”



**Letter of Agreement proposed by AFSCME**  
Updated Position Descriptions & Compensation Study

This agreement is between the City of St. Helens (hereinafter referred to as the “Employer” or “City”) and Oregon AFSCME Council 75/AFSCME Local 1789 (hereinafter referred to as the “Union”) (collectively, hereinafter, referred to as the “parties”).

The parties have reached an agreement that during the course of the 2022-2025 AFSCME/City of St. Helens collective bargaining agreement, the following will occur:

- 1) Outdated position descriptions shall be updated;
- 2) Positions incorrectly classified shall be reclassified;
- 3) Incorporating the updates provided in #1 and #2 above, the City shall conduct and complete a classification study and share it with the Union, prior to commencing negotiations for the successor collective bargaining agreement.
- 4) No employee shall have their wages reduced due to the classification study.
- 5) Disputes regarding this letter of agreement shall be addressed per the CBA’s grievance procedure.

**Letter of Agreement**  
Expedited Classification Study

This agreement is between the City of St. Helens (hereinafter referred to as the “Employer” or “City”) and Oregon AFSCME Council 75/AFSCME Local 1789 (hereinafter referred to as the “Union”) (collectively, hereinafter, referred to as the “parties”).

WHEREAS, the parties mutually desire to have position descriptions updated and a classification study conducted during the term of this Agreement;

WHEREAS, evidence has been presented during negotiations for the 2022-2025 AFSCME collective bargaining agreement that some of classifications may have wages currently below market; and

WHEREAS, the parties wish to maintain a compensation system that fosters recruitment, retention and internal equity, as much as possible, based on reliance on the City's labor market data;

NOW THEREFORE, the parties agree:

The City will conduct and complete a classification study and share it with the union for the below listed classifications by December 31, 2022. The parties will reconvene negotiations in January 2023 to adjust the listed classifications’ wages and pay scales. Such adjustments shall be retroactive to July 1, 2022.

- Librarian I
- Engineer II
- Water/Wastewater Treatment Operator II
- Building / Admin Secretary (Building Permit Technician)

## APPENDIX A Wage Schedules

	AFSCME Union Employees Effective July 1, 2022	MONTHLY SALARY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Technician I Library Technician 1 - Makerspace Recreation Program Specialist Parks & Rec Administrative Assistant	3,584.70	3,763.94	3,952.14	4,149.74	4,375.24
	Library Technician I/Communications Asst.	3,709.66	3,895.14	4,089.90	4,294.38	4,509.10
	Library Technician II Parks Utility I Utility Worker I	3,780.00	3,969.00	4,167.46	4,375.82	4,594.62
	Administrative Billing Specialist	3,856.66	4,049.48	4,251.96	4,464.56	4,687.78
	Community Development Admin Assistant Building / Admin Secretary Municipal Court Clerk Public Works Office Assistant Engineer Tech I WWTP Operator I	3,987.90	4,187.30	4,396.66	4,616.50	4,847.32
	Water/Wastewater Operator II	4,773.30	5,011.98	5,262.56	5,525.70	5,801.98
	Utility Worker II Engineer Tech II Parks Utility II	4,438.36	4,660.28	4,893.28	5,137.94	5,394.84
	Librarian I	4,660.96	4,894.00	5,138.70	5,395.64	5,665.42
	Parks Specialist Collections System Operator Mechanic II Building Maintenance Utility Worker Utility Plumber Water Systems Operator Water System Filtration Operator	4,686.16	4,920.46	5,166.48	5,424.80	5,696.04
	Engineer Tech III	5,166.00	5,424.30	5,695.52	5,980.30	6,279.32
	Pretreatment Coordinator PW Construction Inspector Building Inspector Communications Officer	5,572.36	5,850.98	6,143.52	6,450.70	6,773.24
	Engineer I	5,790.76	6,080.30	6,384.30	6,703.52	7,038.70
	Associate Planner & Comm. Dev. Project Mgr Engineer II	6,141.46	6,448.52	6,770.96	7,109.50	7,464.98

	<b>AFSCME Union Employees Effective July 1, 2023</b>	<b>MONTHLY SALARY RANGE</b>				
		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	Library Technician I Library Technician 1 - Makerspace Recreation Program Specialist Parks & Rec Administrative Assistant	3,763.94	3,952.14	4,149.74	4,357.24	4,575.10
	Library Technician I/Communications Asst.	3,895.14	4,089.90	4,294.38	4,509.10	4,734.56
	Library Technician II Parks Utility I Utility Worker I	3,969.00	4,167.46	4,375.82	4,594.62	4,824.34
	Administrative Billing Specialist	4,049.48	4,251.96	4,464.56	4,687.78	4,922.18
	Community Development Admin Assistant Building / Admin Secretary Municipal Court Clerk Public Works Office Assistant Engineer Tech I WWTP Operator I	4,187.30	4,396.66	4,616.50	4,847.32	5,089.68
	Utility Worker II Engineer Tech II Parks Utility II	4,660.28	4,893.28	5,137.94	5,394.84	5,664.58
	Librarian I	4,894.00	5,138.70	5,395.64	5,665.42	5,948.68
	Parks Specialist Collections System Operator Mechanic II Building Maintenance Utility Worker Utility Plumber Water Systems Operator Water System Filtration Operator	4,920.46	5,166.48	5,424.80	5,696.04	5,980.86
	Water/Wastewater Operator II	5,011.98	5,262.56	5,525.70	5,801.98	6,092.08
	Engineer Tech III	5,424.30	5,695.52	5,980.30	6,279.32	6,593.28
	Pretreatment Coordinator PW Construction Inspector Building Inspector Communications Officer	5,850.98	6,143.52	6,450.70	6,773.24	7,111.90
	Engineer I	6,080.30	6,384.30	6,703.52	7,038.70	7,390.64
	Associate Planner & Comm. Dev. Project Mgr Engineer II	6,448.52	6,770.96	7,109.50	7,464.98	7,838.22

	AFSCME Union Employees Effective July 1, 2024	MONTHLY SALARY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Technician I Library Technician 1 - Makerspace Recreation Program Specialist Parks & Rec Administrative Assistant	3,914.50	4,110.22	4,315.74	4,531.52	4,758.10
	Library Technician I/Communications Asst.	4,050.94	4,253.48	4,466.16	4,689.48	4,923.94
	Library Technician II Parks Utility I Utility Worker I	4,127.76	4,334.16	4,550.86	4,778.40	5,017.32
	Administrative Billing Specialist	4,211.46	4,422.04	4,643.14	4,875.30	5,119.06
	Community Development Admin Assistant Building / Admin Secretary Municipal Court Clerk Public Works Office Assistant Engineer Tech I WWTP Operator I	4,354.80	4,572.54	4,801.16	5,041.22	5,293.28
	Utility Worker II Engineer Tech II Parks Utility II	4,846.68	5,089.02	5,343.46	5,610.64	5,891.18
	Librarian I	5,089.76	5,344.26	5,611.46	5,892.04	6,186.64
	Parks Specialist Collections System Operator Mechanic II Building Maintenance Utility Worker Utility Plumber Water Systems Operator Water System Filtration Operator	5,117.28	5,373.14	5,641.80	5,923.90	6,220.08
	Water/Wastewater Operator II	5,212.44	5,473.08	5,746.72	6,034.06	6,335.76
	Engineer Tech III	5,641.28	5,923.34	6,219.50	6,530.48	6,857.00
	Pretreatment Coordinator PW Construction Inspector Building Inspector Communications Officer	6,085.02	6,389.26	6,708.72	7,044.16	7,396.36
	Engineer I	6,323.50	6,639.68	6,971.66	7,320.24	7,686.26
	Associate Planner & Comm. Dev. Project Mgr Engineer II	6,706.46	7,041.80	7,393.88	7,763.58	8,151.76

## **APPENDIX B Job Family Groupings**

### Classification 1

Engineer I  
PW Construction Inspector  
Engineering Technician II Engineering Technician I

### Classification 2

WWTP Operator III  
Pretreatment Coordinator  
WW Engineering Technician II  
WW Engineering Technician II/Pre-Treatment Coordinator  
WWTP Operator II  
WWTP Operator I

### Classification 3

Water Treatment Operator Collections System Operator  
Parks Specialist  
Water Systems Operator Mechanic II  
Utility Craftsman  
Utility Plumber  
Mechanic I  
Utility Worker II/Park Utility II  
Utility Worker I/Parks Utility I

### Classification 4

Communications Officer  
Engineer/Building/ Secretary  
Planning Secretary  
Building and Administration Secretary  
Public Works Office Assistant  
Municipal Court Clerk  
Legal Assistant  
Receptionist/Utility Billing Specialist  
Utility Billing Specialist  
Office Assistant Receptionist/Counter Clerk

### Classification 5

Librarian I  
Library Technician II  
Library Technician I  
Library Assistant

### Classification 6

Building Inspector II  
Building Inspector I

Due to classification changes that occur within the City, this document shall be updated as necessary during labor management meetings.