

AGREEMENT BETWEEN

CITY OF GRANTS PASS, OREGON

and

TEAMSTERS LOCAL UNION No.223

January 1, 2013 to December 31, 2013

FIELD EMPLOYEES

Union Negotiation Team

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**AGREEMENT BETWEEN
CITY OF GRANTS PASS, OREGON
AND
TEAMSTERS LOCAL UNION NO. 223
FOR FIELD EMPLOYEES/COMMUNITY SERVICES**

Agreed to and to be in effect between the City of Grants Pass, Oregon, hereinafter called the "City," and the Teamsters Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon, hereinafter called the "Union," made and entered into for the purpose of establishing the wage scale, schedule of hours, and conditions of employment affecting field employee members in the Public Works bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE I - RECOGNITION

1.1 **Sole and Exclusive Agent.** The City recognizes the Union as the sole and exclusive bargaining agent for all regular employees who are members of the bargaining unit. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of forty (40) hours or more. All reference to employees in this Agreement shall be construed to mean regular employees and not irregular or seasonal employees (less than one hundred fifty (150) calendar days per year) nor confidential or supervisory positions as defined by ORS 243.650. In the event of layoffs, irregular or seasonal employees shall not be employed until bargaining unit employees on layoff are recalled.

1.2 **New Classifications.** New classifications within the bargaining unit may be developed by the City, and a wage scale assigned thereto. The City shall forward the new classifications and wage scales to the Union for their review of the wage scale. If the parties cannot agree the contract may be reopened on the wage scale and working conditions for the new classification only.

1.3 **Notice.** Where reference is made to some duty to be performed by the City in the contract, or some notice or filing to be made with the City, the City will act through its City Manager or other such supervisory officers or employees as may be designated by its City Manager. All correspondence to the City shall be addressed to: City Manager, Grants Pass Municipal Building, 101 N.W. "A" Street, Grants Pass, Oregon 97526.

When reference is made in this contract to the Union, in that some action is taken by or directed by the Union, the Union will act through delegated representatives of the Union as may be designated by the Union. All correspondence to the Union shall be addressed to Teamsters Local Union No. 223, P O Box 3580, Ashland, Oregon 97520 or other address as supplied in writing by the Union.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not expressly abridged, delegated, or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and Department Directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions, of this contract. This list of rights is by way of illustration and is not limited to the specified items:

1. To determine the mission of its constituent department, commissions and boards.
2. To set standards and levels of services.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means, and personnel by which government operations are to be conducted.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its organization and the technology and staffing levels of performing its work.

ARTICLE III - NON-DISCRIMINATION

3.1 Rights. 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 exercise of their rights; nor shall any employee be discriminated against because of the exercise of his rights under the Labor Agreement in effect between the City and the Union.

3.2 Application of Agreement. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to marital status, sex, (including pregnancy, childbirth, and related medical conditions), race, color, creed, religion, national origin, age, family relationship, physical or mental disability, union affiliation, or political affiliation. The City retains the right to establish bona fide occupational requirements.

3.3 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include male and female employees.

3.4 Election of Remedies. In the event an employee or the Union makes an allegation of a violation of this Article such violation shall not be grievable through the grievance procedure in this Agreement if the matter is or has been litigated through any court of competent jurisdiction.

ARTICLE IV - UNION SECURITY

4.1 Time. The Union agrees to identify its stewards to the City in writing. The City agrees to allow reasonable time without loss of pay for members who are designated union stewards or shift representatives for the purpose of handling and processing grievances and collective bargaining activities. All efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing level.

4.2 Solicitation. Except as otherwise provided in the Agreement, Union members shall not, during their working hours, engage in solicitation for membership in the Union, collect fees or dues for the Union, or carry on other business activities of the Union; provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any City employee.

4.3 Check off. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Union. This authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the first salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) days to the Union.

4.4 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in the same amount as provided for regular union dues, initiation fees, and assessments. This section shall be referred to as the fair share agreement and the City shall deduct from the first salary check of each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

4.5 Religious Objection. Any employee who is a member of a church or religious body having bona fide religious tenants or teachings which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular union dues, initiation fees, and assessments to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The City shall deduct from the first salary check of each such employee, each month, the payment to such charitable organization and shall remit the same to the charitable organization within ten (10) days after the deduction is made. The employee shall supply proof to the Union

each month that this has been done. The Union will indemnify, defend and hold the City harmless against any claim made or suits instituted against it on account of the application of these provisions.

4.6 Right of Access. The Union and/or its designated representatives shall have the right of reasonable access to the City property but will not interfere with the employee's work.

Prior to contacting employees the Union shall apprise the shift supervisor of the purpose of the visit, the length of time required and persons to whom they desire to speak. Said visit shall take place outside the employee's work hours.

4.7 New Hires. The City will notify the Union of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Union with the new employees name, social security number, mailing address and position for which he or she was hired.

4.8 Bulletin Boards. The City agrees to allow suitable wall space in the Filtration Plant, Sewage Treatment Plant, Facility Operation Crew Room, Field Operation Crew Room, JO-GRO™ Break Room not to exceed 3 'x 4' for bulletin boards, to be used by the Union for the posting of notices and bulletins relating to the Union. The material posted may not be derogatory, inflammatory or political in nature.

The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- (a) Recreation and social affairs of the Union.
- (b) Union meetings.
- (c) Union elections.
- (d) Reports of Union committees.
- (e) Rulings or policies of the International Union.
- (f) Communications from the Union to the bargaining unit.
- (g) Other related items.

4.9 Use of Buildings. The City agrees to provide meeting space for the purpose of holding Union meetings. Such meetings may be held after reasonable notice is given to the City and must conform to City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the City and in conformance with the scheduling provisions established by the City and not in conflict with any prior scheduled use of the building.

ARTICLE V - HOURS AND OVERTIME

5.1 Workweek. The employees' work week shall consist of a seven (7) day work schedule with five (5) eight (8) hour days and two (2) consecutive days off or four (4) ten (10) hour workdays with three (3) consecutive days off (i.e. the seven (7) day work schedule will begin at the start of the employees' first day of work and end 168 hours later). The City will determine which schedule will be in use.

5.2 Workday. The workday shall consist of an eight (8) hour day or a ten (10) hour day within a twenty-four (24) hour period including rest periods, but excluding the meal period when applicable. (i.e. the twenty-four (24) hour period will begin at the start of the employees' workday and end twenty-four (24) hours later.)

5.3 Regular Hours. The regular hours of an employee shall be eight and one-half (8 ½) consecutive hours, including one half (1/2) hour for a meal period which shall not be paid. Exceptions to the above shall be as follows:

Field, facility, JO-GRO and plant operation crews may at the option of the City be scheduled for four (4) ten and one-half (10 ½) hour consecutive days including a half (1/2) hour meal period which shall not be paid. The JO-GRO and plant operation crews may be scheduled at option of the City for eight (8) or ten (10) consecutive hours including a one-half (1/2) hour for a meal period which shall be paid, and shall be considered on-duty time, and on call.

5.4 Work Shift. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times.

5.5 Work Schedules. Work schedules showing the employee's shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. Failure to comply with terms of this section shall result in time and one-half (1 ½x) pay for all time worked outside the employee's timely scheduled work week.

5.6 Rest Period. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time, and on call. Rest periods may be taken away from the work site except that plant operators working alone on an eight (8) or ten (10) hour shift must take rest periods at the work site. Use of City vehicles is at the discretion of the supervisor.

5.7 Meal Periods. All employees shall be granted a thirty (30) minute meal period during each work shift. To the extent consistent with operating requirements of the City, each meal period shall be scheduled in the middle of the work shift.

Employees may take meal periods away from the work site except that plant operators working alone on an eight (8) or ten (10) hour shift must take meal periods at the work site in accordance with Section 5.3 (b) above. Use of City vehicles is at the discretion of the supervisor.

5.8 Overtime. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service^e and of public interest. Employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate* for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (A) All assigned work in excess of eight (8) hours on any scheduled eight (8) hour work day or work shift.
or
All assigned work in excess of ten (10) hours on any scheduled ten (10) hour work day or work shift.
- (B) All assigned work in excess of forty (40) hours in any one work week.

*The regular rate is that rate which complies with FLSA.

With each division (Water Distribution, Sewer Collection, Parks, Streets, Filtration Plant, Wastewater Treatment Plant, and JO-GRO™, a volunteer list of employees wishing to work overtime on a call-back basis shall be established. A new list shall be created every July 1st and January 1st and shall be in effect for the ensuing six-month period. When an employee on the volunteer list declines to work overtime on two occasions, their name shall be removed from the list. The City retains the right to assign overtime based upon job skills but as much as possible shall attempt to rotate overtime assignments based upon names on the overtime list. If a sufficient overtime work force cannot be obtained from the volunteer list, the City retains the right to assign overtime.

5.9 Overtime Computation. Overtime shall be computed to the nearest quarter (15 minutes) hour.

5.10 Callback Compensation. Employees called back to work shall receive overtime pay for the work for which they are called back, and if called back shall be credited with not less than two (2) hour time compensated at one and one-half (1 ½) times the regular rate. This section applies only when callback results in hours worked at times not contiguous to the employee's regular work time. If at the end of his/her shift the employee had departed the City's premises before being called back, the same shall not be considered a hold-over time, but shall be compensated as callback under this section.

5.11 No Pyramiding. In no event shall any employee's compensation be received twice for the same hours.

5.12 Clean-Up Periods. A reasonable amount of time shall be provided to allow employees to clean up before the meal break and before the end of the work day.

5.13 Compensatory Time. Compensation for authorized overtime and callback only shall be paid unless compensatory time is requested by the employee. Such time shall be credited at time and one-half (1 ½). Employees may earn up to a total of eighty (80) hours of such compensatory time. Compensatory time off may be taken upon the request of the employee if the supervisor agrees based on the operating needs of the department. However, at the end of the calendar year, at the City's discretion, compensatory time left on the books may be paid off at the employee's straight time rate. The City may, dependent upon department manning requirements, request that an employee utilize compensatory time earned by that employee; such utilization shall be by mutual agreement between the City and the employee.

ARTICLE VI - HOLIDAYS

6.1 Recognized Holidays. The following shall be recognized as holidays:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- Any day designated as a special holiday by the President, Governor or Mayor.

For all staff not assigned to the Wastewater Treatment Plant, Water Filtration Plant and JO-GRO™, whenever a holiday falls on Sunday the succeeding Monday shall be observed as holiday and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as holiday. For staff assigned to the Wastewater Treatment Plant, Water Filtration Plant and JO-GRO™, the holiday and date as specified above will be the observed holiday. If an employee is on authorized leave (vacation, sick leave, or other leave with pay) when a holiday occurs, such holiday shall not be charged against such leave.

6.2 Holiday Pay. A regular employee shall receive eight (8) hours pay for each of the holidays listed above on which he performed no work. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status

on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday, unless the employee shows a justifiable excuse to the City.

An employee may, at his option, have eight (8) hours compensatory time in lieu of the additional eight (8) hours of pay when a holiday falls on his normally scheduled day off and he performs no work.

6.3 Holiday Work. An employee who works hours on recognized holiday as defined in Section 6.1 which, but for the holiday, would have been regularly scheduled work hours, shall receive in addition to the holiday pay indicated in 6.2 above, one and one-half (1 ½) times their regular hourly rate for each such hour worked. An employee may, at his option, have hours worked placed in his compensatory time in lieu of the additional time and one half (1 ½) pay for working the holiday.

An employee who works on a holiday during hours other than their regularly scheduled work shift or work day shall receive two and one-half (2 ½) times their regular hourly rate for each hour worked. At no time shall an employee receive more than two and one-half (2 ½) times their regular hourly rate.

6.4 Floating Holiday. All regular full-time employees shall be credited with 8 hours of holiday time at the beginning of each calendar year. A pro-rata amount will be credited to each regular full-time employee who worked less than 10 months in the preceding calendar year or who is a regular part time employee. Use of the holiday hours must be in a full shift, and at a mutually agreeable time. Any floating holiday hours not utilized in the calendar year shall be forfeit as of December 31.

ARTICLE VII - VACATIONS

7.1 Rate of Accrual. Vacation time for regular employees shall accrue as follows:

<u>Completed Service</u>	<u>Hours of Accrual For Each 80 Pay Hours</u>	<u>Total Vacations Hours Earned Per Year</u>
At one year (12 mos.) establish an 80-hour beginning balance		
13 mos. through 36 mos.	3.08	80
37 mos. through 60 mos.	3.85	100
61 mos. through 84 mos.	4.62	120
85 mos. through 120 mos	5.39	140
121 mos. or more	6.16	160

After 20 years of continuous service, a one time bonus of forty (40) hours shall be credited to employee.

Accrual rates for vacation time will not change due to any switch in the hours/day worked or the workweek.

7.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours. Time spent on unpaid leave shall not be counted as continuous service, provided that employee returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff. For persons on military leave, seniority will continue at the date defined in this contract.

7.3 Accrual Limitations. Employees may accrue up to a maximum of two hundred (200) hours of vacation leave. Such vacation shall be deemed forfeited if not taken unless mutually agreed in writing in advance. The City shall notify an employee with each paycheck of the amount of vacation leave accumulated.

It is the responsibility of each employee to utilize one-half (1/2) of their annual vacation accrual rate each calendar year. An employee may convert up to one-half (1/2) of annual accrued vacation to cash. Such payment can occur after or at the same time the employee takes one-half (1/2) their annual accrued vacation.

Vacation leave shall not accrue during a leave of absence without pay or an extended educational leave in excess of fifteen (15) calendar days. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

7.4 Scheduling. Vacation times shall be scheduled by the City based on the Director of the Department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Employees shall be permitted to request vacation on either a split two (2) hours minimum or an entire basis. Vacation times shall be selected on the basis of bargaining unit seniority within work crew; provided, however, such employee will be permitted to exercise this right of seniority only annually. It is expressly understood the employees scheduled for a workday of greater than eight (8) hours will be charged an amount of hours equal to their respective workday for every day of vacation time utilized.

7.5 Payment on Termination. In the event of death or termination of an employee during the initial twelve (12) months of his employment no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the current rate. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

7.6 Concurrent Leave. If an employee takes qualified state or federal family leave, the employee has the option to use their accrued vacation and it may be counted against the employee's family leave entitlement.

ARTICLE VIII - SICK LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of eight (8) hours per month for regular employees. (3.69 hours bi-weekly)

8.2 Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral of/or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purpose of this subsection, the immediate family is defined as: spouse, children, mother, father, mother-in-law, father-in-law, brothers, sisters, grandparents and step-children in the household. This utilization shall include travel time to and from the funeral or location of the family member and time for making necessary arrangements for care and/or the funeral. The employee may not take more than three (3) days emergency leave in any one (1) year. In the event that more time is needed the employee may utilize their allowance of sick leave and/or vacation.

8.3 Utilization. It is expressly understood that employees scheduled for a workday of more than eight hours will be charged an amount of hours equal to their scheduled hours of work for every day of sick time utilized.

a. Illness or Injury of the Employee. Employees may utilize their allowances of sick leave on record at the end of the preceding pay period when unable to perform their work duties by reason of illness or injury.

b. Illness in the Family. Employees may utilize their allowance of sick leave within their immediate family, when there is illness or injury. For the purpose of this section immediate family will include: spouse, children, father, mother, mother-in-law, father-in-law, stepchildren, (all in the household).

c. Physician's Statement. In the event that an employee is off more than three (3) work shifts, the City may require a physician's statement as to the nature of the illness, the need for the employee's absence and the estimated duration of absence; prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to his normal duties without risk of aggravating the illness or injury.

When an employee is, by reason of his illness or injury, unable to perform his job with the regularity, efficiency or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others the City may require that the employee absent himself and take further sick leave.

The physician's statement shall be submitted on a form provided by the City. The form

shall be submitted to the Personnel Office prior to returning to work.

d. Termination for Medical Reasons. Employees on time loss for an injury or illness who have used a one hundred eighty (180) calendar day limit will be terminated for medical reasons and re-employed only when an opening occurs for which the employee is qualified. Near the end of the one hundred eighty (180) day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the City Manager.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of the disability after the employee's accrued sick leave has been exhausted. The City may require a physician's statement on a periodic basis during the period of disability.

8.5 Integration With Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay minus state and federal deduction. In such instances, no charges will be made against accrued sick leave for the first thirty (30) days of time loss that result within sixty (60) days from the date of the original injury.

8.6 Sick Leave Accumulation. The maximum accumulation shall be unlimited.

8.7 Sick Leave Conversion Program. A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of service, or to the employee's beneficiary in the event of death while a regular employee with the City. The maximum time any employee may apply to the sick leave conversion formula shall be 1700 hours. It shall be paid in the following manner:

Two and one-half percent (2.5%) times each full year of the employee's continuous years of service times the employee's sick leave accumulation, but no greater than 1700 hours, at a rate equivalent to the employee's current gross hourly salary.

An employee may opt to utilize his/her accrued sick leave as defined in ORS 237.153.

8.8 Light Duty. Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that "light duty" work is acceptable, the employee may, at management's option, report to his supervisor for assignment within the City. The department may assign such duties as the health and condition permit of the involved employees only in cases where bona-fide jobs or duties are available.

8.9 Personal Day Off. Employees who have used less than three days of sick leave during the previous calendar year shall be granted a personal day off in the following year at a time mutually agreeable between the City and the employee. If not utilized by June 1st in the year granted, this personal day off will be paid at straight time no later than June 30th.

ARTICLE IX - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted upon establishment of reasonable justification, therefore, in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City.

9.2 Appearances. Leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority.

9.3 Required Court Appearances. Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's headquarters. However, employees shall be required to seek all fees due them for such duty and turn said fees over to the City.

9.4 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the Department Director or other supervisor for assignment for the remainder of his or her regular work day. Mileage and expenses paid for jury duty will be retained by the employee, so long as the employee provides his own transportation for such jury duty service.

9.5 Union Business. Employees elected to any legitimate full-time paid Union offices which takes them from their employment with the City, may upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, may upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

9.6 Voluntary Educational Leave. After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading his or her professional ability through

enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval of the Department Director. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. The replacement shall be considered a temporary employee.

9.7 Directed Educational Leave. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department director.

9.8 Military Leave With or Without Pay. Military leaves with or without pay shall be in accordance with Oregon Revised Statutes.

9.9 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the City, and the position shall be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control.

9.10 Parental and Family Leave. Family leave may be taken pursuant to applicable state and federal law. Generally these laws provide for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition. While out on such leave, an employee must utilize accumulated sick leave, compensatory time and holiday time in any order. Lastly they may use accrued vacation leave.

After using all paid time, the employee may take leave without pay unless state or federal law requires otherwise and the employee requests otherwise in writing. Except as provide by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave shall be available for a female employee who needs pregnancy disability leave, and , if the employee (male or female) utilized family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care, but does not have a serious health condition. The employee may also utilize sick leave in accordance with Article VIII before or after taking other paid time and otherwise with the City's approval which may be granted on a case by case, non-precedent setting basis, with such time not accrued as a portion of the twelve week limit for family leave.

Except where otherwise required by law, all leaves including sick leave, vacation leave, holiday and compensatory leave, state and federal family leave, will run

concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE X - COMPENSATION

10.0 Step Increases. A five percent (5%) difference shall be maintained between steps. Negotiated percent increases shall be added to the bottom step for each classification. Employees shall receive step increases in accordance with Exhibit "B" and Exhibit "C".

10.1 Salary Schedule. Employees shall be compensated for hours worked in accordance with the salary schedule attached to this Agreement and marked "Exhibit A" which is hereby incorporated into and made a part of this Agreement.

10.2 Wages During Trial and Promotional Trial Service Period. When a present employee is promoted, and would therefore be in a promotional probationary status, such employee's pay shall either be new hire rate or job rate the least of which provide a minimum five (5%) percent increase above his or her previous pay rate.

10.3 Pay Periods. Pay periods shall be on a bi-weekly basis and pay checks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.4 Standby. Standby duty is defined as an employee status of being ready and able to report to work and being available by phone or other electronic device during non-scheduled hours of work. An employee assigned standby duty may not consume alcohol products or become incapacitated during the term of the standby duty. Failure to respond to a callout or response in such a physical condition that the employee is unable to perform work may be grounds for disciplinary action. The standby person will be expected to respond to all calls as quickly as possible, but in all instances, shall respond to their regular work site within one half (1/2) hour or less.

Based upon Divisional needs, the City will schedule in advance when and where it needs employees on standby duty. Posting of standby duty assignments shall comply with the language in Section 5.5. No assignment of standby duty will exceed one (1) calendar week, except in emergencies. The City shall have the sole authority to determine the qualifications needed for standby duty assignments. Qualified employees will be given an equal opportunity to volunteer for standby duty assignment. In cases when the City deems operational needs cannot be reasonably be met by a sufficient number of employees willing to volunteer, mandatory stand by duty may be assigned. Employees may agree to trade assigned standby duty assignments by mutual agreement and advance approval of the appropriate supervisor.

Employees performing standby duty shall receive \$200 for each full week and an additional \$50 for each City-designated holiday, as listed in Section 6.1 that falls within that assigned week. (A full week is considered one hundred twenty eight (128) hours of standby duty status.) Standby duty status of less than one (1) week in length shall be prorated.

Anytime the employee scheduled for standby duty status is required to respond to a callback, the employee shall receive overtime pay, or holiday pay if appropriate, for all hours worked during the call back period and shall be credited with no less than two (2) hours of paid time.

10.5 Working in Higher Job Classifications. An employee is considered to be working in a higher classification when he or she is specifically told to assume a higher classification and he or she has substantially assumed the responsibility of that position for one (1) full work shift. In these instances, the employee will be paid at the rate or new hire rate of the higher classification, the least of which provide a minimum 5% increase above the previous pay.

10.6 Performance Pay. Employees who have successfully passed state certification exams for utility work in: water distribution, wastewater collection, OR water treatment, and wastewater treatment, shall receive certification pay on the following scale:

Level 1	\$15 per month
Level 2	\$45 "
Level 3	\$105 "
Level 4	\$180 "

Each level of certification supersedes the previous level. The maximum performance pay obtainable shall be \$360 for a level 4 in each of the two areas of specialization.

More than one employee will be allowed to achieve certification in their applicable area of specialization/certification relative and as required for the position.

- a. Municipal Services Worker - Certification Pay. Employees of the Parks Division will receive certification pay on the following scale:

For completing the RCC Landscape Management Program or approved equal.

Hours completed toward landscape certificate		
16 hours	Level 1	\$13
32 hours	Level 2	\$42
Program completion	Level 3	\$102

Each level supersedes the previous level.

National Recreation & Park Association:		
Certified Aquatic Facility Operator	Level 1	\$15 per month
Chemical Applicators License	Level 1	\$15 per month
Swimming Pool Operators License		\$15 per month
Certified Playground Safety Inspector		\$15 per month

b. Municipal Service Worker and Specialists - Certification Pay. Municipal Service Worker and Specialists shall be eligible for the following certification pay:

- c. 1) Hazard Material Certification. Additional pay for a hazardous material certification. Hazardous material certification shall be limited to a single employee.
- | | | |
|--|---------|----------------|
| | Level 1 | \$15 per month |
|--|---------|----------------|
- 2) Backflow Tester or Backflow Inspector Certification.
(Total certification pay is limited to \$15, even if both certificates are held)
- | | | |
|--|--|----------------|
| | | \$15 per month |
|--|--|----------------|
- 3) Storm Water Certification. If a state certified Storm water collection certification becomes available it will be compensated on the same basis as the other utility certifications.
- 4) Pavement Management. Employees who have successfully completed a minimum of 16 hours of pavement management class training and can demonstrate proficiency in rating, recording and updating pavement management records shall receive Level 1 certification.
- | | | |
|--|---------|----------------|
| | Level 1 | \$15 per month |
|--|---------|----------------|
- 5) ODOT Road Scholar.
- | | | |
|--|--|----------------|
| | | \$15 per month |
|--|--|----------------|

In addition, Treatment Plant Specialist may be eligible for the following;

- 1) Electrical Licenses. A Treatment Plant Specialist employee assigned specifically by supervisor to be responsible for duties of instrumentation, controls and electrical maintenance may be eligible to receive the following licensing pay.

State of Oregon Limited Maintenance Electrician's License -
\$145 per month.

State of Oregon General Journeyman's Electrician's License -
\$290 per month

Each level of licensing supersedes the previous level. The maximum amount of Performance Pay for the combination of state certification exams and electrical licensing shall be \$338 per month.

2) Water Filtration Endorsement \$ 42 per month

d) All employees may be eligible for the following incentives:

1) Educational Incentive. Employees who hold a college degree shall be compensated in the following manner:

Associate's Degree	\$ 75 per month
Bachelor's Degree	\$ 150 per month

The maximum amount an employee may receive under this section shall be for one degree only or \$150 per month.

2) Second Language. An employee passing a proficiency language test in Spanish shall be eligible to receive additional pay in the amount of \$50 a month. The testing process will be selected by the City. Continued eligibility for this incentive will be dependent upon annual retesting to take place no later than February of each year.

10.7 Effective Date for Certifications. The effective date of certification pay shall be the beginning of the pay period following receipt of the correspondence documenting such achievement by the Human Resources Department.

10.8 Medical Savings Account. Effective January 1, 2007, the City shall cause to be created a Health Reimbursement Arrangement/Voluntary Employee Beneficiary Association (Hereinafter HRA/VEBA) under Section 501(c)(9) of the Internal Revenue code for each employee of the bargaining unit eligible for medical insurance. Effective with the January 1, 2007 payroll, and each payroll thereafter for the duration of this contract, the City shall contribute \$140 per month to each employee's said account. Eligibility shall mean each full-time employee receiving full medical benefits as described in Section 11.1

ARTICLE XI - INSURANCE

11.1 Insurance Maintenance. The City agrees to provide a health and welfare plan to all eligible bargaining unit employees. Effective January 1, 2007, the bargaining unit employees shall pay 7.5% of the total monthly premium for G/W medical plan, D-5 Dental and V-3 Vision plan. The City shall pay the remaining 92.5% of the premium cost. In the event the total health insurance premium increases more than 10% from the previous calendar year, the parties agree to share (50/50) in the amount of the premium over the 10% increase for the remainder of that calendar year.

Employees become eligible for health insurance the first of a calendar month after having been employed a full calendar month. If the new employee begins work any day after the first work day of the month, coverage would commence two months later. For example, someone who is hired and commences work on April 1st would be eligible for coverage May 1st. If the employee begins work on April 12th, their health insurance coverage would commence June 1st. Coverage ends the last day of the month in which the employee received compensation, either for worked time or paid absence.

All employees hired effective January 1, 2001 and who have a minimum employment time of six consecutive years at time of retirement will be eligible for 50% City paid medical and prescription benefits for six months only following retirement. For all employees hired prior to January 1, 2001, shall receive forty-eight (48) months of medical insurance coverage, up to the medical insurance cap, paid by the City. All employees hired after January 1, 2007 who are eligible for COBRA benefits at time of retirement may utilize that benefit, at totally their own cost.

A. Obligation to Pay Premiums is Exclusive. It is understood the City's only obligation is to pay for premium on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

The City agrees to provide long-term disability insurance to all full time bargaining unit employees. The City also agrees to provide a term life insurance policy equal to one times annual salary for each full-time bargaining unit employee.

11.2 Continuation of Hospital and Life Insurance Coverage Benefits for Permanently Disabled Employees.

1. Any employee who has completed trial service and becomes permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by the City for those in the employee classification until the employee reaches age 65.

2. The same life insurance benefits are extended at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.

3. The health insurance premium for any employee eligible for health insurance who has been continuously employed on a permanent basis for twelve consecutive months or longer who becomes totally and permanently disabled shall three months after the determination of such disability, have health insurance paid by Oregon Teamster Employers Trust plus six (6) months of premiums up to the designated cap paid by the City. During the period of waiver the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the period established above (no longer than 18 months), whichever occurs first, the employee and/or covered dependents may, at employees own expense, convert to whatever plan is being offered as a conversion policy by the City's insurance carrier.

11.3 Public Employees Retirement System. The City shall continue to participate in the State Public Employee Retirement System or its successor as determined by the State of Oregon. Effective July 1, 2007, the employee's 6% contribution to the retirement system shall be paid by the City.

11.4 Workers' Compensation. Each employee will be insured under the provisions of the Oregon State Workers' Compensation Act.

ARTICLE XII - SENIORITY

12.1 Definition of Seniority. Only regular employees shall have seniority. Seniority shall be achieved following completion of the trial service period of one (1) year and shall thereafter be established as the employee's length of continuous service within the bargaining unit. In the event two (2) or more employees are hired in the same job classification on the same date, the filing date of their original employment application shall determine their seniority. Seniority shall be broken or terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provided in Article XIII, Section 13.2.
4. Is laid off from work for any reason for twelve (12) months.
5. Fails to report to work at the termination of a leave of absence.
6. While on leave of absence accepts employment without permission.
7. Is retired.

Seniority shall apply in the matter of layoff, recall, vacation, compensatory days off and shift selection.*

*Shifts may be rotated twice a year, for summer and winter schedules.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a trial service period of twelve (12) full months. The trial service period may be

extended for any time the employee is on unpaid leave of absence, worker's compensation and family medical leave provision. The time of extension cannot exceed the actual absence from the work plan as specified above. The Union recognizes the right of the City to terminate trial service employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract except in cases of discrimination as defined by this agreement.

12.3 Promotional Trial Service Period. Regular employees (except trainees) shall serve a six (6) month trial service period when he/she makes a lateral move from one division to another or when promoted to a higher classification. The Union recognizes the right of the City to demote an employee on promotional trial service status to his/her previous position, and the City recognizes the right of the employee, upon thirty (30) days notice, to choose to return to his/her previous position within the first three (3) months of trial service.

A. Extension of Trial Service Period. The Trial Service Period may be extended by mutual agreement of the City and the Union, and may be extended for any time the employee is on leave of absence including worker's compensation.

12.4 Bargaining Unit Job Openings. Bargaining unit personnel shall be given preference by seniority in hiring to non-bargaining unit personnel, provided the candidates possess equal qualifications for the position. The City shall be the judge of an employee's qualifications and ability. The City shall not be arbitrary or capricious in determining qualifications and ability.

12.5 Seniority List. Exhibit "D" is a listing of all current employees within the bargaining unit with their job classification and job classification seniority date.

12.6 Promotion Out of the Bargaining Unit. It is agreed that a bargaining unit employee who is promoted to a classification outside of the bargaining unit shall serve a promotional trial service period of one (1) year. The Union recognizes the right of the City to demote an employee in a promotional, trial service status to his former position, with or without cause, and that such demotion shall not constitute disciplinary action and shall not be givable.

Employees who are promoted as outlined above shall retain that seniority accrued up to date of promotion, through the promotional trial service period of one (1) year. Seniority shall not continue to accrue during the period of time the employee is in the trial service status, and at the end of the promotional trial service period of one (1) year, the promoted employee shall lose all seniority.

ARTICLE XIII - LAYOFF AND RECALL

13.1 Layoff and Recall. Seniority shall govern in the matters of layoff and recall provided the senior employee possesses the demonstrated skill, ability, training, and experience necessary to do the available work. Employees may utilize bargaining unit seniority to bump to lower or lateral classifications based on the above. In any event the employee must be performing the job to the satisfaction of the immediate supervisor within thirty (30) days.

An employee may bump to any division in the bargaining unit so long as the employee is qualified as indicated above and has more seniority than the least senior employee in the classification he wishes to bump to. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not greater than their current salary. In any event an employee is allowed only one bumping opportunity during a specific layoff.

13.2 Notice of Recall from Layoff Status. Notice to an employee of recall from layoff shall be made by certified mail, sent to the last address provided to the City by the employee. The employee shall have fourteen (14) calendar days to return to work from the date of receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 Discipline. No regular employee as defined in Article I, Recognition, Section 1.1, may be disciplined or discharged except for just cause. Discipline shall be progressive in nature.

Disciplinary action consisting of a written warning notice or reprimand must be taken within thirty (30) calendar days of the date that the City first has knowledge of the complaint giving rise to the disciplinary action unless the City first notified the employee that their actions are under investigation for possible disciplinary action. Written warning notice or reprimand shall specify the misconduct from which the written warning or reprimand was given, and if applicable shall also specify any specific departmental rule, regulations, or policies violated. A copy of such disciplinary action if made shall be given without delay to the Union and the employee involved.

14.2 Forms of Discipline. Disciplinary action for just cause shall be limited to the following:

- a. Written reprimand.
- b. Suspension: the City may, at its option, impose one of the following:
 1. Time off without pay.
 2. Reduced rate of pay equal to the value of time off imposed.
- c. Discharge.

14.3 Imposition. Disciplinary action may be imposed without warning notice or written reprimand if an offense is a flagrant violation or when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting or dishonesty.

If the Department Director or other supervisor has reason to believe that there is cause for discharge, he shall suspend the employee with pay for five (5) calendar days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless otherwise resolved, the dismissal shall become effective at the end of the five-day suspension. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article XV. The Union may process a grievance concerning suspension or discharge, or both, at Step II of the grievance procedure.

14.4 Manner of Imposition. The City, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

14.5 Trial Service Employee. A trial service employee, as defined in Article XII, Seniority, Section 12.2. New employees may be discharged with or without cause.

14.6 Notice of Discipline or Discharge. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the City Manager or his designee. Both the Union and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty.

14.7 Grievances. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure, Article XV.

ARTICLE XV - SETTLEMENT OF DISPUTES

15.1 Grievance and Arbitration Procedure. The City and the Union agree that any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days after the grievant becomes aware of its occurrence. The immediate supervisor shall then attempt to adjust the matter or give an answer within ten (10) calendar days. The Union has the right to be present at all steps of the grievance procedure.

Step II. If the grievance has not been settled between the grievant and the immediate supervisor, it may be presented in writing by the Union to the Department Director within ten (10) calendar days after the response specified in Step I is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated (if applicable) and the specific remedy requested. The Department Director shall respond to the Union in writing within ten (10) calendar days after receipt thereof.

Step III. If the grievance still remains unadjusted to the griever's satisfaction, it may be presented by the Union to the City Manager, within ten (10) calendar days after the response specified in Step II is due. The City Manager shall respond in writing to the Union within ten (10) calendar days after the receipt thereof.

Step IV. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Manager or his designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and Union. If the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven arbitrators who maintain an office in Oregon. The moving party shall strike first. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the Agreement, and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

15.2 Time Limitation for Filing. The parties to this Agreement shall be bound by the time limits contained in this Article, Section 15.1, above. If either party fails to comply with or follow the time limits, the following shall result: (The grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified).

- (A) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (B) If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.

ARTICLE XVI - STRIKES AND LOCKOUTS BARRED

16.1 Strikes and Lockouts. There shall be no lockouts on the part of the employer, nor suspension of work on the part of the employee. This Agreement is a guarantee that for its duration there will be neither strikes nor lockouts, and that all grievances or disputes arising under its provisions will be settled pursuant to its grievance machinery.

16.2 Picketing. Notwithstanding any provisions of this article, it shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute. This shall not apply in case of emergency or need to maintain essential services.

ARTICLE XVII - USE OF ALCOHOL AND DRUGS

17.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy is applicable to bargaining unit employees along with the following employee rights provisions.

The employee shall have the right to have a Union representative present during testing procedures. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample. Nothing herein shall restrict the employee's right to representation under general law.

If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in secure place. Test results will be treated as confidential information by the City.

Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

If the results of the test are negative, the employee shall have the right to grieve in accordance with Article XV. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE XVIII - PERSONNEL FILE

18.1 Maintenance. The City Manager or his designee shall maintain the official personnel file.

18.2 Notice of File Contents. Each employee shall read and sign all written material that is placed in their personnel file following their date of hire. This will include disciplinary action, merit or job evaluations, letters of commendation, etc. Signing will not necessarily indicate agreement with the content of the item signed. It is agreed the selection materials used for hire or promotion are exempt from this section.

18.3 Response. An employee and/or the Union may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or his designee.

18.4 Copies. Employees shall have the right, upon request, to review and obtain at their own expense, copies of the contents of their personnel file, exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

18.5 Purging. Documentation of discipline shall be removed from an employee's personnel file upon written request if there has been no intervening activity as follows:

1. Written Reprimand - 24 months
2. Suspension of three (3) days or less - 48 months
3. Suspension of four (4) days or more - 60 months

Documentation of discipline for protected class harassment shall be removed from the personnel file as indicated above except such documentation shall be retained by the City in a separate file.

ARTICLE XVIV - EMPLOYEE EXPENSES

19.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, court appearances, legislative hearings, etc., requiring the use of his personal automobile for transportation to such location shall be compensated for the mileage at not less than that rate set by City policy. In no event shall the rate of compensation be less than is being paid on the effective date of this Agreement.

19.2 Per Diem. When an employee's duties require them to travel outside the City, the City agrees to pay the employee reasonable costs for food, lodging, and transportation, provided the employee provides receipts for all reimbursable expenses.

19.3 Use of City Vehicles. No City vehicle shall be used for the transportation of employees to and from their residences or for other personal uses with the exception of instances where a Department Director has given an employee specific approval to use the vehicle to attend an after-hours scheduled City meeting or travel to and from a scheduled work task.

ARTICLE XX - GENERAL PROVISIONS

20.1 Information. Either party to this Agreement will provide single copies of information in their control which is a matter of public record, to the other party upon request.

20.2 Reimbursement of Tuition or Fees. In the event the City directs any employee to attend any formal training course all tuition, books and incidental fees will be paid in full by the City. If employees request training, the denial of such request by the City shall not be grievable by any means.

20.3 Safety. The City is committed to adequate levels of safety and will comply with all applicable Federal, State, and City safety regulations.

20.4 Uniform, Clothing and Equipment. Uniforms and other protective clothing or safety wear and equipment required to be worn by an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing, uniforms or safety wear provided by the City save and except on the job; however, old clothing not in the City use, could be worn by employees provided the labels are taken off. City will consider working conditions when determining uniform requirements. A footwear allowance of up to \$130 per year or \$260 in two years will be provided per employee; however, the allowance will be structured by operating group, with the City establishing the footwear standard and the allowance for each work group.

All clothing with a City logo provided to employees shall be returned to the City upon termination of employment or returned when the clothing will/can no longer be worn.

20.5 Residency Requirements. Employees shall live within a thirty-minute drive of their regularly assigned work site. Existing employees residing outside the City shall not be required to move within the City; however, the City will require any new employee to live within the conditions specified above as a condition of employment.

20.6 Other Employment. Outside employment shall be permitted only with the express prior approval of the City. To deny outside employment the City must find that it violates one of the following criteria:

- (1) That such employment is in conflict with the interest of City employment;
- (2) That such employment detracts from City work;

- (3) That such employment is a discredit to the City employment;
or
- (4) That such employment takes preference over the requirement of City employment.

20.7 Supervisory Employees. It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased.

20.8 Job Descriptions. The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer to a specific position and not to an individual. Each position shall have a specification that includes a descriptive title, a description of responsibilities, and a statement of the minimum or desirable qualifications for each position. The City shall give the Union a notice of intent to substantially change job descriptions ten (10) working days prior to the change.

20.9 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rules, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be reduced to writing, will be furnished to the Union and to affected employees. It is further agreed that if modification of work rules covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation. The City shall provide an opportunity to meet and confer with the Union prior to the implementation of such proposed modification to such work rules which are covered by specific provisions of this Agreement.

20.10 Employment Opportunities. All employment opportunities shall be posted in the workplace when a job opening is announced to the public. The announcement shall include the job title, duties, qualifications, and salary range. All bargaining unit employees shall have the right and opportunity to apply for the position.

ARTICLE XXI - MAINTENANCE OF STANDARDS

21.1 The City agrees that it will not unilaterally change any current working conditions not referenced in this agreement which are deemed mandatory subjects of bargaining by the Employment Relations Board without negotiating such changes in accordance with Oregon Law. Notwithstanding this paragraph, the City shall continue to pay for all expenses associated with continuing education and related costs for employees to maintain any certification or license referenced in this agreement (Article 10.6, except (d), and Exhibits B & C).

ARTICLE XXII - SAVINGS CLAUSE

22.1 If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States or State of Oregon the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention.

ARTICLE XXIII - TERMS OF AGREEMENT

23.1 This Agreement shall be effective as of January 1, 2013, except as amended or modified, and shall remain in full force and effect until December 31, 2013. 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. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE XXV - EXECUTION/SIGNATURES

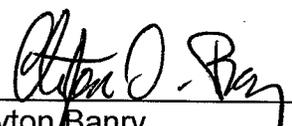
Executed this 1st day of March, 2013, at Grants Pass, Oregon, by the undersigned officers by the authority of and on behalf of the City of Grants Pass, Oregon and Teamsters Local Union No. 223.

CITY OF GRANTS PASS, OREGON

TEAMSTERS LOCAL UNION NO. 223



Aaron K. Cubic
City Manager



Clayton Barry
Secretary / Treasurer

Exhibit "A-1"
First Year Salary Schedule
Effective January 1, 2013 through December 31, 2013

Effective January 1, 2013, the salary schedule shall be adjusted 2.85%.

Job Title		Step 1 Entry	Step 2 Auto	Step 3 AutoDemonstrated Skill/Training	Step 4	Step 5 Full Job Rate
		Step 1	Step 2	Step 3	Step 4	Step 5
	1/1/2012	2,714.00				
Municipal Services Worker	Monthly	2,791.00	2,931.00	3,078.00	3,232.00	3,394.00
Utility Worker	Bi-Weekly	1288.00	1352.80	1420.80	1492.00	1566.40
	Hourly	16.10	16.91	17.76	18.65	19.58
		Step 1	Step 2	Step 3	Step 4	Step 5
	1/1/2012	2,849.00				
Municipal Specialist	Monthly	2,930.00	3,077.00	3,231.00	3,393.00	3,563.00
Utility Specialist	Bi-Weekly	1352.00	1420.00	1491.20	1565.60	1644.00
	Hourly	16.90	17.75	18.64	19.57	20.55
		Step 1	Step 2	Step 3	Step 4	Step 5
	1/1/2012	3,022.00				
Treatment Plant Specialist	Monthly	3,108.00	3,263.00	3,426.00	3,597.00	3,777.00
	Bi-Weekly	1434.40	1506.40	1581.60	1660.80	1744.00
	Hourly	17.93	18.83	19.77	20.76	21.80

EXHIBIT "B"

For all employees hired prior to December 31, 2006

STEP ONE, ALL POSITIONS

This is entry level of positions.

STEP TWO, ALL POSITIONS

Requires one year satisfactory performance at step one.

STEP THREE, ALL POSITIONS

Requires one year satisfactory performance at step two.

STEP FOUR

MUNICIPAL SERVICES WORKER

Streets/Drainage - Requires one year satisfactory performance at step three AND either demonstrated proficiency in operating and conducting routine maintenance of all mechanical equipment used in maintenance and repair of public right-of-way improvements OR demonstrated expertise in one specialty related to the job class (asphalt, drainage, concrete or approved equal.)

Parks - Requires one year satisfactory performance at step three AND either demonstrated proficiency in operating and conducting routine maintenance of all parks mechanical equipment OR demonstrated expertise in one specialty related to job class (irrigation, horticulture, turf managements, pesticides, or approved equal.)

UTILITIES WORKER

Collection/Distribution - Requires one year satisfactory performance at step three AND a minimum of Level 1 Certification for BOTH Collection and Distribution and Backflow Inspection Certificate.

Wastewater Treatment/Water Treatment - Requires one year satisfactory performance at step three AND a minimum of Level 1 Certification in Water OR Wastewater and successful completion of the Sacramento State Volume 1 correspondence course for water treatment OR wastewater treatment (for discipline opposite certification).

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Requires one year satisfactory performance at step three AND demonstrated proficiency in operating and conducting routine maintenance of all specialized tools and equipment used in the specialist position AND demonstrated skill in planning and overseeing projects and contracts AND demonstrated expertise in at least one specifically related to the job class.

TREATMENT PLANT SPECIALIST

Water/Wastewater - Requires one year satisfactory performance at step three AND a minimum of Level 1 Certification for BOTH water treatment and wastewater treatment.

Maintenance - Requires one year satisfactory performance at step three and a minimum Level 1 Certification in water OR wastewater and successful completion of the Sacramento State 1 correspondence course for water treatment OR wastewater treatment (for discipline opposite certification).

In the event an employee hired or promoted to Treatment Plant Operator does not meet the State mandated requirement of on the job training in the water or wastewater treatment facilities to acquire Level 1 certification because of scheduling, he/she will move to Step Four and/or Step Five after meeting all other requirements.

In the event an employee in the utility field crew does not meet the State mandated requirement of on the job training in the water or wastewater collection or water distribution to acquire Level 1 certification because of scheduling, AND he/she has documented in writing the need for the experience in order to progress to their next step he/she will move to Step Four and/or Step Five after meeting all other requirements.

The employee understand that once the City schedules them and they work the required time in the water treatment or wastewater facility they are required to take the first available test he/she is eligible for to obtain the necessary Level 1 certification from the State. The employee is required and responsible for notifying the Personnel Division of the scheduling of the first available testing date. A copy of the letter of notification of results provided by the testing agency is to be provided to Personnel by the employee upon receipt. In the event the employee fails the required test he/she will return to their previous step.

In the event any employee does not meet a particular City-mandated requirement listed in this Exhibit because of scheduling, and he/she has documented in writing the need for the requirement in order to progress to their next step, he/she will move to the next higher step after meeting all other requirements.

STEP FIVE

MUNICIPAL SERVICE WORKER/UTILITIES WORKER

Streets/Drainage - Requires one year satisfactory performance at step four AND demonstrated proficiency in operating and conducting routine maintenance of all mechanical equipment used in maintenance and repair of public right-of-way improvements AND demonstrated expertise in one specialty related to the job class (asphalt, drainage, concrete or approved equal) AND attainment of a Commercial Drivers License.

Parks - Requires one year satisfactory performance at step four AND demonstrated proficiency in operating and conducting routine maintenance of all parks mechanical equipment AND demonstrated expertise in one specialty related to job class (irrigation, horticulture, turf managements, pesticides, or approved equal).

Collection/Distribution - Requires one year satisfactory performance at step four AND maintenance of step four standards and a minimum of a one year Level 2 Certificate in wastewater collection/treatment or water distribution/water treatment.

Wastewater Treatment/Water Treatment - Requires one year satisfactory performance at step four AND maintenance of step four standards and a minimum of Level 2 Certification in water or wastewater and successful completion of the Sacramento State Volume 2 correspondence course for water treatment OR wastewater treatment (for discipline opposite certification).

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Requires one year satisfactory performance at step four AND maintenance of step four standards AND demonstrated ability to write specifications and prepare requests for proposals.

TREATMENT PLANT SPECIALIST

Wastewater Treatment/Water Treatment - Requires one year satisfactory performance at step four AND maintenance of step 4 standards and a minimum of Level 2 Certification in water or wastewater treatment.

Maintenance - Requires one year satisfactory performance at step four AND maintenance of step 4 standards and a minimum of Level 2 Certification in water or wastewater treatment and successful completion of Sacramento State Volume 2 correspondence course for water treatment or wastewater treatment (for discipline opposite certification) OR completion of Associates degree.

EXHIBIT "C"

For all employees hired on or after January 1, 2007

STEP ONE, ALL POSITIONS

This is entry level of positions.

STEP TWO

MUNICIPAL SERVICES WORKER/UTILITIES WORKER

Water Treatment, Wastewater Treatment, Collection/Distribution, Streets and JO-GRO - Requires one year satisfactory performance at step one AND at a minimum, attainment of a Commercial Drivers License Class "B" with air brake and tanker endorsement.

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step one AND successful completion of the Sacramento State Volume I correspondence course for Industrial Waste Treatment.

Streets/Drainage - Requires one year satisfactory performance at step one AND, at a minimum, attainment of a Commercial Drivers License Class "B" with air brake and tanker endorsement.

TREATMENT PLANT SPECIALIST

Water/Wastewater (Operations & Maintenance) - Requires one year satisfactory performance at step one AND successful completion of the Sacramento State Volume I correspondence course for Water Treatment or Wastewater Treatment (correspondence course must be same discipline as job assignment).

STEP THREE

MUNICIPAL SERVICES WORKER/UTILITIES WORKER

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step two AND successful completion of the Sacramento State Volume 1 correspondence course for Water Treatment or Wastewater Treatment (correspondence course must be same discipline as job assignment).

Collection/Distribution - Requires one year satisfactory performance at step two AND a minimum of Oregon Level 1 Water Distribution and Sewage Collection Certification AND Backflow Inspector Certificate or Backflow Tester Certificate.

Streets/Drainage - Requires one year satisfactory performance at step two AND either demonstrated proficiency in operating and conducting routine maintenance of all mechanical equipment used in maintenance and repair of public right-of-way improvements OR demonstrated expertise in one specialty related to the job class (asphalt, drainage, concrete or approved equal.)

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step two AND successful completion of the Sacramento State Volume 2 correspondence course for Industrial Waste Treatment.

TREATMENT PLANT SPECIALIST

Water/Wastewater (Operations) - Requires one year satisfactory performance at step two AND a minimum of an Oregon Level 1 Water Treatment or Wastewater Treatment Certification AND successful completion of the Sacramento State Volume 1 correspondence course for Wastewater Treatment or Water Treatment (correspondence course must be opposite discipline as job assignment).

Maintenance - Requires one year satisfactory performance at step three AND successful completion of the Sacramento State Volume 1 correspondence course for Wastewater Treatment or Water Treatment (correspondence course must be opposite discipline as job assignment).

STEP FOUR

MUNICIPAL SERVICES WORKER/UTILITIES WORKER

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step three AND a minimum of an Oregon Level 1 Water Treatment or Wastewater Treatment Certification AND successful completion of the Sacramento State Volume 2 correspondence course for Wastewater Treatment.

Collection/Distribution - Requires one year satisfactory performance at step three AND a minimum of Oregon Level 1 Water Distribution AND Sewage Collection Certification (certification in same discipline as job assignment).

Streets/Drainage - Requires one year satisfactory performance at step three AND either demonstrated proficiency in operating and conducting routine maintenance of all mechanical equipment used in maintenance and repair of public right-of-way improvements OR demonstrated expertise in one specialty to the job class (asphalt, drainage, concrete or approved equal.)

Parks - Requires one year satisfactory performance at step three AND either demonstrated proficiency in operating and conducting routine maintenance of all parks mechanical equipment OR demonstrated expertise in one specialty related to job class (irrigation, horticulture, turf management, pesticides or approved equal).

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step three AND a minimum of an Oregon Level 1 Water Treatment or Wastewater Treatment Certification AND successful completion of the Sacramento State Volume 1 correspondence course for Wastewater Treatment.

TREATMENT PLANT SPECIALIST

Water/Wastewater (Operations & Maintenance) - Requires one year satisfactory performance at step three AND successful completion of the Sacramento State Volume 2 correspondence course for Wastewater Treatment or Water Treatment (correspondence course must be same discipline as job assignment).

In the event an employee hired or promoted to Treatment Plant Specialist does not meet the State mandated requirement of on the job training in the water or wastewater treatment facilities to acquire Level 1 certification because of scheduling, he/she will move to Step Four and/or Step Five after meeting all other requirements.

STEP FIVE

MUNICIPAL SERVICES WORKER/UTILITIES WORKER

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step four AND a minimum of an Oregon Level 2 Water Treatment or Wastewater Treatment Certification.

Collection/Distribution - Requires one year satisfactory performance at step four AND a minimum of Oregon Level 2 Water Distribution OR Sewage Collection Certification (certificate must be in same discipline as job assignment).

Streets/Drainage - Requires one year satisfactory performance at step four AND demonstrated proficiency in operating and conducting routine maintenance of all mechanical equipment used in maintenance and repair of public right-of-way improvements AND demonstrated expertise in one specialty related to job class (asphalt, drainage, concrete or approved equal) AND attainment of a Roads Scholar Certification.

Parks - Requires one year satisfactory performance at step four AND demonstrated proficiency in operating and conducting routine maintenance of all parks mechanical equipment AND demonstrated expertise in one specialty related to job class (irrigation, horticulture, turf management, pesticides or approved equal).

MUNICIPAL SPECIALIST/UTILITIES SPECIALIST

Water Treatment, Wastewater Treatment and JO-GRO - Requires one year satisfactory performance at step four AND a minimum of an Oregon Level 2 Water Treatment or Wastewater Treatment Certification AND Successful completion of the Sacramento State Volume 2 correspondence course for Wastewater Treatment.

TREATMENT PLANT SPECIALIST

Water/Wastewater (Operations) - Requires one year satisfactory performance at step four AND a minimum of an Oregon Level 2 Water Treatment OR Wastewater Treatment Certification AND successful completion of the Sacramento State Volume 2 correspondence course for Wastewater Treatment or Water Treatment (correspondence course must be opposite discipline as job assignment).

Maintenance - Requires one year satisfactory performance at step four AND a minimum of an Oregon Level 1 Water Treatment OR Wastewater Treatment Certification AND successful completion of the Sacramento State Volume 2 correspondence course for Wastewater Treatment or Water Treatment (correspondence course must be opposite discipline as job assignment).

In the event an employee hired or promoted to Treatment Plant Specialist does not meet the State mandated requirement of on the job training in the water or wastewater treatment facilities to acquire Level 1 certification because of scheduling, he/she will move to Step Four and/or Step Five after meeting all other requirements.

In the event an employee in the utility field crew does not meet the State mandated requirement of on the job training in the water or wastewater collection or water distribution to acquire Level 1 certification because of scheduling, AND he/she has documented in writing the need for the experience in order to progress to their next step he/she will move to Step Four and/or Step Five after meeting all other requirements.

The employee understands that once the City schedules them and they work the required time in the water treatment or wastewater facility they are required to take the first available test he/she is eligible for to obtain the necessary Level 1 certification from the State. The employee is required and responsible for notifying the Personnel Division of the scheduling of the first available testing date. A copy of the letter of notification of results provided by the testing agency is to be provided to Personnel by the employee upon receipt. In the event the employee fails the required test he/she will return to their previous step.

In the event any employee does not meet a particular City-mandated requirement listed in this Exhibit because of scheduling, and he/she has documented in writing the need for the requirement in order to progress to their next step, he/she will move to the next higher step after meeting all other requirements.

Exhibit "D"

TEAMSTERS LOCAL 223

SENIORITY LIST

January 1, 2013

<u>Name</u>	<u>Seniority Date</u>	<u>Date of Hire</u>
Mannan, Kathi	06/12/89	03/30/87
Thompson, Jeffrey	08/23/90	Same
Wytcherley, Mary	06/17/91	Same
Morgan, Frank	10/21/91	Same
Smith, Kevin	08/26/96	Same
Blackett, John	12/01/97	Same
Baker, Lance	11/01/99	Same
Adame, John	12/14/99	Same
Ryan, William	01/05/01	Same
Febus, Remi	01/10/01	Same
Kuhnert, Craig	05/10/01	Same
Drinkworth, Heidi	06/18/01	Same
Snow, Michael	08/20/01	Same
Gamby, Jeran	07/23/02	Same
Westbrook, Chad	04/07/03	Same
Brown, Tom	04/28/03	Same
Meyer, Chris	06/18/03	Same
Hickerson, Charles	07/28/03	Same
Bloyd, Stan	09/15/03	02/06/95
Ahlstrom, Ole	06/01/04	Same
Pylant, Stephen	08/15/05	Same
Kight, Craig	03/16/06	Same
Szewc, Stephanie	10/30/06	Same
Tennis, Mark	12/04/06	10/09/06
Soy, Christopher	06/04/07	Same
Vinyard, Rod	06/05/07	Same
Severloh, Matthew	08/08/07	Same
Garrison, Kenneth	08/27/07	Same
Brelinski, Jr., Gary	01/20/09	Same
Sedivy, Phillip	01/26/09	Same
Floyd, Jeffrey	02/02/09	Same
Larsen, Eric	11/10/09	Same
Snyder, Matthew	08/30/10	Same
Olson, Nathan	11/22/10	Same
Sedivy, Stuart	03/26/12	Same
Classick, Jason	08/01/12	Same
Radda, Steven	08/14/12	Same