

Agreement Between

The City of Hillsboro

and

The American Federation of State County and

Municipal Employees

Council 75 AFL-CIO (Library Employees)

Effective

July 1, 2024 through June 30, 2028

TABLE OF CONTENTS

Contents

PREAMBLE..... 1

ARTICLE 1 – RECOGNITION ..... 1

ARTICLE 2 – UNION RIGHTS ..... 3

ARTICLE 3 - NON-DISCRIMINATION ..... 6

ARTICLE 4 – MANAGEMENT RIGHTS..... 7

ARTICLE 5 – HOURS OF WORK ..... 8

ARTICLE 6 - DUES DEDUCTIONS..... 11

ARTICLE 7 – PROBATIONARY PERIOD ..... 12

ARTICLE 8 – SENIORITY ..... 13

ARTICLE 9 – LAYOFF ..... 14

ARTICLE 10 – DISCIPLINE AND DISCHARGE..... 17

ARTICLE 11 – GRIEVANCE PROCEDURE..... 18

ARTICLE 12 – SICK LEAVE ..... 20

ARTICLE 13 – OTHER LEAVES OF ABSENCE ..... 23

ARTICLE 14 – HOLIDAYS ..... 25

ARTICLE 15 – RETIREMENT ..... 26

ARTICLE 16 – HEALTH AND WELFARE ..... 26

ARTICLE 17 – VACATION ..... 29

ARTICLE 18 – WAGES ..... 31

ARTICLE 19 – NO STRIKES OR WORK STOPPAGES ..... 33

ARTICLE 20 – SAVINGS CLAUSE..... 33

ARTICLE 21 - GENERAL PROVISIONS ..... 33

ARTICLE 22 – PERSONNEL FILES..... 36

ARTICLE 23 - FILLING OF VACANCIES ..... 37

ARTICLE 24 – TERM OF AGREEMENT ..... 38

APPENDIX A – SALARY SCHEDULE..... 39

Notary LOA..... 43

## PREAMBLE

The City and the Union agree that effective and efficient library services to the community is their common objective.

This Collective Bargaining agreement (Agreement) is entered into by the City of Hillsboro (City) and the American Federation of State County and Municipal Employees Council 75 AFL-CIO (Union) for the purposes of fixing the wages, hours and other conditions of employment affecting members of the bargaining unit.

## ARTICLE 1 – RECOGNITION

### 1.1 Recognition for Representation.

The City recognizes the Union as the sole and exclusive bargaining representative for full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours per week in the following classifications in the library:

- Librarian
- Library Materials Assistant
- Library Administrative Support Specialist
- Library Support Specialist
- Library Training Specialist
- Library Volunteer Services Coordinator
- Library Outreach Coordinator

Flexibly staffed employees are employees who are not regularly scheduled to work twenty (20) or more hours per week, but who can sign up to work on an irregular basis. The City recognizes the Union as the sole and exclusive bargaining representative for flexibly staffed employees as follows: Coverage under the Agreement will be assessed every six (6) months. Flexibly staffed employees who sign up for and work a minimum of 104 hours during the six (6) month period from January 1<sup>st</sup> through June 30<sup>th</sup> will be covered by this Agreement and represented by the Union for the immediately following six (6) month period from July 1<sup>st</sup> to December 31<sup>st</sup>. Likewise, flexibly staffed employees who sign up for and work a minimum of 104 hours during the six (6) month period from July 1<sup>st</sup> through December 31<sup>st</sup> will be covered by this Agreement and represented by the Union for the immediately following six (6) month period from January 1<sup>st</sup> to June 30<sup>th</sup>.

Employees who resign from a represented bargaining unit classification (identified above) and immediately accept a flexibly staffed position will be considered represented for the duration of the six month period in which their resignation and reemployment takes effect but in order to be represented in the following six month period, the employee must satisfy the 104-hour requirement as a flexibly staffed employee (per this section).

The City will provide the Union a report of the total hours all flexibly scheduled staffed employees have worked during the six (6) month periods from January 1st through June 30<sup>th</sup> and the July 1<sup>st</sup> through December 31<sup>st</sup>. The City will strive to issue the January 1st through June 30<sup>th</sup> report to the Union by no later than July 15<sup>th</sup> and the July 1<sup>st</sup> through December 31<sup>st</sup> report to the Union no later than January 15<sup>th</sup>.

#### 1.2 Exclusions from Representation.

Employees who are serving as supervisors or confidential employees, as defined by PECBA, are excluded from the bargaining unit. Also excluded are employees in the following classifications and employment categories:

- Temporary Employees as defined below
- Employees working in the Job Training Opportunity Program (JTOP) or other training programs funded outside of the library budget
- Student Interns and fellows
- Grant funded FTE employees
- Flexibly staffed employees who work less than the 104 hours in a six (6) month period of time specified above.
- Supported employees who are placed by a partnership with a community nonprofit who works with adults with developmental disabilities.

#### 1.3 New Positions.

New bargaining unit classifications may be developed within the library by the City and assigned a wage scale. The City shall notify the Union of the new classification and forward a job description and intended wage rate to the Union for review. The Union shall have the right to bargain about the wages to be paid to the employees in the new classification pursuant to ORS 243.698. The City may proceed with the hiring process utilizing its intended wage rate with the understanding that any subsequently agreed upon wages to be paid to employees in the new classification will be made retroactive to their dates of hire.

#### 1.4 Definitions.

*Full-Time Regular Employees:* An employee who regularly works in a budgeted FTE of at least 0.8 for purposes of benefits, and who has successfully completed the probationary period, is considered a full-time regular employee.

*Part-Time Employees Regularly Scheduled to Work 20+ Hours a Week:* An employee who regularly works a minimum of twenty (20) hours or more per week on a continuing basis and who has successfully completed the probationary period is considered a part-time employee.

*Flexibly Staffed Employees:* These employees work less than 20 hours per week and less than 1,500 hours per year and their hours may fluctuate based on the needs of the department. These are non-budgeted positions. (See above for when flexibly staffed employees are represented.)

*Temporary Employees:* Employees who are hired for six (6) months or less to meet a short-term employment need of the library. The term of employment for a temporary employee may be extended for an additional two (2) months for any of the following reasons:

- To fill in for an employee on a leave of absence (see Article 13);
- To complete a project;
- To perform functions earmarked for possible abolishment; or
- To cover a position during the recruitment and hiring process.

## **ARTICLE 2 – UNION RIGHTS**

### **2.1 New Employee Orientation.**

The City will provide the Union with up to forty-five (45) minutes to make a presentation to all new bargaining unit employees within ten (10) days of their date of hire. The City shall notify the Union with the date of all new hire orientations for bargaining unit members and the Union shall meet with new employees during the orientation, dependent on the orientation schedule. The Union presentation must occur on an employee's regularly scheduled shift and shall not result in overtime.

### **2.2 Bulletin Board.**

The City agrees to furnish bulletin boards to the Union in City designated employee break areas at Brookwood, Shute Park, and any future library facilities. Bulletin boards are to be maintained by the local Union representatives, including periodic clearing of outdated materials. Bulletin board postings are restricted to Union business, training, and education announcements and must be in compliance with the City's Respectful Workplace Policy.

### **2.3 E-mail Usage.**

AFSCME Council 75 representatives and designated local Union representatives may use the City's e-mail system to communicate regarding collective bargaining, grievance processing and other Union activity related to administration of this Agreement. Any e-mails on the City's e-mail system should not be considered confidential and are subject to disclosure pursuant to public records laws and in accordance with the City's personnel policies.

### **2.4 New Hires.**

The City will notify the Union President in writing (via email) of all newly hired bargaining unit employees within ten (10) calendar days of the employee's first day of work. Such notification shall include the information listed in Article 2.9, below.

### **2.5 Union Access.**

Council 75 representatives shall be allowed access to Brookwood, Shute Park and any other future library facilities for the purpose of processing grievances, participating in investigatory interviews, and engaging in other Union activities. In order to avoid disruptions, Union representatives will notify the City of their intent to access library facilities to meet with

bargaining unit employees at least two (2) hours in advance of their intended arrival. In the event the meeting will interfere with operations, the City will accommodate the Union's needs through alternative scheduling. Access shall not be unreasonably withheld.

## 2.6 Union Officers and Representatives.

The Union will provide the City with a written list designating its shop stewards (with there being at least one (1) shop steward at each library location) within ninety (90) days of ratification and approval of the Agreement.

The Union agrees to notify the City in writing (via email) of all officers selected to serve as representatives and any changes in representatives.

## 2.7 Union Activities.

Designated Union representatives will be permitted a reasonable amount of time to engage in the following activities during their regularly scheduled work hours within the scope of representation subject to ORS 243.798, and this Article, and as set forth, below:

- A. Attend investigatory meetings and due process hearings involving represented employees;
- B. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters (as provided in Article 21);
- C. Attend Safety Committee meetings (as provided in Article 21);
- D. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees (as provided in Section 2.1 above); and
- E. Act as representative of the exclusive representative for employees within the bargaining unit for purposes of expedited collective bargaining (up to three (3) employees) per ORS 243.698.

In addition, it is agreed that the time designated representatives can utilize their regularly scheduled paid working hours to engage in the following activities will be limited to one hundred and twenty (120) hours per fiscal year in total for all representatives:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- B. Participate in or prepare for proceedings under ORS 243.650 (Definitions for ORS 243.650 to 243.806) to 243.806 (Agreement authorizing public employer to make deductions from salary or wages of public employee), or that arise from a dispute

involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;

- C. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.

Additionally, the City shall allow up to four (4) bargaining unit employees to attend steward training once per year during their regular work hours for up to eight (8) hours per employee. Time spent in training shall not count as hours worked for purposes of calculating overtime. Travel time to and from training will also not count as hours worked. The City will not be responsible for any associated travel expenses (including mileage, lodging, meals or fees). The City and Union shall agree on dates of training to avoid disruption to library operations. Time spent at steward training shall be considered subject to the hours cap described above.

Designated Union representatives are required to report time spent in Union activities in the City's electronic timekeeping system.

Union activities cannot interfere with the operation of the City's library services and must be approved by the employee's supervisor. However, approval will not be unreasonably denied. The participation of designated representatives in Union activities shall not result in overtime to the City.

In the event that the Union is at or exceeds 100 hours, upon mutual agreement, the parties may reopen this Section to engage in expedited bargaining under ORS 243.698.

#### 2.8 Successor Bargaining.

AFSCME may identify up to four (4) employees to serve on the AFSCME bargaining team. Those employees will be paid their regular rate of pay for each bargaining session that they participate in that occurs during their regular work hours. Additionally, bargaining team members may utilize one (1) hour of their regular work hours before each session to prepare for bargaining and another one (1) hour of their regular work hours to debrief from each bargaining session. Employees will not be paid for preparation or attendance at bargaining sessions that occur outside their regular work hours. Supervisors are requested to flex bargaining team member work schedules (including daily start and stop times, and days off or days worked, if necessary), to the extent reasonably possible so that bargaining and the aforementioned bargaining preparation and/or follow-up can occur on paid time.

Members of the bargaining unit may attend as observers with advance notice to the bargaining team(s). If an employee wishes to attend a bargaining session during their regular working hours, they must obtain advance approval from their supervisor and must use paid leave (vacation, comp time, holiday pay).

## 2.9 Information Lists.

In accordance with ORS 243.804, once per quarter the City shall provide the Union with a list in an editable format containing the following information for each employee in the bargaining unit:

- A. Employee's name
- B. Work ID number
- C. Job Classification
- D. Date of hire
- E. Work e-mail
- F. Work phone number
- G. Primary work location
- H. Employment category (full-time, part-time, flexibly staffed)
- I. Other personal/contact information as provided by the employee and as maintained in the Human Resources Information System (HRIS)

## **ARTICLE 3 - NON-DISCRIMINATION**

### 3.1 Union Activity.

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 matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because of the rights of the employee as provided and/or granted under the Public Employee Collective Bargaining Act (PECBA) or other applicable state and federal laws.

### 3.2 Equal Employment Opportunity.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, family status, domestic partnership, sex, sexual orientation, gender identity, religion, race, color, national origin, tribal affiliation, physical or mental disability which can be reasonably accommodated, age, political affiliation or other protected status or activity in accordance with applicable state and/or federal law.

### 3.3 Gender Identity References.

The parties shall continually endeavor to be inclusive of all gender identities. Gender-neutral pronouns, such as "they" and "their" shall be used in this Agreement and all agreements between the parties.

### 3.4 Respectful Workplace and Anti-Harassment Policy.

Consistent with the City's Respectful Workplace Policy, the City and the Union shall not condone prejudicial remarks, actions, slurs, or jokes made on the basis of a protected class. Employees will be required to comply with the City's Respectful Workplace Policy. The City and Union are mutually committed to effective enforcement of that Policy. Employees are encouraged to report violations of the Policy. Employees are also welcome and encouraged to use the assistance of



Union representatives to report any conduct they feel violates the Policy to any of the individuals listed in the “Reporting Avenues” section of the Policy.

### 3.5 Conflict Resolution Services.

The City will make conflict resolution services available to any employee wishing to address the relationship between themselves and the individual(s) alleged to have engaged in the prohibited conduct, whether or not that behavior resulted in discipline. The parties seek to resolve issues collaboratively and at the lowest possible level. The parties seek to be culturally responsive. At the written request of the employee, the City will consider a third-party service. Participation requires the consent of the parties following the completion of a formal investigation, if such an investigation occurs.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

It is recognized that certain responsibilities must be reserved to the City if it is to effectively serve the public. It is recognized that the responsibilities of management are exclusive functions to be exercised by the City and not subject to negotiations. By way of illustration, and not limitation, the following are listed as management functions:

- Establishing and directing the activities of employees and volunteers who work in City library facilities, including the assignment of work.
- Determining staffing levels, classifications, and the categories of employees who will be hired and retained to perform bargaining unit duties.
- Prioritizing strategic initiatives, goals, and tasks.
- Determining standards of service and methods of operation.
- Determining necessary equipment (including tools and software), workspace configuration, technological changes, and methods of operation.
- Establishing procedures and standards for hiring and promotion.
- Disciplining and discharging non-probationary employees for just cause.
- Terminating probationary employees at its discretion.
- Modifying job descriptions, including modifying acceptable and/or preferred qualifications, experience and training. Before implementing such modifications, the City will provide the Union with notice of the intended change(s) and bargain as required by PECBA.
- Determining hours of operation, work schedules, and work locations.
- Implementing new rules and revising existing rules related to employee conduct, performance, attendance, and safety. Before implementing such rules, the City will provide the Union with notice of its intentions and bargain as required by PECBA.

If the City exercises any of its management rights in a particular manner, such conduct shall not preclude its exercise of such rights differently or in other ways not in conflict with a provision of this Agreement.

## ARTICLE 5 – HOURS OF WORK

### 5.1 Workweek.

A normal workweek for full-time employees shall consist of forty (40) hours in a consecutive seven (7) day period, which shall commence on Monday at 12 a.m. and end on Sunday at 11:59 p.m.

A normal work week for part-time employees shall consist of being regularly scheduled at least twenty (20) hours, but less than thirty-two (32) hours of work in a consecutive seven (7) day period, which shall commence on Monday at 12 a.m. and end on Sunday at 11:59 p.m. Part-time employees may work more than thirty-two (32) hours in a week, on an occasional basis and subject to supervisory approval and other provisions of this Agreement.

### 5.2 Work Schedules.

The library will establish work schedules according to its operational requirements with employees typically working one (1) evening a week and one (1) weekend day per week. Each bargaining unit member (except for flexibly staffed employees) shall be assigned to a regular work schedule (i.e., “established work schedule”) at the time the employee is hired. All bargaining unit members shall receive two (2) consecutive days off each work week except by mutual agreement. At the Union’s request, the library will discuss alternate schedules in Labor/Management Committee.

The library is a seven (7) day operation and days and hours of work vary depending on operational needs and budgetary constraints.

An employee whose schedule includes both a.m. and p.m. shifts will have a minimum of eleven (11) hours between the shift’s ending time and the next shift’s starting time unless they waive that requirement in writing.

Any schedule change (except for flexibly staffed employees) will follow the process outlined in 5.4 Change in Established Schedules unless otherwise agreed to by the parties.

When an employee is required to attend a training, meeting or other event that has been designated as mandatory by the Library Director or the Director’s designee, and it falls outside the employee’s regular work hours, at the employee’s request, the employee’s shift will be adjusted so that all of the employee’s work hours are consecutive. (Schedule changes pursuant to this paragraph are not subject to 5.4.)

The preceding paragraph is not applicable to an employee-initiated request to attend a meeting, training, or optional offsite event that falls outside the employee’s regular work hours. In these instances, the employee may be required to work a split schedule. (Schedule changes pursuant to this paragraph are not subject to 5.4.)

### 5.3 Rest Periods.

For every shift that is greater than two (2) hours, but less than six (6) hours of work employees shall be granted a paid break of 15 minutes. For every shift that is greater than six (6) hours but less than ten (10) hours of work, employees shall be granted one (1) unpaid meal period of thirty (30) or sixty (60) minutes and two (2) paid breaks of 15 minutes each. For each successive four (4) hours of work, employees shall be granted an additional paid break of 15 minutes, per applicable law.

Employees assigned to work a six-hour, fifteen-minute daily work schedule may make a written request to their supervisor to forgo their meal period on an ongoing basis. This exception to meal periods is mutually agreed for establishing a long-term schedule and is not intended to be used on a daily basis.

Rest and meal periods will otherwise follow applicable state and federal wage and hour requirements.

### 5.4 Changing Established Work Schedules.

Established work schedules may be changed with twenty-one (21) days' written notice of the implementation date to the affected employee(s). Upon mutual agreement of the employee and their supervisor, the implementation date may be sooner. In the event of hardship, e.g. caregiving duties, transportation needs, or other personal scheduling challenges, and upon mutual agreement of the employee and their supervisor, the implementation date may be later.

### 5.5 Shift Trading.

Bargaining unit members within the same classification shall be able to arrange shift trades upon mutual agreement and written supervisor approval. Shift trading is permissible for a single shift, or multiple shifts. The shift trades may only be done for full shifts. In order to be approved, a shift trade must meet the following conditions:

- A. The shift trade must be submitted for approval at least three (3) calendar days in advance of initial traded shift;
- B. The shift trade will not result in overtime to the City or adversely impact other employees;
- C. The shift trade is limited to 2 trading bargaining unit members (i.e., Employee A agrees to work for Employee B and vice versa; and Employee B cannot trade with Employee C to work Employee A's shift, etc.);
- D. The shift trade must be completed within 30 days of the initial traded shift;
- E. An employee cannot take accrued leave to work their shift trade, except for protected leave.

Shift trade requests that are mutually agreed upon by bargaining unit members, and meet the above conditions, shall not be unreasonably denied.

Any bargaining unit member who fails to work their end of a shift trade (for other than due to a protected leave) will be precluded from shift trades for 3 months from the date of the shift that they failed to work.

Shift trades on a permanent basis require written supervisor approval and will be considered a permanent change to an established work schedule per 5.4.

#### 5.6 Overtime.

Overtime worked must be authorized in advance by an employee's supervisor. Overtime will be paid for hours worked in excess of forty (40) hours in a workweek as defined in Article 5.1 above.

Overtime shall be paid at one and ½ (1.5) times the employee's regular rate of pay. Overtime shall be computed and rounded up to the nearest fifteen (15) minute increment.

Should a library manager contact an off-duty bargaining unit member to discuss a matter concerning library operations, the bargaining unit member will be compensated per this Section. Other contacts such as general communication updates from the City or contacts regarding work schedule or other related requests are not considered hours worked even if they occur in the employee's off-duty hours.

#### 5.7 Compensatory Time.

Compensatory time shall be defined as time off awarded in lieu of pay for overtime and will be awarded at one and ½ (1.5) hours for every hour of overtime worked. Employees will have the option of being awarded compensatory time in lieu of overtime up to eighty (80) hours of accrued and unused compensatory time. If an employee has a compensatory time balance of eighty (80) hours they will only be allowed overtime pay and will not be able to accrue additional compensatory time until their compensatory time balance falls below eighty (80) hours.

#### 5.8 Ad Hoc Flex Time: Unexpected Circumstances.

Upon reasonable advance notice, a workday for those who are full-time or part-time regularly scheduled twenty (20) hours or more per week, may be temporarily adjusted within the workweek by mutual agreement in writing between an employee and the supervisor based on operational need. This section is intended to cover unexpected or occasional changes in work hours for full-time employees and part-time employees who are regularly scheduled to work twenty (20) hours or more per week to accommodate the individual employee needs or employer work needs. (Examples include medical appointments, caregiving needs, transportation emergencies, work assignments that are scheduled outside the employee's regular work day). Ad hoc flex time is not intended to be used to make up time for late arrivals.

#### 5.9 Occasional Flex Time: Temporary Schedule Change.

Upon reasonable advance notice, schedules for those who are full-time or part-time regularly scheduled 20 hours or more per week, may be temporarily adjusted within the workweek by mutual agreement in writing between an employee and the supervisor based on the employee's

needs or an operational need. Examples include but not limited to: Educational purposes and having another part-time job or a need to temporarily adjust a schedule to backfill for an existing vacancy. This temporary schedule change may be approved by a manager for up to six (6 months) and re-evaluated based on the needs of the department.

5.10 No provision in this Agreement shall be construed as establishing a guarantee of any hours of work or compensation per day or week.

5.11 In no case shall an employee be paid twice for the same hours worked.

## **ARTICLE 6 - DUES DEDUCTIONS**

### **6.1 Membership.**

Membership or non-membership in the Union shall be the individual choice of bargaining unit employees. Any employee who chooses not to be a member of the Union may voluntarily share in the cost of the collective bargaining and contract administration. The cost shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit.

### **6.2 Dues Deduction.**

The Union will have sole responsibility to determine which bargaining unit employees have authorized dues deductions and the amount of such dues to be deducted. The Union will provide a list of employees who have authorized deductions to the City. The Union will also be responsible for notifying the City of any changes in the list. The initial list, as well as notification of changes in dues authorizations or amounts to be deducted shall be submitted via email to the City's Payroll Manager.

The Union will also notify the City of the current rate of dues and any changes in dues at least fifteen (15) calendar days prior to the end of the pay period which will enable the City to make the necessary payroll deductions.

The City will rely on the information provided by the Union as an accurate list of those who have authorized deductions and the amount of dues to be deducted.

The City will deduct the specified amount for payment from the paychecks of employees who have authorized dues deduction. The City agrees to remit the aggregate deduction, together with an itemized listing that includes the employee's names and amount of dues being transmitted for that person and the total amount transmitted.

Dues will start the first day of the month following thirty (30) days of employment and will be transmitted semi-monthly.

AFSCME agrees to provide the City with copies of dues deduction authorization forms signed by bargaining unit members, if requested by the City within thirty (30) calendar days of receipt of a request by the City.

6.3 Indemnification.

The City will not be held liable for the deduction of Union dues made pursuant to this Article but will make proper adjustments with the employee and the Union for errors as soon as practical and upon notification from the Union. The Union agrees that it will indemnify, defend and hold the City harmless against all suits, actions, proceedings and claims made against the City or persons acting on behalf of the City whether for damages, compensation, reinstatement or any combination of such liabilities, including reasonable attorney fees, arising out of application of this Article.

## **ARTICLE 7 – PROBATIONARY PERIOD**

7.1 Purpose of Probation.

The probationary period is an integral part of the process of selecting employees for regular employment status. During this probationary period the City will have an opportunity to evaluate the employee's performance and work-related conduct to determine whether the employee should obtain regular status.

7.2 Probationary Expectations.

Supervisors shall meet with probationary employees on an ongoing basis to review performance expectations.

7.3 Duration of Probation.

Employees shall serve an initial probationary period of twelve (12) months. During this period, an employee shall serve at the discretion of the City.

7.4 Promotional Probation.

The probationary period for employees who are promoted to a higher paid bargaining unit position as a result of a competitive process shall be six (6) months. If an employee fails to satisfy their promotional probationary period for performance or other job-related reasons as determined by the City, they may be returned to their former position provided there is a vacancy in that position or to another vacant bargaining unit position for which they have the knowledge, skills and abilities, without recourse under Article 11 – Grievance Procedure. Employees who have completed their initial probationary period and are serving a promotional probationary period shall continue to have just cause rights.

7.5 Transfer Probation.

A transfer as a result of a competitive process is a change in job classification that is in the same or lower salary range as their current classification and/or a change in work group. The probationary period for employees who transfer to a different work group and/or different job

classification shall be six (6) months. If an employee fails to satisfy their transfer probationary period for performance or other job-related reasons as determined by the City, they may be returned to their former position provided there is a vacancy in that position or to another vacant bargaining unit position for which they have the knowledge, skills and abilities, without recourse under Article 11 – Grievance Procedure. Employees who have completed their initial probationary period and are serving a transfer probationary period shall continue to have just cause rights.

## **ARTICLE 8 – SENIORITY**

### **8.1 Definitions.**

Except as otherwise set forth in Article 9, bargaining unit seniority shall be defined as the length of an employee's continuous service in positions covered by the bargaining unit since that employee's last date of hire into the library, or from the date of transfer from another City department into the library.

Job class seniority is defined as the total length of continuous service within a job classification.

Employees serving their initial probationary period shall have no seniority rights.

### **8.2 Ties in Seniority.**

Ties in bargaining unit seniority for employees working full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week shall be broken by date of application. If a tie still exists, it shall be broken by lot.

### **8.3 Seniority Lists.**

An updated bargaining unit seniority list (computed as outlined in Section 8.1) will be provided to the Union and bargaining unit employees quarterly.

### **8.4 Computation of Seniority.**

Employees will continue to accrue bargaining unit seniority while on PLO/OFLA/FMLA leave, military leave, paid leave, authorized unpaid leave up to 60 days, and as otherwise required by applicable law. Employees who are laid off and subsequently recalled shall retain their bargaining unit seniority except for the period of layoff.

### **8.5 Loss of Seniority.**

An employee shall lose all seniority and the employment relationship will be separated if any of the following events occur:

- A. Voluntary resignation or retirement;
- B. Discharge of a regular employee for just cause or discharge of a probationary employee "at will";
- C. Layoff for more than twelve (12) consecutive months;

- D. Failure to respond to a recall notice within ten (10) calendar days of receipt or fourteen (14) days from the date the notice was sent, whichever is greater;
- E. Failure to report for work upon expiration of an authorized leave of absence;
- F. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
- G. Failure to return from military leave in accordance with applicable law.

## **ARTICLE 9 – LAYOFF**

### **9.1 Layoff Decisions and Notice to Employees and the Union.**

The City may lay off employees for lack of work, reorganization, elimination of positions, shortage of funds and other reasons as it determines necessary for the efficient utilization of City resources and operation of library services. Employees will be given written notice of layoff or pay in lieu of notice, at the City's option, at least thirty (30) calendar days before the effective date of layoff. The notice will be sent to the employee's City email address and regular U.S. mail to the last known address the employee has on file with Human Resources. Notice shall be measured from the date of emailing the layoff notice. A copy of the layoff notice will also be emailed to the Union. Upon request by the Union, the City will meet with the Union to discuss alternatives to layoff. The 30-day notice requirement does not apply to employees who are laid off as a result of bumping by other employees. An employee who is laid off due to bumping will be provided at least fourteen (14) days written notice of layoff.

### **9.2 Layoff Procedure.**

The layoff procedure shall occur in the following manner:

- A. The City will determine the classifications subject to layoff and the number of employees to be laid off in such classifications.
- B. The City will also determine the staffing level (number of full-time and part-time employees regularly scheduled to work twenty (20) or more hours a week) in the classifications who will be retained following the reduction in force.
- C. Flexibly staffed employees are not subject to the layoff and recall procedures and will continue to be eligible to sign up for irregular flexible schedules. In addition, full-time and regular part-time employees who are laid off will be eligible to sign up for irregular flexible scheduled work. In such an event, they will be categorized as flexibly staffed employees and paid wage and benefits applicable for flexibly staffed employees. Full-time and part-time employees who elect to work flexible schedule shifts during layoff will not forfeit seniority.

### **9.3 Order of Layoff.**



- A. Except as set forth in Section E below, probationary part-time employees in an impacted classification will be laid off before regular (non-probationary) part-time employees. Similarly, probationary full-time employees in an impacted classification will be laid off before regular (non-probationary) full-time employees.
- B. Layoffs for full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours a week will be separately considered.
- C. Except as set forth in Section E below, in the event the City elects to layoff full-time employees in a classification, the full-time employee with the least bargaining unit seniority in the impacted classification will be laid off first, with layoffs of full-time employees continuing in reverse order of bargaining unit seniority.
- D. Except as set forth in Section E below, in the event the City elects to layoff part-time employees who are regularly scheduled to work twenty (20) or more hours a week in a classification, the regular part-time employee with the least bargaining unit seniority in the impacted classification will be laid off first, with layoffs of regular part-time employees continuing in reverse order of bargaining unit seniority.
- E. With respect to layoff decisions and bumping, the City reserves the right to retain a lower bargaining unit seniority employee in an impacted classification who possesses special knowledge, skills, and abilities that allow the City to serve the needs of all community members, including underserved populations, such as bilingual fluency. On an annual basis, the City will identify for the Union the minimum number of employees with bilingual fluency (or other specified special knowledge, skills, and abilities) that it would need to retain in the event of layoff. The City will furnish the Union a list and approximate headcount of positions in which incumbent(s) are identified as possessing special knowledge, skills and abilities and potentially exempt from seniority, as described in Article 8, for purposes of layoff or bumping at least thirty (30) days before the effective date of anticipated layoffs. Such actions shall only be taken for articulated job-related reasons and substantiated by written documentation.

#### 9.4 Employee Options.

An employee who has been notified of layoff or of being bumped has 3 options: 1) accept layoff; 2) apply for a vacant position within the City; or 3) bump an employee in a lower classification of the same employment status (i.e., a full-time employee may bump a full-time employee; a part-time employee regularly scheduled to work twenty (20) hours or more a week may bump a part-time employee), provided the employee has successfully served in that lower classification with the City, and they are qualified to perform all of the duties of that position and the employee subject to being bumped has less bargaining unit seniority. (Employee bumping options are also subject to 9.3E).

#### 9.5 Bumping.

- A. An employee who has been notified of layoff or of being bumped must notify Human Resources within seven (7) calendar days of receipt of the layoff notice that they wish to exercise bumping rights. If the employee does not notify Human Resources of intent to bump, it will be presumed that the employee will accept layoff, however, the employee may still apply for vacant positions within the City.
- B. An employee who bumps into a lower classification will be assigned to a step in the salary range of the lower classification based on their relevant internal and external experience. The employee will be required to successfully serve one year in that lower classification before advancing to the next step on the salary range.

#### 9.6 Layoff Lists.

Full-time employees who have been laid off shall be placed on a full-time employee layoff list by classification in the order of their bargaining unit seniority, with the employee with the highest bargaining unit seniority listed first and continuing in that order. Part-time employees who regularly work twenty (20) or more hours a week who have been laid off shall be placed on a separate regular part-time employee layoff list by classification in the order of bargaining unit seniority, with the employee with the highest seniority listed first and continuing in that order.

#### 9.7 Recall Procedures.

- A. Employees who have been laid off will remain on the layoff list and be eligible for recall for a period of twelve (12) months from date of layoff.
- B. Full-time employees who are on the layoff list shall be recalled to full-time vacancies in the classification they held when they were laid off in the order of bargaining unit seniority.
- C. Part-time employees who regularly work twenty (20) or more hours a week shall be recalled to regular part-time vacancies in the classification they held when they were laid off in the order of bargaining unit seniority.
- D. Employees are required to provide Human Resources with a current mailing and email address to be eligible for recall. Employees are further required to promptly notify Human Resources of changes in their mailing and/or email address.
- E. Recall notices will be sent via email and regular U.S. mail to the last known addresses that the employee has on file with Human Resources. Notice will be measured from the date of mailing of the recall notice. Employees will have ten (10) calendar days from receipt of a recall notice or fourteen (14) calendar days from mailing of the recall notice, whichever is longer, to accept or reject the offer. Employees who fail to respond to the recall notice within the designated time period shall be deemed to have rejected the recall offer.

- F. Employees who are recalled during the twelve (12) month period immediately following layoff will have their bargaining unit and classification seniority restored.
- G. Employees who are recalled will serve no probationary period assuming they successfully completed the probationary period prior to layoff. In the event the City voluntarily elects to recall a probationary employee after full-time and part-time employees regularly scheduled to work twenty (20) hours or more in a week in an impacted classification are granted recall rights, that employee will be on probation for the length of time required to complete the twelve (12) month probationary period.

9.8 Application of Seniority.

For full-time non-probationary employees, bargaining unit seniority shall be defined per Article 8 - Seniority. For purposes of layoff and recall, bargaining unit seniority for non-probationary part-time employees who are regularly scheduled to work twenty (20) or more hours per week will be prorated based on their average hours worked per week during the twenty-four (24) months immediately preceding their date of layoff multiplied by years of service from their last date of hire in the library or in the event of transfer from another City department into the library. For example, if a part-time employee was regularly scheduled to work an average of twenty-four (24) hours per week for the past twenty-four (24) months and the employee's last hire date with the City was five years earlier, the employee would be considered to have three (3) years of seniority (5 years multiplied by .6 FTE).

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE**

10.1 Just Cause.

Discipline may be imposed on regular employees, i.e., those who have completed their probationary period, only for just cause. Probationary employees serve at the discretion of the City.

10.2 Disciplinary Actions.

Disciplinary actions include, but are not limited to the following actions:

- Verbal Reprimands documented in writing
- Written Reprimands
- Suspensions without pay
- Demotion
- Discharges

Informal counseling shall not be considered disciplinary in nature.

Disciplinary action taken against regular employees shall normally be progressive in nature. However, the disciplinary process may be initiated at any step and the City may determine what disciplinary action is appropriate and skip steps depending on the seriousness of the conduct, prior disciplinary action taken against the employee and/or other factors, consistent with just cause.

The City shall email all written reprimands and notices of suspension, demotion, due process, and discharge to the Union within two (2) business days after it notifies the employee.

**10.3 Effect of Verbal or Written Reprimand.**

Verbal or written reprimands over two (2) years old shall not be the basis for progressive discipline, provided the employee has not engaged in the same or similar conduct over that period. Such discipline may, however, be used to establish an employee's knowledge of a standard, rule or policy.

**10.4 Effect of Higher Levels of Discipline.**

Suspensions and demotions over four (4) years old shall not be the basis for progressive discipline, unless the employee has engaged in the same or similar conduct. Such discipline may, however, be used to establish an employee's knowledge of a standard, rule or policy.

**10.5 Investigations.**

Employee interviews shall take place on City premises. Every effort will be made to schedule interviews of full-time or part-time employees during their regularly scheduled working hours. Interviews will be conducted in a professional and respectful manner with employees being granted breaks as reasonably necessary.

**10.6 Due Process.**

Regular status employees shall be provided with the opportunity to appear at a due process meeting before a final decision is made regarding whether they should be discharged, suspended, or subjected to another form of economic discipline. If the City contemplates discharge or other economic disciplinary action, the City will provide the employee and Union with written notice of a due process meeting. The notice will include the time and date of the meeting, a summary of the performance or conduct which prompted the City to contemplate such action, the policies alleged to have been violated, and the action the City is contemplating. At the meeting the employee and/or Union representative will be given the opportunity to provide any information and explanation desired, including any mitigating evidence or circumstances that they wish to be considered. This section shall not apply to probationary employees.

**10.7 Union Representation.**

An employee has the right to request the presence of a Union representative at any meeting that the employee reasonably believes may lead to disciplinary action. Employees are not entitled to select a particular Union representative, if doing so will delay the process. Should an allegation involve potential criminal conduct, the City agrees to provide the employee with a written Garrity warning.

**ARTICLE 11 – GRIEVANCE PROCEDURE**

**11.1 Procedure.**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved exclusively by the following procedure:

Step 1. Except as set forth below, within twenty-one (21) calendar days immediately following the date the employee and/or Union knew or should have known of the alleged contract violation, whichever date is earlier, the employee and the Union shall meet with the employee's immediate supervisor and make a good faith attempt to resolve the dispute informally. If the issue remains unresolved, the Union may submit a grievance, in writing, to the Library Director or Library Director's designee(s). The written grievance must be submitted within twenty-one (21) calendar days following the meeting between the supervisor, Union, and employee. The written grievance must include:

- 1) The name and position of the employee(s) on whose behalf the grievance was brought;
- 2) The date of the alleged violation or date the employee and/or Union knew of the violation;
- 3) A clear and concise statement of the relevant facts;
- 4) The specific provision(s) of the Agreement allegedly violated;
- 5) The remedy sought; and
- 6) The signature of the person submitting the grievance and their position, along with the date submitted.

Allegations that employees who have not completed their initial probationary period were disciplined or discharged in violation of the Agreement are not subject to the grievance procedure.

When the issue raised is whether a regular employee was discharged in violation of this Agreement the requirement that the issue be informally discussed with the employee's immediate supervisor is waived. In such event, the Union must submit a written grievance, which addresses (1) through (6) above, directly to the Library Director or Library Director's designee. The grievance must be filed within twenty-one (21) calendar days of the date the employee was notified of discharge.

Step 2. Within twenty-one (21) calendar days of receipt of the grievance, the Library Director or Library Director's designee will schedule a meeting to discuss the dispute with the Union. The Library Director or their designee shall render a written decision within thirty (30) calendar days following the meeting.

Grievances alleging verbal reprimands were issued in violation of just cause or other standards may not advance beyond Step 2 of the grievance procedure.

Step 3. If the grievance remains unresolved, the Union may appeal the grievance in writing to the City Manager or City Manager's designee. Appeals must be received by the City Manager or City Manager's designee within fifteen (15) calendar days after receipt of the written Step 2 decision. The written grievance to the City Manager or City Manager's designee must explain why the Union is proceeding with the grievance in light of the Step 2 response. Within fifteen (15) calendar days of receipt of the Step 3 written grievance, the City Manager or City Manager's designee shall schedule a meeting with the Union to discuss the grievance. Within thirty (30) calendar days after the meeting, the City Manager or City Manager's designee shall provide a written response to the Union.

Grievances alleging that written reprimands were issued in violation of just cause or other standards may not advance beyond Step 3 of the grievance procedure. Additionally, grievances alleging violations of Article 3.4 may not be advanced beyond Step 3 of the grievance procedure.

#### 11.2 Arbitration.

If the grievance is not resolved at Step 3, the Union may submit a written notice of intent to arbitrate to the City Manager or City Manager's designee. The written notice of intent to arbitrate must be submitted within fifteen (15) calendar days following receipt of the Step 3 response. Within fifteen (15) calendar days of that written notice, the Union and City must either mutually agree to an arbitrator or the Union must request a list of seven (7) Oregon and Washington arbitrators from the State Mediation and Conciliation Service. Upon receipt of the list, the Union will strike one name from the list first, and these strikes shall be alternated until only one (1) name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, nor issue a decision that is contrary to federal, state, or local laws or regulations. The arbitrator shall be confined to any joint stipulation of the issue submitted by the parties and shall be limited to interpretation and enforcement of this Agreement. The arbitrator's decision shall be final and binding on the affected employee(s), the Union, and the City.

#### 11.3 Costs.

The costs, fees and expenses of the arbitrator shall be borne by the losing party. In the event of a split decision, the parties shall share equally in the cost, fees, and expenses of the arbitrator. If the parties disagree about whether there was a losing party, the determination of how such costs, fees and expenses should be paid shall be made by the arbitrator with the arbitrator identifying a losing party or requiring equal sharing of costs, fees, and expenses.

#### 11.4 Time Limits.

All parties shall be bound by the time limits outlined in this Article. If the Union fails to respond in a timely fashion, the grievance shall be deemed waived. If the City fails to respond in a timely fashion at any step, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits outlined in this Article.

## **ARTICLE 12 – SICK LEAVE**

#### 12.1 Sick Leave Accrual for Full Time Employees.

Full-time employees shall be credited with four (4) hours sick leave per pay period.

If a new full-time employee starts work on or before the 15<sup>th</sup> of the month, the sick leave accrual will be 100% for that month. If the employee starts work on the 16<sup>th</sup> of the month or later, the sick leave accrual will be 0% for that month.

Sick leave accrual is unlimited for full-time employees.

12.2 Sick Leave Accrual for Covered Part-time and Flexibly Staffed Employees.

Sick leave shall accrue at a rate of one (1) hour for every twenty-five (25) hours worked. The maximum accrual that a part-time employee regularly scheduled to work twenty (20) or more hours a week may have at any time is 120 hours. The maximum accrual that a flexibly staffed employee may have at any time is 80 hours.

12.3 Sick Leave Accrual during Leaves of Absence.

Sick leave will accrue during all paid leaves of absence. It will not accrue when in an unpaid status.

12.4 Sick Leave Usage.

Employees may use sick leave for any of the following purposes:

- A. When they are unable to perform their duties due to an off-the-job illness or injury (mental or physical), pregnancy, necessity for medical or dental care;
- B. When they have been exposed to contagious disease under circumstances where their continued presence in the workplace would endanger the health of the public or other employees and they are unable to work remotely due to not having a suitable network connection and internet access and/or their own state of health;
- C. When their presence is required to care for a member of their immediate family as defined in Section 12.5 below;
- D. For the 3-day waiting period after they suffer a workers compensation injury or occupational illness and, should they become eligible for workers compensation time loss benefits, to supplement their workers compensation time loss payments in the amount of the differential between those payments and their regular net pay;
- E. For the birth, adoption, or foster care placement of a child, consistent with applicable law;
- F. For bereavement leave in accordance with Article 13.5; and
- G. For any other allowable use as provided by the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO), and the Oregon Sick Leave Law.

Employees are encouraged to contact the Human Resources Department if they have questions regarding the types of absences that sick leave can be used to cover.

Employees may use up to the amount of sick leave specified as “available” in the City’s Human Resource Information System (HRIS).

12.5 Definition of Immediate Family Member.

For the purpose of this article, “immediate family member” shall include all family members as defined by OFLA/PLO.

Specifically, “family member” shall mean: (a) the spouse of a covered individual; (b) a child or the child’s spouse or domestic partner; (c) a parent or the parent’s spouse or domestic partner; (d) a sibling or step-sibling of a covered individual or the sibling’s or step-sibling’s spouse or domestic partner; (e) a grandparent of a covered individual or the grandparent’s spouse or domestic partner; (f) a grandchild of a covered individual or the grandchild’s spouse or domestic partner; (g) the domestic partner of a covered individual; or (h) any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship. In the event that subsequent changes are made to the definition of “family member” as defined under OFLA or PLO, those changes shall apply to this section.

12.6 Sick Leave Verification.

The City may require an employee to submit written certification from a physician/healthcare provider or other acceptable verification of eligibility to receive sick leave benefits under any of the following conditions:

- A. The employee’s absence exceeds three (3) consecutive workdays, excluding scheduled days off;
- B. The City can articulate facts giving rise to a good faith concern that misuse of sick leave has occurred (i.e. questionable patterns of usage, calling in on a previously denied day off, etc.); or
- C. As otherwise permitted by applicable law.

The City will reimburse employees for any out-of-pocket costs incurred by the employee for obtaining medical verification. However, it is understood and agreed that employees will obtain verification via email, mail or facsimile, whenever possible.

12.7 Sick Leave Call-In Procedures.

All absences must be called in by 8:00 am to the Library’s Central Absence Line, unless the employee is incapacitated and unable to call in by that deadline.

Staff who know ahead of time of their need to take sick leave are encouraged to submit a request for leave through the timekeeping system and/or update the Library Scheduler as soon as they are able.

12.8 Sick Leave at Time of Separation from Employment.



Sick leave will not be paid out to the employee at time of separation from employment. Sick leave accruals will be reported to Oregon PERS in accordance with applicable law.

## **ARTICLE 13 – OTHER LEAVES OF ABSENCE**

### **13.1 Legally Protected Leave.**

The City will comply with the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO), and Oregon Sick Leave Law.

### **13.2 Military Leave.**

Military leave shall be granted in accordance with applicable state and federal law.

### **13.3 Oregon Crime Victims Leave.**

The City shall comply with the Oregon Crime Victims Leave law.

### **13.4 Jury and Witness Duty.**

Full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours per week are entitled to time off during their regularly scheduled working hours without loss of pay or other benefits for required jury duty. However, employees will be required to turn over any fees received for serving as a juror, excluding payments for mileage, meals, and parking. Employees who are released from jury duty during their regular working hours must promptly contact their supervisor for assignment for the remainder of the workday.

Employees are also entitled to paid time off during their regularly scheduled working hours for appearances as a witness in court, administrative or arbitration proceedings where the employee has been served a subpoena and attendance at such proceedings results from that employee's official duties.

The employee must inform their supervisor upon receipt of notice of jury service or subpoena to serve as a witness.

### **13.5 Bereavement Leave Purpose and Eligibility.**

Bereavement leave may be used for the purpose of mourning, making funeral or memorial arrangements and for attending the funeral or memorial service. Bereavement leave may also be used for pregnancy loss.

Full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours per week may be granted a leave of absence with pay of up to three (3) regularly scheduled workdays in the event of the death of an immediate family member as defined by Article 12.5 – Definition of Immediate Family Member and, in addition current siblings-in-law. (For part-time employees, the leave under this section shall be pro-rated based on their FTE.)

Employees who are eligible for coverage under OFLA may take up to two (2) weeks of accrued leave for the death of an immediate family member (as defined in Article 12.5) and consistent with OFLA and City policy.

For OFLA eligible employees (both full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours per week), the first three (3) days of leave under OFLA will be City-paid bereavement and any remaining time will be covered through accrued sick leave. Upon depletion of sick leave, employees may utilize their other available accrued vacation and/or compensatory time.

The use of either type of leave for bereavement purposes does not have to be consecutive, but the leave must be used within twelve (12) months of the date an employee receives notice of the family member's death.

### 13.6 Personal Leave.

*Full-Time Employees.* Full-time employees are provided sixteen (16) hours of paid personal leave per calendar year, except for those who are hired after July 1st of their initial year of employment who will receive a prorated eight (8) hours of paid personal leave day for that year.

*Part-Time Employees (20+).* Part-time employees regularly scheduled to work twenty (20) hours or more hours per week are provided twenty-five (25) hours of paid personal leave per calendar year, except for those who are hired after July 1st of their initial year of employment who will receive a prorated twelve and one-half (12.5) hours of paid personal leave day for that year.

*Effective January 1, 2025, the personal leave benefit currently provided to Part-Time Employees (20+) will be replaced with the following:*

Effective January 1, 2025, part-time employees regularly scheduled to work twenty (20) hours or more hours per week will accrue personal leave at the rate of two (2) hours per pay period for a maximum annual accrual of forty-eight (48) hours.

*Rules for Usage of Personal Leave (Applicable to all employees).* Personal leave may be used for any purpose if approved by the employee's supervisor. Personal leave must be used in the same calendar year it is earned or it is forfeited. Personal leave is not paid out upon separation of employment.

### 13.7 Other Leave.

Full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week are eligible for unpaid extended leaves of absence for up to six (6) months at the discretion of the City, the City agrees to return the employee granted a leave under this provision to their classification and rate of pay in effect at the time the leave commenced. A leave is considered an extended leave when the leave exceeds the employee's leave accrual and/or is four (4) weeks or more in duration.

## ARTICLE 14 – HOLIDAYS

### 14.1 Designated Holidays.

Full-time employees shall receive holiday pay for the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

### 14.2 Computation of Holiday Pay.

Full-time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their normal rate of pay.

### 14.3 Working on a Holiday.

The City may deem it necessary to remain open on certain holidays designated in section 14.1, consistent with its operational needs. For those holidays listed above in which the library remains open, employees who work on such holidays shall receive their normal rate of pay for the holiday they worked. In addition, full-time employees shall be granted a flex day of 8 hours to use during the calendar month in which the holiday falls. The scheduling of the flex day is subject to the supervisor's approval and shall not result in overtime for the employee.

### 14.4 Holidays that Fall During Leaves of Absence.

For full-time employees, holidays that occur during authorized vacation or sick leave, or other authorized paid leaves of absence, shall not be charged against such leave and shall be paid as holiday pay. Otherwise, a full-time employee must work (or be in a paid status) the last scheduled workday before and the first scheduled workday after the holiday to receive the holiday pay.

### 14.5 Holidays that Fall on Employee's Day Off.

When a full-time employee is unable to observe a holiday recognized by the City because the holiday falls on the employee's day off, the employee will be granted a different day off (of 8 hours) within the same month. For example: For President's Day (holiday falls on a Monday), staff working a Tuesday through Saturday schedule would be able to take an additional day off during the month of February.

14.6 Make-Up Hours. In order to maintain hours for part-time employees regularly scheduled to work twenty (20) or more hours a week, for holidays that occur on their regularly scheduled

workday and the library is closed, employees will be given the opportunity to make up the hours during that month subject to the supervisor's approval which will not be unreasonably denied.

## **ARTICLE 15 – RETIREMENT**

### **15.1 PERS Retirement.**

Employees are required to participate in the Public Employees Retirement System/Oregon Public Service Retirement Plan (PERS/OPSRP). Eligible employees contribute 6% of their pre-tax salary per pay period, and the City makes an employer contribution established by PERS regulations. Retirement benefits are allowed and provided according to the regulations established under PERS/OPSRP.

### **15.2 Deferred Compensation.**

All employees are eligible to participate in a voluntary deferred compensation program offered by the City. In accordance with plan requirements, each new employee, except flexibly staffed employees, will automatically be enrolled in the City's Deferred Compensation program to contribute at the rate of one percent (1%) of their pre-tax wages, unless the employee chooses to opt out. They are eligible to receive a matching contribution from the City in the amount of 1% of their base salary per pay period. The City's matching contributions shall be deposited in a 401(a) deferred compensation account each pay period. All matching contributions are 100% vested.

Employees may opt out of the Deferred Compensation program at any time.

## **ARTICLE 16 – HEALTH AND WELFARE**

### **16.1 Health Insurance.**

- A. Eligibility. All full-time employees scheduled to work thirty-two (32) hours or more will be eligible for medical, dental and vision insurance. "Eligible family members" shall include spouses, registered domestic partners as defined by ORS Chapter 106, and eligible children, subject to insurance carrier eligibility rules.

All part-time employees' regularly scheduled to work twenty (20) or more hours per week are eligible for medical, dental and vision insurance as set forth in the Part-Time Employee Benefits Guide (Guide) and in Section D below.

- B. Plans. The City will continue to offer one PPO (Preferred Provider Option) and one HMO (Health Maintenance Organization) health insurance plan. Currently, the City offers CIGNA Open Access Plus Plan (PPO) and Kaiser Copay Plan B (with vision and alternative care).

Plan benefit summaries will be provided to employees at open enrollment in October – November.

It is understood that the plans offered by the City are subject to carrier modifications that are beyond the control of the City and are not subject to bargaining.

Should the City seek to change to a comparable benefit design by the same or alternate carrier, the City will provide at least 90 days' notice of the plan design change to the Union. In the event the Union disagrees that the new plan design is comparable, the parties agree to discuss the provisions of the new benefit plan during the notice period. The City is not precluded from imposing the new plan after the 90-day notice period, however, should the Union dispute the new plan as not comparable, the dispute process will be the grievance process as provided in Article 11 (Grievance Procedure); the Union may file at Step 2.

- C. Premiums. Full-time employees shall contribute one hundred forty-five dollars (\$145) of the medical, dental and vision plans selected by the employee, and the City shall pay the remaining portion.

Effective January 1, 2025, full-time employees shall contribute one hundred fifty-five dollars (\$155) of the medical, dental and vision plans selected by the employee, and the City shall pay the remaining portion.

Effective January 1, 2027, full-time employees shall contribute one hundred sixty-five (\$165) of the medical, dental, and vision plans selected by the employee, and the City shall pay the remaining portion.

Employee premiums shall be paid through payroll deductions. In the event an employee is eligible for continued medical, dental and vision coverage while on an unpaid leave, the employee will be responsible for remitting payment to the City on or before the Payroll deadline. Employees who lose benefits due to separation of employment or unpaid leave of absence will be eligible for continuation of group benefits at employee expense as provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA) according to law.

- D. Part-Time Employees. Part-time employees, who are eligible for medical, dental and vision insurance benefits per the Part-Time Employee Benefits Guide, are responsible for the premium cost share as outlined in the Guide and described as follows: the City shall contribute the same amount toward an employee's selected medical, dental and vision plans insuring dependents as would have been contributed toward an employee's selected medical, dental and vision plans for employee-only coverage. The employee shall pay the remaining portion.

Effective January 1, 2023, the employee's monthly contribution for the employee-only plan shall be one hundred forty-five dollars (\$145) per month.

Effective January 1, 2025, the employee's monthly contribution for the employee-only plan shall be one hundred fifty-five dollars (\$155) per month.

Effective January 1, 2027, the employee's monthly contribution for the employee-only plan shall be one hundred sixty-five dollars (\$165) per month.

16.2 Employee Benefits Committee. The Union agrees to participate fully in the City-established Employee Benefits Committee in recognition of the significance of health insurance costs as an aspect of total compensation.

The Union may have up to two (2) bargaining unit employees on the Committee who will be paid at their regular rate of pay by the City to participate in meetings. The participation in meetings will occur during regularly scheduled business hours and not result in overtime compensation.

16.3 Long Term Disability Insurance.

A. Eligibility.

All full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week will be eligible for long term disability insurance.

B. Plan.

The Long-Term Disability (LTD) Plan provided by the City will provide employees who are determined to be eligible for the benefits by the City's insurance carrier an income equal to sixty (60%) of the employee's pre-disability base wage. This insurance plan will provide, subject to policy provisions, salary replacement to employees who are determined to be eligible for benefits when ninety (90) calendar days have elapsed from the time of disabling injury or illness.

16.4 Continuation of City-paid Insurance Benefits.

The City agrees to continue long-term disability (LTD) insurance premiums through the elimination period for the LTD benefit payments. The City will also provide City-paid medical, dental, vision insurance benefits for the duration of a FMLA/OFLA/PLO unpaid leave of absence for employees, provided that the employee pays the employee portion of the premium.

16.5 Life Insurance.

A. Full-time Employees.

Full-time employees will be provided basic life insurance at \$50,000 and Accidental Death and Dismemberment insurance at \$50,000 paid for by the City.

B. Part Time Employees.

Part-time employees regularly scheduled to work twenty (20) or more hours per week will be provided basic life insurance at \$25,000, and Accidental Death and Dismemberment insurance at \$25,000, paid for by the City.

C. Flexibly Staff Employees.

Flexibly Staffed employees will be provided basic life insurance at \$10,000, and Accidental Death and Dismemberment insurance at \$10,000, paid for by the City.

16.6 Flexible Spending Account.

(Available to full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week)

A. Medical Expenses.

To the extent permitted by law, Health Care Flexible Spending Accounts which allow employees to pay for deductibles and unreimbursed medical, dental and vision expenses with pretax wages, will be made available by the City.

B. Dependent Care.

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts which allow employees to pay for dependent care with pre-tax wages, will be made available by the City.

16.7 VEBA.

During the term of this Agreement, the City will contribute two (2%) of base salary per pay period (exclusive of any incentive pay) for full-time employees and for part-time employees regularly scheduled to work twenty (20) or more hours per week to a Voluntary Employees' Beneficiary Association (VEBA) to be used by employees, at their option, for either pre or post-retirement eligible expenses.

**ARTICLE 17 – VACATION**

17.1 Vacation Accrual.

Full-time employees shall be credited with vacation leave according to the following schedule:

Years of continuous service	Pay period accrual rate	Annual accrual	Maximum accrual
0 through 5 years (0 months up to 60 months)	6.00 hours	18 days (144 hours)	36 days (288 hours)
6 through 10 years (60 months up to 120 months)	7.00 hours	21 days (168 hours)	42 days (336 hours)
11 years or more (120+ months)	8.00 hours	24 days (192 hours)	48 days (384 hours)

New full-time employees will be eligible to accrue vacation as follows: If a new employee starts work on or before the 15<sup>th</sup> of the month, the vacation accrual will be 100% for that month. If the employee starts work on the 16<sup>th</sup> of the month or later, the vacation accrual will be 0% for that month and will begin accruing on the 1<sup>st</sup> day of the following month. (For example, if an employee is hired on March 5<sup>th</sup>, the vacation accrual will be 100% for the month of March. If the employee is hired on March 25<sup>th</sup>, the vacation accrual will be 0% for the month of March and will begin accruing April 1<sup>st</sup>.)

Employees will receive vacation accruals during all paid leaves of absence. An employee who is on unpaid status for less than 50% of the hours they are regularly scheduled to work in a pay period will continue to receive full vacation accrual during that pay period. An employee who is on unpaid status for 50% or more of the hours they are regularly scheduled to work during a pay period will receive no vacation accrual for that pay period.

Vacation may accrue up to a maximum of two times an employee's annual accrual; however, employees will be able to use their excess leave any time during the calendar year as long as their accrual bank is reduced to their established maximum on January 1<sup>st</sup> of the next year. Any vacation hours over the established maximum on January 1<sup>st</sup> will be forfeited.

#### 17.2 Vacation Usage.

Employees may use up to the amount of vacation leave accrued as of the prior pay period. Vacation leave must be approved by the supervisor, except in cases where vacation is being substituted for an otherwise unpaid leave.

#### 17.3 Vacation Leave Requests.

All employees will submit leave requests into the timekeeping system or via normal department procedures as early as possible so arrangements for coverage can be made.

Requests of five (5) consecutive days or more must be submitted no less than four (4) weeks in advance. Within two (2) weeks of an employee submitting a vacation leave request, supervisors shall respond in writing or via time management software and provide a clear reason for any denied requests.

In the event of competing requests for times submitted concurrently, employees may exercise preference on the basis of job classification seniority no more than once per calendar year.

There are certain high demand times such as breaks for area schools, Summer Reading, and days before and after City designated holidays. For these high demand times the scheduler (administration work group) will set the deadline for new requests, typically a month before the holiday or event. Previously approved requests will be honored. Leave requests will then be evaluated after the deadline to determine how many staff can be granted leave. Employees may enter leave requests after the deadline but granting approval will be delayed until the library is fully staffed for that period.



The Library reserves the right to approve or deny vacation requests after consideration and assessment of operational needs.

17.4 Exhaustion of Vacation Leave.

Vacation leave must be exhausted before an employee is placed in unpaid leave status. Unless the employee has been approved for Paid Leave Oregon (PLO) or other disability benefits coverage (e.g., LTD), vacation leave must be exhausted before an employee is placed in unpaid leave status.

## ARTICLE 18 – WAGES

18.1 Wages.

- A. Effective July 1, 2024, employees will receive a cost-of-living adjustment of four percent (4.0%) as set forth in Appendix A – Salary Schedule.
- B. Effective July 1, 2025, employees will receive a cost-of-living adjustment of three percent (3.0%).
- C. Effective July 1, 2026, employees will receive a cost-of-living adjustment of three percent (3.0%).
- D. Effective July 1, 2027, employees will receive a cost-of-living adjustment of three percent (3.0%).

*Additional Compensation Changes:*

Library Materials Assistant (LMA): Classification to move from UL8 to a UL10 and UL10 range to be shortened from 8 to 4 steps.

Effective July 1, 2024, all other bargaining unit classifications will receive a one percent (1.0%) wage adjustment.

18.2 Beginning Salary.

With the exception of the Library Materials Assistant, an employee's relevant internal and external experience will be considered in placement on the range for the classification in which they were hired. Due to the nature of the role and the compressed salary range, Library Materials Assistants will start at the first step in the range upon being hired.

18.3 Salary Adjustments.

At the beginning of the first pay period following completion of initial probation, an employee will be eligible to advance to the next step in the salary range. The employee will be eligible to advance to the next step in the range until the employee reaches the maximum. The effective date of a scheduled step increase or other salary adjustments is the first day of the MUNIS pay period that includes the employee's new anniversary date.

An employee who is promoted shall be placed in their new salary range based on their relevant internal and external experience or at a step that is at least a four percent (4%) increase, whichever is greater. An employee who is promoted to a classification in a higher range will have their anniversary date reset to their effective date of promotion. Every year thereafter, the anniversary date of their promotion will be used to determine the effective date of the next scheduled step increase (which will be the first day of the MUNIS pay period the includes the employee's promotion date). The employee will be eligible to advance to the next step in the range until the employee reaches the maximum.

An employee who fails to satisfy their promotional probationary period and is returned to their former position per Article 7.4 (Promotional Probation) will be restored to their former rate of pay and step placement. An employee who is placed in another position because their previous position has been filled, per Article 7.4 (Promotional Probation) will be assigned to a step based on their relevant internal and external experience.

#### 18.4 Working Out of Class.

- A. When a full-time employee is assigned by a supervisor in writing (via e-mail) to perform the duties of a higher classification for two hours or more, the employee shall be paid for all hours worked for the duration of the out-of-class assignment at a working out of class rate of 4% above the employee's current rate of pay. When it is necessary for an employee to work in a lower classification, the City shall pay the employee their regular rate for their regular classification.
- B. When a part-time (regularly scheduled to work twenty (20) hours or more) or flexibly scheduled employee is assigned by a supervisor in writing (via e-mail) to perform the duties of a different classification, the employee shall be paid for all hours worked in that classification at the rate of pay for that classification.

#### 18.5 Lead Worker Pay (Library Support Specialist).

When a Library Support Specialist is assigned in writing (via e-mail) to perform as a lead for two or more hours (i.e., assign work, direct staff, or organize and delegate the work of other staff) the employee shall be paid for all hours worked for the duration of the lead assignment at a lead worker rate of 4% above the employee's current rate of pay.

#### 18.6 Bilingual Pay.

Employees who can demonstrate the ability to speak Spanish, another language spoken by over 10% of City residents as documented by the most recent U.S. Census, or Vietnamese at a proficiency level determined by a fluency test administered by the City, will receive 3% (three percent) premium pay. The incentive is only paid on hours in paid status.

In the event that the City adopts a revised bilingual policy for non-represented employees during the term of this Agreement, the City will notify the Union and allow them to demand to bargain over it, per ORS 243.698.

## **ARTICLE 19 – NO STRIKES OR WORK STOPPAGES**

### **19.1 Strike.**

During the term of the Agreement, there will be no strikes, slowdowns, or work stoppages. Neither the Union nor bargaining unit employees will promote, sponsor, engage in or condone any strike, slowdown, or work stoppage. Additionally, the Union is obligated to comply with the statutory dispute resolution procedures set forth in PECBA before striking after expiration of this Agreement.

### **19.2 Violation of Article.**

In the event of a violation of this Article by bargaining unit employees, the City may discipline or discharge any employee involved in such activity. Nothing in this Article shall preclude the City from pursuing other legal recourse.

### **19.3 Informing Members.**

Upon receiving written (email) notice of a strike, slowdown or work stoppage, the Union will promptly notify bargaining unit employees of their obligations under this Agreement and direct them to return to work.

### **19.4 Lockout.**

During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no preceding breach of this Article.

## **ARTICLE 20 – SAVINGS CLAUSE**

If any provision of this Agreement, including Memorandum of Agreements and Memorandum of Understandings between the City and Union, should be held unlawful or unenforceable by a court or administrative agency or if compliance with any provisions should become prohibited by statute or regulation, such provisions shall become null and void. The remaining provisions of the Agreement shall continue in effect. The parties shall promptly enter negotiations in accordance with ORS 243.702 and ORS 243.698 for the purpose of addressing the impact of removing the unlawful provision from the Agreement.

## **ARTICLE 21 - GENERAL PROVISIONS**

### **21.1 Existing Policies Governing Employee Conduct.**

It is recognized that the City must retain authority to fulfill its responsibilities and has done so through the implementation of policies governing employee conduct. It is agreed that during

the term of this Agreement, no policy will be implemented which is contrary to the terms of this Agreement.

In the event the City determines that it is appropriate to revise existing policies or implement new policies governing employee conduct, the City shall notify the Union in writing at least fourteen (14) days prior to the intended implementation of the change, as required by PECBA. The Union may provide notice of intent to bargain consistent with ORS 243.698. For matters not related to employment relations, the parties may meet and confer to discuss concerns.

#### 21.2 Safety Committee.

The Union shall have up to three (3) designees on the Safety Committee. The employee representative shall be permitted reasonable time to participate in Safety Committee business without loss of pay. Union participation on the safety committee does not waive any rights under PECBA. Meeting minutes shall be made available to all employees in the bargaining unit.

#### 21.3 Labor Management Committee.

The parties are committed to establishing and maintaining a cooperative labor partnership.

The Union shall have up to three (3) designees on the Labor-Management Committee. The employee representatives shall be permitted reasonable time to participate in the committee business without loss of pay. Union participation on the committee does not waive any rights under PECBA.

#### 21.4 Inclement Weather or Disasters.

- A. When, in the judgment of the City, inclement weather or disaster requires the closing or curtailing of library services, and employees are either sent home prior to the end of their shift, are instructed not to report until after the start of their shift, or are instructed not to report at all, the employee shall be paid for the entirety of the employee's scheduled work shift.
- B. In the following situations, employees shall be permitted to use accrued vacation or personal leave, make up hours, or take approved unpaid leave:
  - 1. If inclement weather or a disaster becomes hazardous, an employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee. If an employee decides to leave prior to the beginning of the City closing or curtailing services, they will not be eligible to receive inclement weather pay for the time when the closure or curtailing began. For example: An employee decides to leave at 5:00 p.m. and their shift was supposed to end at 8:00 p.m. The City decides to close at 7:00 p.m. The employee will not be eligible to receive one hour of inclement weather pay and will be required to utilize their vacation, personal leave, unpaid hours or make up hours per section C.

2. When inclement weather or a disaster makes coming to work dangerous, employees may choose not to report to work or to report late, providing they provide timely notice to their supervisor.
- C. Employees who miss work due to inclement weather or a disaster, as described in Section 21.4(b), may choose to make up the hours. The Library Department will schedule a make-up that is mutually agreed between employees and their supervisors unless the City is unable to provide make-up work within the pay period in which the inclement weather or disaster occurred, such as the Library closes due to inclement weather on the last day of the pay period.) In no instance will time worked during any make-up period result in overtime or compensatory time being charged to the City. If an employee fails to work the make-up time, as scheduled, then the right to make up the lost time is forfeited.

#### 21.5 Commuter Benefit.

The City encourages the use of public transit, and agrees to provide all bargaining unit employees with a Tri-Met Universal Annual Pass upon request. Employees hired during the course of this Agreement shall be provided a Universal Annual Pass within 30 days of hire. The Universal Annual Pass is property of the City and must be turned in upon separation of employment.

#### 21.6 Training and Development Opportunities.

The City will strive to provide training and development opportunities to bargaining unit employees equitably, subject to operational needs and sufficient funds being available. Employees are encouraged to suggest training opportunities.

#### 21.7 Temporary Remote Work.

Due to the public facing nature of their work, most bargaining unit positions are not eligible for remote work. Where position duties, operational/scheduling needs and individual situations permit offering remote work, it may be offered on a temporary basis consistent with City and Library policies regarding remote work.

Training and learning opportunities – e.g. online conferences, workshops, and classes – will be considered for remote work. Approval of such requests will not be unreasonably denied and employees approved for remote work may still be subject to being called into the library if there is an operational or scheduling need.

Requests for ADA, medical, or other accommodations that have been reviewed and approved by the Library Department and Human Resources may qualify for remote work.

In all cases, employees authorized to work remotely are responsible for becoming familiar with and complying with the Remote Work Policy and additional requirements needed to support the City's operational and service needs at the discretion of the Director.

Employees approved for remote work are responsible for providing a suitable network connection and internet access.

## 21.8 Workloads.

- A. It is the City's right to establish the workload for employees. In addressing the assigned workload, the employee's supervisor may establish reasonable job performance standards, and may revise them. Such performance standards shall be communicated to each affected employee. Management and the Union will discuss workload issues in Labor/Management Committee.
- B. When changes in functions, size, organization, mission, technology or equipment result in significant changes to the duties assigned to positions or the classification of positions, and in the judgment of the City, employees occupying those positions do not meet the new required knowledge, skills and abilities, such changes may be brought forward by management or the Union to the Human Resources Department. Human Resources shall review and seek alternatives that, in its judgment, meet the operational needs of the City with the least amount of impact on the bargaining unit member. This review does not apply to employees who would be subject to layoff based on position elimination and/or budget reductions.

## **ARTICLE 22 – PERSONNEL FILES**

### 22.1 Personnel File Maintenance.

The Human Resources Department shall maintain the official personnel file on each bargaining unit employee.

### 22.2 Employee Review of File.

The City will provide an employee the opportunity to review their personnel file. Employees shall also have the right to request copies of items from their personnel files. Original personnel file documents may not be removed from Human Resources.

Employees may place statements of rebuttal or mitigation in response to any disciplinary action placed in their personnel file. Such written responses will become a part of the employee's personnel file.

### 22.3 Removal of Discipline from Personnel Files.

Employees may request that verbal reprimands that have been documented in writing, written reprimands, suspensions and demotions that can no longer be used for progressive discipline purposes as outlined in Articles 10.3 and 10.4, be removed from their personnel file. However, such reprimands are not considered expunged. They will be kept in separate files maintained by Human Resources. Disciplinary actions that have been removed from an employee's personnel file will not be used against an employee for the purpose of progressive discipline but may be used by the City to show compliance with legal obligations, as well as to establish consistency, lack of discrimination, notice of policy or standards, internal reference checks, existence of mitigating or aggravating circumstances and to defend against legal claims.

## ARTICLE 23 - FILLING OF VACANCIES

### 23.1 Organizational Excellence.

The parties are committed to staff retention, employee growth, inclusivity and organizational excellence.

### 23.2 Filling Open Established Schedules within the Library.

When a regular work schedule is vacated, and the City chooses to fill it, the City will offer the open work schedule to employees who work in the same classification in the same work group, subject to the conditions described below:

- A. The vacant work schedule will only be offered to employees who work the same number of hours in the same classification in the same work group, and there must be no resulting increase in the FTEs for the library.
- B. The City will notify the Union and all bargaining unit members (who meet section 23.2(a)) via email and bulletin board posting of the vacant work schedule. If the City does not choose to fill a vacant work schedule, they will notify the Union via email.
- C. Employees will have seven (7) calendar days from the date of the email notice to reply in writing or via email. Day 1 starts on the day of the email notice. If more than one employee submits a request, the employee with the most bargaining unit seniority will be given the vacant work schedule. The City may, however, deny an employee's request based on operational need, budgetary, or performance considerations.
- D. This section is not considered a competitive recruitment process because the employee with the most bargaining unit seniority will receive the vacant work schedule, subject to paragraph (c), above.

23.3 Once 23.2 is exhausted (if applicable), and if a vacancy in the bargaining unit remains, the City will post vacancies within the bargaining unit on the City's jobs page for at least fourteen (14) calendar days prior to filling. However, it is agreed that past recruitments for a given classification may be utilized to fill future vacancies in that classification for up to nine (9) months.

23.4 Except as provided below, employees who meet the minimum qualifications and submit the requested materials shall receive an interview for the position. Employees who meet minimum qualifications will be permitted to interview at the discretion of the Hiring Manager in the following situations:

- A. the employee's most recent performance appraisal is documented as not meeting expectations, and/or the employee is on a performance improvement plan;
- B. the employee has received discipline at a level higher than a written reprimand (or more than one written reprimand) in the last twelve (12) months; or

C. the employee is currently on probation.  
23.5 Any employee who interviews for a vacant position who is not selected shall, upon written request within seven (7) days, be entitled to be informed of the reasons the employee was not selected. Only a refusal to inform the employee will be grievable under this section.

**ARTICLE 24 – TERM OF AGREEMENT**

24.1 Length of Agreement.

This Agreement shall be effective July 1, 2024 and shall remain in full force and effect through June 30, 2028.


This Agreement will be automatically reopened for negotiation of a successor agreement on March 1, 2028, unless both parties mutually agree to a different date. This Agreement shall remain in full force and effect as the "status quo" during negotiations for a successor agreement.

**FOR THE CITY:**

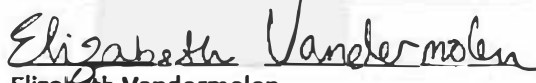
  
\_\_\_\_\_  
Robby Hammond  
City Manager

DATE: 8/7/24


**FOR THE UNION:**

  
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Casey Jennett  
AFSCME Staff Representative

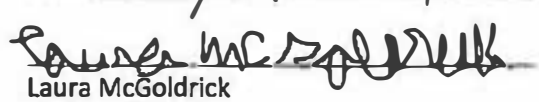
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\_\_\_\_\_  
Elizabeth Vandermolen

DATE: 8/03/2024

  
\_\_\_\_\_  
Brian Shapiro

DATE: 8/4/2024

  
\_\_\_\_\_  
Laura McGoldrick

DATE: 8/01/2024



## APPENDIX A – SALARY SCHEDULE

### AFSCME Annual Base Pay

**2024-25**

Job Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Library Training Specialist	72,246	75,136	78,142	81,268	84,519	87,900	91,416	95,073
Librarian	66,795	69,467	72,246	75,136	78,142	81,268	84,519	87,900
Library Outreach Coordinator	66,795	69,467	72,246	75,136	78,142	81,268	84,519	87,900
Library Volunteer Services Coordinator	66,795	69,467	72,246	75,136	78,142	81,268	84,519	87,900
Library Administrative Support Specialist	52,789	54,901	57,098	59,382	61,758	64,229	66,799	69,471
Library Support Specialist	52,789	54,901	57,098	59,382	61,758	64,229	66,799	69,471
Library Materials Assistant					46,484	48,344	50,278	52,290

**Effective the first pay period which includes July 1, 2024,**

base salary ranges for Library Training Specialist, Librarian, Library Outreach Coordinator, Library Volunteer Services Coordinator, Library Administrative Support Specialist, Library Support Specialist will be increased by 5% which includes a 4.0% COLA + 1.0% wage adjustment; the new base salary range for Library Materials Assistant will be increased by 4.0% COLA.

**AFSCME Annual Base Pay**

**2025-26**

<b>Job Classification Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Library Training Specialist	74,414	77,391	80,487	83,707	87,056	90,539	94,161	97,928
Librarian	68,799	71,551	74,414	77,391	80,487	83,707	87,056	90,539
Library Outreach Coordinator	68,799	71,551	74,414	77,391	80,487	83,707	87,056	90,539
Library Volunteer Services Coordinator	68,799	71,551	74,414	77,391	80,487	83,707	87,056	90,539
Library Administrative Support Specialist	54,373	56,548	58,810	61,163	63,610	66,155	68,802	71,555
Library Support Specialist	54,373	56,548	58,810	61,163	63,610	66,155	68,802	71,555
Library Materials Assistant					47,879	49,795	51,787	53,859

**Effective the first pay period which includes July 1, 2025,**  
base salary ranges for AFSCME classifications will be increased by 3.0% COLA.

**AFSCME Annual Base Pay**

**2026-27**

<b>Job Classification Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Library Training Specialist	76,647	79,713	82,902	86,219	89,668	93,255	96,986	100,866
Librarian	70,863	73,698	76,646	79,712	82,901	86,218	89,667	93,254
Library Outreach Coordinator	70,863	73,698	76,646	79,712	82,901	86,218	89,667	93,254
Library Volunteer Services Coordinator	70,863	73,698	76,646	79,712	82,901	86,218	89,667	93,254
Library Administrative Support Specialist	56,005	58,246	60,576	63,000	65,520	68,141	70,867	73,702
Library Support Specialist	56,005	58,246	60,576	63,000	65,520	68,141	70,867	73,702
Library Materials Assistant					49,316	51,289	53,341	55,475

**Effective the first pay period which includes July 1, 2026,**  
base salary ranges for AFSCME classifications will be increased by 3.0% COLA.

**AFSCME Annual Base Pay**

**2027-28**

<b>Job Classification Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Library Training Specialist	78,947	82,105	85,390	88,806	92,359	96,054	99,897	103,893
Librarian	72,989	75,909	78,946	82,104	85,389	88,805	92,358	96,053
Library Outreach Coordinator	72,989	75,909	78,946	82,104	85,389	88,805	92,358	96,053
Library Volunteer Services Coordinator	72,989	75,909	78,946	82,104	85,389	88,805	92,358	96,053
Library Administrative Support Specialist	57,686	59,994	62,394	64,890	67,486	70,186	72,994	75,914
Library Support Specialist	57,686	59,994	62,394	64,890	67,486	70,186	72,994	75,914
Library Materials Assistant					50,796	52,828	54,942	57,140

**Effective the first pay period which includes July 1, 2027,**  
base salary ranges for AFSCME classifications will be increased by 3.0% COLA.

## Notary LOA

The issue of assignment of notary duties to represented staff has come up in the parties' successor negotiations. The parties have reached the following understandings:

1. The parties agree that the assignment of notary duties to staff is a management prerogative.
2. In order to address concerns raised by some Library staff, the parties agree to incorporate by reference the indemnification statute into this LOA – ORS 30.285.<sup>1</sup>
3. In addition, as a function of the labor management committee, the parties agree to meet semi-annually for the first year of this agreement to address concerns raised by some Library staff regarding issues unique to providing notary services at the Library. Selected staff with notary duties may be invited to attend by the Union to share regarding these concerns.
4. It is understood that staff concerns about customer service interactions that are incidental to notary service but not specific to that service should be addressed via the Patron Rules for Use, with support from a supervisor or manager as relevant, or through Connect Staff Meetings or the Labor Management Committee's regular meetings.
5. Nothing in this LOA shall limit management's right to assign work unless specifically agreed to otherwise by the parties in writing via an LOA.

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<sup>1</sup> ORS 30.285 provides: In the absence of malfeasance, or willful or wanton neglect of duty, the governing body of any public body shall defend, save harmless and indemnify any of its officers, employees and agents, whether elective or appointive, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty.