

ARTICLE 3 – EMPLOYEE RIGHTS

Section 3.1. It is agreed that employees represented by the Union 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 covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee or member of the Union shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights and privileges contained in this Agreement.

Section 3.2. - Non-Discrimination: Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of age, marital status, sex, sexual orientation, gender identity, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or activities.

Section 3.3. - Non-Retaliation: The City shall not interfere with, intimidate, restrain, coerce, or discriminate or retaliate against an employee for engaging in “whistle blowing” as defined by applicable law (ORS 659A.203). “Whistle blowing” includes reporting the violation of any federal, state or local statutes and City ordinances or policies.

Section 3.4. It is the goal of the Union and the City that employees, including supervisors, shall at all times treat each other with respect, including instruction and other communications between supervisors and employees. Oral warnings and/or correction of conduct will be done in a manner which will not embarrass an employee before other employees or the public.

Section 3.5. The City shall endeavor to provide employees with a safe and healthy workplace and shall take action to address unsafe or unhealthy conditions. Employees are encouraged to inform the City of unsafe work conditions without fear of reprisal or recrimination.

Section 3.6. The City agrees to comply with employees’ constitutional protections when conducting searches of personal property.

Section 3.7. - Email Usage: Employees and the Union Executive Board may use the City email system to communicate to the Union represented bargaining unit announcements about meeting subjects, dates and times. The Executive Board members and/or stewards may also use the City’s email to communicate with the City administration, Executive Board members and employees for the purpose of processing formal grievances and filing official correspondence with the City.

Section 3.8. - Outside Employment: Notice of outside employment while an employee of the City shall be given to the City’s Human Resources Director. The Human Resources Director shall keep such notification in confidence, and disclose such information only on a need to know basis. The City reserves the right to require termination of that employee’s outside employment if the employment:

- a) Results in an actual conflict of interest.
- b) Detracts from the efficiency and effectiveness of the employee in their City work.
- c) Proves incompatible with the employee’s work schedule.

Employees working in the Police Department shall obtain written approval from the Chief of Police prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the Chief of Police in accordance with provisions of Department policy.

Section 3.9. - New Employee Orientation: A Union representative will be allowed to meet with the newly hired employee for thirty (30) minutes on paid time to address the purpose of the Union, benefits of belonging to the Union, and related information. It is not time to be used for discussion of labor/management disputes. All such meetings must be coordinated in advance with the employee's supervisor.

ARTICLE 4 – UNION SECURITY

Section 4.1. Membership in the Union shall be the individual choice of employees covered by this Agreement.

Section 4.2. The City agrees to deduct from the paycheck of each employee, pursuant to this Article, Union dues or "fair share", as well as fees and other deductions authorized under ORS 243.806, commencing with the first day of the month following written notification from the Union.

Section 4.3. The Union shall have sole responsibility to determine who is on the list of authorized deductions and which deductions they have authorized. The City will rely upon the list from the Union as an accurate list of employees who have authorized deductions and which deductions they have authorized. The City will direct all Union membership questions or requests to change membership status to the Union. The City will not be held liable for deduction errors, 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 to indemnify and hold harmless the City from any action arising as a result of its compliance with this Article, including reasonable attorney fees.

Section 4.4. The aggregate deductions of all employees shall be remitted to AFSCME and an itemized statement shall be remitted to the President and Treasurer of the Union, as well as to AFSCME, within three (3) business days following each payday.

Section 4.5. The City shall notify the President of the Union of all new hires in the bargaining unit within two (2) weeks after their date of employment, furnishing the Union with the employee's name, direct supervisor's name, position title, date of hire, and mailing address.