

ARTICLE 26 – LABOR-MANAGEMENT COMMITTEES

Section 26.1. The City and the Union agree that labor-management committees are an important way of sharing information and resolving issues of mutual concern. The City and the Union agree to continue the Employee Benefits Committee which, in addition to its current concerns, will consider the purchase of health care plans, alternative health care, and benefits. At the request of either the City or the Union, the City and Union may form labor-management committees to consider changes, including but not limited to changes in City policy, work site safety issues, the implementation of salary studies, and other issues of importance to the City and the Union. Each labor-management committee will be established and meet as reasonably necessary to share and resolve issues of mutual concern in a collaborative manner.

Section 26.2. The City and Union agree to participate in a Benefits Committee whose scope of work will be to research insurance designs, options, and funding arrangements. The Benefits Committee will make recommendations to the City Manager who has the sole discretion to accept or reject any recommendation from the Benefits Committee. The Benefits Committee will meet as needed, but not less than quarterly unless by mutual agreement. The Union will designate up to three (3) members to actively participate in the Benefits Committee.

ARTICLE 27 - PERFORMANCE EVALUATIONS

Section 27.1. – Initial Probation and Annual Evaluations: Each employee may receive a performance evaluation during the month in which they complete their initial probationary period and on an annual basis during the same month of each subsequent year of service.

If an employee does not receive an annual performance evaluation, the employee's performance during that year will be considered to be satisfactory.

Section 27.2. – Promotion and Transfer Evaluations: Employees who are promoted or transferred into another bargaining unit job classification shall receive a performance evaluation during the month in which they complete their probationary period in the new classification.

Employees who successfully complete their promotional or transfer probationary period shall have their annual performance evaluation date adjusted to be conducted during the same month of each subsequent year of service in that position and shall be subject to Section 27.1.

ARTICLE 28 - WORKING OUT OF CLASSIFICATION

Section 28.1. An employee assigned by their supervisor, Department Director or their designee to perform the duties of a higher paid position in the bargaining unit shall be compensated at 7% above their current salary, for actual hours worked.

Section 28.2. Acting in Capacity: An employee may be assigned by the Department Director or their designee to perform the duties of a higher paid "manager/supervisory" position in the

manager/supervisor's absence. In such case, the employee shall be paid at the first step of the higher pay range, or the first step that is at least 10% above the employee's base wage, for actual hours worked.

Section 28.3. In no event will the employee be paid above the salary range of the higher paid position.

ARTICLE 29 - UNION REPRESENTATION

Section 29.1. The Union agrees that its members will not solicit membership in the Union, or otherwise carry on Union activities or business during paid worktime, except as specifically provided in Section 29.2 of this Agreement. Union members are not allowed to use City vehicles to attend Union meetings, unless the employee is closer to the Union meeting location than they are to their normal office location or such use is approved in advance by the employee's supervisor.

Section 29.2. - Union Activities on Duty: Designated representatives may engage in the following activities during their regularly scheduled work hours without a loss in compensation, seniority, leave accrual or any other benefits:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the Union (up to two (2) designated representatives in addition to an AFSCME representative will be entitled to be present);
- B. Attend investigatory meetings for subject of the investigation and due process hearings involving represented employees (only one (1) designated representative in addition to an AFSCME representative will be entitled to be present);
- C. Participate in or prepare for PECBA and grievance-arbitration proceedings;
- D. Act as a representative of the Union for purposes of bargaining successor agreements (up to seven (7) designated representatives in addition to an AFSCME representative will be entitled to be present);
- E. Attend labor-management meetings;
- F. Provide information regarding the Agreement to newly hired employees in accordance with Article 3.9; and
- G. Engage in other union activities in accordance with ORS 243.798. The parties will strive to schedule meetings at times that will minimize disruption to operations.

The Union shall be entitled to ten (10) designated representatives (which includes Executive Board members) at any given time who may process grievances, attend grievance meetings and conduct investigations of potential violations of the Agreement.

Union representatives must report paid time spent in Union activities on their on-line time sheets under the pay code "Union Activities" computed to the nearest fifteen (15) minutes. All paid Union activities must be conducted during an employee's regular working hours, unless approved by the Human Resources Director.