

**Collective Bargaining Agreement
Baker City, Oregon**

And

**AFSCME LOCAL 2175
Baker City Employees Association
(BCEA)**

July 1, 2022 - June 30, 2025

ARTICLE 1	RECOGNITION	4
ARTICLE 2	TERM OF AGREEMENT.....	5
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	UNION SECURITY.....	5
ARTICLE 5	EXISTING CONDITIONS	7
ARTICLE 6	SALARIES.....	7
ARTICLE 7	INSURANCE BENEFITS.....	9
ARTICLE 8	RETIREMENT	10
ARTICLE 9	SPECIAL ALLOWANCE	10
ARTICLE 10	OVERTIME.....	10
ARTICLE 11	VACATIONS	11
ARTICLE 12	HOLIDAYS.....	12
ARTICLE 13	SICK LEAVE	13
ARTICLE 14	BEREAVEMENT LEAVE	15
ARTICLE 15	LEAVES OF ABSENCE.....	15
ARTICLE 16	EDUCATIONAL OPPORTUNITIES	16
ARTICLE 17	LAYOFF.....	16
ARTICLE 18	STANDBY DUTY	18
ARTICLE 19	CALL-BACK	18
ARTICLE 20	SENIORITY.....	19
ARTICLE 21	PROBATIONARY PERIOD AND PROMOTIONS	20
ARTICLE 22	WORK OUT OF CLASSIFICATION.....	20
ARTICLE 23	PERSONNEL RECORDS	21
ARTICLE 24	DISCIPLINE AND DISCHARGE.....	21
ARTICLE 25	GRIEVANCE PROCEDURE AND ARBITRATION	22
ARTICLE 26	BULLETIN BOARDS.....	24
ARTICLE 27	GENERAL PROVISIONS.....	24
ARTICLE 28	BCEA BUSINESS	25
ARTICLE 29	INDEMNIFICATION AGAINST LIABILITY.....	25
ARTICLE 30	SCOPE OF AGREEMENT.....	25
ARTICLE 31	SAVINGS CLAUSE	25

ARTICLE 32 RATIFICATION	26
APPENDIX A.....	27
EXHIBIT A.....	28

**Collective Bargaining Agreement
Baker City, Oregon
and
Baker City Employees Association**

PREAMBLE

This agreement is entered into by the City of Baker City, Oregon, hereinafter referred to as the City and the Baker City Employees Association, Local 2175, an affiliate of Oregon AFSCME Council 75, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent as defined in ORS 243.650(8) for Baker City employees excluding the police and fire department, and excluding supervisors and confidential employees as defined by law. Also excluded are temporary employees working less than 180 days in one year period, seasonal employees who work for a period of no more than ninety (90) calendar days in one year, part-time employees working less than twenty (20) hours per week. This provision will not be utilized to eliminate a regular bargaining unit position. All benefits recognized by this Agreement shall be adjusted on a pro rata basis for employees whose regular work schedule is less than forty (40) hours. This includes, but is not limited to salary, insurance, sick leave, holidays, and vacations.

Section 2. Except where specified otherwise, all references to employees in this agreement are intended to designate all genders.

Section 3. This Agreement shall be applied equally to all employees represented by the Union without discrimination as to age, sex, marital status, race, color, creed, handicap, religion, or national origin or other as subject to applicable law. The City and the Union shall share equally the responsibility for applying the provisions of this paragraph.

Section 4. If the City and the Union cannot agree whether a new position is supervisory, managerial, confidential or if a new classification should be included in the bargaining unit, the dispute may be submitted to the Employment Relations Board by either party.

Section 5. **New Positions:** If the City creates a new position within the bargaining unit, the City will give notice of the new position and pay rate to the Union. The new pay rate will be considered tentative subject to a request from the Union to negotiate the wage, consistent with ORS 243.698. The City is not precluded from hiring for the position prior to completion of any bargaining obligations under this section. The City will bargain in good faith during this period.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall become effective upon execution and shall remain in effect through June 30, 2025 and thereafter, until a new contract between the parties hereto is reached or as bargaining proceeds as provided by PECBA. Either party may serve notice in writing of intent to negotiate a new contract no later than February 1, 2025. If both parties fail to give notice to the other party of its desire to negotiate a successor agreement as herein provided, this Agreement shall automatically be renewed for a one (1) year term thereafter.

ARTICLE 3 MANAGEMENT RIGHTS

The City retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it, unless specified in this agreement. These rights of management and direction of work force shall include, but not be limited to, the right to:

- (a) Determine the services to be rendered to citizens of Baker City;
- (b) Determine and follow the City's financial, budgetary and accounting procedures;
- (c) Direct employees;
- (d) Hire, promote, transfer, assign, layoff and retain employees;
- (e) Discipline, demote, suspend, discharge or take other proper actions against employees;
- (f) Manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work;
- (g) Determine the need for a reduction or increase in the work force;
- (h) Establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- (i) Implement new and revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- (j) Contract or subcontract work as may be determined by the City, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the City agrees to notify and afford an opportunity for the Union to bargain the impact, if raised under ORS 243.698, on such action on employees in the unit prior to finalization or implementation of new decisions concerning such contracting or subcontracting.

ARTICLE 4 UNION SECURITY

Section 1. 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 on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights.

Section 2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to Union affiliation or political affiliation. The Union shall share equally with the City the responsibility for applying the provisions of this Agreement.

Section 3. Employees may elect to join or not join Union membership, however all employees under this agreement are members of the bargaining unit represented by the Union as their exclusive representative regardless of Union membership status. Upon written consent of an employee within the bargaining unit, the City will begin deducting Union dues or other deductions for employee benefits for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The amount to be deducted shall be certified to the City by Oregon AFSCME Council 75. The aggregate deductions of all employees shall be remitted together with an itemized statement to Oregon AFSCME Council 75 no later than the tenth (10th) of the month following the month for which deductions were withheld. Union will indemnify, defend and hold the City harmless against any claims made or suit instituted against the City on account of any payroll deductions for Union. Union agrees to refund to the City any amount paid to it in error.

Employer agrees to allow voluntary payroll deductions for charitable organizations (for example: Red Cross, Salvation Army) or for Union related programs other than normal dues deductions subject to written authorization by the individual employee. Employees may also terminate such deductions upon written notice to the employer.

Section 4. Union Representation & Activities On Duty: Members of the bargaining unit elected to serve as authorized/designated representatives of Union may perform their duties during paid time on duty as defined below. The Union may select, and will certify in writing to the City, employees to act as Union Stewards.

Designated Union representatives who are employees will be permitted paid time on duty to engage in union representation duties as stated in ORS 243.798(a-g). Such activities shall not interfere with or delay service calls or create safety concerns. Designated Representatives will be granted up to 50 hours in total for all representatives per calendar year to engage in the activities described in ORS 243.798 (a-g). Employees are required to log their hours while engaged in these activities on their regular timecards during work hours. In the event all hours are used during the calendar year, union representatives will need to use off duty time. Reasonable advance notice shall be given to a management supervisor when representative will be away from their duty assignment.

Section 5. Three (3) employees appointed by the Union as members of the Union Collective Bargaining Committee shall be granted time on duty when participating in negotiation meetings with City and during mediation, and/or arbitration. The Union shall attempt to select committee members taking in consideration the service needs of the City. No overtime obligation occurs as a result of this activity.

Section 6: Union Orientation: A Union representative will be given 30 minutes, paid time with a City employee, during the employee orientation to provide information about Union membership and related.

Section 7: Notification of Hires and Retirements: The City will notify Local 2175 President or Elected Representative and the Council 75 Representative the of new employees hired into the bargaining unit, including name, department, home address and phone number, and start date within ten (10) days of the employee's start date. The City will notify the Union Steward when a bargaining unit employee has retired and is separated from employment with the City in the previous month.

Section 8: Use of City Email: Consistent with ORS 243.804(5), designated union representatives may use the City's electronic mail system to communicate with members for matters of administration of the collective bargaining agreement, investigation of grievances or other disputes relating to employment relations, and governance or business of the labor organization. All communications are subject to the City's rules and policies on electronic communications, and there is no expectation of privacy for communication using City resources.

Section 9: Labor Management Meetings: The Parties acknowledge that meetings between City Management and Union leadership may be beneficial to discuss workplace matters. The parties agree to meet quarterly, as requested, for the purposes to meet and confer to discuss current concerns and matters related to work. These meetings are non-binding and not considered negotiations. Parties are not precluded from resolving concerns mutually either informally or by written agreement. Either party may have two representatives present, and such time incurred by Union members is not included in Section 4 above.

ARTICLE 5 EXISTING CONDITIONS

Section 1. The parties acknowledge the terms of this bargaining agreement establish conditions of work and compensation for bargaining unit employees. For matters not addressed under the terms of this agreement, when the City adopts a new policy or change in policy or rule, the City will provide a copy to the Union for review fourteen (14) days prior to implementation. In the event the Union makes a demand to bargain within this time, the City will adhere to ORS 243.698.

ARTICLE 6 SALARIES

Section 1.

Effective July 1, 2022, or upon execution, the later, the base salary for all classifications will be increased by the current CPI-W percentage within a range of 3-5% and remaining steps adjusted according range differentiation.

Effective July 1, 2023, the base salary for all classifications will be increased by the current CPI-W percentage within a range of 3-5% and remaining steps adjusted according range differentiation.

Effective July 1, 2024, the base salary for all classifications will be increased by the current CPI-W percentage within a range of 3-5% and remaining steps adjusted according range differentiation.

Range differentiation: Each step will differentiate by 4%.

Section 2. Wages shall be in accordance with the wage schedule as set forth in Exhibit "A." Employees will receive yearly performance evaluations near their anniversary date. Employees will receive a yearly step increase based on receipt of Step 1, up to the top step, based on a "successful yearly evaluation."

A “successful yearly evaluation” is obtained when the employee receives a result of “standard” or better for at least 90% of all competencies of the evaluation and no more than 2 unsatisfactory competencies. The City will adhere to the criteria of the policy manual, Section XI, for evaluations.

Denial of a step increase is grievable, however, by mutual agreement of the parties on a case-by-case basis, the City may allow a 90-day period for reevaluation. If the employee receives a successful evaluation in the second review, the employee will be eligible for a pro-rated step increase in efforts to maintain yearly steps.

Step “1” starts at six months after initial hire and passing the probationary period. The City shall provide by classification yearly to all employees, the salary schedule thirty (30) days prior to the increase and it shall be attached hereto and by this reference incorporated herein. The pay grade assigned to each existing classification and the pay grade assigned to each new classification shall remain in effect and as assigned during the term of this Agreement.

The City shall not lower the classification assigned to the positions which are subject to this Agreement, and no person shall be assigned a classification lower than that which is currently assigned to the position they are filling, unless there is a preponderance of evidence that they are not performing the work which fits the job content of such classification, and that they are performing the work which fits the job content of a lower classification. Any change in classification or denial of step increase, excluding layoff, shall be subject to the grievance procedures as set out herein. This paragraph does not apply to layoffs, bumping and reorganization of City services.

Section 3. Employees who voluntarily apply for and receive a lower classification position shall be paid according to the salary range for that classification. At the sole discretion of the City, the employee may be started at any step on the salary scale for that position.

Section 4. For regular part-time employees covered by this Agreement, the following benefits will be paid or accrued based on budgeted FTE: Retirement Pay (PERS), Vacation, Sick Leave, Holidays and Bereavement Leave.

Section 5. Longevity Incentive Pay:

1. Since July 1, 2013, employees with 120 months of continuous service with the City are eligible to receive a 1% additional monthly incentive.
2. Since July 1, 2014, employees with 180 months of continuous service with the City are eligible to receive a 2% additional monthly incentive.
3. Since July 1, 2019, employees with 240 months of continuous service with the City are eligible to receive a 3% (three percent) monthly incentive.
4. Effective and retroactive to July 1, 2019, employees with 300 months of continuous service with the City are eligible to receive 4% (four percent) additional monthly incentive.
5. Incentive pay longevity is not cumulative.

Section 6: Certification Premium Incentive.

Effective January 1, 2017, eligible employees may receive a premium incentive for certifications listed below as requested and approved by the Public Work Director based on operational need. The premium would be initiated the month following written verification of certification to the Public Works Director. Employees must maintain current certification to receive the premium. The incentive will not be paid if it is already a required condition of the position.

Pesticide Application:	1% base monthly salary
Cross Connection Specialist	1% base monthly salary
Waste Water Collection Level 3	1% base monthly salary
Back Flow Tester	1% base monthly salary

ARTICLE 7 INSURANCE BENEFITS

Section 1. The City will provide full-time employees and their dependents CIS plan HDHP-4 with HSA, including express scripts, and alternative care, herein referred to as “HDHP” plan, Delta Dental II, and Vision VSP Plan A. The employer will pay 90% of the premium for the HDHP-4 plan and employees are responsible for the remainder of the monthly premium through pre-tax payroll deduction.

1. The City will pay a lump sum contribution to the employee’s HSA account in the amount of \$1,700 for employee only or \$3,400 for employee plus one or more dependents.
2. For employees hired after January, employees will receive the next applicable quarterly payment. (~~above in section 4.~~ Scrivener’s error on article 1 TA’d)
3. Part-Time Employees: Premium Cost Share. The employer will pay a pro-rated premium contribution based on the employee’s monthly FTE multiplied by the 90% cost share. The employee is responsible for the remainder (ie: employer contribution for a 0.8FTE is (0.8 x 90% of the monthly premium)).
4. Part-time Employees: Employer Deductible Contribution: The employer will pay a prorated monthly deductible contribution based on the employee’s monthly FTE and insurance enrollment status (ie: a 0.8 FTE employee will receive 0.8 times the employer paid deductible).
5. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

If and only if the negotiated health insurance plan should be eliminated by the insurance provider, management will provide the next substantially comparable plan offered by the

carrier. Pursuant to ORS 243.698, in the event the Union requests to bargain the impact of a change in insurance plans, the City will adhere to the obligations of mid-term bargaining.

Section 2. The City will provide a Life Insurance policy valued at one and one-half (1 ½) times the annual salary covering the employee against both occupational and non-occupational death.

Section 3. The City will continue to pay for CDL physicals throughout the period of this contract at a rate not to exceed the charge by the City- approved doctor. Employees required by job duties to obtain a CDL shall obtain certification within one-hundred twenty (120) days. Employees required to maintain a CDL are to report to Human Resources any suspension or revocation of the CDL upon returning to the next day of work and prior to driving any public vehicle. Failure to maintain a CDL, as required by the job, is considered a failure to meet the essential functions of the job. On a case-by-case basis, the City will consider any reasonable requests for accommodation or requests for special consideration.

Section 4. Employees who provide written documentation of current medical, dental and vision insurance provided for them through a source other than the City may, in lieu of the above-described insurance benefits, elect to opt out of the Regence Blue Cross insurance according to insurance carrier rules.

ARTICLE 8 RETIREMENT

The City shall continue participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The City shall, for all employees, pay the employee's 6% monthly contribution to the Individual Account Program (IAP), subject to PERS/OPSRP rules and regulations.

ARTICLE 9 SPECIAL ALLOWANCE

Section 1. Whenever an employee is authorized to use their personal vehicle in performance of official City duties, the employee shall be reimbursed at the current GSA mileage rate.

Section 2. When employees' duties take them outside the City's jurisdiction, or they are directed to attend a training course, seminar, or similar function outside the City limits, the City agrees to reimburse the employee for the reasonable cost of necessary lodging and meals at the current GSA Per Diem rates. At the employee's option, the employee may receive funding from the employer prior to departing for the trip. The employee will not be required to provide receipts for meals. Funding for meals will be provided at the current GSA Per Diem rates.

When an employee's duties take them outside the State of Oregon, funding for such travel will be provided at the current GSA Per Diem rate.

ARTICLE 10 OVERTIME

The City will pay overtime consistent with State and Federal law along with the following provisions:

- A. The City agrees to pay overtime at the rate of one and one-half (1½) times the employee’s regular rate of pay for, all time worked in excess of regularly scheduled work day or 40 hours in a work week. Paid time off shall not be considered time worked. Time worked shall be calculated to the nearest quarter-hour. Less than full time employees will not accrue overtime until 40 hours worked have been accumulated in a single work week. Payment for the accumulation of overtime shall be either payment of wages or compensatory time off upon mutual agreement of the employee and supervisor. Compensatory time off shall be scheduled by agreement between the supervisor and the employee involved as soon as mutually convenient. However, if an employee has accumulated either eighty (80) hours or more of compensatory time, the City will schedule the employee to use compensatory time down to thirty (30) hours. Employee may sell up to thirty (30) hours one time per year. There shall be no pyramiding of overtime.

- B. The normal work week shall consist of eight (8) hours per day, five (5) days per week. However, the City shall retain the right to schedule work at ten (10) hours per day, four (4) days per week, or a 9 hour schedule, when it deems it advantageous to the City. The 9 hour schedule consists of week of 4 consecutive days of 9 hours and one day of 4 hours. The 9 hour schedule is intended to follow a 40 hour work week and not create overtime obligations. Paid leave accruals remain unaffected by 4/10 shifts unless otherwise specified in this agreement.

ARTICLE 11 VACATIONS

Section 1. Employees shall accrue vacation days at the following rates:

<u>Length of Service:</u>	<u>Vacation Credit:</u>
First 6 years of service:	96 hours per year
Beginning of 7th through 12 years of service:	120 hours per year
Beginning of 13th through 16 years of service:	144 hours per year
Beginning of 17th year through 24 th year:	192 hours per year
Beginning of 25 th year and over:	216 hours per year

Section 2. Subject to the staffing requirements of the City, vacation shall be scheduled at the request of the employee. Preference in vacation scheduling shall be by seniority as defined in Article 20. Employee’s Security.

Section 3. Employees shall have the right to sell back up to one-half (1/2) of their accumulated vacation hours twice per fiscal year provided 6 months has elapsed from the date of the previous sale. Vacation is provided as a benefit for employees to take time off of work and get a break from the working environment, and employees are expected to reasonably manage vacation banks. Employees may request a separate check. Earned but unused vacation credits shall be allowed to accumulate to the maximum of two hundred forty (240) hours. Employees with over 240 hours accumulated vacation leave will be paid in full for the overage hours on a quarterly basis (March, June, September and December pay periods). In the event of extenuating circumstances, an employee may request a one time per year waiver of this provision subject to the discretion of the City Manager.

Section 4. New employees shall not be permitted to use vacation during their initial probationary period, unless approved by the City Manager; however, vacation leave shall accrue from the date of employment.

Section 5. All employees shall be entitled to payment for unused vacation leave upon separation from City service, up to a maximum of 240 hours. In the event of death, the employee's heirs will be entitled to payment for unused vacation leave.

Section 6. No employee may be placed on vacation leave or no accrued vacation time may be utilized without the specific authorization of the employee.

Section 7. Approved vacation leave may not be canceled by the City except in the event of an emergency that which creates an abnormal workload or other condition not under control of the City. In the event of an emergency, the employee shall be notified of the cancellation in writing. Unrecoverable transportation or lodging deposits will be paid by the City.

ARTICLE 12 HOLIDAYS

Section 1. The following holidays shall be observed in accordance with State of Oregon observance:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Memorial Day
- (e) Juneteenth
- (f) Independence Day
- (g) Labor Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving
- (k) Christmas Day
- (l) Every new annually designated day as a holiday by the President of the United States and the Governor of the State of Oregon.

At the employee's option, the employee may choose to work on the date designated as the Juneteenth holiday in exchange for another day off (of the employees choosing with management approval).

Section 2. When any of the above holidays fall on Saturday, the preceding Friday shall be observed and when they fall on Sunday, the following Monday shall be observed.

Section 3. An employee shall receive one (1) day's pay for each of the holidays listed above on which the employee performs no work. A "day" shall be defined as eight (8) hours. Members working 4/9-hour shifts or 4/10-hour shifts will use compensatory or vacation time or house worked to cover the full shift for each of the above mentioned holidays. If an employee is required to work on any of the holidays listed above, the employee shall, in addition to any holiday pay for which they are eligible for, be compensated for all hours worked at the rate of time and one-half, with a minimum guarantee of two (2) hours worked.

Section 4. If the holiday that the City observes falls on a workday within the employee's vacation time period, it will not be counted as a day of vacation.

ARTICLE 13 SICK LEAVE

Section 1. All regular full-time and part-time employees that are covered by this Agreement shall be granted sick leave privileges in accordance with the following sections. Sick leave may be used for:

- (a) Illness or physical incapacity of employee;
- (b) Medical, optical and dental appointments of the employee;
- (c) Illness of the employee's parent, spouse, child, parent-in-law, same-sex domestic partner, parent or child of the same-sex domestic partner, grandparent, and grandchild.
- (d) The birth of their child, newly adopted child, or newly placed foster child, as provided by OFLA;
- (e) and use as permitted under FMLA/OFLA or applicable law.

Section 2. Sick leave shall accrue on the basis of eight (8) hours for each month of service. Part-time employees are pro-rated based on budget FTE and will earn at least 1 hour for every 30 hours worked not to exceed any accruals otherwise provided in this article.

Section 3. Regular employees hired on or before the tenth (10th) day of any month shall receive credit for the full month for purposes of sick leave accrual. The limit shall be 960 hours. Hours above the cap are forfeited.

Section 4. Certification of an attending physician or practitioner may be required by the City to support the employee's claim for sick leave if the employee is absent in excess of three (3) days, subject to applicable law. The City will pay the cost of obtaining a doctor's certificate of illness if a doctor's certificate is required by the City.

Section 5. If a recognized holiday occurs in a regular work week during the time the employee is off duty on paid sick leave, it shall be accounted for as a holiday and not as a day of sick leave.

Section 6. In order to qualify for sick leave, the employee, when reasonably possible, shall notify their immediate supervisor of such leave at least one (1) hour before the leave begins or as subject by applicable law.

Section 7. When an employee takes sick leave from the career service on account of physical conditions for which the employee receives Workers' Compensation from the City's Insurance Carrier:

- A. The employee may elect to use paid leaves to cover the difference between the rate of disability payment and the employee's regular net pay, subject to section (c) below.
- B. Whenever the employee receives a check from a Workers' Compensation claim:

1. The employee shall report to payroll the amount of the check and the period for which it represents payment;
 2. The check may in no event be endorsed over to the City;
- C. At the election of the employee, the City will use paid leaves to pay the employee for the difference between the worker's compensation check and the employee's regular net pay, provided the employee has sufficient accrued paid leaves to justify the pay. Paid leaves may be used at the employee's choice, however, the employee must maintain at least 80 hours of sick leave in reserve to be used last if at all. Upon the depletion of paid leave accumulations, the employee shall receive only Workers' Compensation benefits.

Section 8. No compensation for sick leave shall be allowed to an employee upon separation of employment with the City.

Section 9. Any failure to comply with the provisions of Section 4 above may be grounds for denial of sick leave with pay for a period of absence.

Section 10. Employees shall be charged sick leave on a basis of actual time absent from work with a minimum of one-quarter (1/4) hour; provided, however, that this provision shall not apply to Section 7 of this Article.

Section 11. Employees may use sick leave in accordance with State and Federal Law.

Section 12. In case of layoff, if an employee is rehired within one (1) year, all accumulated sick leave will be reinstated.

Section 13. Upon retirement of an employee, the City shall make available to the Public Employees Retirement System the unused sick leave days computed into hours to add to the gross amount of salary used in determining "final average salary" as defined in ORS 238.350.

Note: This section only applies to Tier I and II employees under PERS eligibility rules.

Section 14. If an employee is disabled by reason of injury or illness arising during or as a result of their duties with the City and for which the employee receives Workers' Compensation benefits, the employee will not be replaced with a regular employee until the expiration of one hundred eighty (180) days from the date of injury or the expiration of any accrued sick leave benefits that the employee may have, whichever comes first. The City is not precluded from using temporary employment to meet work needs.

Section 15. Donated Leave. This provision shall apply for the purpose of allowing employees to donate accrued vacation leave for use by eligible recipients as sick leave. The City will allow employees to make irrevocable donations of accumulated vacation leave to a coworker in the City. For the purposes of the Agreement, hardship leave donations will be administered under the following stipulations and the terms of the Agreement shall be strictly enforced with no exceptions. Eligible recipients shall be employees who have exhausted all accumulated leave, as identified in section E.

- A. The recipient and donor must be regular employees of the city;
- B. The City shall not assume any tax liabilities that would otherwise accrue to the employee;
- C. Use of donated leave shall be consistent with provisions found in this Agreement;
- D. Requests to make hardship leave donations shall be in writing and submitted to the City's personnel office. Requests will be processed upon receipt of the treating physician's written statement certifying that the illness or injury prevents or precludes the recipient's return to work. Donated leave must be used immediately;
- E. Accumulated leave, as related to the recipient, includes but is not limited to sick, vacation, personal and compensatory leave accruals;
- F. Employees on a worker's comp claim can only receive donations for the difference between the accepted claim payment and the employee's regular salary.

ARTICLE 14 BEREAVEMENT LEAVE

Section 1. An employee absent from duty by reason of death of any member of their immediate family shall be allowed funeral leave without deduction of pay on account of such absence to a maximum of three (3) working days, per the employee's current shift, as the circumstances require, provided absence in excess of one (1) day shall be with the approval of the department head or designee, which approval shall not be arbitrarily or unreasonably withheld. Bereavement leave provided for in this Article are concurrent to leaves provided under OFLA.

If additional leave is needed, an employee may, with prior authorization, request use of accrued compensatory time, sick leave, vacation leave or leave without pay.

Unpaid OFLA bereavement leave is to make funeral arrangements, attend the funeral or grieve an immediate family member who has passed away and is limited to two weeks and must be completed within sixty (60) days of the date the employee learns of the death.

Section 2. For the purpose of this Article, "immediate family" shall be defined as provided by OFLA (OAR 839-009-0210(9)).

ARTICLE 15 LEAVES OF ABSENCE

Section 1. Leaves of absence without pay for a period not to exceed 180 days, per year may be granted upon the approval of the department head and the City Manager, provided no leaves of absence shall begin until all accumulated vacation and compensatory time is used. Leaves of absence are granted on a case-by-case basis based on the totality of circumstances.

Section 2. An employee shall be allowed leave without loss of compensation, seniority, leave accrual or any other benefits for the following causes:

- (a) Jury Duty;

- (b) As a witness under subpoena, summoned to any court in Baker County, or Federal Court, on any matter unless the employee is involved in the case as either a plaintiff or defendant, not to exceed two days;
- (c) As a witness under subpoena or required attendance by the City in court resulting from official duty;
- (d) Attendance at a conference or convention with direct relationship to the employee's work when so authorized by the City;
- (e) Any other purpose specifically approved by the City Manager in advance of a leave.
- (f) Leave permitted by applicable law.
- (g) Employees who are designated representatives, reasonable time to testify in legal proceeding in which the employee has been subpoenaed as witness.

Each employee who is granted such a leave and who, for the performance of the civil duties involved, receives any compensation, the employee will only be paid their regular salary. Any such payment for civil duties shall be reported and turned in to the accounting office immediately.

Section 3. All regular employees on active duty with reserve or National Guard units will be allowed military leave in accordance with the laws of the State of Oregon and the United States.

ARTICLE 16 EDUCATIONAL OPPORTUNITIES

Section 1. Voluntary Educational Enhancement: The City may reimburse an employee for one hundred percent (100%) of the cost of tuition and fees for bona fide college courses conducted outside the employee's regular working hours to provide employees an opportunity for personal career development and to increase technical competency of the City. This reimbursement will be made with the provision that the employee requesting such reimbursement shall first have obtained written approval of the course and tuition reimbursement from the City Manager. Such approval must be obtained prior to the registration deadline for such course. The City shall approve such courses when, in its sole discretion, it deems them justified in light of budgetary constraints and benefits to the City. Time for course, study, preparation and travel are not compensable. This provision is intended as an aid to employees voluntarily seeking higher education opportunities on their own time.

Section 2. Mandated training or educational courses: Should the City require an employee to attend any class, the City will pay one hundred percent (100%) of the cost of tuition, fees and books for classes. Any books or other class materials paid for by the City will be placed in the City or departmental training library after the employee has completed the course.

Section 3. The City will allow time off with pay, and will reimburse an employee, upon prior approval of the employee's department head, for the expenses of attending classes, lectures, conferences or conventions held outside Baker City when attendance is required by the City. Said expenses shall be paid according to the travel expense schedule set forth in the City Personnel Rules.

ARTICLE 17 LAYOFF

Section 1. Layoffs are at the sole discretion of the City. When the City declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the City or the Union, to consider such alternatives to layoffs such as: voluntary reduction in hours; voluntary

unpaid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the City. In the absence of such mutual agreement, the City may implement layoff procedures consistent with this Agreement. Parties acknowledge that upon layoffs, job duties may be assigned to other City employees in order to continue City services. In the event of layoffs, temporary employees performing work of employees in the bargaining unit shall be laid off prior to layoff of full-time employees. If a temporary or part-time position is to be filled while employees are on the layoff list for that classification, then employees on the layoff list shall be given the first opportunity to fill the position at the rate of pay duly established for such temporary or part-time position, Said employee shall not be required, however, to accept such temporary or part-time position. If the City exhausts the layoff list for the classification, the City may hire a temporary employee, as defined in Article 1.

Section 2. The City, in lieu of layoff and upon written agreement from the affected employee, may transfer or demote provided a position is available and the employee has the knowledge, skills and ability to do the job.

Section 3. A layoff is defined as a separation from the City for involuntary reasons, not reflecting discredit upon the employee.

Section 4. Layoff Process:

- A. An employee shall be given written notice of a layoff at least ten (10) working days before the effective date, stating the reason for the layoff, and the options the employee has. The notice will include seniority status and notice of contract rights. The City may make payment of wages in lieu of 10 days notice and end the employment relationship.
- B. The City shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. An employee provided notice of layoff has the following options:

- 1. Employee may accept the layoff;
- 2. Displacement in same position or “classification line” for full time employees:

An employee with more seniority than another employee in the same position may displace the least senior employee. An employee on the same classification line may also displace an employee with less seniority provided the employee has the knowledge, skills and abilities to do the job (by the assigned job description). The employee must be capable of performing the requirements of the position within approximately fifteen (15) working days. A “classification line” is a grouping of positions in one classification or “on the same line” as found in the Classification Category list, Appendix A.

- 3. Displacement to a lower position classification within a Classification Category (Appendix A) for full-time employees:

An employee subject to layoff may displace an employee in a position in the same classification category subject to the displaced employee in the lower classification category having less seniority and provided the employee subject to layoff has the knowledge, skills and abilities to do the job (by the assigned job description). The employee must be capable of performing the requirements of the position within approximately fifteen (15) working days.

4. Absent an employee working under the classification category of Finance/Administration, an employee who has previously worked as a Utility Worker for the City and who cannot bump into any other position under the provisions of this Article may bump a Utility Worker with less seniority.

C. Part-time positions subject to layoff off are not permitted to displacing other full-time employees for layoffs. Part-time positions may displace other part-time positions subject to the same principles outlined above.

Section 5. Employees who displace an employee in a lower classification shall go to the step closest to their current salary for the new classification.

Section 6. Recall Lists: The City will maintain a seniority based recall list, available to the Union upon request, of those employees subject to recall.

Section 7. Recall: Employees who are on the layoff list by classification shall be recalled by seniority for the same classification or any vacated Utility Worker position, if applicable. The City will send a certified letter/notice of recall to the employee's last known address. Such employees must be qualified to perform those duties. An employee's name shall remain on the layoff list for 24 months. If an employee is recalled to the same classification, employee has 10 calendar days to respond. If the employee does not respond or declines the position, they are off the recall list. Employees are responsible for maintaining a current address and phone number with the City.

ARTICLE 18 STANDBY DUTY

Standby Duty is defined as a period of time wherein the City requires an employee to be readily available to report to duty, including ability to respond to work within twenty (20) minutes.

Any employee required to be on standby shall be compensated while on standby at a rate equal to two (2) hours of the employee's regular rate of pay for each day on stand-by (a day is, by example, a Monday, Tuesday, etc. Standby obligation overnight equate to two days). At the discretion of the City Manager and the department head, compensation for standby may be taken in the form of compensatory time off provided, however, such compensatory time off shall be taken in the year in which it was earned. Employees on standby are free to engage in personal activities while on standby so long as the employee is able to answer calls and report to duty as needed.

ARTICLE 19 CALL-BACK

Section 1. Any employee called to work at a time other than the employee's scheduled work period shall be compensated for a minimum of two (2) hours at the overtime rate. A call-back

shall not be considered as including an extension immediately prior to or after the regularly assigned shift.

Section 2. For the positions of Specialist II Water Plant, Specialist II Water Plant Service, Specialist I Wastewater, Specialist II Wastewater Collection, and Specialist I Wastewater, the City assigns individual employees for weekend duties for sampling and testing. Those employees assigned Saturday and Sunday duties will receive a minimum two hours call back for each day for attending to those duties, regardless of morning or afternoon.

Those employees assigned duties on an observed Holiday, as under Article 12.2, will receive a minimum three hours call back for each day for attending to those duties, regardless of morning or afternoon.

Assigned employees will also receive standby pay of two hours straight pay per day as under Article 18. In the event an assigned employee is called back to work for duties beyond sampling and testing, the employee will receive call back as under Section 1.

ARTICLE 20 SENIORITY

Section 1. Seniority is hereby defined as length of continuous employment in the City service from the employee's first date of service, subject to successfully completing probation. Ties in seniority will be broken by drawing lots. Continuous employment shall mean employment by the City in a position in a classified service without interruption or break, except that the following shall not be considered breaks in employment:

- (a) Use of paid leaves as approved;
- (b) Layoffs not exceeding 24 months in length provided that the length of such layoff shall be deducted from the length of continuous employment in computing seniority;
- (c) Suspensions, discharges subsequently withdrawn or modified, provided any final finding resulting in a suspension without pay; the length of that separation without pay shall be deducted from the length of the continuous employment for computing seniority;
- (d) Disability requirement followed by reinstatement within 24 months, except 36 months in the event of a City employment related disability, provided that, except in the case of work-related disability, the length of such disability shall be deducted from the length of continuous employment in computing seniority. If the disability is work related, seniority for the purpose only of layoff and rehire shall continue without interruption.

Section 2: Resignations are effective when presented, and may only be withdrawn with consent of the City.

Section 3. Seniority records shall be maintained by the City and made available for review upon request of the employee or their authorized representatives.

ARTICLE 21 PROBATIONARY PERIOD AND PROMOTIONS

Section 1. Probationary Period. New employees shall be on probation without seniority for the first six (6) months of their employment (180 days from date of hire). During this probationary period employees may be terminated at the discretion of the City. Probationary employees laid off or terminated shall have no appeal or recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the first date of employment.

Section 2. In matters of promotion to a higher position, selection of an employee to perform such service in such higher positions shall be made on the basis of qualifications and ability, and where qualifications and ability are relatively equal; seniority shall be the determining factor. The City will comply with applicable Veteran's preference laws. It shall be the policy of the City to fill positions of a classification by promoting present employees rather than hiring from without. However, if in the judgment of the City Manager, a person not presently employed by the City possesses qualifications substantially greater than any eligible employee, they may hire such outside person. At the request of the employee, the department head shall provide written reasons for the denial of an employee's bid for promotion to a vacancy. Employees who have received a disciplinary action, as provided by collective bargaining agreement in the past 12 months from the posting of the promotional opportunity may be denied promotion.

Section 3. If an employee receives a promotion to a higher classification within the bargaining unit and, during their probationary period (90-days), it is determined by the City or employee that they cannot perform the duties of the higher classification, that employee will be returned to their previous position. Employees affected by subsequent return to prior classifications will be returned to their previous salary range.

Section 4. If an employee receives a promotion to a higher classification out of the bargaining unit, the employee will be provided a 90-day period from the date of promotion for initial review of job performance. During this period, the employer may elect to return the employee to the previous position without grievance by the Union or employee. The employee may also voluntarily elect to return to the previous position. During and after the 90-day period, the employer is not limited in proceeding on disciplinary actions based on "at-will" employment, and not subject to this agreement. In the event an employee returns to the bargaining unit during the probation period, the employee will retain their seniority earned on the day of the initial promotion.

ARTICLE 22 WORK OUT OF CLASSIFICATION

Any employee who is required to temporarily accept the responsibilities and carry out the duties incident to a higher position in pay to that of their regular position for at least five (5) consecutive work days, or forty (40) consecutive straight time hours or more shall be compensated at the rate of such higher position from that date onward as long as such duties and responsibilities are carried out. The City will attempt to schedule employees that will be working out of classification and when scheduled, will be paid the higher appropriate rate from the onset of the higher classification. If disputes arise, employees should contact Human Resources within 5 business days to alert the City that they believe that they are being worked out of class. The City Manager will make the final decision. If still unsatisfied, the issue would proceed to the grievance policy.

ARTICLE 23 PERSONNEL RECORDS

Section 1. Each employee, upon written request, shall have the right to review the contents of their own personnel file. At an employee's option, the employee may request to be accompanied by a Union representative of their choosing.

Section 2. Access to an employee's personnel file shall be limited to only the individual employee involved and/or designated representative, such supervisors and administrators or confidential designees of the City who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files. This provision shall not apply to records that are the subject of a lawful subpoena. The City shall, if legally possible, give the Union seven (7) days notice prior to the release of any records pursuant to said subpoena.

Section 3. No material which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request.

Section 4. Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than to those authorized within the City or by order of a competent court.

Section 5. Formal Disciplinary Records. Formal disciplinary sanctions imposed under Article 25 will be placed in an employee's personnel file. Written reprimands will be considered stale after 24 months from the date of imposition on the condition that no further related conduct has occurred during the period.

ARTICLE 24 DISCIPLINE AND DISCHARGE

Section 1. Discipline and Corrective Actions: Employees who have completed their initial probationary period may only be disciplined for just cause. Employees on initial probation can be terminated at the discretion of the City without grievance rights. Disciplinary actions include, but are not limited to: written reprimands, suspensions, demotions and discharge, following the principles of progress discipline and totality of the circumstances.

Corrective actions, such as counseling, specific directives, work improvement plans, oral warnings (even if reduced to writing) and other similar actions are not considered discipline and will not be placed in the personnel file as such. Corrective actions are not subject to the grievance process. The City will clearly identify matters, especially if reduced to writing, as Corrective Actions (not discipline) or as a Disciplinary Action. Corrective actions may be used for "notice" for progressive disciplinary sanctions and are subject to review in yearly evaluations. Upon yearly evaluations, corrective actions are deemed resolved or addressed by additional counseling or performance evaluations.

If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Section 2. Investigatory Interviews for Potential Disciplinary Action. The employer will provide an employee and Union representative a minimum of 48 hours written notice of intent to interview pending a disciplinary investigation. The notice will include facts sufficient to identify the potential allegation and notice that the employee has the right to have Union representative present, with pay if the representative is a City employee, during the interview. Investigations may be audio recorded by either party and each agrees to provide copies within a timely manner.

Section 3. Employee Rebuttal Opportunity. If the City is contemplating disciplinary action, the employer will provide written notice to the employee and Union at minimum 48 hours notice permitting the employee, or Union representative, the opportunity to a rebuttal meeting. The City's written notice will include a sufficient summary of facts, findings of allegations of misconduct or policy/rule violations and potential range of disciplinary actions considered. Such meeting will be scheduled without undue delay. The employee or Union representative may present rebuttal, mitigating factors or additional information regarding the alleged misconduct. The City agrees to not make a final determination on disciplinary action until such rebuttal opportunity is reasonably provided. The rebuttal opportunity is voluntary. In the event the opportunity is declined, the City is not limited to proceeding to take disciplinary action in a timely manner.

Section 4. Imposition of Discipline. Upon request by the employee or Union representative, the City will provide materials relied upon to impose the disciplinary sanction. Reasonable costs may be applied for copies exceeding \$25 value. The City agrees to furnish the employee two copies of a complete statement in writing at the time of the written reprimand, suspension, demotion, salary reduction, or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file, after having been signed by the supervisor and the employee. Such documents are subject to the provisions of Article 23, Personnel Records, of this Agreement.

ARTICLE 25 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance: For the purposes of this Agreement, a grievance is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

Section 2. An employee covered by this Agreement shall present their dispute in the following manner:

Informal Step: The employee will approach the department management in an informal manner in an attempt to solve the problem.

Step 1. An employee is directed to present their complaint to the Union who will, by a majority vote, accept or reject the complaint. If the complaint is found to be valid, Union grievance representative shall present the written grievance to the department head involved, provided that the grievance is filed no later than thirty calendar days from the event giving rise to the grievance or such time as the

employee should have known of the event. Such grievance shall contain the following information:

- (a) Name of the grievant;
- (b) Statement of grievance;
- (c) Date of grievance or first knowledge thereof;
- (d) Contract provision allegedly violated;
- (e) Remedy sought;
- (f) Signature of the grievant or a Union representative;

Step 2. The department head shall respond to the Union in writing within ten (10) working days.

Step 3. If the grievance still remains unsettled, the Union representative may, within ten (10) working days after the reply of the department head, submit the grievance to the City Manager. The City Manager shall meet, within ten (10) working days, with the aggrieved employee and/or Union representative to attempt to resolve the grievance. The City Manager will respond to the Union in writing within ten (10) working days from the meeting.

Step 4. Mediation. In the event no agreement is reached in Step 3 and within fifteen (15) days of the City Manager response in Step 3, the matter will proceed under this mediation step upon mutual agreement. The parties can either agree to a mutually acceptable mediator, or if no agreement is reached, the City will seek a mediator from the ERB. Costs for the mediator shall be shared. Mediation will have a cap of sixty (60) days from either mutual appointment of the mediator by the parties or appointment by the ERB. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute.

Step 5 If the grievance remains unsettled after the sixty (60) days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the sixty (60) days, but such must occur before the expiration of the initial sixty (60) days. In the event the Union does not proceed with a grievance past this mediation, such act is not precedential for future grievances.

Section 3. After the grievance has been so submitted, the parties or their representatives shall either singularly or jointly request from the ERB a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator, or by alternately striking names. The Union shall strike the first name objectionable to it. The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The arbitrator's decision shall be within the scope and term of the Agreement and in writing. The arbitrator shall be asked to submit their award within thirty (30) calendar days from the date of the hearing. The arbitrator's decision may also provide for retroactivity to the original date of the grievance.

Section 4. The cost of the arbitrator will be prorated (in relation to the merits of the case) as determined by the arbiter. Each party shall be responsible for costs of presenting its own case to arbitration.

Section 5. Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. Days refers to calendar days. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. If the City fails to respond within the specified time, the Union may take the grievance to the next step. The grievance may also be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

Section 6. Authorized representatives of the Union, up to a maximum of two (2), shall process grievances during regular business hours without loss of pay or benefits.

ARTICLE 26 BULLETIN BOARDS

The City agrees to furnish and maintain suitable bulletin board space in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 27 GENERAL PROVISIONS

Section 1. If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, or as a result of Federal, State or Local safety regulations, such uniform, protective clothing or protective device shall be furnished to the employee by the City. The cost of maintaining a uniform or protective clothing or device in proper condition, including tailoring or laundering for mechanics shall be paid by the City. The Union recognizes that the title to such items furnished remains with the City and upon termination from City employment, the supervisor at their discretion, may require the employee to return the uniform or equipment or any part thereof in the employee's possession at the time of termination.

Section 2. Uniforms and Equipment. In the event the city requires a uniform for employees other than what is currently worn, the city shall provide such uniform.

Protective clothing such as coveralls, welding aprons or other apparel for employees working with tar, grease, paint, or asphalt that will soil clothing beyond normal laundry capabilities shall be provided by the Employer at no cost to the employee.

Section 3. Rules, privileges and working conditions as set forth in the Personnel Rules of Baker City shall continue to govern the employees of the Union, except insofar as they may be inconsistent with any provisions of this Agreement and subject to Article 5, Existing Conditions.

Section 4. Residence within the city limits of Baker City shall not be a condition of employment, and members of the Union shall not be penalized or discriminated against in any way due to the fact that they live outside the city limits of Baker City. The following job classifications shall not live such a distance from Baker City that they cannot drive from their residence to the City work location under average conditions in twenty (20) minutes or less:

Water Plant Specialists II, III
Water Service Specialist II
Wastewater Plant Specialists II, III
Wastewater Collection Specialist II

All other job classifications shall be able to respond within one (1) hour.

ARTICLE 28 UNION BUSINESS

The Union may schedule meetings on the City premises as long as such meetings are not disruptive of the duties of the employees or the efficient operation of the City.

ARTICLE 29 INDEMNIFICATION AGAINST LIABILITY

The City will continue to provide for indemnification of employees against losses arising out of judgments or claims for acts committed by them in the discharge of their duties and in the course of their employment, provided that such losses do not result from the willful and wrongful acts or gross negligence of such employees.

ARTICLE 30 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All existing terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control. However, all rights guaranteed to the employees under Oregon state law (ORS 243.698 and ORS 243.702) to negotiate wages, hours and conditions of employment are retained by the bargaining unit employees, as well as the employer's retained rights under PECBA and Article 3.


ARTICLE 31 SAVINGS CLAUSE

If any article or section of this Agreement is unlawful or found invalid or unlawful by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such invalidation, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.


ARTICLE 32 RATIFICATION

This Agreement is subject to ratification of Union/BCEA membership and the approval of the City Council of Baker City, Oregon.

UNION

By: 
Matthew McBride (May 27, 2022 08:13 PDT)
Matthew McBride


Date: 5/27/2022

By: 
Justin Plumbtree (May 27, 2022 11:45 PDT)
Justin Plumbtree

Date: 5/27/2022

By: 
Thomas Hayes (May 27, 2022 14:40 PDT)
Thomas Hayes

Date: 5/27/2022

By: 
Allan MacLean (May 27, 2022 15:47 MDT)
Allan MacLean

Date: 5/27/2022

CITY OF BAKER CITY

By: 
Kerry McQuisten (May 31, 2022 19:01 PDT)
Kerry McQuisten, Mayor

Date: 5-31-22

By: 
JONATHAN CANNON
Jonathan Cannon, City Manager

Date: 06/01/2022

APPENDIX A

Classification Categories for BCEA bargaining unit positions

The City has the following Classification Categories, subject to management discretion. (*This is covered in Article 1 TA*) Classification Categories apply only to full time positions at the time of layoff. Article 17 of the collective bargaining agreement identifies the layoff procedures for full time and part time employees. Classification Categories are separate categories and not comparable to each other; their order on this chart does not represent any particular order of precedence. Job positions within a classification category are in ranking order, with highest rank on top. A “classification line” is a line in a category that may have multiple positions.

CLASSIFICATION CATEGORY I

- Engineering
 - Engineering Tech III
 - Engineering Tech II-GIS
 - Engineering Tech I
- Public Works Equipment
 - Equipment Operator II
 - Equipment Operator I
 - Utility Worker II
- Public Works Water
 - Specialist III Water Service
 - Specialist II Water Plant
 - Specialist II Water Plant Service
 - Specialist I Water Service
 - Specialist I Water Plant Trainee
- Public Works Wastewater
 - Specialist III Wastewater Plant
 - Specialist II Wastewater Plant
 - Specialist II Wastewater Collection
 - Specialist I Wastewater
- Mechanic
 - Mechanic III
 - Mechanic II
- Electrical Maintenance
 - Facilities Maintenance
- Public Works Inventory
 - Inventory Control Specialist I

CLASSIFICATION CATEGORY II

- Finance/Administration
 - Accounting Technician
 - Accounts Receivable Specialist/Cashier (single position)
 - Accounts Receivable Specialist/Billing (single position)
 - Cashier/Accounts Receivable Specialist (single position)

CLASSIFICATION III

- Building
 - Building Inspector II
 - Building Inspector III
 - Permit Technician
 - Inspector I/Permit Tech

EXHIBIT A
Baker City Classification and Monthly Salary Schedule

Step 1 is at 6 months from date of hire. Step 2 is at 18 months from date of hire (Art 6.2)
Salaries are based on a 2080 hours/year schedule.

Effective July 1, 2022, job classifications and monthly rate of pay shall be as follows (includes 5.0% COLA):					
Position	Base	Step 1	Step 2	Step 3	Step 4
Engineering Tech III	\$4,662	\$4,848	\$5,042	\$5,244	\$5,454
Engineering Tech II-GIS	\$4,211	\$4,379	\$4,554	\$4,736	\$4,925
Engineering Tech I	\$3,781	\$3,932	\$4,089	\$4,253	\$4,423
Equipment Operator II	\$4,513	\$4,694	\$4,882	\$5,077	\$5,280
Equipment Operator I	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Utility Worker II	\$3,781	\$3,932	\$4,089	\$4,253	\$4,423
Specialist III Water Service	\$4,662	\$4,848	\$5,042	\$5,244	\$5,454
Specialist II Water Plant	\$4,211	\$4,379	\$4,554	\$4,736	\$4,925
Specialist II Water Plant Service	\$4,662	\$4,848	\$5,042	\$5,244	\$5,454
Specialist I Water Service	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Specialist I Water Plant Trainee	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Specialist III Wastewater Plant	\$4,662	\$4,848	\$5,042	\$5,244	\$5,454
Specialist II Wastewater Plant	\$4,211	\$4,379	\$4,554	\$4,736	\$4,925
Specialist II Wastewater Collection	\$4,211	\$4,379	\$4,554	\$4,736	\$4,925
Specialist I Wastewater	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Mechanic III	\$4,513	\$4,694	\$4,882	\$5,077	\$5,280
Mechanic II	\$4,281	\$4,452	\$4,630	\$4,815	\$5,008
Facilities Maintenance	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Inventory Control Specialist I	\$4,053	\$4,215	\$4,384	\$4,559	\$4,741
Accounting Technician	\$3,697	\$3,845	\$3,999	\$4,159	\$4,325
Accounts Receivable Specialist/Cashier	\$3,337	\$3,470	\$3,609	\$3,753	\$3,903
Accounts Receivable Specialist/Billing	\$3,337	\$3,470	\$3,609	\$3,753	\$3,903
Cashier/Accounts Receivable Specialist	\$3,337	\$3,470	\$3,609	\$3,753	\$3,903
Building Inspector III	\$5,353	\$5,567	\$5,790	\$6,022	\$6,263
Building Inspector II	\$4,107	\$4,271	\$4,442	\$4,620	\$4,805
Building Inspector I/Permit Technician	\$3,885	\$4,040	\$4,202	\$4,370	\$4,545
Permit Technician	\$3,242	\$3,371	\$3,506	\$3,647	\$3,792












City of Baker City and BCEA 2022-2025 CBA


Final Audit Report

2022-06-01


Created:	2022-05-26
By:	Stacy Spriet (humanresources@bakercity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM2d1h4XAEGlghDDcEkTS11cwTye_5gQE

"City of Baker City and BCEA 2022-2025 CBA" History

-  Document created by Stacy Spriet (humanresources@bakercity.com)
2022-05-26 - 2:56:21 PM GMT
-  Document emailed to Matthew McBride (mmcbride@bakercity.gov) for signature
2022-05-26 - 2:58:19 PM GMT
-  Email viewed by Matthew McBride (mmcbride@bakercity.gov)
2022-05-26 - 3:03:59 PM GMT
-  Document e-signed by Matthew McBride (mmcbride@bakercity.gov)
Signature Date: 2022-05-27 - 3:13:41 PM GMT - Time Source: server
-  Document emailed to Justin Plumbtree (jplumbtree@bakercity.gov) for signature
2022-05-27 - 3:13:44 PM GMT
-  Email viewed by Justin Plumbtree (jplumbtree@bakercity.gov)
2022-05-27 - 6:43:46 PM GMT
-  Document e-signed by Justin Plumbtree (jplumbtree@bakercity.gov)
Signature Date: 2022-05-27 - 6:45:01 PM GMT - Time Source: server
-  Document emailed to Thomas Hayes (thayes@bakercity.gov) for signature
2022-05-27 - 6:45:04 PM GMT
-  Email viewed by Thomas Hayes (thayes@bakercity.gov)
2022-05-27 - 9:34:02 PM GMT
-  Document e-signed by Thomas Hayes (thayes@bakercity.gov)
Signature Date: 2022-05-27 - 9:40:02 PM GMT - Time Source: server
-  Document emailed to Allan MacLean (amaclean@oregonafscme.org) for signature
2022-05-27 - 9:40:04 PM GMT

 Email viewed by Allan MacLean (amaclean@oregonafscme.org)


2022-05-27 - 9:41:06 PM GMT

 Document e-signed by Allan MacLean (amaclean@oregonafscme.org)

Signature Date: 2022-05-27 - 9:47:14 PM GMT - Time Source: server

 Document emailed to Kerry McQuisten (mayor@bakercity.gov) for signature


2022-05-27 - 9:47:16 PM GMT

 Email viewed by Kerry McQuisten (mayor@bakercity.gov)

2022-06-01 - 2:01:05 AM GMT

 Document e-signed by Kerry McQuisten (mayor@bakercity.gov)


Signature Date: 2022-06-01 - 2:01:37 AM GMT - Time Source: server

 Document emailed to Jonathan Cannon (citymanager@bakercity.gov) for signature

2022-06-01 - 2:01:39 AM GMT

 Email viewed by Jonathan Cannon (citymanager@bakercity.gov)

2022-06-01 - 2:52:01 PM GMT

 Document e-signed by Jonathan Cannon (citymanager@bakercity.gov)

Signature Date: 2022-06-01 - 2:52:23 PM GMT - Time Source: server

 Agreement completed.

2022-06-01 - 2:52:23 PM GMT