



# CITY OF CENTRAL POINT

Oregon

## City Council Meeting Agenda Thursday, May 27, 2021

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

Next Res(1663) Ord (2076)

### I. REGULAR MEETING CALLED TO ORDER

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

### IV. SPECIAL PRESENTATIONS

1. Max's Mission

### V. PUBLIC COMMENTS

*Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.*

### VI. CONSENT AGENDA

- A. Approval of April 22, 2021 City Council Minutes
- B. Police Week Proclamation

### VII. ITEMS REMOVED FROM CONSENT AGENDA

### VIII. BUSINESS

- A. Proclamation of Employee Recognition (Simas)

### IX. PUBLIC HEARING

*Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.*

- A. First Reading - Ordinance Vacating a Public Utility Easement over the Portion of the Former Public Alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 Per ORS 271.130 (Dreyer)

### X. ORDINANCES, AND RESOLUTIONS

- A. Resolution Authorizing Partial Termination of Easement (Dreyer)

- B. Resolution No. \_\_\_\_\_ Ratifying the General Services Collective Bargaining Agreement and Authorizing the Mayor and City Manager to sign the Agreement (Simas)
- C. Resolution No. \_\_\_\_\_, A Resolution Approving the Revised Management Compensation Plan and July 1, 2021 - June 30, 2022 Classification Pay Plan (Simas)

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION**

The City Council will adjourn to executive session under the provisions of ORS 192.660. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XVI. ADJOURNMENT**

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail to [Deanna.casey@centralpointoregon.gov](mailto:Deanna.casey@centralpointoregon.gov).

Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta publica de la ciudad por favor llame con 72 horas de anticipación al 541-664-3321 ext. 201

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, April 22, 2021

### I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Remote	
Neil Olsen	Ward I	Remote	
Kelley Johnson	Ward II	Remote	
Melody Thueson	Ward III	Remote	
Taneea Browning	Ward IV	Remote	
Rob Hernandez	At Large	Remote	
Michael Parsons	At Large	Remote	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Finance Director Steve Weber; Police Chief Kris Allison; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Community Development Director Tom Humphrey; Planning Department Director Stephanie Holtey; and City Recorder Deanna Casey.

### IV. PUBLIC COMMENTS - None

### V. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taneea Browning, Ward IV
<b>SECONDER:</b>	Michael Parsons, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

#### A. Approval of April 8, 2021 City Council Minutes

### VI. ORDINANCES, AND RESOLUTIONS

#### A. Second Reading - An Ordinance Amending in Part the Central Point Municipal Code Renaming Title 4 and Adding Chapter 4.01 Central Point Cemetery

City Council Sydnee Dreyer explained the second reading of an ordinance amending Central Point Municipal Code by renaming Title 4 to Parks and adding Chapter 4.01 Central Point Cemetery. There are still several steps that need to take place before we become the owners of the cemetery. There were no recommended changes at the first reading of the ordinance. Management and funding options will be presented later in the meeting.

Minutes Acceptance: Minutes of Apr 22, 2021 7:00 PM (CONSENT AGENDA)

**Kelley Johnson moved to approve Ordinance 2075 Amending in Part the Central Point Municipal Code Renaming Title 4 and Adding Chapter 4.01 Central Point Cemetery.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelley Johnson, Ward II
<b>SECONDER:</b>	Michael Parsons, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**B. Resolution No. \_\_\_\_\_, A Resolution Adopting the Cemetery Rules Governing the Central Point Cemetery**

Mrs. Dreyer stated that the proposed resolution will adopt rules governing the day to day operations of the cemetery including hours of operation, services provided and prohibited conduct. The Parks and Recreation Commission approved the draft rules and forwarded a favorable recommendation to the Council.

There was discussion regarding allowing plants at gravesites. This will not prohibit people from planning items in their family plots. We want to have specifics so that maintenance can be done without threat to planted items. There are a couple places that state dawn to dusk and others that state sunrise to sunset. It should be consistent throughout the rules. There will be designated entrance points in order to avoid traffic over the family plots.

Staff will return after the city has taken ownership of the property in regards to the Cemetery Management Plan to provide specific guidance as to cemetery maintenance which will include a prioritization plan for improving cemetery conditions.

**Kelley Johnson moved to approve Resolution No. 1659 Adopting the Cemetery Rules Governing the Central Point Cemetery amending the language to be consistent with dawn to dusk.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelley Johnson, Ward II
<b>SECONDER:</b>	Rob Hernandez, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**C. Resolution No. \_\_\_\_\_, A Resolution of the City of Central Point Increasing the Park Maintenance Fee Effective July 1, 2021**

Parks and Public Works Director Matt Samitore updated the Council on the current survey responses to date. We have only sent information through social media at this point. There are currently over 400 responses. Staff is concerned about sending a mailer to residents within the 97502 zip code. Many of these are not Central Point Citizens. The responses have geofencing applied so only people in our area can submit the survey.

The Citizen Survey asks questions regarding the Greenway and the Little League Fields. We are currently in the budget planning and need additional funds to help

Minutes Acceptance: Minutes of Apr 22, 2021 7:00 PM (CONSENT AGENDA)

with greenway maintenance. We can wait on the little league fee until we receive more survey results.

He explained that the proposed resolution will increase the park utility fee from \$1.00 per unit for residential and Commercial rates. The rates will increase by a total of \$.85. Staff is asking that the fee go into effect on June 1<sup>st</sup> instead of July 1<sup>st</sup>.

**Rob Hernandez moved to approve Resolution No. 1660 A Resolution of the City of Central Point increasing the Park Maintenance Fee Effective June 1, 2021.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rob Hernandez, At Large
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**D. Resolution No. \_\_\_\_\_, A Resolution of the City of Central Point Adjusting the Transportation Utility Fee Effective July 1, 2021**

Parks and Public Works Director Matt Samitore explained the proposed fee increase adjusts the commercial rate to be near, but not higher, than our neighboring cities. The Council reviewed the options at a Study Session in March.

This increase of the street utility fee goes from \$0.6207 per average daily trip (ADT) to \$0.633 (ADT) for residential rates and \$0.266 to \$0.46 ADT for commercial rates. These rates will adjust over a two-year period.

**Melody Thueson moved to approve Resolution No. 1661, A Resolution to Increase the Street Utility Fee Effective July 1, 2021.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Melody Thueson, Ward III
<b>SECONDER:</b>	Taneeea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**E. Resolution No. \_\_\_\_\_, Resolution Authorizing City Initiated Vacation of Public Utility Easement over the Portion of the Public Alley and Amy Street Vacated by Ordinance No. 1837 on August 14, 2003**

City Attorney Dreyer explained the City recently received approval by the Planning Commission to construct the new Public Works facility. As designed, the PUE reserved by Ordinance 1837 would conflict with the location of the building. As a condition of approval, the City is required to vacate the existing easement and may relocate as appropriate to accommodate the new facility. The proposed resolution sets the public hearing date for the vacation of a 20 foot wide public utility easement over the portion of the Public Alley and Amy Street.

**Kelley moved to Resolution No. 1662, Resolution Authorizing City Initiated Vacation of Public Utility Easement over the Portion of the Public Alley and Amy Street Vacated by Ordinance No. 1837 on August 14, 2003.**

Minutes Acceptance: Minutes of Apr 22, 2021 7:00 PM (CONSENT AGENDA)

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelley Johnson, Ward II
<b>SECONDER:</b>	Melody Thueson, Ward III
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## VII. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended a TRADCO meeting. They had a speaker from the National Chamber of Commerce Director from Washington DC.
- Attended a Fair Board Meeting. They are moving the Wild Rogue Pro Rodeo to September hoping the we won't have COVID restrictions.
- He has been asked to help support the Mayor of Sandy Oregon in setting up meeting space for a group called Main Street Mayors. He may be running for Governor of Oregon in 2022.

## VIII. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- The Expo is holding a national vaccination clinic.
- We will be following up on the Camping ban ordinance. He is planning another study session in June about this topic. The city of Medford is open to Central Point helping financially with the urban campground.
- We have an updated drawing for the little league complex and will be getting a cost assessment on this proposed drawing.
- Public Works and the Parks Department have tested the big movie screen at the little league fields, which gives us an additional location for the Friday night movies.
- They have been working on the budget message. RVSS had some losses in the fires last year and they will be increasing their monthly fee.
- The County Board of Commissioners approved reallocation of funds in order to do some cleaning along the greenway controlled by the County and surrounding the Expo.

Commissioner Dotterer stated that they authorized \$450,000 to have the county greenway sections cleaned up between Ashland and the Expo.

## IX. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended the Study Session.

Council Member Mike Parsons reported that:

- He attended the Southern Oregon Regional Economic Development meeting. There was a good discussion about enterprise zones.

- He attended the Virtual Medford City Council meeting as a citizen observer. There was a presentation by Rogue Retreat introducing the newest Rogue Retreat addition to the Urban Campground.
- He attended the Study Session.
- He attended a virtual Rogue Valley Sewer Service Board meeting.

Council Member Melody Thueson reported that the school district is having a hard time getting construction completed because they can't find workers.

Council Member Neil Olsen reported that we are entering a phase where there is vaccine available for anyone who would like it. He would be happy to answer any vaccine questions.

Council Member Rob Hernandez reported that:

- He attended the Chamber Forum zoom meeting.
- He attended the virtual Fire District Budget Meeting.
- He attended the SOREDI meeting.
- He attended the Council Study Session.
- He attended the Council Commissioner Board Meeting regarding our Urban Growth Boundary.

Council Member Tanea Browning reported that:

- She attended an LOC meeting with lobbyist and the Executive Director regarding property tax reform conversations. Local control and unity through the state remains her focus during her leadership with the LOC over the next two years.
- She attended the LOC Finance Committee meeting where they are looking at five year forecasting.
- She attended the Study Session on Monday.
- The women's caucus development meetings will continue this month. The group has approved the bylaws.
- Medford Water Commission study session was about SDC calculation. They received a \$6,000 donation to Butte Falls community forest project. The total cost to the project is over 1 Million
- The Corey Pond Bill regarding fire protection resources is still in Committee.

## **X. DEPARTMENT REPORTS**

Police Chief Kris Allison reported that Heart Village will be one of the options we may be partnering with in regards to transient lodging. It is very important to support these types of programs.

Police Captain Dave Croft reported that the department has been busy with disorderly conduct calls and they are in the final process of filling two vacant positions.

Parks and Public Works Director Matt Samitore reported:

- The Operations Center excavation and grading will begin next week.
- That he will be attending a meeting with FEMA on the greenway regarding the replacement of the gazebo and other infrastructure.
- Staff will be fencing up the skate park again and monitoring the hours of operation. We will be posting that it is shut down for two weeks because of inappropriate actions, language, and vandalism.
- There is an easement on the east side of I-5 behind the property on Glen Grove. Property owners will need to be proactive to clean up that property. ODOT can't mow it, we will need to get community involvement to get it cleared up of black berries.

Planning Director Stephanie Holtey reported that:

- There is not a lot of new stuff happening in the Community Development Department. Next week will be the first reading of the ordinance at the County for our Urban Growth Boundary expansion.
- The Planning Commission will be discussing mobile food vendor code options and residential code amendments.

Sydnee provided a brief update about the anti-camping ordinance and state legislation.

**XI. EXECUTIVE SESSION - None**

**XII. ADJOURNMENT**

**Neil Olsen moved to adjourn the meeting at 8:30 p.m.** Tanea Browning seconded.

The foregoing minutes of the April 22, 2021, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2021.

Dated:

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

\_\_\_\_\_  
City Recorder

Minutes Acceptance: Minutes of Apr 22, 2021 7:00 PM (CONSENT AGENDA)





**City of Central Point**  
**Staff Report to Council**

**ISSUE SUMMARY**

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Police Department
<b>FROM:</b>	Kris Allison, Police Chief		
<b>MEETING DATE:</b>	May 27, 2021		
<b>SUBJECT:</b>	Police Week Proclamation		
<b>ACTION REQUIRED:</b>	Consent Agenda Item		<b>RECOMMENDATION:</b>

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**Summary:**

Each year, Police Officers are killed in the line of duty in the United States. Thousands more are assaulted, injured, and many are left permanently disabled.

In 1962, President John F. Kennedy signed a proclamation which designated May 15<sup>th</sup> as Peace Officers Memorial Day and the week in which that date falls as National Police Week.

This proclamation sets aside a day “In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of their duty.”

Peace Officers Memorial day is part of National Police Week, a Time to “reflect upon the sacrifices our fellow citizens make to serve their communities and recognize the service of those who hold the public trust,” by honoring their fallen comrades across the nation.

**Recommendation:**

Staff recommends that the City Council approve a proclamation in recognition of National Police Week in the City of Central Point.

**ATTACHMENTS:**

1. Police Week Proclamation 2021

# National Police Week Proclamation

**Whereas**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Central Point Police Department; and

**Whereas**, the Central Point Police Department plays an essential role in safeguarding the rights and freedoms of all members of the community; and

**Whereas**, it is essential that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and those members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**Whereas**, the men and women of the Central Point Police Department unceasingly provide this vital public service; and

**Now, Therefore Be It Resolved**, that the Central Point City Council hereby declares the week of May 9 to May 15, 2021, to be National Police Week in the City of Central Point and May 15 as Peace Officers' Memorial Day in honor of law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service. Let us recognize and pay respect to the survivors of our fallen heroes.

**Be It Further Resolved**, that the Central Point City Council calls upon all citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. The Central Point City Council publicly salutes the service of law enforcement officers in our community and communities across the nation.

IN WITNESS WHEREOF, I hereby set my hand this 27th day of May, 2021.

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Mayor Hank Williams  
City of Central Point



**City of Central Point**  
**Staff Report to Council**

**ISSUE SUMMARY**

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**TO:** City Council **DEPARTMENT:** Human Resources

**FROM:** Elizabeth Simas, Human Resources Director

**MEETING DATE:** May 27, 2021

**SUBJECT:** Proclamation of Employee Recognition

**ACTION REQUIRED:** Other **RECOMMENDATION:** Not Applicable

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Proclamation acknowledging Employee Recognition for 2020

**ATTACHMENTS:**

1. PROCLAMATION for 2020 Employee Recognition



## PROCLAMATION

### 2020 Employee Recognition

WHEREAS the City of Central Point's Strategic Plan 2040 articulates the mission, vision, values, and goals for the City of Central Point; and

WHEREAS the strategic priority of Responsible Governance goals are to strengthen our organization by investing in our human capital and to hire and retain quality employees who are skilled, solution-oriented and people minded; and

WHEREAS recognizing City of Central Point employees for their contributions to the City and Community for calendar year 2020 as part of the Strategic Plan 2040; and

WHEREAS the following employees were recognized for 2020 for their contributions to the City:

**Employee of the Year** - William Hetrick, Information Technology Specialist

**Manager of the Year** - Derek Zwagerman, Building Division Manager

**Rick Bartlett Safety Leadership** – Desiree Badizadegan, Police Support Specialist

**Team Work Award** – Human Resources: Lara Caldwell, Elizabeth Simas, Sam Patrick

**Growth and Achievement Awards** – Officer Joe Vargas, Kenny Parent, Justin Gindlesperger

**Public Works Leadership Award** – Josh DeHaan, Sr. Utility Worker

**Public Works Customer Service Award** – Cyndi Weeks, Account Clerk

**Police Life Saving Award** – Corporal Duston Fender, Officer Tyler Aplin, SRO Heather Ashwill, Officer Cameron Cunningham, and Officer Cassidy Walters

**Police Almeda Fire Recognition** – Captain Scott Logue, Detective Josh Abbott, Detective Jarod Pomeroy, and Officer Lou Fulmer

NOW, THEREFORE:

The City of Central Point extends its sincere thanks to those recognized and all of the City employees for their dedication and commitment to Central Point and our community

INWITNESS WHEREOF, I HEREBY SET MY HAND THIS 27<sup>th</sup> DAY OF MAY 2021

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Mayor Hank Williams  
City of Central Point



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	May 27, 2021		
<b>SUBJECT:</b>	First Reading - Ordinance Vacating a Public Utility Easement over the Portion of the Former Public Alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 Per ORS 271.130		
<b>ACTION REQUIRED:</b>	Public Hearing Ordinance 1st Reading	<b>RECOMMENDATION:</b>	Approval

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#### BACKGROUND INFORMATION:

In 2003 the City Council vacated certain unimproved portions of Ash and Amy Streets, Chicory Lane and a Public Alley, and reserved to the City of Central Point, all applicable public contracting agencies, and contracting cable television companies, an easement over the vacated street and alleys for purposes of installation, maintenance, repair and replacement of utilities and cable vision facilities by Ordinance No. 1837 (the "Easement").

The City received approval to construct a new Public Works facility to be located on Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor.

Pursuant to ORS 271.130, on April 22, 2021, the City Council initiated the vacation of the twenty-foot-wide public utility easement over the portion of the public alley and Amy Street previously vacated by Ordinance No. 1837, on its own motion, per Resolution 1409 and set the proposed vacation of the Easement for public hearing. Staff recommends vacation of the Easement based on the following recommended findings:

A. The Easement is no longer needed for public purposes, and conflicts with the location of the new public works facility. The City will provide public utility easements as necessary to serve the property or any adjacent properties as appropriate.

B. The Council conducted a public hearing on the proposed vacation on May 27, 2021.

C. The City provided notice of the proposed vacation by publication in the Medford Mail Tribune, a newspaper of general circulation published in Jackson County, Oregon. Notice was published once per week for two consecutive weeks with the first publication on May 13, 2021 and

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the second publication on May 20, 2021.

D. Said notice provided, among other things, that a public hearing before the City Council concerning the proposed vacation would be held on May 27, 2021 in the City Council Chambers in Central Point, Oregon, which was the time and place when objections to such proposed vacation would be considered and heard.

E. The City Council convened at the time and place specified in the public notices and no objections were made to said vacation.

F. On April 28, 2021, the City posted at or near each end of the portions of land proposed to be vacated, a copy of the notice provided for in ORS 271.

G. The proposed vacation will not substantially affect the market value of the property owners the public utility easement to be vacated.

H. Vacation of the public utility easement is in the public interest.

I. The City recording officer has filed a certificate verifying that all liens and taxes have been paid on the easement land to be vacated.

#### **FINANCIAL ANALYSIS:**

#### **LEGAL ANALYSIS:**

The City may vacate a public utility easement following a duly noticed public hearing and compliance with ORS Chapter 271.

#### **COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

#### **STAFF RECOMMENDATION:**

Approve the vacation and move the Ordinance to Second Reading.

#### **RECOMMENDED MOTION:**

I move the Ordinance vacating a public utility easement over the portion of the former public alley and Amy street vacated by Ordinance No. 1837 on August 14, 2003 per ORS 271.130 to second reading.

#### **ATTACHMENTS:**

1. Ord Vacating Easement Initiated by City - PW Facility

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT OVER THE PORTION OF THE FORMER PUBLIC ALLEY AND AMY STREET VACATED BY ORDINANCE NO. 1837 ON AUGUST 14, 2003 PER ORS 271.130**

**RECITALS:**

- A. WHEREAS, in 2003 the City Council vacated certain unimproved portions of Ash and Amy Streets, Chicory Lane and a Public Alley, and reserved to the City of Central Point, all applicable public contracting agencies, and contracting cable television companies, an easement over the vacated street and alleys for purposes of installation, maintenance, repair and replacement of utilities and cable vision facilities by Ordinance No. 1837 (the "Easement").
- B. WHEREAS, the City received approval to construct a new Public Works facility to be located on Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor.
- C. WHEREAS, Oregon Revised Statutes (ORS) Chapter 271 provides for the vacation of public street rights-of-way by the City's own motion.
- D. WHEREAS, pursuant to ORS 271.130, on April 22, 2021, the City Council initiated the vacation of the twenty-foot-wide public utility easement over the portion of the public alley and Amy Street vacated by Ordinance No. 1837, on its own motion, per Resolution 1409 and set the proposed vacation for public hearing.
- E. WHEREAS, on May 27, 2021 the City Council conducted a duly advertised public hearing in which the Council considered all evidence in favor or opposed to the proposed vacation.
- F. WHEREAS, the City Recording Officer has filed in the Official City Record a certificate verifying that all liens and taxes have been paid on the lands to be vacated.

Now, therefore:

**THE PEOPLE OF THE CITY OF CENTRAL POINT, OREGON DO ORDAIN AS FOLLOWS:**

SECTION 1. In accordance with ORS 271.130 the City Council makes the following findings:

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy

- A. That the public utility easement is no longer needed for public purposes, and conflicts with the location of the new public works facility.
- B. The Council reviewed the staff’s agenda report with findings; conducted a public hearing on the proposed vacation on May 27, 2021 and found the vacation of the public utility easement to be in the public interest.
- C. The City provided notice of the proposed vacation by publication in the Medford Mail Tribune, a newspaper of general circulation published in Jackson County, Oregon. Notice was published once per week for two consecutive weeks with the first publication on May 13, 2021 and the second publication on May 20, 2021.
- D. Said notice provided, among other things, that a virtual public hearing before the City Council concerning the proposed vacation would be held on May 27, 2021 in the City Council Chambers in Central Point, Oregon, which was the time and place when objections to such proposed vacation would be considered and heard.
- E. The City Council convened at the time and place specified in the public notices and no objections were made to said vacation.
- F. On \_\_\_\_\_, 2021, the City posted at or near each end of the portions of land proposed to be vacated, a copy of the notice provided for in ORS 271.
- G. The Council determined that the proposed vacation would not substantially affect the market value of the property owners the public utility easement to be vacated.
- H. Vacation of the public utility easement will be in the public interest.
- I. The City recording officer has filed a certificate verifying that all liens and taxes have been paid on the easement land to be vacated.

SECTION 2. The Easement described in Exhibit “A” attached hereto and by the reference incorporated herein is hereby vacated pursuant to ORS 271.130.

SECTION 3. The City Manager is directed to record certified true copies of this ordinance in the office of the County Clerk of Jackson County, Oregon, and with the County Assessor and County Surveyor of Jackson County, Oregon.

SECTION 4. For purposes of this vacation, this Ordinance shall be effective upon completion of the conditions provided herein.

**PASSED** by the Council and signed by me in authentication of its passage this 10th day of June 2021.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

\_\_\_\_\_  
City Recorder



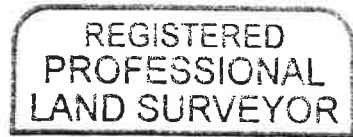
**EXHIBIT " A "**

**EASEMENT VACATION  
DESCRIPTION SHEET  
37 2W 10AD, TAX LOTS 700 & 798**

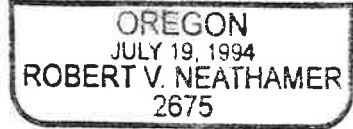
That certain 20-foot-wide utility easement over the portion of the public alley and Amy Street vacated by Ordinance No. 1837, passed by City Council on August 14, 2003, and recorded as Instrument Number 03-60976, of the Official Records of Jackson County, Oregon, being located over a portion of Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor. Said easement being located within Donation Land Claim No. 53 in the Southeast One-quarter of the Northeast One-quarter of Section 10, Township 37 South, Range 2 West of the Willamette Meridian, in the City of Central Point, Jackson County, Oregon.

Prepared By: Neathamer Surveying, Inc.  
3126 State Street, Suite 203  
PO Box 1584  
Medford, Oregon 97501  
Phone: (541) 732-2869  
Project Number: 09002-T-40

Date: April 14, 2021



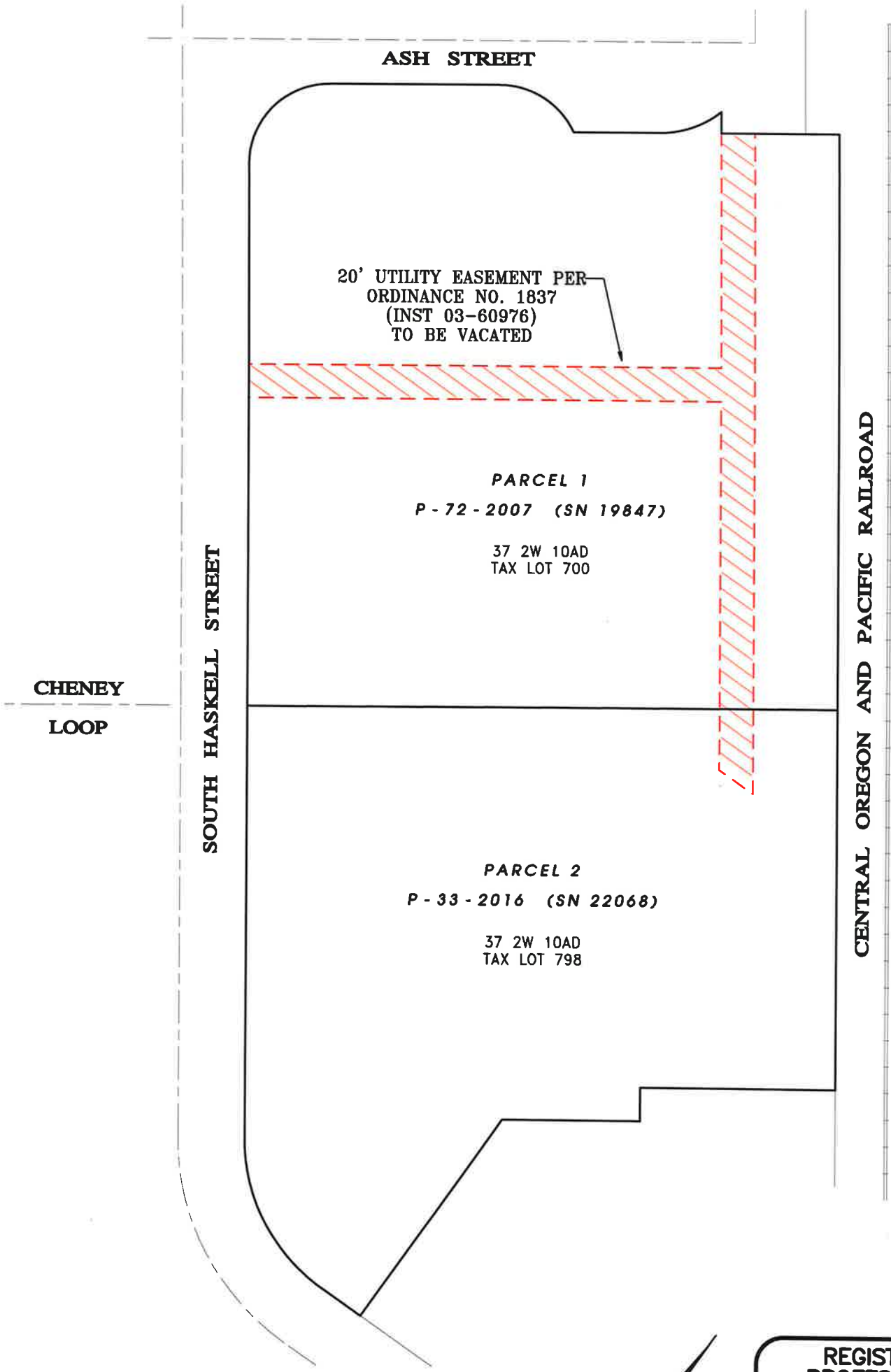
*Robert V. Neathamer*



RENEWAL: DEC. 31, 2022

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy Street)

**EXHIBIT "B"**



**ASH STREET**

20' UTILITY EASEMENT PER  
ORDINANCE NO. 1837  
(INST 03-60976)  
TO BE VACATED

**PARCEL 1**  
P - 72 - 2007 (SN 19847)

37 2W 10AD  
TAX LOT 700

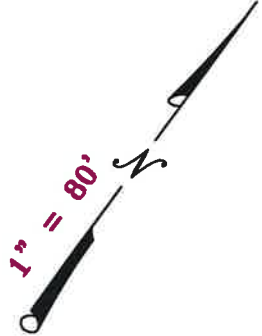
**PARCEL 2**  
P - 33 - 2016 (SN 22068)

37 2W 10AD  
TAX LOT 798

**SOUTH HASKELL STREET**

**CENTRAL OREGON AND PACIFIC RAILROAD**

**CHENEY  
LOOP**



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Cael E. Neatham*

**OREGON  
JULY 9, 2001  
CAEL E. NEATHAM  
56545**

*Renewal Date 12/31/22*

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy Street)



## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	May 27, 2021		
<b>SUBJECT:</b>	Resolution Authorizing Partial Termination of Easement		
<b>ACTION REQUIRED:</b>	Motion Resolution	<b>RECOMMENDATION:</b>	Approval

#### **BACKGROUND INFORMATION:**

The Central Point Planning Commission approved an application to construct a new public works facility on that property owned by the City of Central Point located at Ash and S. Haskell Street, consisting of two parcels. In 2007 a 10-foot wide waterline easement was granted to the City via Partition Plat No. P-72-2007. The easement extends approximately north/south across Parcel 1, as well as east/west across Parcel 2. As a condition of approval for the public works facility, the City must terminate the portion of the waterline easement which extends in a north/south direction across Parcel 1 as said waterline easement conflicts with the location of the new facility. Waterline easements will be relocated as necessary to serve the property.

#### **FINANCIAL ANALYSIS:**

N/A

#### **LEGAL ANALYSIS:**

The City may terminate an easement granted to the City if it finds said easement is no longer necessary.

#### **COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

#### **STAFF RECOMMENDATION:**

Approve the resolution.

#### **RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_ of the City Council of the City of Central Point authorizing the release and termination of a portion of a 10-foot wide waterline easement created by

---

Partition Plat No. P-72-2007.

---

**ATTACHMENTS:**

1. RESO Authorizing Termination of Easement - PW Facility Waterline

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL POINT AUTHORIZING THE  
RELEASE AND TERMINATION OF A PORTION OF A 10-FOOT WIDE WATERLINE EASEMENT  
CREATED BY PARTITION PLAT NO. P-72-2007

RECITALS:

- A. WHEREAS, the City received approval to construct a new Public Works facility to be located on Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor (hereinafter "Parcel 1"), and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor (hereinafter "Parcel 2").
- B. WHEREAS, construction of the new Public Works facility conflicts with the location of an existing 10-foot wide waterline easement, which runs approximately north/south across Parcel 1 and a portion of Parcel 2 that was granted to the City by Partition Plat Number P-72-2007 (the "Easement").
- C. WHEREAS, the Public Works Department has confirmed there is no further public need for the north/south portion of this Easement. The east/west portion of the Easement across Parcel 2 will remain in existence.
- D. WHEREAS, the City Council deems it appropriate to authorize the partial release and termination of the north/south portion of the Easement.

The City of Central Point resolves as follows:

Section 1. Recitals. The recitals to this Resolution are incorporated herein for all purposes.

Section 2. Release and Termination of Easement. The north/south portion of the Easement granted by Partition Plat Number P-72-2007 shall be released and terminated.

Section 3. Approval of Instrument. The Partial Termination of Easement instrument attached hereto as Exhibit "A" is hereby approved.

Section 4. Execution of Agreement. The City Manager is hereby authorized to execute the Partial Termination of Easement instrument in substantially the form attached hereto as Exhibit "A" and take such other actions necessary to facilitate the purpose of this Resolution.

---

Res. No. \_\_\_\_\_; May 27, 2021

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_ day of May 2021.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

\_\_\_\_\_  
City Recorder

Res. No. \_\_\_\_\_; May 27, 2021

Attachment: RESO Authorizing Termination of Easement - PW Facility Waterline (1417 : Resolution Authorizing Partial Termination of

EXHIBIT "A" TO RESOLUTION

After recording return to:

City Recorder  
City of Central Point  
140 S. Third Street  
Central Point, OR 97502

Until a change is requested,  
All tax statements shall be sent

To the following address:

No Change

PARTIAL EASEMENT TERMINATION

THIS PARTIAL EASEMENT TERMINATION (the "Easement Termination") is given this \_\_\_ day \_\_\_\_\_, 2021 by the City of Central Point, an Oregon municipal corporation ("City") whose address is 140 S. Third Street, Central Point, OR 97502.

Recitals

- A. Whereas City is the owner of certain real property more particularly described in the attached **Exhibit "A"** incorporated herein by reference (hereinafter "Parcels 1 and 2").
- B. Whereas a nonexclusive 10-foot wide waterline easement was granted to the City by Partition Plat number P-72-2007, a portion of which runs approximately north/south across Parcel 1 (the "Easement").
- C. Whereas the City intends to construct a Public Works facility on the Parcels and the north/south portion of the Easement will be relocated, such that the existing north/south portion of the Easement is no longer deemed necessary. The portion of the Easement to be released and terminated is depicted at **Exhibit "B"** incorporated herein by reference. The City intends to retain the remainder of said Easement which runs approximately east/west across Parcel 2.
- D. Whereas the City desires to terminate the north/south portion of the Easement because the north/south portion of the easement has been abandoned for all practical purposes.

Agreement

NOW, THEREFORE, the City agrees as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

Res. No. \_\_\_\_\_; May 27, 2021

Attachment: RESO Authorizing Termination of Easement - PW Facility Waterline (1417 : Resolution Authorizing Partial Termination of

2. **Partial Termination of Easement.** The City hereby terminates, releases, and relinquishes the north/south portion of the Easement created or reserved in favor of the City by virtue of plat number P-72-2007, the portion of which being terminated is depicted at **Exhibit "B"**.

3. **Binding Effect.** The terms, covenants, conditions and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the City.

**IN WITNESS WHEREOF**, this partial easement termination has been executed on this \_\_\_ day of \_\_\_\_\_, 2021.

The City of Central Point,  
a municipal corporation

By: \_\_\_\_\_  
Chris Clayton, City Manager

Attest: \_\_\_\_\_  
City Recorder

STATE OF OREGON     )  
  )ss  
County of Jackson     )

On this \_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Chris Clayton, City Manager of the City of Central Point, a municipal corporation, and acknowledged said instrument to be its voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Res. No. \_\_\_\_\_; May 27, 2021

Attachment: RESO Authorizing Termination of Easement - PW Facility Waterline (1417 : Resolution Authorizing Partial Termination of



Exhibit "A"

Legal Description of Parcels

PARCEL A:

PARCEL 1, AS SHOWN ON THE PARTITION PLAT FILED IN THE OFFICE OF THE JACKSON COUNTY OREGON SURVEYOR AS NO. 19847, AND RECORDED AS PARTITION PLAT NO. [P-72-2007](#) OF "RECORD OF PARTITION PLATS" IN JACKSON COUNTY, OREGON.

PARCEL B:

PARCEL 2, AS SHOWN ON THE PARTITION PLAT FILED IN THE OFFICE OF THE JACKSON COUNTY OREGON SURVEYOR AS NO. 22068, AND RECORDED AS PARTITION PLAT NO. [P-33-2016](#) OF "RECORD OF PARTITION PLATS" IN JACKSON COUNTY, OREGON.

Map No.: 372W10AD 700 and 372W10AD 798

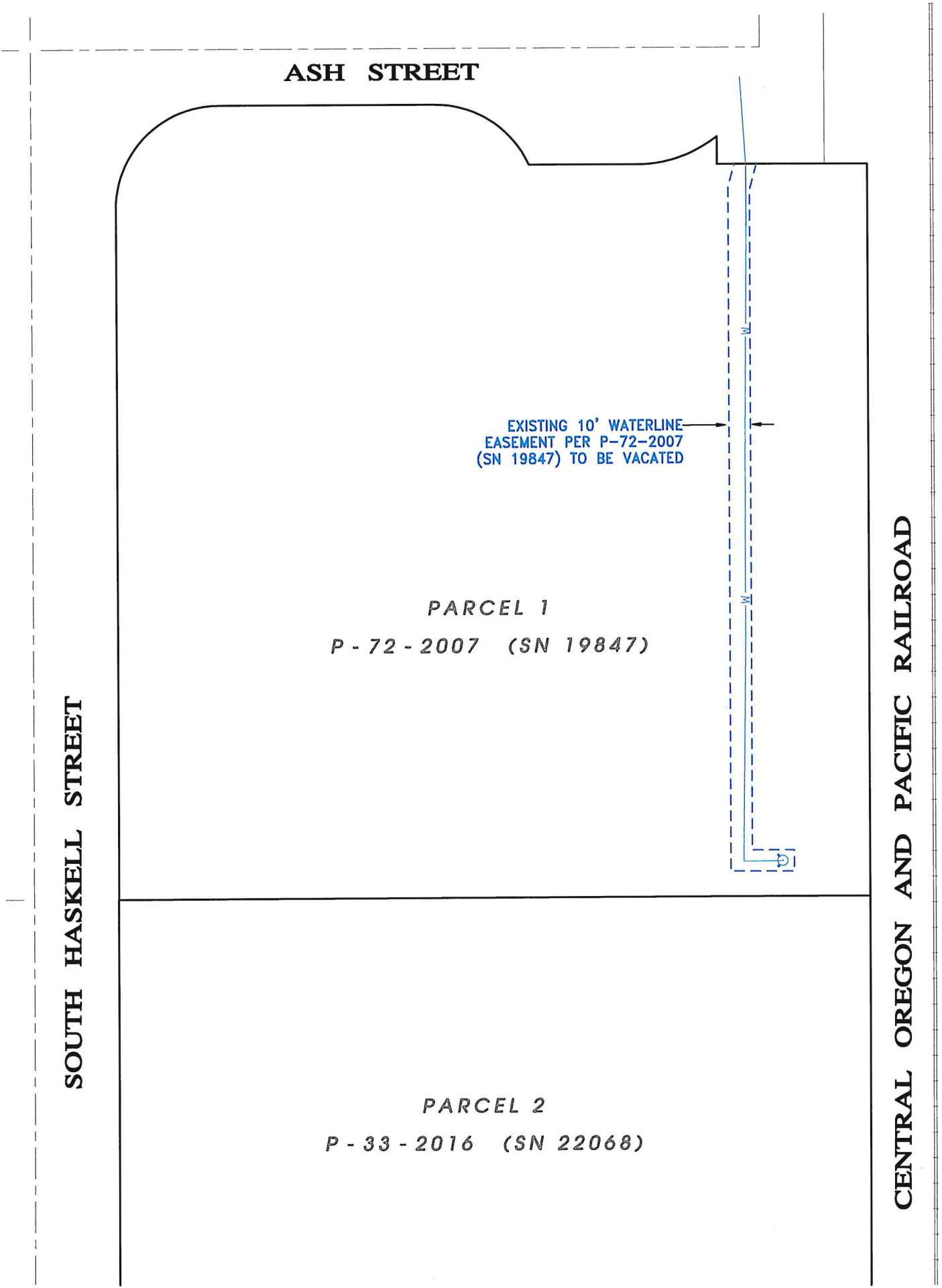
Tax Account No.: 1-081332-8 and 1-100416-3

Attachment: RESO Authorizing Termination of Easement - PW Facility Waterline (1417 : Resolution Authorizing Partial Termination of

---

Res. No. \_\_\_\_\_; May 27, 2021

**EXHIBIT "B"**



**SOUTH HASKELL STREET**

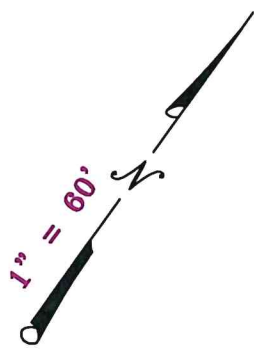
**ASH STREET**

**CENTRAL OREGON AND PACIFIC RAILROAD**

**PARCEL 1**  
**P - 72 - 2007 (SN 19847)**

**PARCEL 2**  
**P - 33 - 2016 (SN 22068)**

EXISTING 10' WATERLINE  
EASEMENT PER P-72-2007  
(SN 19847) TO BE VACATED



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Rhett V. Neathamer*

**OREGON  
JULY 19, 1994  
ROBERT V. NEATHAMER  
2675**

*Renewal Date 12/31/22*

**Attachment: RESO Authorizing Termination of Easement - PW Facility Waterline (1417 : Resolution Authorizing Partial Termination of Easement)**



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** Human Resources

**FROM:** Elizabeth Simas, Human Resources Director

**MEETING DATE:** May 27, 2021

**SUBJECT:** Resolution No. \_\_\_\_\_ Ratifying the General Services Collective Bargaining Agreement and Authorizing the Mayor and City Manager to sign the Agreement

**ACTION REQUIRED:**

**RECOMMENDATION:**

**BACKGROUND/HISTORY:**

**HISTORY:** On April 26, 2021, the City and General Services bargaining teams tentatively agreed to a four (4) year successor collective bargaining agreement through June 30, 2025. The agreement requires ratification by both parties. The bargaining unit ratified the agreement on May 13, 2021.

**PROPOSAL:** It is proposed that the Council ratify the bargained agreement. The negotiated agreement consists of a four (4) year contract.

**Salary Changes:** No salary increase on July 1, 2021; on January 1, 2022, a 1.7% increase applied to the pay scale; on July 1, 2022, the addition of a "Step H", removal of Step A and relabeling the steps to A-G; no salary increase on July 1, 2023; effective July 1, 2024 a 1% to 4% increase based on the CPI-U January 2023 - January 2024. Street Sweeper duty incentive pay of 3%.

**Health Insurance:** New hires to pay the same health insurance premium to match those employees hired prior to July 1, 2014.

**PFMLI:** Employees are to pay their portion of the Oregon Paid Family and Medical Leave Insurance program (OPFMLI) when the State of Oregon implements this program.

**Other contract changes** include: 1.2 Exclusions which changes the definition of a part-time without benefits employee; requires employees to give additional notice time when requesting flex time, compensatory time off, and scheduled appointments.

Allowing supervisors to permit employees to use the federal GSA website for meals when

traveling for City business, 14.6 include Central Point recreation programs in the City's fitness reimbursement program and retains City's authority to determine which programs it will reimburse.

**FISCAL IMPACT:** This contract covers two biennial budgets

**Biennial Budget 2021 - 2023:** The Fiscal Year 2021/2022 cost of the change in health insurance is approximately \$26,000 and the 1.7% pay increase on January 1, 2022 to the current pay scale is approximately \$15,000. Fiscal Year 2022/2023, the cost of adding an additional step to the pay scale July 1, 2022 is \$45,000 which is approximately a 2.5% increase.

**Biennial Budget 2023/2025** Fiscal Year 2023/2024 is \$14,000, which is approximately 0.7% salary increase. The cost of the CPI-U 1% - 4% depends on what the CPI-U actual which could range from \$20,000 - \$70,000 in salary increases. The two-year average annual increase is \$17,000 (0.9%) to two-year average annual would be \$42,000 (2.4%).

The approximate overall four year increase to the budget is 6.6% - 9% (1.7% - 2.3% average increase per year).

**RECOMMENDATION:**

**Motion to approve Resolution No. \_\_\_\_\_, A Resolution Ratifying the General Services Collective Bargaining Agreement.**

**ATTACHMENTS:**

1. 2021-2025 General Services CBA Resolution
2. 2021-2025 GS CBA Final

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION RATIFYING THE GENERAL SERVICES COLLECTIVE BARGAINING AGREEMENT and AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN THE AGREEMENT**

**RECITALS:**

1. The City of Central Point has a fundamental interest in the development of harmonious and cooperative relationships between the City and its employees; and
2. The City recognizes the rights of public employees to organize; and
3. The City recognizes and accepts that the principle and procedure of collective bargaining can alleviate various forms of strife and unrest; and
4. ORS 243 "Collective Bargaining" defines and outlines the policies involved in collective bargaining between public entities and public employers; and
5. The current General Services collective bargaining agreement is expiring on June 30, 2021; and
6. This agreement is a four-year collective bargaining agreement from July 1, 2021 through June 30, 2025.

**The City of Central Point resolves as follows:**

The General Services Collective Bargaining Agreement between the City of Central Point and Teamsters Local 223 (General Services), as attached, is hereby ratified and adopted, and the Mayor and City Manager are authorized to sign the Agreement.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor Hank Williams

**ATTEST:**

\_\_\_\_\_  
City Recorder

Attachment: 2021-2025 General Services CBA Resolution (1414 : General Services Collective Bargaining Agreement)

# COLLECTIVE BARGAINING AGREEMENT

*by and between*



**The CITY OF CENTRAL POINT  
(General Service)**

*and*



**TEAMSTERS**

**LOCAL UNION #223**

**July 1, 2021 – June 30, 2025**

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

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TABLE OF CONTENTS

**PREAMBLE** ..... 1

**ARTICLE I - RECOGNITION** ..... 1

    Section 1.1 Recognition ..... 1

    Section 1.2 Exclusions ..... 1

    Section 1.3 New Classification ..... 1

**ARTICLE II - MANAGEMENT RIGHTS** ..... 2

    Section 2.1 Management Rights ..... 2

**ARTICLE III - MAINTENANCE OF STANDARDS** ..... 3

    Section 3.1 Maintenance of Standards ..... 3

**ARTICLE IV - UNION SECURITY** ..... 3

    Section 4.1 Checkoff ..... 3

    Section 4.2 Hold Harmless ..... 3

    Section 4.3 New Hires ..... 3

    Section 4.4 Bulletin Board ..... 3

    Section 4.5 Right of Access ..... 4

    Section 4.6 City Facilities ..... 4

**ARTICLE V - UNION BUSINESS** ..... 4

    Section 5.1 Union Business ..... 4

    Section 5.2 Union Representatives ..... 4

    Section 5.3 Collective Bargaining ..... 4

**ARTICLE VI - NON-DISCRIMINATION** ..... 4

    Section 6.1 Gender ..... 4

    Section 6.2 Application of Agreement ..... 4

**ARTICLE VII - PERSONNEL FILE** ..... 5

    Section 7.1 Maintenance of Personnel Files ..... 5

    Section 7.2 Disclosure of Information ..... 5

    Section 7.3 Viewing of Files ..... 5

    Section 7.4 Representation ..... 5

    Section 7.5 Employee Signature and Response ..... 5

    Section 7.6 Adding and Removing Documents ..... 5

**ARTICLE VIII - PROBATION** ..... 6

    Section 8.1 Probationary Period ..... 6

    Section 8.2 Promotional Probationary Period ..... 6

**ARTICLE IX – SENIORITY** ..... 6

    Section 9.1 Definition ..... 6

    Section 9.2 Seniority List ..... 7

    Section 9.3 Application of Seniority ..... 7

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)



**ARTICLE X – LAYOFF AND RECALL** ..... 7

    Section 10.1 Layoff ..... 7

    Section 10.2 Notice ..... 7

    Section 10.3 Eligibility for Layoff Status ..... 7

    Section 10.4 Layoff Procedure ..... 8

    Section 10.5 Bumping Procedure ..... 8

    Section 10.6 Qualifications, Knowledge, Skills and Abilities ..... 8

    Section 10.7 Change in Pay ..... 8

    Section 10.8 Recall from Layoff ..... 9

**ARTICLE XI - HOURS OF WORK AND OVERTIME** ..... 9

    Section 11.1 Work Week ..... 9

    Section 11.2 Workday ..... 10

    Section 11.3 Overtime ..... 10

    Section 11.4 Flex Time ..... 10

    Section 11.5 Compensatory Time ..... 11

    Section 11.6 Rest Periods ..... 11

    Section 11.7 Meal Periods ..... 11

    Section 11.8 Call Back ..... 11

    Section 11.9 Safety Release & Safety Release Pay ..... 12

    Section 11.10 On-Call Status ..... 12

    Section 11.11 Special Events..... 13

    Section 11.12 Residency Requirement ..... 13

**ARTICLE XII – COMPENSATION** ..... 14

    Section 12.1 Salary Schedule ..... 14

    Section 12.2 Pay Periods ..... 14

    Section 12.3 Steps ..... 14

    Section 12.4 Changes in Position and/or Grade ..... 15

    Section 12.5 Acting In Capacity or Interim Status Pay ..... 15

    Section 12.6 Certification and Licensing Fees ..... 16

    Section 12.7 Certification Pay ..... 17

    Section 12.8 Certificate Compensation ..... 18

    Section 12.9 Other Certifications and Certificates ..... 18

    Section 12.10 Certification and Certificate Pay Limitations ..... 18

    Section 12.11 Bilingual/Sign Language Pay ..... 18

    Section 12.12 Educational Incentive ..... 19

    Section 12.13 Maximum Additional Pay ..... 19

    Section 12.14 PERS Contribution ..... 19

    Section 12.15 Deferred Compensation ..... 19

**ARTICLE XIII – CLOTHING** ..... 19

    Section 13.1 Clothing ..... 19

    Section 13.2 Safety Clothing ..... 20

    Section 13.3 Clothing Allowance ..... 20

    Section 13.4 Boots ..... 20

    Section 13.5 Boot Eligibility ..... 20

**ARTICLE XIV - EXPENSE REIMBURSEMENT** ..... 20

    Section 14.1 Educational Reimbursement ..... 20

    Section 14.2 Travel Expenses ..... 20

    Section 14.3 Meals ..... 21

    Section 14.4 Lodging ..... 21

    Section 14.5 Use of Purchasing Card ..... 21

    Section 14.6 Gym/Weight Management Membership Reimbursement ..... 22

**ARTICLE XV - VACATION** ..... 22

    Section 15.1 Accrual ..... 22

    Section 15.2 Selection ..... 22

    Section 15.3 Accrual Limitations ..... 23

    Section 15.4 Termination ..... 23

    Section 15.5 Sell Back ..... 23

**ARTICLE XVI - HOLIDAYS** ..... 23

    Section 16.1 Holidays ..... 23

    Section 16.2 Observed ..... 24

    Section 16.3 Floating Holiday ..... 24

**ARTICLE XVII - SICK LEAVE** ..... 24

    Section 17.1 Accrual ..... 24

    Section 17.2 Utilization ..... 24

    Section 17.3 Notification ..... 25

    Section 17.4 Sick Leave Compensation ..... 25

    Section 17.5 Leave Without Pay/Layoff ..... 25

    Section 17.6 Family Members ..... 25

    Section 17.7 Integration of Paid Sick Leave With Workers Compensation ..... 26

    Section 17.8 Retirement ..... 26

    Section 17.9 Oregon Paid Family and Medical Leave Insurance ..... 26

**ARTICLE XVIII - LEAVE OF ABSENCE WITH PAY** ..... 26

    Section 18.1 Bereavement Leave ..... 26

    Section 18.2 Funeral Leave ..... 26

    Section 18.3 Civic Responsibility ..... 27

    Section 18.4 Military Leave ..... 27

    Section 18.5 Conferences/Meetings ..... 28

    Section 18.6 Leave Accrual while on Paid Leave ..... 28

**ARTICLE XIX - LEAVE OF ABSENCE WITHOUT PAY** ..... 28

    Section 19.1 Family Medical Leave ..... 28

    Section 19.2 Military Leave ..... 28

    Section 19.3 Other Leave Without Pay ..... 28

    Section 19.4 Leave Accrual while on Leave Without Pay ..... 28

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

**ARTICLE XX - INSURANCE COVERAGE** ..... 28

    Section 20.1 Medical, Dental and Vision Insurance ..... 28

    Section 20.2 Health Insurance Eligibility ..... 29

    Section 20.3 Medical, Dental and Vision Insurance Premiums ..... 29

    Section 20.4 Section 125 ..... 29

    Section 20.5 Health Reimbursement Arrangement ..... 29

    Section 20.6 Long Term Disability Insurance ..... 30

    Section 20.7 Life Insurance ..... 30

**ARTICLE XXI – DRUG AND ALCOHOL POLICY** ..... 30

    Section 21.1 Drug and Alcohol Policy ..... 30

**ARTICLE XXII - OUTSIDE EMPLOYMENT** ..... 30

    Section 22.1 Outside Employment ..... 30

**ARTICLE XXIII - DISCIPLINE AND DISCHARGE** ..... 30

    Section 23.1 Discipline ..... 30

    Section 23.2 Imposition ..... 30

    Section 23.3 Probationary Employee ..... 31

    Section 23.4 Grieving Discipline ..... 31

    Section 23.5 Union Representation ..... 31

**ARTICLE XXIV - GRIEVANCE PROCEDURE** ..... 31

    Section 24.1 Definition ..... 31

    Section 24.2 Informal Resolution ..... 31

    Section 24.3 Grievance Procedure ..... 31

    Section 24.4 Expenses ..... 32

    Section 24.5 Time Limits ..... 32

    Section 24.6 Grievance File ..... 33

**ARTICLE XXV - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT** ..... 33

    Section 25.1 Lockout ..... 33

    Section 25.2 Strike ..... 33

    Section 25.3 Union Responsibility ..... 33

    Section 25.4 Discipline ..... 33

    Section 25.5 Wages and Benefits During Work Interruption ..... 33

**ARTICLE XXVI - SAVINGS CLAUSE** ..... 33

    Section 26.1 Savings Clause ..... 33

**ARTICLE XXVII - DURATION** ..... 34

    Section 27.1 Duration ..... 34

**ARTICLE XXIII - EXECUTION/SIGNATURES** ..... 34

**APPENDIX A - PAY SCHEDULE** ..... 35

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

**AGREEMENT BETWEEN  
CITY OF CENTRAL POINT, OREGON  
AND  
TEAMSTERS LOCAL UNION NO. 223**

**PREAMBLE**

This Agreement between the City of Central Point, Oregon, hereinafter called the "City," and Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "Union," is made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the 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 Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of establishing hours, wages and conditions of employment which constitute "employment relations" as defined by Oregon Law. For the purpose of this Agreement, an "employee" shall be any employee employed in a position in the bargaining unit established by the Oregon Employment Relations Board and referenced in appendix A of this Agreement.

1.2 Exclusions. Managerial, Supervisory, Confidential, FLSA exempt, and Temporary and Part-Time Without Benefits employees shall specifically be excluded from the bargaining unit. For the purpose of this Agreement, a temporary employee shall be defined as an employee hired for a work assignment lasting 180 calendar days or less in any 12 month period or for a work assignment for which the specific purpose is to fill a temporary vacancy created by a regular bargaining unit employee who is on approved leave as provided for in this Agreement. A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 120 hours in a calendar month, regardless of the duration of the assignment.

1.3 New Classification. If a new classification is added to the bargaining unit, the Union shall be provided with the written job description thereof and the City's proposed rate of pay. That rate shall become permanent unless the Union files a written notice of its desire to negotiate the permanent rate within 10 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Union, the parties shall begin negotiations within 15 calendar days. The new classification/position shall, by reference, be incorporated into this Agreement.

## **ARTICLE II - MANAGEMENT RIGHTS**

2.1 **Management Rights.** The City retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in the Agreement; and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision-making with regard thereto any subjects covered by the Terms of this Agreement and closed to further bargaining for the terms hereof, and any subject matter which was or might have been raised in the course of collective bargaining. The exercise of the management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- a. To direct and supervise all operations, functions and policies of the Department and the operations, functions and policies of the remainder of the City as they may affect employees in the bargaining unit.
- b. To close or liquidate an office, branch, department, operation or facilities, or combine facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, departments, operations, or facilities for budgetary or other reasons.
- c. To determine the need for and method of a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- d. To establish, revise and implement standards for hiring, classification, promotion, quality of work, evaluation, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, existing or future, oral or written.
- e. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- f. To assign and distribute work.
- g. To assign shifts, workdays, hours of work, overtime and work locations.
- h. To designate and to assign all work duties.
- i. To introduce new and revise existing duties within the unit.

- j. To determine the need for, and the qualifications of, new employees, transfers and promotions.
- k. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the City.

### **ARTICLE III - MAINTENANCE OF STANDARDS**

3.1 Maintenance of Standards. All rights, privileges and working conditions enjoyed by members at the time of this Agreement have been codified and included in this Agreement. Any such privileges or working conditions not codified in this Agreement but which constitute employment relations as defined in ORS 243.650 (7), shall remain unchanged and unaffected during the term of this Agreement except that such conditions and/or privileges may be changed with advance notice to the Union.

### **ARTICLE IV - UNION SECURITY**

4.1 Checkoff. 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 dues for membership in the Union. Such 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 and initiation fees from the first pay check of said employee each month. The amounts deducted shall be transmitted within 10 days to the Union.

4.2 Hold Harmless. The Union agrees to indemnify and hold harmless the City and its agents for any loss or damage arising from the deductions in 4.1. No claims shall be filed by employees or the Union for such deductions made or not made.

4.3 New Hires. The City agrees to provide the Union written notification of new bargaining unit members within one calendar month of their date of employment. Such written notice shall be sent to the official Union address that has been provided to the City's Human Resources Director. Such written notice shall contain the employee's name, job title, date of hire, and the mailing address provided by the employee.

4.4 Bulletin Board. The City agrees to allow suitable wall space at a mutually agreed upon place in City Hall and Public Works Shops Building not to exceed 2'X 3' each, for a bulletin board, to be used by the Union for the posting of notices and bulletins relating to the Union. The Union shall limit its posting of Union notices. Such notices shall bear the signature of the authorizing Union official. The bulletin board 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
- e. Rulings or policies of the Union
- f. Non-derogatory communications from the Union to the bargaining unit

Any notices posted outside these guidelines may be ordered removed by the City.

4.5 Right of Access. Upon request, a Union representative (Teamsters Business Agent) may be granted access to non-working areas to meet with off-duty members of the bargaining unit.

4.6 City Facilities. The Union will be accorded the use of City facilities for bargaining unit meetings in accordance with City policy for other special interest groups.

#### **ARTICLE V - UNION BUSINESS**

5.1 Union Business. If the City requests a grievant's representative to meet on a pending grievance while the grievant's representative is on duty, the grievant's representative shall not suffer a reduction in regular compensation thereby, nor be entitled to overtime to compensate for time spent in such meeting. In addition, the City agrees to allow a Union steward time off without pay for the purpose of handling, investigating and processing grievances. A maximum of two hours per month will be allowed. The City's approval will be obtained before taking time off, but that approval will not be unreasonably withheld.

5.2 Union Representatives. The Union shall at all times keep the City informed, in writing, of the names of its current local officers, stewards, and negotiators. Such written notice shall be provided to the City and updated as necessary.

5.3 Collective Bargaining. Collective bargaining between the City and the Union shall be scheduled at mutually agreed upon times generally during normal business hours (M-F 8-5), provided that such times do not unnecessarily interfere with professional duties. Upon advance request, the City will grant time off without loss of pay for not more than three employees to engage in collective bargaining. It is agreed that time spent by Union members in actual bargaining shall not result in a loss of pay, nor shall Union bargaining team members receive any overtime or additional compensation directly from the City if the bargaining meetings are conducted outside of the Union member's regularly scheduled work hours.

#### **ARTICLE VI - NON-DISCRIMINATION**

6.1 Gender. All references to employees and position titles in this Agreement designate both sexes, and, while every attempt has been made to include generic pronouns or both genders, whenever the male or female gender is used, it shall be construed to include both male and female employees.

6.2 Application of Agreement. The provisions of the Agreement shall be applied to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, religion, or other protected class, or union affiliation or political affiliation.

**ARTICLE VII - PERSONNEL FILE**

7.1 Maintenance of Personnel Files. The City agrees to separately maintain personnel and confidential/medical files and records in accordance with state and federal laws. The City agrees to maintain confidential medical information in accordance with the Americans With Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA) and agrees to maintain any other confidential information as required by any other statute requiring maintenance of confidential information.

7.2 Disclosure of Information. Excluding internal personnel administration, material in an employee's personnel file shall only be disclosed as allowed or required by state and federal law or as authorized by the employee.

7.3 Viewing of Files. Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of employment with the City.

7.4 Representation. A representative chosen by the employee may, upon the employee's written authorization, review an employee's personnel file and/or accompany the employee in this review.

7.5 Employee Signature and Response. Each employee shall have the opportunity to read any written material of a derogatory nature that is placed in his/her personnel file. Disciplinary notices, performance appraisals, or other similar material that, once included in the employee's personnel file, is likely to have an adverse effect on an employee's reputation or employment status shall be acknowledged, signed and dated by the employee within 14 calendar days of the employee receiving the document. All materials addressed in this Section and requiring the employee's signature shall bear a statement stating, in effect, that signing acknowledges receipt of the document but does not necessarily indicate agreement. For 30 calendar days after the employee has signed acknowledging receipt of the document(s), the employee reserves the right to include in the file a written response to such material, and this response shall be attached to the material in question and become a part of the employee's file. If an employee refuses to acknowledge the document by signing as instructed, the City shall make a note on the document to the effect that the employee refused to sign and place the document in the personnel file. By refusing to acknowledge receipt of the document, the employee shall waive any right to provide a written response or request the document be removed in the future pursuant to 7.6.

7.6 Adding and Removing Documents. Except as otherwise waived in 7.5, an employee shall have the right to include in their personnel file any material or information considered relevant to that employee's employment with the City.

Employees may request that written reprimands over two years old be removed from their file. Such requests must be made in writing to the City Manager or his/her designee, and shall include the specific



document(s) the employee is requesting be removed, and the reason(s) why the employee believes the document(s) should be removed. The City Manager shall investigate and respond to such requests. Written reprimands shall not be removed from the employee's personnel file, if less than two full years has not passed since the acknowledgement date on the document, other disciplinary action displaying an ongoing pattern of behavior has been imposed during that period, or the reprimand is for an act of workplace violence, harassment, or discrimination. Any documents removed pursuant to this section shall be retained in a separate file, if necessary, to comply with records retention requirements under ORS 166-200-0090.

### **ARTICLE VIII – PROBATION**

8.1 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of 12 months of employment. The Union recognizes the right of the City to terminate probationary employees for any reason.

8.2 Promotional Probationary Period. Employees promoted to a higher classification shall serve a promotional probationary period of six continuous months. The Union recognizes the right of the City to demote an employee on promotional probationary status to his/her previous position. The employee will be allowed to voluntarily return to their previous position during the first three months of the promotional probationary period. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure and such demotion shall not be considered a disciplinary action. An employee demoted during a promotional probationary period shall be placed on the pay scale at the classification and step the employee was at prior to the promotion, except that any length of service increases the employee would have received had they not been promoted shall be granted to the employee on return to their previous position.

### **ARTICLE IX – SENIORITY**

9.1 Definition. Only regular, non-probationary employees shall have seniority. Seniority shall be counted from the day of hire, but granted only after completion of the probationary period of 12 months and shall thereafter be established as follows: the employee's length of continuous service in the job classification shall be referred to as "job classification seniority" and continuous service from the last date of hire within the bargaining unit shall be referred to as "bargaining unit seniority." All seniority shall be terminated if the employee:

- a. Quits
- b. Is discharged
- c. Is laid off and fails to respond to written notice as provided in Article 10, Section 8
- d. Is laid off for a period of time greater than 18 months or a period of time equal to his/her bargaining unit seniority, whichever is shorter
- e. Fails to report to work at the termination of a leave of absence
- f. While on leave of absence accepts employment without permission

- g. Retires
- h. Accepts a position outside the bargaining unit, other than during a promotional probationary period as outlined in Section 8.2.

9.2 Seniority List. The City will provide to the Union an updated bargaining unit seniority list each July.

9.3 Application of Seniority. Seniority shall apply in layoff and recall and vacation and other requests for time off.

9.3.1 Layoff and Recall. If employees in the same position are being considered for layoff or recall, seniority within the job classification and bargaining unit shall govern in accordance with Article 10.4 and 10.8.

9.3.2 Vacation and Time Off Bidding. Employees with the most bargaining unit seniority shall have first choice in vacation requests. In the event two employees have the same bargaining unit seniority, a coin flip or other mutually agreed upon method of selecting order shall be used. Seniority shall only be used to determine the order for requesting vacation and shall not supersede department rules regarding requesting vacation or time off. See Article 15.2 Vacation Selection.

Employees returning to the bargaining unit following recall from layoff shall have vacation selection determined on the basis of total bargaining unit seniority.

All vacation and time off requests must be approved in advance.

#### **ARTICLE X – LAYOFF AND RECALL**

10.1 Layoff. A layoff shall be defined as a reduction in force when a position(s) is eliminated or staffing is reduced and the affected employee(s) cannot be reassigned to a vacant position in the same pay level and same full time equivalency (FTE).

10.2 Notice. Employees who are identified for layoff shall receive 30 calendar days advance written notice or pay in lieu thereof.

10.3 Eligibility for Layoff Status. Only regular employees who have completed their probationary period and have received a layoff notice shall be eligible for layoff status. Probationary employees shall not be eligible for layoff and recall. Layoff and recall status shall be limited to a maximum of 18 months for recall to one's previous position and 12 months for recall to a vacancy in a position other than the employee's previous position. In no case shall layoff and recall status be longer than the employee's bargaining unit seniority time.

10.4 Layoff Procedure. Seniority shall govern in the matters of layoff as follows.

- a. Written notice as set forth in 10.2 will be given to the least senior employee(s) in the position(s) identified for layoff. The notified employee(s) will also be provided with information about which positions are potentially eligible for bumping based on seniority and classification level.
- b. The notified employee(s) will have 10 calendar days to notify the City, in writing, of their decision to not invoke bumping rights, or to invoke bumping rights and identify which position s/he chooses to bump. If the City determines that the employee is not qualified to bump into the position, the employee may choose a different eligible position, if available, or elect to not bump.
- c. If the notified employee elects to not invoke his/her bumping rights, or is unable to bump due to lack of qualifications or lack of eligible positions, the employee shall be entitled to receive one additional month of pay, will be eligible for reimbursement of one month of COBRA health insurance premiums paid by the City, and shall be placed on layoff status.

10.5 Bumping Procedure. An employee who invokes bumping rights shall be required to bump the least senior employee of a pay grade equal to or lower than the bumping employee for which the bumping employee is qualified. Bumping rights shall be limited to bumping only the least senior employee in a given pay grade and shall not include the ability to select from other positions for any reason, including pay, preference, or qualifications. An employee who has bumped into another position shall retain recall rights to their former position in accordance with 10.8.

10.6 Qualifications, Knowledge, Skills and Abilities. Qualifications, knowledge, skills and abilities shall include, but are not limited to, an employee's ability to perform the duties of the job, as described in the current position description, to the City's standards and satisfaction, without further training or trial period beyond 30 calendar days.

- a. Training or a trial period does not include minimal orientation on a job. Experience in a job, job duties obtained through temporary assignment, or performance of a job through previous employment shall not, of itself, indicate that the employee has the qualifications, skills and ability to perform the work.
- b. The City shall be the sole judge of an employee's qualifications to perform the required work except that any determination shall not be arbitrary or discriminatory.

10.7. Change in Pay. An employee who bumps into a position in the same pay grade will remain at the same step and pay level. Employees bumping into lower pay level positions will be placed on the pay scale of the lower grade and their pay will be adjusted to the amount of the step in the new grade closest to, but not more than, their previous pay and the change shall be effective the first day of the first full pay period following the job change. An employee who had not attained step F in their former position shall not be eligible for step F in the new position until such time as the employee would have

been eligible in the prior position.

10.8 Recall from Layoff. Employee(s) on layoff status pursuant to this Agreement shall have recall rights to a vacancy in their former position for up to 18 months. Notice of recall shall be made by certified mail sent to the last mailing address provided to the City by the employee. The following restrictions and conditions shall apply to recall:

If the laid off employee's former position becomes vacant while the employee is on layoff status, a recall notice will be sent to the laid off employee. In the event more than one employee has been laid off from the same position, recall shall be in order of seniority, with the employee with the most bargaining unit seniority receiving the first recall notice. For the purpose of this section, an employee who has bumped into another position shall be considered to have recall rights to their former position.

- a. An employee may be required to demonstrate that they still possess the qualifications, knowledge, skill and ability required for the position prior to reinstatement to their former position if more than 6 months has passed since they were laid off.
- b. If an employee rejects recall to their former position or fails to report to work within 14 calendar days of such notice, the employee will forfeit all seniority, layoff status, and further recall rights.

For 12 months from the date of layoff, employees who are on layoff status and not working for the City in another capacity shall be notified of any bargaining unit vacancy that arises in a position in a grade equal to or lower than their previous position. The laid off employee will be given priority consideration for the position with the following conditions and restrictions:

- a. A notified employee on layoff status wishing to be considered for such vacancy must notify the City, in writing, within 10 calendar days of being notified of such vacancy.
- b. The employee must be able to demonstrate that they possess the necessary qualifications, knowledge, skills and abilities to satisfactorily perform the work, as determined by the City.
- c. Preference for consideration will be given in order of bargaining unit seniority at the time of layoff.

#### **ARTICLE XI - HOURS OF WORK AND OVERTIME**

11.1 Work Week. The basic work week shall be from 12:01 A.M. Sunday through midnight Saturday and shall consist of 40 hours during the seven day period. The regular work week shall consist of eight consecutive hours for five consecutive days or 10 consecutive hours for four consecutive days or any configuration that falls within the defined basic work week that is mutually agreed to by the affected employee and the department director.

Time spent outside of scheduled work hours checking and/or responding to emails, text messages or phone messages shall not be considered compensable work time unless the employee is specifically directed by a supervisor to perform such duties outside of scheduled work hours or where otherwise addressed in the Agreement.

11.2 Workday. The workday shall consist of an 8-hour day or a 10-hour day within a 24 hour period, including rest breaks but exclusive of the meal period. Employees shall not be scheduled to work with less than 8 hours between shifts unless an emergency exists which includes storm events. Each employee shall be scheduled to work a regular schedule. Except in the case of emergencies which include storm events, employees shall be given at least four calendar days' notice of any changes to his/her work schedule. Workday modifications can be made upon mutual agreement.

11.3 Overtime. Required overtime shall be paid at 1½ times the regular hourly rate for all hours worked (including legal holiday and compensatory time use) in excess of 40 hours during the basic work week or in excess of a regular scheduled shift (i.e., more than 8 or 10 hours). An employee scheduled in advance to work overtime which is not annexed to his/her regular work shift shall receive a minimum of thirty minutes compensation at the overtime rate. Overtime must be approved in advance. In no case shall the employee be compensated for the same hours more than once, including but not limited to 11.8 Callback and 11.10 On-Call.

11.4 Flex Time. With advance notice, of at least the week prior to the flexed time, and approval from the supervisor, a full-time employee may request to flex their regular work schedule on an occasional basis. Time off for personal business may be granted, provided the employee works an equal number of hours during the same workweek to make up for the time off.

- a. Flex time shall normally not exceed 5 hours per week.
- b. All flex time hours shall be made up within the same workweek as the time off taken.
- c. Hours worked by an employee because they have exercised flex time as set forth in this Section shall not be counted as hours worked for the purpose of computing overtime work and no overtime or comp time shall accrue for "make up" hours worked in excess of a regular scheduled shift as set forth in 11.3.
- d. The time off and make up time must be taken and worked by the employee as scheduled and approved by the supervisor. If an employee has already worked the extra time in anticipation of taking approved time off that is later denied by the supervisor, the employee shall be compensated for any overtime hours actually worked in excess of 40 hours in the workweek in accordance with Section 11.3.
- e. Failure of an employee to make up time as agreed shall result in a loss of pay for the hours not worked, except that the employee may be allowed to substitute accrued paid vacation or comp

time in lieu of a loss of pay.

- f. Abuse of flex time may result in denial of future requests.
- g. Flex time requests shall be initiated only by the employee and nothing in this Section shall be used to circumvent the City's obligation to pay overtime in accordance with Section 11.3.

11.5 Compensatory Time. An employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any approved overtime worked. Comp-time shall accrue at a rate of 1½ the overtime hours actually worked with accrual balances reflecting the number of hours available to the employee. Accrued comp-time shall be paid at the regular rate of pay. Compensatory time may be accumulated to a maximum of 80 hours. Any overtime hours worked beyond the 80 hour limit shall be paid at the employee's overtime rate. At the end of the fiscal year, comp-time balances may be paid off, at the City's option, at the employee's straight-time hourly rate. If an employee changes to a higher job classification, the City may, at its option, pay off any comp-time balance at the employee's pay rate prior to changing positions. Comp-time shall be taken off at times mutually agreed upon, subject to the operating needs of the department, and the time off request must be made a minimum of one full business day prior to the time off.

11.6 Rest Periods. A paid rest period of 15 minutes shall be permitted for all employees during each half shift (one break for each four hour segment), in accordance with established City standards, the operating requirements of each employee's duties, and needs of the City. No employee shall be denied the opportunity to take one rest break during each half shift.

11.7 Meal Periods. Employees shall be granted an unpaid meal period of at least 30 minutes, but not more than one hour, during each work shift of more than six consecutive hours. Meal periods shall be regularly and consistently scheduled from day to day and scheduled in the middle of the employee's work shift, or as near thereto as possible. The specific time and duration of the meal period shall be at the discretion of the supervisor, consistent with the operational needs of the City, but with consideration given to employee preference. Employee-requested changes to the duration of meal periods shall not cause the city to incur overtime costs (i.e., if an employee normally has a 60 minute lunch but requests to take a 30 minute lunch, they would adjust their workday by 30 minutes rather than incurring 30 minutes of overtime).

11.8 Call Back. If an employee is unexpectedly called back to work more than one hour after the end or more than one hour before the beginning of a day's work shift, the employee shall receive a minimum of 2 hours of pay at the overtime rate. This section does not apply to scheduled overtime or time annexed to the beginning or end of the work shift.

If an employee is called during non-work hours to provide assistance or information that can be handled without physically responding (i.e., can be handled over the phone or via remote computer access), the employee shall be compensated at the overtime rate for the actual time spent responding, but shall

receive a minimum of 30 minutes of pay at the overtime rate, provided the call is for legitimate business purposes.

11.9 Safety Release & Safety Release Pay. **Safety Release** provides the employee with eight hours off work before being required to return to work if the employee has worked 16 or more hours without at least eight hours off. Prior to working 16 or more hours without an eight hour break before the next regularly scheduled shift, the employee shall make the supervisor aware that the employee believes his/her current work assignment may result in the employee becoming eligible for Safety Release. **Safety Release Pay** compensates the employee for hours the employee is normally scheduled to work until eight hours of Safety Release has been satisfied. Safety Release Pay is not paid if the employee does not complete their scheduled shift in which they use more than 2.5 hours of accrued leave at the end of their shift. Safety Release Pay is not paid at the end of the employee's last scheduled shift of their workweek if using more than 2.5 hours of accrued leave at the end of the shift.

Once an employee has returned to work after Safety Release, the clock begins again for counting hours. Safety Release Pay does not count as "hours worked" for calculating overtime.

11.10 On-Call Status. Public Works employees in the Water Division who meet the established criteria posted by the Public Works Director shall be required to select, by descending City seniority, one week of on-call duty for the upcoming year. After each employee has selected one week, the process will be repeated until an on-call employee is scheduled for each week. Each employee on the on-call rotation schedule shall be designated as on on-call status for a period of one week beginning at 8:00 a.m. on Tuesday. The on-call employee shall only be eligible for on-call compensation for times other than during the regular workday. Employees on-call shall be required to carry a City-issued communications device, remain fit for duty, and be able to report for work within 45 minutes.

11.10.1 Pay for on-call. Such on-call time shall be compensated as follows:

- a. \$300 for one full week that does not include any holidays. Daily rates of compensation shall be \$75 for each Saturday and Sunday and \$30 for each day Monday through Friday.
- b. An additional \$120 of pay for any scheduled holiday listed in Section 16.1 and observed during the regular work week except (k), day before Christmas day, December 24, and (l) floating holidays.

11.10.2 Comp-time in lieu of pay. An employee may elect to receive comp-time in lieu of on-call pay.

- a. 18 hours of comp-time shall be added to the employee's comp-time balance for each full week that does not include any holidays. Daily rates of comp-time compensation shall be 4.5 hours for each Saturday and Sunday and 1.8 hours for each weekday.

- b. An additional 6 hours of comp-time shall be added to the employee's comp-time balance for any scheduled holiday listed in Section 16.1 and observed during the regular work week, except (i) day after Thanksgiving Day, (k) Christmas Eve, December 24, and (l) floating holidays.

The employee may elect to take part of the compensation in pay and part as comp-time.

**11.10.3 Substitutions.** An employee scheduled for on-call duty may, upon approval of his/her supervisor, have another qualified employee serve the on-call duty in his/her place. The scheduled employee and his/her substitute shall be compensated at the daily rates(s) specified above for the actual dates of on-call service. The City may deny a request based on business necessity and, unless arbitrary or capricious, such denial shall not be subject to the grievance procedure.

Employees who are required to respond to a call out during their on-call rotation shall be compensated in accordance with Article 11.1, 11.3, and 11.4, Hours of Work and Overtime in addition to the on-call pay in 11.10.1 and 11.10.2, except that 15 minutes of response time shall be added to the total time worked as defined below if hours worked are greater than two hours. Actual time worked shall be counted from the time of arrival at the corporation yard and end when the job is completed, including filing necessary paperwork and locking up the facilities. Employees responding to calls shall work in the most expedient manner possible to minimize the total call out time while maintaining an acceptable level of service. The on-call employee will be required to take a city-owned electronic device (such as a laptop or iPad) equipped to respond to SCADA alarms. In the event of a SCADA alarm, the on-call employee will first respond to the alarm using the electronic device (as opposed to responding to the city facilities). If the alarm does not require a response to city facilities, the employee will be compensated for the time spent responding to the alarm electronically, except the minimum compensation time shall be 30 minutes. Personal use of the city-owned electronic device(s) shall be strictly prohibited.

All Public Works employees who are eligible for on-call rotation status shall receive, sign, and agree to abide by on-call restrictions and expectations. Employees failing to adhere to restrictions and expectations shall be subject to disciplinary action and may be removed from or suspended from the on-call rotation for a period of time to be determined by the circumstances of the violation. An employee on restricted/light duty shall not be eligible for on-call rotation until such time as the employee has submitted a full release with no restrictions.

**11.11 Special Events.** Parks/Public Works Operations staff (see 11.12 Residency) who are not eligible to be On-Call under paragraph 11.10 On-Call Status shall be given the opportunity to sign up for Special Events, based on descending City seniority, prior to those eligible to be on-call.

**11.12 Residency Requirement.** An employee for Parks/Public Works Operations (Utility Laborer, Utility Worker, Senior Utility Worker, Parks Maintenance Worker, Customer Service Technician, Foreman,



Equipment Maintenance Technician, Arborist, and Utility Maintenance Lead) within 180 days of his/her date of hire shall establish residence no more than a 45 minute response time from the City Service Center. Employees hired prior to November 1, 2019 are deemed to be in compliance of this requirement; thereafter, any employee establishing a new residence must be within 45-minute response time under usual driving conditions.

## **ARTICLE XII – COMPENSATION**

12.1 Pay Schedule. Appendix A, attached hereto, and by this reference incorporated into and made part of this Agreement.

12.2 Pay Periods. Employees shall be paid on the regularly established pay dates each month. Pay day shall be the last working day prior to the established pay date when those days fall on a weekend or holiday. Any change to currently established pay dates shall require one year's written notice to the union and subsequent notification to bargaining unit members.

Additional pay such as vacation sellback will be included in the regular paycheck.

12.3 Steps. The letters A, B, C, D, E, F, G denote the steps in the pay range. The entrance step shall be A, except by special approval of the City. Advancement to the next Step shall be made upon successful completion of the 12-month probationary period. Thereafter, eligibility for advancement to steps B through G shall require one full year of service in the lower step of the range. All step increases shall be made on the basis of a recommendation and written authorization of the Department Head.

12.3.1 Step H. Effective July 1, 2022, the pay scale in Appendix A will be revised to add a Step H. The amount designated for Step H shall be 5% more than Step G. Employees who have been at Step G for at least one year shall move to Step H on July 1, 2022 upon written recommendation and authorization from the Department Head. Thereafter, eligibility for advancement to Step H shall require the completion of one year of service at Step G and written recommendation and authorization from the Department Head.

Effective July 1, 2022, employees at Step A will be moved to Step B and will be eligible for the next step increase on July 1, 2023 per 12.3 Steps. Effective July 1, 2022, Step A will be removed from the grade. The Steps will be renamed, so the salary schedule will shift from Step B through Step H to Step A through Step G, e.g. Step B will become Step A, Step C will become Step B, etc. Employees will remain at the step reflective of their wage, but the step itself will be "renamed." There will be no loss of pay to any employee due to the change in step names. This is salary neutral except from those employees that were at Step A on July 1, 2022.

An employee shall not be eligible for Step G pay as a result of a change in job classification in 12.4, however if the job change results in a move to Step F in the new classification, the employee will be eligible for Step G, upon recommendation of the Department Head, after one year in the new classification.

12.4 Changes in Position and/or Grade. When an employee's job classification changes, resulting in a move to a higher or lower grade, changes in pay shall be as follows:

12.4.1 Change to a Higher Grade. When an employee moves to a job classification in a higher grade, the employee shall be placed in the new grade at the step closest to, but not less than the employee's previous step amount. If this results in a move that is less than 3% more than the employee's previous step amount, the employee shall be moved one additional step. The employee's movement on the pay schedule steps shall be adjusted to reflect the date of any such change (for example, if an employee had been at Step C of Grade 4 then changed to Step B of Grade 5, they would move to Step C of Grade 5 twelve months later).

12.4.2 Change to a Lower Grade.

a. Change due to employer-driven reasons: When an employee's job classification changes to a lower grade due to an employer-driven reason such as reorganization or restructuring of the position, the employee shall be placed in the new grade at the step closest to, but not more than, the employee's previous step's amount, and "frozen" at their current pay amount until such time as the pay scale "catches up to" the "frozen" pay rate. The City may conduct a salary study for any position which has had its pay frozen for two years, after which the employee's pay rate shall be adjusted to the rate reflected in the salary study.

b. Change due to employee-driven or -related reason: When an employee's job classification changes to a lower grade due to an employee-driven or employee-related reason such as a disciplinary demotion or restructuring of a job in conjunction with performance management efforts, a job transfer based on performance or discipline or at the request of the employee, or demotion from a promotion during the promotional probationary period, the employee shall be placed in the new grade at the step closest to, but not more than, the employee's previous step's amount and the pay shall be adjusted to the lower rate on the first day of the first full pay period following the demotion.

An employee who has not been granted Step F shall not be eligible for Step F as a result of a change in job classification until such time as the employee has served at least one full year at Step E of the new range, except by special approval.

12.5 Acting in Capacity or Interim Status Pay. When, at the express directive of the Department Head or his/her authorized designee, an employee serves in the capacity of an employee in a higher classification on a short-term basis, the employee shall be deemed as "Acting in Capacity" and paid as follows:

12.5.1 Acting in Capacity. When a bargaining unit employee fully takes on the duties of another higher level bargaining unit employee, in place of their own job duties, for a period of one full day or more, that employee shall be compensated for any full day(s) fully served in the interim position at the pay grade of the interim position, placed at the lowest step in that grade that is not less than 5% more than the employee's current grade and step.

12.5.2 Interim Non-Bargaining Unit Position. When a bargaining unit employee takes on significant additional duties in the absence of the Department Head or other management position for a period of more than one full day, that employee shall be compensated with a 10% percent pay increase for the day(s) they performed the additional duties.

12.5.3 Temporary Assignment Lead (TAL). When an employee is assigned by a department head, or designee to coordinate, direct, and monitor the work of four or more employees (full-time, part-time, seasonal, or temporary) for a week or more, the employee shall receive 5% above his/her current wage for the duration of the assignment. The Temporary Assignment Lead is responsible for directing, coordinating, monitoring and checking the work of the employees over whom the TAL is assigned. The TAL is also responsible for providing the majority of training and providing feedback to the supervisor regarding employee performance. The TAL is also responsible for the quality and quantity of work performed by the assigned employees. The TAL is not responsible and has no authority to approve leave, discipline, hire, terminate or perform formal evaluations of employees. The persons assigned as the Temporary Assignment Lead shall perform in such capacity in addition to the other duties of their normal assignment.

12.5.4 Street Sweeper. When an employee is assigned by the Operations Manager, Public Works Supervisor or designee to be the operator of the Street Sweeper for a minimum of two weeks, the employee shall receive 3% above his/her current wage for the duration of the assignment.

12.5.5 Exceptions and Limitations. This Section shall not apply to employees who merely absorb incidental duties of another employee. The City reserves the right to make interim and acting in capacity assignments in accordance with Article 2, Management Rights. Interim and acting in capacity assignment decisions shall not be subject to the grievance procedure.

12.6 Certification and Licensing Fees. The City will pay for job-related employee certification and licensing fees that are required for the position after the date of hire, except when attainment of such certifications or licenses was specified as a condition of employment in the job description at hire. The City will pay for recertification and license renewal fees for required, job-related certifications and licenses. The City may, at its option, pay certification and/or licensing fees, and recertification and/or license renewal fees that are job-related but are not required for the position, with prior written approval of the Department Head.

The City will pay travel expenses associated with approved certification and licensing, or recertification or license renewal, including required continuing education units (CEU), testing, etc. However, all such expenses must be approved, in advance, and may be limited to the most cost effective and prudent option. For example, if CEUs are available via on-line delivery, a request to travel to out of town training may be denied, or if training is offered locally at a later date, out of town training on a more convenient date may be denied.

Fees and travel expenses shall normally be paid by the City only once. If the City pays fees or travel

expenses for an employee pursuant to this section and the employee fails to attend the training for reasons other than reasons beyond the employee's control, or fails to successfully complete the course or pass an exam, the City may deny a request to pay such fees or expenses for the employee to re-take a course or exam.

For employees who work in a position for which a commercial driver's license (CDL) is required or preferred, the City shall reimburse the difference between the cost of obtaining/maintaining a class A or B CDL and a class C driver's license. The city shall pay the cost of required medical and/or drug tests required to obtain/maintain the CDL, except such costs shall be limited to not more than one medical exam and one drug test per year. This limit applies to medical certification/testing for CDL application or renewal. The cost of drug testing as part of the City's DOT random drug testing program will be paid by the City and is not limited by this section.

12.7 Certification Pay. Bargaining unit employees shall be eligible for additional compensation, as set forth in this Section, for possession of certain job-related certifications or licenses beyond that which have been established as required for the position and/or have been taken into consideration in determining the pay level of the position. Eligibility for certification pay shall be dependent upon maintaining the certification. In the event a certification expires the employee shall forfeit the certification pay until proof of re-certification is provided.

It is the employee's responsibility to provide appropriate documentation of certification and recertification to Human Resources. Such documentation shall indicate the name of the certification, the granting authority, the date awarded and the expiration date. Certification pay shall commence on the first day of the first full pay period following receipt of documentation by Human Resources, regardless of the date the certification was awarded. In the event a certification expires the employee shall forfeit the certification pay until such certification or renewal is provided. If proof of re-certification is provided following a lapse in time, the incentive shall resume on the first day of the next full pay period after receipt of re-certification proof is received in Human Resources.

12.7.1 Qualifying Certifications. In order for a certification to qualify under this section, it must:

- a. Be awarded by a third-party, standard-setting organization (as opposed to an educational or training program),
- b. Result from an assessment process,
- c. Signify competency/mastery of a set of standards, usually by application or exam (standards are set through a defensible, industry-wide process such as job analysis/role delineation that results in an outline of required knowledge and skills),
- d. Have on-going requirements in order to maintain certification (holder must demonstrate s/he continues to meet requirements and documentation must specify the certification period and

expiration date), and

- e. Provide a meaningful cost savings benefit to the City resulting from the ability to provide additional or improved services in-house that would otherwise have to be contracted out.

Commercial Bldg Inspector	\$200	Flood Plain Manager	\$100
Plumbing Inspector	\$100	ISA Arborist	\$100
Electrical Inspector	\$100	Municipal Arborist	\$150
Water Distribution Level 1	\$ 45	Public Pesticide Applicator License	\$ 75
Water Distribution Level 2	\$ 75	ODOT General Inspector	\$ 75
Water Distribution Level 3	\$125	Cross Connection Specialist	\$ 45
Water Distribution Level 4	\$175	Playground Safety Inspector	\$ 75

12.8 Certificate Compensation. Upon completion of certain job-related certificates that do not meet the criteria of certifications under 12.7, but are determined to be of value to the city, a one-time payment shall be made to the employee in the form of additional compensation. Notwithstanding, employees who are currently receiving the additional monthly certificate pay shall continue to receive said pay at the same amount monthly and not be eligible for the one-time payment for an existing certificate or additional level of the existing certificate.

ODOT Road Scholar (per level)	one-time payment of \$250 upon receipt of certificate
Microsoft Office User Specialist	one-time payment of \$100 upon receipt of certificate

12.9 Other Certifications and Certificates. Only the certifications and Certificates listed in this Section shall qualify for additional pay. If an employee believes that a certification or certificate not included in this Section should qualify for additional pay, the employee shall submit a properly completed “Request for Consideration of Certification Pay” form to Human Resources. The decision to allow or disallow the certification or certificate and the amount of incentive pay, if any, assigned shall be final unless the Union files a written notice of its desire to negotiate the decision and/or rate within 10 calendar days from the date the employee receives notification of the decision. If a request for negotiations is filed by the Union, the parties shall begin negotiations within 15 calendar days. The results shall, by reference, be incorporated into this Agreement.

12.10 Certification and Certificate Pay Limitations. Certification or certificate pay shall not pyramid for possession of different levels or titles of the same or similar types of certifications (for example, if an employee has Water Distribution certifications in levels 1 and 2, they will only receive the certification pay for level 2; if an employee has both ISA and municipal arborist certification, they will only receive certification pay for the municipal arborist).

12.11 Bilingual/Sign Language Pay. Employees who are determined to be fluent in Spanish or competent in sign language, as certified by an instructor approved by the City, shall receive an additional \$150 per month added to the base pay. Bilingual/Sign Language pay shall commence on the first day of

the pay period following receipt of the competency certification in the Human Resources Department.

12.12 Educational Incentive. Bargaining unit employees shall receive additional compensation added to the base pay as set forth below for possession of college degree/certificate(s) in excess of the level which has been established as the minimum requirement for their position. The degree/certificate must be earned from a regionally accredited educational institution and an unopened official transcript verifying the degree/certificate must be provided, at the employee’s expense, to HR. Degree pay shall commence on the first day of the first full pay period following receipt of the official transcript in Human Resources, regardless of when the degree is conferred. Only one degree/certificate at any one level shall be compensated, regardless of the number of degrees/certificates an employ may actually have (i.e., possession of both a bachelor of arts in geography and a bachelor of science in math shall be considered having a degree at the bachelor’s degree level), and degrees/certificates shall not pyramid (i.e., an employee with both an Associate’s degree and a Bachelor’s degree, shall only be compensated for the Bachelor’s degree).

1-year certificate	\$ 50.00 per month	Bachelor’s degree	\$200.00 per month
Associate’s degree	\$100.00 per month	Master’s degree	\$300.00 per month

If the city has reimbursed an employee under city policy or a collective bargaining agreement for tuition expenses for coursework used to obtain a college degree/certificate, commencement of any education incentive pay under this Section shall be delayed until such time as the aggregate monthly incentive amount forfeited equals at least 75% of the amount of tuition reimbursement the employee received in the previous 12 months.

12.13 Maximum Additional Pay. The maximum additional compensation any individual employee shall be eligible to receive in the form of any combination of incentive, including education, bilingual incentive and certification pay shall be \$400 per month.

12.14 PERS Contribution. The City will continue to participate in the Oregon Public Employees Retirement System (PERS) or its successor as determined by the State of Oregon for the life of this Agreement. The employee’s 6% contribution shall be paid by the City. If the employee’s contribution increases during the life of this Agreement, the parties agree to reopen this Section of the Agreement and bargain the change.

12.15 Deferred Compensation. Employees shall be allowed to participate, through payroll deductions, in the deferred compensation program offered through the City.

**ARTICLE XIII – CLOTHING**

13.1 Clothing. All employees are required to dress appropriately for the work assignment. The City may set dress standards and expectations, provided such standards and expectations are work-related and not discriminatory. Each employee is responsible for providing and maintaining their own clothing, except as set forth in the Agreement.

13.2 Safety Clothing. Employees who work in positions that subject them to hazardous outdoor working conditions (parks and public works maintenance crews) shall be provided shirts and jackets that meet traffic safety specifications. Employees will be responsible for cleaning items that can be laundered using a household washer and dryer.

13.3 Clothing Allowance. Employees who work in positions that subject them to excessive dirt or conditions likely to cause excess damage to pants (parks and public works maintenance crews) shall receive an annual clothing allowance to offset the cost of replacing and maintaining these items. The clothing allowance shall be \$150 per year paid, as compensation, in equal installments of \$75 on the first paycheck in July and January. New employees will receive a prorated amount on their first paycheck.

13.4 Boots. If an employee is required to wear a steel toed safety boot or particular type of shoe or boot as a condition of employment, an appropriate boot or shoe will be provided, maintained, and stored by the City and shall be worn solely for City work purposes. The City shall provide, at no cost to the employee, replacement boots or shoes as necessary, provided the replacement is required because of reasonable wear and tear and not due to negligence or mistreatment, the employee certifies that the boots or shoes were worn solely for City work purposes, and the employee surrenders the worn out boot or shoe to the City. The City shall be the sole determiner of what is the appropriate boot or shoe for the assignment and shall have the right to determine the make, model, price limit and vendor of all boot or shoe purchases. Additionally, boots purchased in accordance with this Article shall be considered required safety wear and employees are required to wear the boots.

The City shall make equipment and supplies to clean and maintain boots available to employees covered under this section equipment and supplies to maintain boots. All boots, equipment and supplies shall be kept on the City's premises during non-work hours.

13.5 Boot Eligibility. Only employees in job classifications that have been determined to require specific footwear for safety or exposure to adverse walking conditions, as determined by the City, shall be eligible for the boots in 13.4.

#### **ARTICLE XIV - EXPENSE REIMBURSEMENT**

14.1 Educational Reimbursement. All bargaining unit employees shall be eligible for education reimbursement under the provisions of the City's personnel policies and procedures.

14.2 Travel Expenses. When an employee is required, or otherwise authorized, to travel outside of Jackson County on City business, reimbursement for, or payment of, expenses incurred shall be determined in accordance with City policy except as follows:

- a. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the department head.

b. Travel on official business outside Jackson County shall normally be via public carrier, rental vehicle, or City-owned vehicle. If an employee requests and is authorized to use a private vehicle for convenience or personal preference when City-provided or approved transportation was available, mileage reimbursement shall be paid at 75% of the current IRS rate. When an employee uses their personal vehicle at the request of the city, mileage reimbursement shall be paid at the current IRS rate. This rate is all inclusive and covers all travel expenses including vehicle, fuel, maintenance, oil and other fluids, tires, storage, insurance and any other vehicle-related expenses. Necessary parking expenses directly related to the business purpose of the trip, as opposed to personal preference or expediency, shall be reimbursed separately, with proper documentation and authorization.

14.3 Meals. Reimbursement for or payment of meals eaten while on official trips shall be limited to the amount of actual and reasonable expense incurred during the performance of official duty as a City employee for the City's benefit. The following rates will be considered maximum amounts for travel expenses unless specifically authorized by the department head to use the General Services Administration website <https://gsa.gov/portal/category/104711> as a guide when approving meal allowances for locales with higher costs associated with travel:

Breakfast	\$10.00
Lunch	\$13.00
Dinner	\$21.00

The total allowable amount for three meals per day will be \$44.00. If an employee's approved travel involves more than one meal due to the actual length of the trip, the employee can spend up to the authorized total amounts at their discretion as long as the total expense for the allowable meals does not exceed the aggregate amount allowed for those meals.

Meals included in the cost of lodging (i.e., breakfast), or included in the cost of event registration, shall not be compensated for twice. Employees electing to not participate in such included meals shall be personally responsible for any additional meal expenses. Snacks or "coffee breaks" are not considered meals and not covered under this section.

14.4 Lodging. Employees traveling in accordance with this Section shall be approved for reasonable actual costs for lodging.

14.5 Use of Purchasing Card. Employees shall use their city-issued purchasing card to pay for approved travel expenses including registration, lodging, air fare, fuel for rental or city-owned vehicles, and authorized meals. Itemized receipts accounting for all purchasing card transactions shall be submitted in a timely manner. The purchasing card is not to be used for fuel for personal vehicles.



14.6 Gym/Weight Management membership Reimbursement. The City will reimburse employees up to twenty-five dollars (\$25.00) per month towards membership in a recognized fitness club or weight management, City of Central Point Recreation health/fitness programs, or pre-approved on-line fitness programs they are active participating in. The City retains the discretion to determine which clubs or programs are eligible for this reimbursement, but any denial of a reimbursement request may be processed only up to Step 3 of 24.3 Grievance procedure. Employees will only submit reimbursement requests for months they were an active participant. Reimbursements will be made quarterly through payroll provided they submit itemized receipts within six months.

**ARTICLE XV - VACATION**

15.1 Accrual. Paid vacation leave shall accrue semi-monthly on the following basis for full-time employees:

<u>Service Time</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
0 – 5 Years	6 2/3 Hours	80 Hours	160 Hours
5 – 10 Years	10 Hours	120 Hours	240 Hours
10 – 15 Years	13 1/3 Hours	160 Hours	320 Hours
15+ Years	16 2/3 Hours	200 Hours	400 Hours

1. Vacation leave shall accrue on a semi-monthly basis based upon the employee's date of hire.
2. New, probationary employees that resign or are terminated during the first six months of employment will not receive a vacation payout.
3. Vacation leave is available for use on the first day following the end of the pay period for which it was accrued and may not be taken in advance or in anticipation of accrual.
4. Vacation leave accrual shall be prorated for the pay period during any leave of absence without pay, while using donated leave or during a lay off status.
5. Part-time bargaining unit employees shall accrue vacation leave in direct proportion to full time equivalency. For example, an employee working half time would accrue vacation at 3 1/3 hours per month for 0 to 5 years, 5 hours per month for 5 to 10 years, etc.
6. An employee shall receive a one-time award of 40 hours of vacation added to his/her vacation accrual balance on the anniversary date of twenty years of service.

15.2 Selection. Employees shall have the right to determine vacation times, subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to arrange scheduling so that each employee has an opportunity, if s/he chooses, to use at some time during the calendar year the full amount of the vacation credit which s/he could accumulate in 12 months of continuous service. Absent specific operational needs, as long as at least four crew employees in the Public Works Operational division are scheduled to work, vacation

requests for other Public Works employees shall be approved. Vacation time shall be selected on the basis of seniority provided, however, that each employee will be permitted to exercise his/her right of seniority only once annually and for a single continuous period of time. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. See Section 9.3.2 for application of seniority for vacation and time off bidding.

15.3 Accrual Limitations. Vacation leave shall accrue in accordance with the table in 15.1. If an employee is about to lose vacation credit because of accrual limitations, and such impending loss is caused solely by the City's insistence that the employee be at work during a scheduled vacation period, the employee may, by notifying his/her supervisor in writing at least 5 calendar days in advance, absent him/herself from work to prevent loss of vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. In lieu of the employee absenting him/herself from work as provided above, the City may, at its option, pay off the excess vacation time at the employee's regular rate of pay. Such payment shall be made on the next pay date following the pay period in which the employee would have had to absent him/herself from work. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take vacation is caused solely by the City's insistence that the employee be at work during a scheduled vacation period.

15.4 Termination. Upon termination of employment, an employee shall be paid for all accrued but unused vacation, except as provided for in 15.1(2).

15.5 Sell Back. Once each fiscal year, an employee may request to sell back to the City up to 40 hours of accrued vacation time provided that the employee has taken or is scheduled to take at least 40 hours of vacation during the fiscal year and there is at least 80 hours of vacation remaining after the sellback. This option shall be available only once each fiscal year. Employees choosing to exercise this option must advise the City, in writing, through their department manager. The City shall distribute the funds within 30 days of the request.

## **ARTICLE XVI - HOLIDAYS**

16.1 Holidays. Full-time employees shall be entitled to eight (8) hours of time off with pay for the following holidays:

- (a) New Year's Day, January 1
- (b) Martin Luther King's Birthday, third Monday in January
- (c) President's Day, third Monday in February
- (d) Memorial Day, last Monday in May
- (e) Independence Day, July 4
- (f) Labor Day, first Monday in September
- (g) Veterans' Day, November 11
- (h) Thanksgiving Day, fourth Thursday in November

- (i) Day after Thanksgiving Day
- (j) Christmas Day, December 25
- (k) Christmas Eve, December 24
- (l) Two floating holidays

Part-time employees covered by this Agreement shall be entitled to time off with pay for the above holidays and shall be compensated in proportion to the number of hours per month they are normally scheduled to work, regardless of whether or not the part-time employee is scheduled to work the holiday, provided the part-time employee is scheduled to work after the holiday.

16.1.1 Eligibility. Full-time employees must have worked or have been on paid leave the last work day before and the first work day following a holiday in order to receive holiday pay.

Holidays which occur during vacation or sick leave shall not be charged against such leave.

16.2 Observed. If any holiday falls on a Sunday, the following Monday shall be given as the holiday unless that Monday is already a paid holiday, then the proceeding Friday shall be given as the holiday. If any holiday falls on a Saturday, the preceding Friday shall be given as the holiday unless that Friday is already a paid holiday, then the following Monday shall be given as the holiday.

16.3 Floating Holiday. Floating holidays shall accrue on January 1 and July 1 (eight hours each) of each year for all employees, provided the employee is actively employed on January 1 or July 1. Floating holidays may not be taken in advance of accrual. Floating Holiday hours must be used prior to using vacation leave and must be used in the calendar year accrued. Floating holidays shall not be paid upon termination of employment. Floating Holiday days off are to be scheduled in advance and approved by the employee's direct supervisor, with consideration given to employee requests. Failure to make a timely request for the time off, resulting in denial due to staffing needs and subsequent forfeiture of the floating holiday shall not be subject to the grievance procedure.

## **ARTICLE XVII - SICK LEAVE**

17.1 Accrual. Sick leave shall be accrued by each full-time employee at the rate of four hours for each full semi-monthly pay period of service completed. Part-time employees covered by this bargaining agreement shall accrue sick leave each month in an amount proportionate (based on hours worked each month) to that which would be accrued under full-time employment. An employee may accrue an unlimited amount of sick leave.

17.2 Utilization. Employees may utilize their allowance of sick leave when unable to perform work duties by reason of illness, injury, or health condition including exposure to a contagious disease that could endanger fellow employees or the public in the opinion of the City; and medical/dental appointments, including preventative for the employee. Employee may utilize sick leave to care for a "covered family members" as well as medical diagnosis, care, or treatment of an illness, injury or health

condition and preventative appointments of a covered family member. Employees may utilize sick leave to care for an immediate family member for a serious health condition under Federal and State Medical Leave Acts. Sick leave shall be charged on an hour-for-hour basis in a minimum of quarter hour increments. Sick leave is available for use on the first day following the end of the pay period for which it was accrued and may not be taken in advance or in anticipation of accrual. Abuse of sick leave privilege shall be cause for discipline and/or dismissal.

17.3 Notification. An employee who is unable to report to work because of any of the reasons set forth in Section 2 above shall report the reason for his/her absence to the designated department representative as soon as possible and prior to the time s/he is expected to report to work.

Employees shall request time off as soon as they are aware of the need to take time off for annual, scheduled, or routine medical/dental/vision appointments for the employee or family member. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Departmental supervisors may authorize the use of sick leave with less than 24 hours' notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Sick leave with pay shall not be allowed unless the employee has complied with the posted reporting procedure or made a reasonable attempt to comply. In absences of three days or more, the City may, at its discretion, require the employee to provide a written statement from a physician certifying that the employee's condition prevented him/her from appearing for work and that the employee is released to return to work without restrictions. The City will establish the procedure for contacting the designated department representative. An employee is required to provide his/her supervisor with sufficient information about his/her absence to allow the supervisor to reasonably determine the need for or applicability to leave under the federal and/or state Family Medical Leave Acts.

17.4 Sick Leave Compensation. Unused sick leave shall not be compensated for in any way at the time of termination of employment.

17.5 Leave Without Pay/Layoff. Sick leave accrual shall be prorated for the pay period during any period of leave of absence without pay, while using donated sick leave, or while on layoff status, except as required by state or federal law. However, the returning employee shall have previously accrued sick leave, if any, restored upon return to employment from such approved period of leave.

17.6 Family Members. "Covered Family Member" include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, parent of your Oregon registered same-sex domestic partner, grandparent, grandchild, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship.

Per FMLA/OFLA, "Immediate family member" includes: spouse, same-gender domestic partner, parent (custodial, non-custodial, foster, biological, step, in-law, parent of domestic partner), grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis, child (biological, adopted, foster, step, or child of same-gender domestic partner). Child may be either a minor or adult.

17.7 Integration of Paid Sick Leave With Workers 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 disability payment or time loss payment received under Workers' Compensation Laws and the employee's gross pay. When sick leave is paid in conjunction with worker's compensation or disability, prorated charges will be made against accrued sick leave unless the employee specifically requests otherwise. Public Employees Retirement System (PERS) benefit will be prorated according to the amount of compensation paid directly by the City.

17.8 Retirement. Employees may utilize unused sick leave accrual upon retirement in accordance with benefits provided for in PERS and applicable legislation.

17.9 Oregon Paid Family and Medical Leave Insurance (PFMLI) Program. When implemented, the City shall participate in the Oregon Paid Family and Medical Leave Insurance (PFMLI) program or its successor for the duration of this contract. The Employee's portion shall be withheld from the employee's paycheck. The City shall pay the Employer contribution. Employees shall be permitted to utilize only accrued sick leave to ensure they receive 100% of their normal salary while receiving the PFMLI benefit.

#### **ARTICLE XVIII - LEAVE OF ABSENCE WITH PAY**

18.1 Bereavement Leave. In the event of a death in the employee's immediate family, as defined in 17.6 for FMLA/OFLA, an employee may be granted a leave of absence of up to two weeks within 60 days of the date of death. The employee may utilize up to three calendar days of City paid bereavement leave. The employee may use other leave including sick leave, for the remaining days off.

In addition to all "immediate family members" as defined in 17.6 Family Members, the City recognizes "covered family member" for the purpose of receiving up to the three days of paid bereavement leave also to include child and sibling. This definition shall be construed to include biological, adoptive, foster, step and in-law relationships. The three days of paid leave shall run concurrent with any bereavement leave used under the Oregon Family Leave Act.

The employee shall make a reasonable effort to notify the immediate supervisor of the need for the leave and/or additional days in advance of the absence.

18.2 Funeral Leave. When an employee serves as a pallbearer, or in some other way participates in, as opposed to merely attend, a funeral ceremony, the employee may be granted time off with pay, not to exceed four hours, to perform such duty.

18.3 Civic Responsibility. The City appreciates that City employees are occasionally required to perform civic duties that may interfere with their scheduled workday. This Section addresses how the performance of civic responsibilities shall affect the employee's work schedule, pay and use of leaves.

18.3.1 Work-Related Court Appearance. Employees required to testify or appear in court in an official capacity and as a part of their job shall be compensated for such court appearances in accordance with Article XI – Hours of Work and Overtime.

18.3.2 Non Work-Related Court Appearance. When an employee is subpoenaed to testify or appear in court other than in an official capacity and where the employee is not personally involved in the action as the plaintiff, the defendant, the object of the investigation, or for purposes such as providing character testimony for a friend or family member, s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

18.3.3 Jury Duty. When an employee is called for jury duty s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

18.3.4 Limitations and Expectations. Under no circumstances shall the City be required to pay overtime or grant comp time for civic duty appearances that are not work-related. In the event an employee serves a partial day of civic duty, the employee shall be required to return to work after being released from court, or arrange for use of paid leave in accordance with department rules to compensate for time away from work that is not spent in court. Exceptions may be allowed in such circumstances as when the court appearance is out of the area or the employee is released from their court responsibilities with less than 45 minutes left in their scheduled workday.

It shall be the employee's responsibility to notify his/her supervisor of pending civic responsibilities as soon as the employee has knowledge of such duty.

18.4 Military Leave. Military leave of absence shall be granted in accordance with City policy and state and federal law.

18.5 Conferences/Meetings. Time spent in attendance at or travel to and from conferences, conventions or other work-related meetings that have been approved in advance by the Department Head shall be considered work time in accordance with state law and City policy. An employee may request additional time off, using accrued paid leave, in conjunction with approved work-related travel; however, approval of such requests shall be handled in accordance with department-established requests for time off.

18.6 Leave Accruals while on Paid Leave. Employees on paid leaves of absence shall accrue leaves in accordance with this Agreement and, where by reference, current City policy.

#### **ARTICLE XIX - LEAVE OF ABSENCE WITHOUT PAY**

19.1 Family Medical Leave. All bargaining unit employees shall be covered by current City policy, as well as state and federal law, regarding Family and Medical Leave.

19.2 Military Leave. Military leaves of absence shall be granted in accordance with City policy and state and federal law.

19.3 Other Leave Without Pay. Notwithstanding the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA), a regular, non-probationary employee may be granted a leave of absence without pay for a period not to exceed one month. Requests for leave of absence without pay shall be in writing, shall be directed to the Department Head, and shall contain justification for approval. Approval of such leave requests shall be at the sole discretion of the Department Head, except that any denial of a request shall not be arbitrary or discriminatory. Not counting any such leave covered under FMLA and USERRA, no employee shall receive more than 31 days leave of absence in any three-year period.

19.4 Leave Accrual while on Leave Without Pay. Current City policy regarding benefits accrual during Leaves of Absence Without Pay shall apply to all employees covered by this Agreement.

#### **ARTICLE XX - INSURANCE COVERAGE**

20.1 Medical, Dental and Vision Insurance. The City shall provide a mutually agreed upon medical, dental and vision insurance package for employees and their dependents. If the parties agree to change plans during the life of this agreement, the parties agree to reopen bargaining for the limited purpose of negotiating Article XX, Insurance Coverage.

20.2 Health Insurance Eligibility: All bargaining unit employees shall be eligible for insurance coverage pursuant to the insurance carrier's eligibility requirements. Part-time employees covered by this bargaining agreement are eligible for health insurance if they meet the insurance carrier's eligibility requirements. Employees who are "Part-time without benefits" are not eligible for health insurance even if they exceed 79.75 hours per month.

It is understood that “cashing out” accrued leave time (vacation, and compensatory time) does not constitute hours worked or compensated hours for the purpose of determining insurance eligibility.

### 20.3 Medical, Dental, and Vision Insurance Premiums.

20.3.1 Bargaining Unit members employed prior to July 1, 2014. For employees who were hired and serving in a bargaining unit position on or before June 30, 2014, the City shall pay 90% of the cost of the employee’s monthly health insurance premiums with the employee paying the remaining 10% through payroll deduction.

20.3.2 Bargaining Unit members employed July 1, 2014 or later. For employees who were hired or placed in a bargaining unit position on or after July 1, 2014, the employee shall pay 17% of the monthly cost of the employee’s health insurance premium through payroll deduction, and the employer shall pay 83%, to a maximum of \$1,500 per month. If the employer’s 83% exceeds \$1,500 per month, the City and employee shall evenly split the difference. Effective for insurance coverage beginning August 1, 2021, employees will pay the same insurance cost as employees hired prior to July 1, 2014.

20.3.3 Payment of Premiums. All health insurance premiums paid by the City on behalf of employees shall only be paid directly to the insurance carrier or third party administrator. No such insurance premiums shall be paid directly to the employee except as otherwise provided for in a separation agreement.

20.3.4 Part-time Employees. Health insurance premium contributions shall be made on a prorated basis for bargaining unit employees qualifying for insurance coverage but working less than full time, not to exceed the Affordable Care Act or subsequent act, Affordability Percentage. For example, for a .5 FTE employee the city would pay 50% of the 90% employer share, to a prorated maximum, and the employee would pay the remainder; 2021 Affordability percentage equals 9.85% of employee rate of pay.

20.4 Section 125. The employer shall institute an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free payroll deduction. Additionally, the employer may, in its discretion, institute an IRS Section 125 Flexible Spending Arrangement plan and make such plan available to all employees on a voluntary basis at any time during the life of this agreement.

20.5 Health Reimbursement Arrangement. The City has adopted the HRA VEBA standard plan offered and administered by the Voluntary Employee’s Beneficiary Association Trust for Public Employees in the Northwest (“plan”). The standard plan shall be integrated with the City’s group medical plan and the City shall remit contributions only on behalf of eligible employees who are enrolled in or covered by the City’s group medical plan. The City shall contribute to the plan on behalf of all bargaining unit employees defined as eligible to participate in the plan. Each eligible employee must submit a completed and signed



enrollment form to become an eligible participant and become eligible for benefits under the plan.

Contributions on behalf of each eligible employee shall be based on direct employer contributions. Eligibility is limited to bargaining unit members enrolled in the City’s medical insurance plan. Employer contributions shall be \$72.50 for each pay period worked, contributed on a semi-monthly basis on behalf of eligible full-time employees. Contributions for eligible employees not working full time, on layoff status, or not working a full pay period, except those employees on paid leave, shall be prorated.

20.6 Long Term Disability Insurance. The City shall provide full time employees long term disability insurance that provides 66 2/3% of base salary, up to a maximum benefit of \$3,000 per month, effective the 91<sup>st</sup> day of the disability.

20.7 Life Insurance. The City shall provide full time employees a term life insurance benefit policy equal to one years’ pay. The one years’ pay shall be calculated once each year on July 1 by multiplying the hourly rate by 2080 hours. In addition, to the extent the carrier permits, the City will allow employees to purchase additional life insurance at the employee's expense.

**ARTICLE XXI - DRUG AND ALCOHOL POLICY**

21.1 Drug and Alcohol Policy. The City’s adopted Drug and Alcohol Policy is, by this reference, made a part of this Agreement. Employees who hold a job-related CDL shall be subject to Department of Transportation (DOT) random testing requirements.

**ARTICLE XXII - OUTSIDE EMPLOYMENT**

22.1 Outside Employment. No employee covered by this Agreement shall carry on concurrently with his/her public service any private business or undertaking or other employment which affects the time, quality or efficiency of the employee's City work, or which casts discredit upon or creates embarrassment for the City or conflicts with the interest of the City of Central Point. The City Manager or his designee shall, in his/her discretion enforce the terms of this Article, and such enforcement shall be subject to the grievance procedure.

**ARTICLE XXIII - DISCIPLINE AND DISCHARGE**

23.1 Discipline. No regular, non-probationary employee shall be disciplined or discharged except for just cause. Discipline will normally be progressive. However, if a violation of a City policy or work practice is of a serious enough nature, an employee may be discharged without prior disciplinary warnings. Oral warnings, counseling or other oral communication are considered discipline and shall be documented; however, such documentation shall not be considered a written disciplinary action, nor be subject to the grievance procedure, and such documentation will not be placed in the employee's personnel file.

23.2 Imposition. The City, in disciplining an employee, shall make a reasonable effort to impose such

discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public.

23.3 Probationary Employee. A probationary employee as defined in Article VIII, Probation, Section 1, shall serve at the pleasure of the City and may be disciplined, or discharged for any reason, at any time during the probationary period, and such discipline or discharge shall not be grievable.

23.4 Grieving Discipline. Any disciplinary action, except oral reprimands, counseling, verbal warnings, or other oral communications imposed upon an employee, if protested, shall be protested through the grievance procedure, Article XXIV, Grievance Procedure. However, written reprimands may be processed only through step 3 of the grievance procedure.

23.5 Union Representation. An employee shall, upon request, be given the opportunity to have a Union representative present at all disciplinary meetings.

#### **ARTICLE XXIV - GRIEVANCE PROCEDURE**

24.1 Definition. A grievance is defined as a claim by an employee and/or Union that there has been a violation of the bargaining agreement.

24.2 Informal Resolution. When such alleged violations arise, an attempt should be made by the employee and his/her immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Article XXIV, Section 3.

24.3 Grievance Procedure. Each grievance will be processed in the following manner:

Step I. Within 15 calendar days after the occurrence of the cause of complaint, the employee and/or the Union will reduce the grievance to writing, stating the reasons therefore, the contract provision violated, the date of the occurrence, and the remedy requested and will present it to the employee's immediate supervisor. Within 10 business days after the grievance is submitted to the supervisor, the supervisor will respond in writing. If s/he wishes, the employee involved may be accompanied at any grievance-related meeting by a Union representative of his/her choice who is reasonably available.

Step II. If the grievant is not satisfied with the response to the grievance by the supervisor, s/he may, within 10 business days of receipt of the supervisor's decision, request in writing that the department head review the decision. If the supervisor is the department head, the grievance will skip to Step III. Within 10 business days of such request, the department head shall render his/her decision in writing.

Step III. If the grievant is not satisfied with the disposition of the grievance by the department head, s/he may, within 10 business days of his/her receipt of said decision, request in writing, that

the City Manager review the decision. Within 10 business days, the City Manager shall render his/her decision in writing.

Step IV. If the grievant is not satisfied with the disposition of the grievance by the City Manager, the Union may, within 10 business days from receipt of the City Manager's decision, request, in writing, that the grievance be brought to arbitration. If a timely, valid request has been made, the parties shall jointly request from the State Conciliation Service, a list of seven arbitrators residing in Oregon who are members of the American Arbitration Association and, beginning with the grieving party/Union, the parties shall alternately strike names. The name remaining shall be the arbitrator. Seven business days shall be allowed for the striking. The parties may, by mutual agreement, request a new panel.

The hearing under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within 30 calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his/her judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on both parties. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than 10 calendar days prior to the date when such grievance shall have first been presented.

24.4 Expenses. Expenses for the arbitrator's services and the proceedings shall be borne equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. In the event the arbitrator finds that s/he has no authority or power to rule in any case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

24.5 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. However, time limits may be extended by mutual consent of both parties. If either party fails to follow such limits, the following shall result:

- a. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b. If the party being grieved against fails to respond in a timely fashion, the grievance shall

proceed to the next step.

24.6 Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and will not be placed in the personnel file. However, evidence of any discipline imposed and an explanation of the action which resulted in such discipline will be placed in the employee's personnel file.

#### **ARTICLE XXV - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT**

25.1 Lockout. There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of this Agreement.

25.2 Strike. The Union will not initiate or engage in, and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, sick-out or other interruption of work during the term of this Agreement.

25.3 Union Responsibility. Should a strike, slowdown, picketing, boycott or other interruption of work occur, the Union, upon receiving notice of a strike, slowdown, picketing, boycott or other interruption of work which it has not authorized, will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

25.4 Discipline. In the event employee(s) participate in a strike, slowdown, picketing, boycott, sick-out or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action which may include discharge.

25.5 Wages and Benefits During Work Interruption. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such work interruption.

#### **ARTICLE XXVI - SAVINGS CLAUSE**

26.1 Savings Clause. Should any Article or section thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article or section thereof directly specified in the decision. The remainder of this Agreement shall remain in effect pursuant to the terms of the Duration Article. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

**ARTICLE XXVII – DURATION**

27.1 Duration. This Agreement shall be effective upon ratification and shall remain in effect through June 30, 2025.

**ARTICLE XXIX – EXECUTION/SIGNATURES**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2021 at Central Point, Oregon, by the undersigned officers by authority and behalf of the City of Central Point and Teamsters Local Union No. 223.

Teamsters Local Union No. 223

City of Central Point

\_\_\_\_\_  
Leslie Sloy, Secretary Treasurer

\_\_\_\_\_  
Hank Williams, Mayor

\_\_\_\_\_  
Brent Jensen, Labor Representative

\_\_\_\_\_  
Chris Clayton, City Manager

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

**APPENDIX A - PAY SCHEDULE**  
Salary Schedule on 6/30/2021

Part A: General Service Bargaining Unit Positions (hourly) (monthly)				Schedule Effective 7/1/20 - 6/30/21					
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>16.76</b>	N/A					
122	Utility Laborer*		<b>2,905</b>						
<i>*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.</i>									
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>16.76</b>	<b>17.60</b>	<b>18.48</b>	<b>19.40</b>	<b>20.37</b>	<b>21.39</b>	<b>22.46</b>
100	Office Assistant		<b>2,905</b>	<b>3,051</b>	<b>3,203</b>	<b>3,363</b>	<b>3,531</b>	<b>3,708</b>	<b>3,893</b>
	<b>Grade 4</b>	<b>GS4</b>	<b>18.28</b>	<b>19.19</b>	<b>20.15</b>	<b>21.16</b>	<b>22.22</b>	<b>23.33</b>	<b>24.50</b>
101	Account Clerk: Finance/Public Works		<b>3,169</b>	<b>3,326</b>	<b>3,493</b>	<b>3,668</b>	<b>3,851</b>	<b>4,044</b>	<b>4,247</b>
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
	<b>Grade 5</b>	<b>GS5</b>	<b>20.54</b>	<b>21.57</b>	<b>22.65</b>	<b>23.78</b>	<b>24.97</b>	<b>26.22</b>	<b>27.53</b>
106	Assistant Engineering Technician		<b>3,560</b>	<b>3,739</b>	<b>3,926</b>	<b>4,122</b>	<b>4,328</b>	<b>4,545</b>	<b>4,772</b>
107	Customer Service Technician								
108	Equipment Maintenance/Fab. Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
	<b>Grade 6</b>	<b>GS6</b>	<b>22.75</b>	<b>23.89</b>	<b>25.08</b>	<b>26.33</b>	<b>27.65</b>	<b>29.03</b>	<b>30.48</b>
112	Acctg/Business Services Coordinator		<b>3,943</b>	<b>4,141</b>	<b>4,347</b>	<b>4,564</b>	<b>4,793</b>	<b>5,032</b>	<b>5,283</b>
113	Parks Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
	<b>Grade 7</b>	<b>GS7</b>	<b>25.08</b>	<b>26.33</b>	<b>27.65</b>	<b>29.03</b>	<b>30.48</b>	<b>32.00</b>	<b>33.60</b>
115	Community Planner I		<b>4,347</b>	<b>4,564</b>	<b>4,793</b>	<b>5,032</b>	<b>5,283</b>	<b>5,547</b>	<b>5,824</b>
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
	<b>Grade 8</b>	<b>GS8</b>	<b>28.06</b>	<b>29.46</b>	<b>30.93</b>	<b>32.48</b>	<b>34.10</b>	<b>35.81</b>	<b>37.60</b>
118	Community Planner II		<b>4,864</b>	<b>5,106</b>	<b>5,361</b>	<b>5,630</b>	<b>5,911</b>	<b>6,207</b>	<b>6,517</b>
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	<b>Grade 9</b>	<b>GS9</b>	<b>31.15</b>	<b>32.71</b>	<b>34.35</b>	<b>36.07</b>	<b>37.87</b>	<b>39.76</b>	<b>41.75</b>
	vacant		<b>5,399</b>	<b>5,670</b>	<b>5,954</b>	<b>6,252</b>	<b>6,564</b>	<b>6,892</b>	<b>7,237</b>

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

**Appendix A – PAY SCHEDULE (page 2)**

Effective January 1, 2022, Step A of pay scale shall be increased by 1.7%. Each subsequent Step shall be 5% greater than the lower step.

Add 125 Arborist to salary schedule.

Change title of Parks Lead to Utility Maintenance Lead

Salary Schedule effective 1/1/2022 – June 30, 2022

Part A: General Service Bargaining Unit Positions (hourly) (monthly)				Schedule Effective 1/1/2022					
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>17.04</b>	N/A					
122	Utility Laborer*		<b>2,954</b>	N/A					
<i>*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.</i>									
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>17.04</b>	<b>17.89</b>	<b>18.78</b>	<b>19.72</b>	<b>20.71</b>	<b>21.75</b>	<b>22.84</b>
100	Office Assistant		<b>2,954</b>	<b>3,101</b>	<b>3,256</b>	<b>3,419</b>	<b>3,590</b>	<b>3,770</b>	<b>3,959</b>
	<b>Grade 4</b>	<b>GS4</b>	<b>18.59</b>	<b>19.52</b>	<b>20.50</b>	<b>21.53</b>	<b>22.61</b>	<b>23.74</b>	<b>24.93</b>
101	Account Clerk: Finance/Public Works		<b>3,223</b>	<b>3,384</b>	<b>3,554</b>	<b>3,732</b>	<b>3,920</b>	<b>4,115</b>	<b>4,322</b>
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
	<b>Grade 5</b>	<b>GS5</b>	<b>20.89</b>	<b>21.93</b>	<b>23.03</b>	<b>24.18</b>	<b>25.39</b>	<b>26.66</b>	<b>27.99</b>
106	Assistant Engineering Technician		<b>3,621</b>	<b>3,802</b>	<b>3,992</b>	<b>4,192</b>	<b>4,401</b>	<b>4,622</b>	<b>4,852</b>
107	Customer Service Technician								
108	Equipment Maintenance/Fab. Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
	<b>Grade 6</b>	<b>GS6</b>	<b>23.14</b>	<b>24.30</b>	<b>25.52</b>	<b>26.80</b>	<b>28.14</b>	<b>29.55</b>	<b>31.03</b>
112	Acctg/Business Services Coordinator		<b>4,011</b>	<b>4,212</b>	<b>4,424</b>	<b>4,646</b>	<b>4,878</b>	<b>5,122</b>	<b>5,379</b>
113	Utility Maintenance Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
125	Arborist								
	<b>Grade 7</b>	<b>GS7</b>	<b>25.51</b>	<b>26.79</b>	<b>28.13</b>	<b>29.54</b>	<b>31.02</b>	<b>32.57</b>	<b>34.20</b>
115	Community Planner I		<b>4,422</b>	<b>4,644</b>	<b>4,876</b>	<b>5,121</b>	<b>5,377</b>	<b>5,646</b>	<b>5,928</b>
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
	<b>Grade 8</b>	<b>GS8</b>	<b>28.54</b>	<b>29.97</b>	<b>31.47</b>	<b>33.04</b>	<b>34.69</b>	<b>36.42</b>	<b>38.24</b>
118	Community Planner II		<b>4,947</b>	<b>5,195</b>	<b>5,455</b>	<b>5,727</b>	<b>6,013</b>	<b>6,313</b>	<b>6,629</b>
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	<b>Grade 9</b>	<b>GS9</b>	<b>31.68</b>	<b>33.26</b>	<b>34.92</b>	<b>36.67</b>	<b>38.50</b>	<b>40.43</b>	<b>42.45</b>
	vacant		<b>5,492</b>	<b>5,766</b>	<b>6,053</b>	<b>6,357</b>	<b>6,674</b>	<b>7,008</b>	<b>7,358</b>

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

Appendix A – PAY SCHEDULE (page 3)

Effective July 1, 2022, Step H shall be added to the salary schedule, in accordance with Article 12.3.1  
Step H (Step 1 of 2 on 7/1/22)

Part A: General Service Bargaining Unit Positions (hourly) (monthly)			Schedule Effective 7/1/2022							
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
	<b>Grade 2-3</b>	<b>GS2-3</b>	17.04	N/A						
122	Utility Laborer*		2,954	N/A						
	<i>*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.</i>									
	<b>Grade 2-3</b>	<b>GS2-3</b>	17.04	17.89	18.78	19.72	20.71	21.75	22.84	23.98
100	Office Assistant		2,954	3,101	3,256	3,419	3,590	3,770	3,959	4,157
	<b>Grade 4</b>	<b>GS4</b>	18.59	19.52	20.50	21.53	22.61	23.74	24.93	26.18
101	Account Clerk: Finance/Public Works		3,223	3,384	3,554	3,732	3,920	4,115	4,322	4,538
102	Community Development Specialist									
103	Parks Maintenance Worker									
104	Recreation Specialist									
105	Utility Worker									
	<b>Grade 5</b>	<b>GS5</b>	20.89	21.93	23.03	24.18	25.39	26.66	27.99	29.39
106	Assistant Engineering Technician		3,621	3,802	3,992	4,192	4,401	4,622	4,852	5,095
107	Customer Service Technician									
108	Equipment Maintenance/Fab. Technician									
109	Planning Technician									
110	Recreation Programs Coordinator									
111	Senior Utility Worker									
	<b>Grade 6</b>	<b>GS6</b>	23.14	24.30	25.52	26.80	28.14	29.55	31.03	32.58
112	Acctg/Business Services Coordinator		4,011	4,212	4,424	4,646	4,878	5,122	5,379	5,648
113	Utility Maintenance Lead									
114	Recreation Coordinator: Special Events/Mktg									
123	Stormwater/Erosion Control Tech									
125	Arborist									
	<b>Grade 7</b>	<b>GS7</b>	25.51	26.79	28.13	29.54	31.02	32.57	34.20	35.91
115	Community Planner I		4,422	4,644	4,876	5,121	5,377	5,646	5,928	6,225
116	Foreman: Streets, Water									
117	Park Planner									
124	Facility Management Coordinator									
	<b>Grade 8</b>	<b>GS8</b>	28.54	29.97	31.47	33.04	34.69	36.42	38.24	40.15
118	Community Planner II		4,947	5,195	5,455	5,727	6,013	6,313	6,629	6,960
119	Construction Management Coordinator									
120	Environmental Services/GIS Coordinator									
121	Information Technology Specialist									
	<b>Grade 9</b>	<b>GS9</b>	31.68	33.26	34.92	36.67	38.50	40.43	42.45	44.57
	vacant		5,492	5,766	6,053	6,357	6,674	7,008	7,358	7,726

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)



Appendix A- PAY SCHEDULE (page 4)

Effective 7/1/22 Remove Step A & Rename Steps (A through G) (Step 2 of 2 on 7/1/22)

Salary Schedule July 1, 2022 – June 30, 2024

Part A: General Service Bargaining Unit Positions (hourly) (monthly)				Schedule Effective 7/1/2022					
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>17.89</b>	N/A					
122	Utility Laborer*		<b>3,101</b>						
	<i>*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.</i>								
	<b>Grade 2-3</b>	<b>GS2-3</b>	<b>17.89</b>	<b>18.78</b>	<b>19.72</b>	<b>20.71</b>	<b>21.75</b>	<b>22.84</b>	<b>23.98</b>
100	Office Assistant		<b>3,101</b>	<b>3,256</b>	<b>3,419</b>	<b>3,590</b>	<b>3,770</b>	<b>3,959</b>	<b>4,157</b>
	<b>Grade 4</b>	<b>GS4</b>	<b>19.52</b>	<b>20.50</b>	<b>21.53</b>	<b>22.61</b>	<b>23.74</b>	<b>24.93</b>	<b>26.18</b>
101	Account Clerk: Finance/Public Works		<b>3,384</b>	<b>3,554</b>	<b>3,732</b>	<b>3,920</b>	<b>4,115</b>	<b>4,322</b>	<b>4,538</b>
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
	<b>Grade 5</b>	<b>GS5</b>	<b>21.93</b>	<b>23.03</b>	<b>24.18</b>	<b>25.39</b>	<b>26.66</b>	<b>27.99</b>	<b>29.39</b>
106	Assistant Engineering Technician		<b>3,802</b>	<b>3,992</b>	<b>4,192</b>	<b>4,401</b>	<b>4,622</b>	<b>4,852</b>	<b>5,095</b>
107	Customer Service Technician								
108	Equipment Maintenance/Fab. Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
	<b>Grade 6</b>	<b>GS6</b>	<b>24.30</b>	<b>25.52</b>	<b>26.80</b>	<b>28.14</b>	<b>29.55</b>	<b>31.03</b>	<b>32.58</b>
112	Acctg/Business Services Coordinator		<b>4,212</b>	<b>4,424</b>	<b>4,646</b>	<b>4,878</b>	<b>5,122</b>	<b>5,379</b>	<b>5,648</b>
113	Utility Maintenance Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
125	Arborist								
	<b>Grade 7</b>	<b>GS7</b>	<b>26.79</b>	<b>28.13</b>	<b>29.54</b>	<b>31.02</b>	<b>32.57</b>	<b>34.20</b>	<b>35.91</b>
115	Community Planner I		<b>4,644</b>	<b>4,876</b>	<b>5,121</b>	<b>5,377</b>	<b>5,646</b>	<b>5,928</b>	<b>6,225</b>
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
	<b>Grade 8</b>	<b>GS8</b>	<b>29.97</b>	<b>31.47</b>	<b>33.04</b>	<b>34.69</b>	<b>36.42</b>	<b>38.24</b>	<b>40.15</b>
118	Community Planner II		<b>5,195</b>	<b>5,455</b>	<b>5,727</b>	<b>6,013</b>	<b>6,313</b>	<b>6,629</b>	<b>6,960</b>
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	<b>Grade 9</b>	<b>GS9</b>	<b>33.26</b>	<b>34.92</b>	<b>36.67</b>	<b>38.50</b>	<b>40.43</b>	<b>42.45</b>	<b>44.57</b>
	vacant		<b>5,766</b>	<b>6,053</b>	<b>6,357</b>	<b>6,674</b>	<b>7,008</b>	<b>7,358</b>	<b>7,726</b>

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)

**Appendix A- PAY SCHEDULE (page 5)**

**Effective July 1, 2024**, Step A of the pay scale shall be increased by the CPI-U January 2022 – January 2023 not seasonally adjusted (1.0% - 4.0%). Each subsequent Step shall be 5% greater than the lower step.

Attachment: 2021-2025 GS CBA Final (1414 : General Services Collective Bargaining Agreement)



hours per month, before being eligible for health insurance. The cost of health insurance for a part-time employee would cost about 65% of their wage.

**Classification Pay Plan:**

The following changes are being proposed to the Classification Pay Plan.:

- **Part A of the pay plan (General Service Bargaining Unit)** - 1.7% salary increase effective January 1, 2022, as negotiated in the July 1, 2021 - June 30, 2024 agreement.
- **Part B of the pay plan (Police Bargaining Unit)** - 3.5% salary increase as negotiated in the current Collective Bargaining agreement effective July 1, 2021.
- **Part C of the pay plan (management/non-represented)**
  - Update the minimum and maximum of the Human Resources Assistant
  - Addition of Construction Services Supervisor to the Salary Schedule.

The Council is asked to approve the 2021-2022 Classification Pay Plan with any revisions from the prior approved plan.

**RECOMMENDATION:**

Motion to approve Resolution\_\_\_\_\_, A Resolution 2021-2022 Revised Classification Pay Plan.

**ATTACHMENTS:**

1. 2021-2 Management Compensation and Classification Pay Plan Resolution
2. MCP Final May 2021
3. 2021-2 Final Pay Plan 2021-22

RESOLUTION NO. \_\_\_\_

**A RESOLUTION APPROVING THE REVISED MANAGEMENT COMPENSATION PLAN AND JULY 1, 2021 – JUNE 30, 2022 CLASSIFICATION PAY PLAN**

**RECITALS:**

- 1. Chapter 2.48 of the Central Point Code authorizes and directs the City Council to approve rules relating to personnel matters.
- 2. Policy #3.06.2 of the Personnel Policies and Procedures provides that the Council shall, by resolution, adjust the salaries and rates of compensation and benefits for all City officers and employees. The City Council deems it to be in the best interest of the City to make revisions thereto.

**The City of Central Point resolves as follows:**

The Management Compensation Plan and Classification Pay Plan for bargaining unit and management employees, as attached, is hereby ratified and approve.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_ day of May, 2021.

\_\_\_\_\_  
Mayor Hank Williams

**ATTEST:**

\_\_\_\_\_  
City Recorder

Attachment: 2021-2 Management Compensation and Classification Pay Plan Resolution (1415 : Revised Management Compensation Plan and



**City of Central Point**

**Management Compensation Plan**

Chris Clayton, City Manager

**ADOPTED BY COUNCIL** December 9, 2010

**REVISED** May 27, 2021

**EFFECTIVE** July 1, 2021

Attachment: MCP Final May 2021 (1415 : Revised Management Compensation Plan and Classification Pay Plan)



# Contents

Introduction..... 1

Section 1 – The Management Team ..... 4

Section 2 – Management Compensation Plan ..... 5

Section 3 – Salary Ranges ..... 7

Section 4 – Performance Evaluation..... 11

Section 5 – Total Compensation Package..... 15

Section 6 – Comparable Market Defined ..... 22

Section 7 – Conclusion ..... 23

Appendix A – Salary Schedule ..... 24

**This compensation plan is NOT A CONTRACT or bargained agreement.  
 This plan and the salary and benefits outlined herein may be changed  
 at any time with approval of the City Council.**

Attachment: MCP Final May 2021 (1415 : Revised Management Compensation Plan and Classification Pay Plan)



# INTRODUCTION

## Our City

Central Point is a small town, with a population of just over 17,700, in beautiful southern Oregon. It borders a city of approximately 82,000 and smaller communities with populations of less than 8,000. Central Point is bisected by both a major interstate highway and a rail line. An international airport is within 2 miles. Local medical and educational facilities are excellent, including several hospitals, clinics, a community college and state university. The area enjoys warm summers and mild winters and, although it is 200 or more miles in any direction to a larger metropolitan area, Central Point has wonderful theater, musical, and indoor and outdoor recreational opportunities within minutes of driving time.

The City of Central Point is a full-service municipal organization with a council-manager form of government. Although the town has been incorporated for over 125 years, as recently as 15 years ago the population was less than half the current figure and, as the city grows, so grows the organization. It is currently in the growth phase of its organizational life cycle. In 2007, the City Council adopted the following mission as part of the City's strategic plan update. In 2017, the City Manager adopted the following vision, values, and expectations for our employees.

## Our Mission

*It is the Mission of the City of Central Point to build and maintain a highly livable community by working in harmony and being a catalyst for partnership with all the members of the community, public and private.*

## Vision Statement

A better experience for those living in, working in, or doing business with, the City of Central Point.

## Statement of Values:

1. **Be Owners** – We own the work that is produced at the City of Central Point. To that end, we only allow quality products, documents and services to be delivered from our organization. Furthermore, when we fail to meet expectations, we accept responsibility, apply what we have learned, and move forward in a positive direction.
2. **Be Real** – Simply stated, be authentic/genuine in your communications with the public and with your colleagues.
3. **Be Bold** – Take appropriate risk and make compelling/constructive arguments; don't take unnecessary risks or be argumentative.

4. **Be Better** - Know your strengths and weaknesses and constantly seek ways to improve self, perspective, and performance. To “Be Better” requires being self-aware which promotes pluralism, allows us to be open to new ideas/solutions, and find long-term positive outcomes via our short-term failures.

### Expectations:

1. **Embrace the concept and ideals of “public service.”** The City of Central Point was incorporated in 1889 in order to serve the community and citizens. It is essential that those employed by, or volunteering for, the City of Central Point never lose sight of the fact that we exist to serve the Central Point community. The concept of commitment to the principles of civic duty should be at the heart of everything the City of Central Point does each and every day.
2. **Place an emphasis on excellent customer service.** It is essential that we serve the public in a courteous and professional manner. It is also important for the Central Point staff to be perceived as fair and equitable. Of course, as an organization we will not be able to say “yes” to every request or inquiry. However, in those instances when we must say “no,” it is important to deliver this message in a professional manner and to constantly seek alternate solutions for the public.
3. **Maintain the highest ethical standards.** It is essential that the City of Central Point staff earn and maintain the trust and respect of the organization and community. Consequently, it is essential that the City of Central Point establish and maintain a positive culture that is based on honesty and integrity. Each and every member of the city organization should always lead by example. We do the right thing, for the right reason, regardless of circumstance.
4. **Value cooperation, teamwork coordination, and partnership.** It remains essential that the City’s various departments and divisions work together to improve our community. The City of Central Point is an organization increasing in size and complexity. A primary component of our success depends on the willingness of every employee and volunteer to work in concert and have a unified organization mind-set.

It is also essential for the Central Point management team to work with various stakeholders in the community and the community itself to solve the challenges and problems that face Central Point. The City of Central Point has earned the reputation as a “partner” to business, development and citizens, and we must do all we can to foster this well-deserved reputation.

5. **Hold ourselves accountable to the community for our actions.** It is appropriate to tout organizational accomplishments; however, it is also just as important to take responsibility for our failures and shortcomings, and work as a group to solve

problems and minimize our shortcomings. This approach will help the entire organization earn the trust and respect of the community.

6. **Be innovative and results-oriented.** Each and every member of the Central Point staff should continuously seek out new strategies, ideas and solutions to improve the organization. The organization should continually strive for excellence and consistently question the “status quo.”
7. **Genuinely listen and treat each other with respect.** The quality of our employees dictates how well the City of Central Point is able to serve the community. Therefore, it is essential that we value each other and provide support needed in order to be successful. In addition, it is important to empower each other via communication so our decisions are well informed. Finally, the City’s management team and City’s labor organizations must work well together and embrace common goals and objectives. If differences arise, we must solve them in a professional and productive manner.
8. **Maintain a strong financial position.** It is imperative Central Point staff manage fiscal resources in a responsible and conservative manner. The City of Central Point’s taxpayer and ratepayers deserve nothing less than this level of care. Likewise, it is necessary for all employees to ensure that the City operates in an efficient and economical manner.
9. **Communicate very well, both within the organization and with the community.** It is essential that staff communicate in an honest and straightforward manner with each other and with the community as a whole. The City of Central Point should be candid and forthright, regardless if the news is positive or negative. It is also essential to maintain good lines of communication within the organization. We should actively listen to employees and follow up on ideas and suggestions. Finally, staff should always be open to new ideas, approaches, and solutions.
10. **Maintain a strong work ethic.** Regardless of circumstance, we should always do our best.

In summary, the City’s mission is to create, maintain, and sustain livability of the community. As a City, we recognize that to provide the best service to our clients, the citizens of Central Point, we must seek to have a management team that shares the mission, vision, values, and expectations of the City. To that end, an aligned management compensation plan has been created to encourage current and future managers of the City of Central Point to work as a team to create a government organization that puts the needs and desires of the citizens of Central Point above their own preferences, and strive to provide the necessary services in the most efficient and effective manner possible.

# Section 1. The Management Team

## 1.1 Management Team

The City's Management Team is comprised of the Executive Management Team and First and Second Tier Managers and confidential employees. The Management Team's job duties include: governmental accounting; budget; records management; city governance; public safety and law enforcement; public works including street construction, water distribution, storm water and flood hazard management; land use and urban planning; parks maintenance and recreation programming; human resources management; risk management; information technology; and facilities management.

The City's Management Team is composed of professional employees who have years of experience working in their profession or in local government. At a minimum, most positions in the management team require a college degree or equivalent experience, training, and certification.

The jobs covered by this plan are professional-level positions that require specialized training, certification and/or extensive experience. These are professional people in key positions of responsibility; it is important for the City to recognize this and compensate them at a fair, professional level. The term manager or employee may be interchanged to designate staff covered by the Management Compensation Plan.

**1.2 Executive Management Team** members report directly to the City Manager and include the Finance Director, Planning Director, Parks and Public Works Director, Human Resources Director, Police Chief, Information Technology Director, and City Recorder.

**1.3 First Tier Managers** report to a department director and include Police Captain, Parks and Recreation Manager, Parks/Public Works Operations Manager, Construction Services Supervisor, Building Division Manager, Safety & Risk Manager, Principal Planner, and Finance Supervisor.

**1.4 Second Tier Managers** report to a first tier manager and include the Police Office Manager, Police Lieutenants, and Park/Public Works Supervisor.

**1.5 Confidential Employee** is an employee classified as a confidential employee under ORS 243.650 including the Human Resources Assistant and Accountant.

**1.6 Part-time without benefits.** A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 120 hours in a calendar month. A "part-time without benefits" employee is not eligible for health insurance but may be eligible for other benefits as outlined in the Management Compensation Pay Plan.

**1.7 Non-Covered Positions** This Plan shall not cover anyone in a temporary position, in a position covered by a collective bargaining agreement, or anyone with an individual employment agreement.

## Section 2. Management Compensation Plan

### 2.1 Previous Strategy

At the time this plan was originally adopted in 2010, the management compensation strategy had not been reviewed in at least five years. It was basically an extension of the negotiated compensation for the two bargaining units, taking into consideration what other cities in the region were paying for management-level positions. There was no written pay strategy. When a position became vacant, the pay was reviewed at that time. The City prefers to promote current employees when possible and there is a written policy to this effect, but there was no established plan to address pay changes for promotional situations.

### 2.2 Management Compensation Plan – Strategic Purpose

The purpose of having a written management compensation plan is to develop a compensation strategy that is tied to the mission, vision, values, and expectations of the City of Central Point and the 2020 Strategic Plan and subsequent 2040 Strategic Plan. The compensation plan must be fair, legal, consistent, and understood by all. Having a written plan should eliminate, or at least reduce, the likelihood of inconsistencies, misunderstandings, and real or perceived discrimination.

### 2.3 Compensation Philosophy

This management compensation program is designed to provide adequate pay for all management employees. The goal of our total management compensation program is to foster and reward performance and dedication, while at the same time attracting suitable candidates, when needed, to fill vacancies.

#### 2.3.1 Principles

- Management pay ranges will be determined, by using the market average for the appropriate labor market as a target and an internal pay equity analysis of comparable work. Placement in the pay range will be determined by a pay equity analysis, and increases within the range will be merit-based and performance-driven.
- Benefits will include adequate health insurance at a reasonable cost to employees, and other benefits that promote a comfortable, secure workforce and encourage dedication to the City.
- Additional perquisites will include deferred compensation, health reimbursement arrangements, paid time off, and other consideration as specified in this plan.
- Incentives may be offered as part of the performance-driven pay structure codified in this plan, provided the parameters of the plan are adhered to.

### 2.3.2 Strategies

- Because the City of Central Point's success is dependent on capable and dedicated leaders, our compensation goals will strive to attract and retain individuals who share the mission and vision of the City.
- Our total compensation will be industry competitive and appeal to the type of professional employees we wish to attract and retain.
- We will adequately compensate all managers but we will reward those who go above and beyond in the furtherance of our mission.
- We will hold managers accountable for the duties and responsibilities of their positions. Regular and meaningful evaluations will be conducted to gauge accomplishments and assess deficiencies.
- We will endeavor to provide benefits that offer the most value to, and are appreciated by, our employees.
- We will promote dedication by providing growth and development opportunities to employees at all levels.
- We will strive to cultivate and promote future managers from within the organization whenever it is practical to do so.
- We will embrace an organizational culture that rewards excellent service to the citizens of Central Point.

**This compensation plan is NOT A CONTRACT or bargained agreement. This plan and the salary and benefits outlined herein may be changed at any time with approval of the City Council.**

## Section 3. Salary Ranges

### 3.1 Establishing Ranges

Each manager's pay will be established on a scale that includes a minimum and maximum range. Ranges will be proposed by the City Manager, with average salaries for comparable positions in comparable cities (as determined by a wage study of the appropriate labor market) being considered a "target" point. The market will be surveyed not less than every three years. Factors to be considered in determining the range for each position or position class should include:

- **Market Survey:** average minimum and maximum pay for comparable positions in comparable cities and cost of living changes
- **Scope of the position (Comparable Character):** duties and responsibilities, authority, liability, number of employees supervised, size and complexity of budget administered
- **Total compensation value:** takes into consideration the comparability of total compensation and benefits

Pay bands will be established by grouping similar positions and pay ranges.

#### 3.1.1 Changes to Salary Ranges

To attract and retain high quality professional employees, it is important to maintain a competitive compensation plan that incorporates current economic conditions. Beginning January 1, 2018, the minimum and maximum salary for each band will increase based on the U.S. City Average CPI-U July – July; not to exceed 2.5%. Changes to the salary schedule do not change a manager's salary unless the manager's salary is less than the minimum for the band; in such case, the manager's salary would increase to the minimum salary.

The salary range for each pay band may be adjusted by the City Manager not more than once in any 12-month period and, generally, any change in either the minimum or maximum of the range shall not be more than 10%. Any changes to the pay bands shall be brought to the City Council for approval in the form of a resolution setting forth the employee compensation plan.

### 3.2 Assigning Positions to Pay Bands

#### 3.2.1 New Positions

Any new management position shall be approved in accordance with City policy. New positions shall be assigned a pay band based on the recommendation of the Human Resources Director as supported by a market study described in Section 6 of this Plan and comparable character and similarity with existing management positions. New management positions covered under this Plan shall be incorporated into the first revision of the Plan following approval of the position.

### 3.2.2 Revised Positions/Job Changes

When a current management position covered under this Plan substantive changes in job duties, requirements or responsibilities, as delineated in an approved, written position description, the revised position shall be assessed. A market study of the revised position will be conducted and the position will be placed in the appropriate pay band and placement of the incumbent within the pay band's salary range will be done in accordance with 3.3 Individual Placement within Salary Ranges. A change in job title or job duties will not necessarily result in a change in pay band.

### 3.3 Individual Placement within Salary Ranges

Each manager's pay will be set within the approved salary range of the pay band for their position according to their qualifications, competencies, and the relative value of those qualifications and competencies to the position and to the City of Central Point, as determined by the City Manager. Work of comparable character factors to be considered in determining individual pay within the established range include, but are not limited to:

- **Competency:** demonstrated level of relevant knowledge, skills and abilities and training
- **Credentials:** formal education degrees and certifications
- **Experience:** job performance and relevant work history in comparable position(s)
- **Responsibility:** authority, liability, or other responsibility not already considered in establishing the range for the position
- **Performance:** performance of the duties and responsibilities of the position as documented in an annual performance evaluation
- Any **other relevant factor(s)** that warrant consideration

Placement on the salary range shall be at the discretion of the City Manager, except that such decision shall not be arbitrary or discriminatory.

#### 3.3.1 Initial Placement upon Promotion

In the event an employee is promoted from a non-management position to a management position, the employee shall be placed on the salary range for the management position in accordance with this plan. Incentive pay received by a bargaining unit employee prior to promotion shall be considered in respect to competency, credentials, and experience, but shall not be continued as incentive pay, except as specifically allowed for under this plan.

### 3.4 Individual Pay Changes

The City Manager shall have the sole authority to approve changes in individual managers' pay, provided the change does not result in more than a 6% increase in any one calendar year, and provided the salary remains within the approved pay range. In the event the City Manager wishes to increase any managers' pay by more than 6%, the City Manager must consult with the Mayor and justify the reason(s) for the increase.



In no case shall a change cause a manager's pay to fall outside of the approved salary range for that position's pay band. For example, if a manager is paid at the top of the approved salary range, he or she may not receive a pay increase until such time as the salary range is adjusted upward, substantive changes to the position warrant a change in pay bands, or other circumstances result in the decision of the city council to approve pay outside the approved salary range.

3.4.1 Market-driven pay changes When a salary survey conducted pursuant to this plan indicates that the pay range for positions in that pay band is significantly lower or higher than comparable positions in comparable cities, the pay range may be adjusted up or down accordingly. When the salary range for any individual position(s) within a band is significantly higher or lower than comparable positions in comparable cities, and other positions in the same pay band, the City Manager may propose moving a position from one pay band to another.

3.4.2 Performance-driven pay Individual salary changes will be based on the outcome of a bi-annual performance evaluation or goal setting session. To qualify for any performance-driven pay increase, the manager's final, bi-annual performance evaluation must, at a minimum, be "fully satisfactory" or from the outcome of the goal setting session. However, receiving satisfactory ratings alone shall not be an automatic basis for a pay increase. In the event a manager's performance falls below average or "need improvement," the City Manager may reduce the manager's pay. The City Manager shall be the sole grantor of pay changes for all managers, but the recommendation of the department director shall be considered prior to the City Manager making any pay changes for first or second tier managers. All performance-driven changes in pay must be specified in writing via the Personnel Action Form (PAF).

3.4.3 Part-time Employee Wages Each position is assigned a monthly salary range. Part-time employees will be paid based on the equivalent hourly rate of the monthly salary. The hourly rate is calculated by taking the monthly salary divided by 173.33 hours.

3.4.3 Timing Prior to January 1 each year, or following the completion of performance evaluations or goal setting sessions, whichever is later, the City Manager shall determine the amount of pay change, if any, to be made for each manager for the following calendar year. If performance evaluations or goal setting sessions are not completed prior to January 1, the City Manager may, in his or her judgment, opt to make pay changes retroactive to January 1 for some or all managers.

### 3.5 FLSA Exemption/Overtime

Positions covered by this plan that are exempt under the Fair Labor Standards Act are not subject to, or eligible for, overtime compensation for hours worked in excess of 40 in a week or any specific amount in a given day. Exempt managers are paid on a monthly salary basis to perform the duties of their position and are not required, nor expected, to keep track of the number of hours they work except as noted in Section 5.4.5 Recordkeeping. However, it is expected that exempt managers will work sufficient hours to complete their job duties in a timely manner and that they will generally be available during working hours. Additionally, managers are expected to attend meetings,

conferences and other functions appropriate to their work assignment, which may fall outside the typical “Monday through Friday, 8 to 5” schedule.

Non-exempt positions covered under this plan are eligible for overtime in accordance with the Fair Labor Standards Act and state law for hours actually worked in excess of 40 in a workweek. Non-exempt managers must submit an approved timesheet accounting for all hours worked. A non-exempt employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any approved overtime worked. Comp-time shall accrue at a rate of 1-1/2 the overtime hours actually worked with accrual balances reflecting the number of hours available to the employee. Compensatory time may be accumulated to a maximum of 80 hours. At the end of the fiscal or calendar year, comp-time balances may be paid off, at the City’s option, at the employee’s straight-time hourly rate.

### **3.6 Appealing Pay Decisions**

If a manager believes that he or she is not paid fairly, he or she may challenge the City Manager’s decision to increase, decrease, or make no change to the Manager’s pay. Any challenge must be made, in writing, to the City Manager within 15 calendar days after notification of any decision about pay. The written challenge must contain the specific amount of pay the manager believes he or she should receive, and a clear explanation of why the manager believes the City Manager’s decision is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager’s decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

## Section 4. Performance Evaluation

### 4.1 Bi-Annual Evaluation and Goal Setting Sessions

The performance of all managers covered by this plan shall be evaluated at least bi-annually. Any performance-driven pay changes will be based on the outcome of an annual evaluation of the managers' overall job performance or based on the goal setting session. The City Manager, or department director, in the case of a first or second tier manager, will take into consideration the manager's self-evaluation as well as peer and/or staff evaluations in preparing the final performance evaluation. The results of the final evaluation must support any performance-driven pay change.

### 4.2 Self Evaluation

The annual self-evaluation is an opportunity for the manager to expound on his or her goals and accomplishments during the evaluation period. The evaluator (City Manager or department director) will review the self-evaluation prior to evaluating the manager. The self-evaluation is to be completed and submitted to the evaluator on or before the date set by the evaluator, except that the manager shall be afforded not less than two weeks to complete and submit the self-evaluation.

Goal Setting and Attainment: The self-evaluation will focus on goal setting and attainment, professional development, and overall contribution to the organization, and include, as an example, such information as:

- Has the manager set and attained departmental and professional development goals, and do these goals serve to further the city's' strategic plan or City Mission and Values?
- Has the manager kept up with the latest issues in their profession?
- How has the manager contributed to the overall success of the organization?
- How does the manager perceive his or her peers and subordinates to view the manager's contribution to the organization/job performance?
- A list of accomplishments for the year should be provided

### 4.3 Peer and Staff Evaluation

The peer and staff evaluations will be conducted bi-annually prior to the bi-annual performance evaluation and will focus on cooperation and teamwork, integrity and respect, leadership, supervision, policy application, communication, responsiveness and the manager's impact on the organization as perceived by peers, subordinates and others.

Like the self-evaluation, the peer and staff evaluation results will not be used independently in the final evaluation, but rather, will be provided to the manager for use in the self-evaluation and to the City Manager/department director for incorporation into the final evaluation.

#### 4.4 Final Performance Evaluation

The City Manager's evaluation, or department director's evaluation with the City Manager's approval, will be the final, official performance evaluation and will be the instrument used to substantiate any performance-driven pay changes. The final evaluation will be based on the City Manager's or department director's own assessment of the manager's job performance, taking into consideration the self-evaluation and peer and/or staff evaluation. The City Manager shall consult with the department director regarding all first and second tier manager evaluations and the department director shall defend his or her assessment of the manager's performance and final evaluation rating(s) *prior* to the department director meeting with the manager about the evaluation. The City Manager's signature on a Personnel Action Form approving a performance-based pay change shall serve as evidence of the City Manager's concurrence with the department director's evaluation of a first or second tier manager.

#### 4.5 Evaluation Factors

The evaluation factors used for the final performance evaluation will include the following, or variations thereof at the City Manager's discretion:

a. Job Knowledge and Job Performance

*How well has the manager demonstrated the knowledge, skills and abilities required to accomplish the assigned tasks and goals of their job?*

b. Integrity, Respect and Ethics

*How dependable is this manager in respect to honesty, follow through, fairness, accountability, respecting others, ethical standards, and adhering to City policies and collective bargaining agreements?*

c. Performance Management/Supervision and Administrative Duties

*How well does this manager manage the personnel aspect of his or her department? Are personnel matters dealt with appropriately and in a timely manner? Are meaningful and timely performance evaluations completed? Does the department head hold supervisors accountable? Is proper documentation maintained? Are timesheets turned in on time and correctly? Does this manager adequately account for his or her time?*

d. Leadership and Goals (city, department, professional)

*How well has this manager furthered the mission of the city and vision, values, goals and expectations of the organization, set and attained department goals, and set and attained professional goals? How do this manager's peers and staff feel about his or her leadership ability and contribution to the organization?*

e. Commitment to Organization/Teamwork

*How well does this manager demonstrate a commitment to the organization and to teamwork, focusing on the whole organization as opposed to a department first focus?*

f. Commitment to Safety and Limiting Liability to the City

*How committed is this manager to employee and citizen safety as evidenced by training, type and frequency of injuries or incidents relative to the position/department? Do they give effort and commitment to reducing liability for the city, including following and applying policies and leading by example?*

g. Communication

*Does this manager effectively communicate with others? Are his or her interactions effective and appropriate? Are they responsive to staff and coworkers? Does he or she provide timely information; maintain cooperative business relationships; and is communication respectful, courteous and focused on the issue at hand?*

h. Problem Solving and Judgment

*How effectively and efficiently does the manager contribute to solving problems encountered by the organization as the organization works toward accomplishing its goals?*

i. Attitude, Motivation and Work Ethic

*How does this manager's attitude, motivation and work ethic impact their job performance and overall contribution to the success of the city?*

j. Overall

*Overall, how well does this manager perform, taking into consideration the performance of the various duties and responsibilities of his or her job; their attendance as it relates to availability, participation and reliability; and their general conduct with respect to honesty, integrity, accountability, dependability, trust, teamwork and respect?*

#### 4.6 Evaluation Ratings

The factors used in the determination of performance will be rated on a scale such as 3 = exceeds expectations, 2 = fully satisfactory, 1 = below average, and 0 = unacceptable. Each evaluation rating shall be supported by comments provided in the evaluation document. The final evaluation shall take into consideration the self-evaluation, peer and staff evaluation, department director's assessment for first and second tier managers, and City Manager's assessment, as well as any other source of input the City Manager deems appropriate to make the assessment. The City Manager may revise the evaluation criteria, provided that any substantive change in evaluation criteria be communicated to the managers.

Managers should have completed evaluations of their own subordinate employees prior to their own evaluation being done.

#### 4.7 Timeline

Performance evaluations or goal setting sessions for managers are to be completed prior to December 31<sup>st</sup>.

#### 4.8 Unsatisfactory Performance

In addition to being subject to a potential performance-driven pay decrease that year, any manager who receives a rating of below average or unacceptable in *any* factor on the final evaluation may be placed on a work plan for the purpose of improving performance. A work plan will normally be in the form of a written plan but, depending on circumstances, may be in the form of a documented verbal discussion at the time of the evaluation meeting. Except when circumstances warrant, a performance review will be scheduled not less than 45 days and not more than 180 days after receipt of the work plan, at which time the manager's performance will be re-assessed. If improvement has been made, the manager may be deemed to have satisfactory performance, or a subsequent re-evaluation may be scheduled. Every effort will be made to assist the manager in making the necessary improvement to successfully perform the job duties. However, if the manager fails to improve after being given adequate time and resources for improvement, the manager may be subject to disciplinary action, up to and including termination.

#### 4.9 Appealing Performance Evaluations

The criterion established for performance evaluations is intentionally rigorous and designed to identify those who perform at, above, or below expectations. If a manager believes that he or she was not rated fairly in the evaluation, he or she may challenge the City Manager's decision. Any challenge must be made, in writing, to the City Manager within 15 calendar days after receipt of the performance evaluation. The written challenge must contain the specific evaluation factor(s) being challenged and a clear explanation of why the manager believes the City Manager's evaluation is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager's decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

## Section 5. Total Compensation Package

### 5.1 Salaries

Salaries are determined by the position, individual qualifications, performance, and market comparison. The City Manager proposes the salary range for each pay band and determines which pay band positions or position classes will be assigned. The City Council shall approve the salary ranges and pay bands as part of the classification pay plan. All managers will receive pay in the form of monthly salary, which will be within the approved minimum and maximum set for the pay band.

In addition to the pay outlined in Section 3 of this Plan, the total management compensation package will consist of other benefits as detailed below for all positions listed in Appendix A.

### 5.2 Additional Compensation

**5.2.1 Health Reimbursement Arrangement** The City has adopted the HRA VEBA standard plan offered and administered by the Voluntary Employee's Beneficiary Association Trust for Public Employees in the Northwest. The standard plan shall be integrated with the City's group medical plan and the City shall remit contributions only on behalf of eligible employees who are enrolled in or covered by the City's group medical plan. The City will contribute semi-monthly to an established HRA VEBA account for each manager covered under this compensation plan who is also enrolled in or covered by the City's group health insurance plan. Eligible employees must submit a completed and signed enrollment form to become an eligible participant and become eligible for benefits under the plan.

Contributions on behalf of each eligible manager shall be based on direct employer contributions. The amount of contribution to the HRA, until changed by way of adoption of revisions to this Plan, shall be \$72.50 each pay period worked, contributed on a semi-monthly basis on behalf of eligible full-time managers. Part-time managers are eligible for a prorated contribution based on FTE if they are an active participant in the City's group health insurance plan.

**5.2.2 Retirement: PERS** The City will pay both the employer's and employee's contribution to the Oregon Public Employee Retirement System.

**5.2.3 Deferred Compensation** Managers will be allowed to take advantage of any "457" deferred compensation program offered by the City by having any or all monetary compensation contributed to such account(s), subject to I.R.S. rules.

At the sole discretion of the City, the City may elect to implement any configuration of tax deferral, retirement, or "money purchase" plan and make contributions to such plans as an optional method of compensation. For example, in any given year, the City may elect to give pay increases in the form of a 457 or 401a contribution, or a contribution match of up to the maximum of 6%. Any option to make a contribution to such program(s) as a method of providing a pay increase will normally apply to all employees in a given group (executive team, Tier 1, Tier 2) covered under this Management Compensation Plan (not made on an individual basis). Any option to make matching

contributions will require the manager to contribute to an account. Options described in this section may be used in lieu of, or in combination with, traditional salary increases. Managers understand that any matching contributions will be contingent upon the manager contributing at least the amount of the match to their account and that the amount of total compensation received might be decreased if the manager does not contribute at least the amount of the proposed match.

5.2.4 Sign on Bonus At the sole discretion of the City Manager, a one-time sign on bonus of up to \$7,500 may be offered at the time of recruitment for any management position. The decision to offer a sign on bonus shall normally be driven by difficulty in recruiting qualified applicants for a position, and industry expectations. The amount of the sign on bonus shall be at the discretion of the City Manager, except that the Human Resources Director shall be consulted.

In the event a manager receives a sign on bonus and subsequently resigns from the position within two years of receiving the bonus, the bonus benefit amount shall be refunded to the City on a prorated basis as follows:

Less than 6 months of service	100% refunded to city
6 months to 1 year of service	75% refunded to the city
1 year to 2 years of service	50% refunded to the city

The manager will be required to sign a sign on bonus agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

5.2.5 Relocation Assistance At the sole discretion of the City Manager, relocation assistance may be negotiated during the job offer phase of hiring a new manager from out of the area. Only those individuals who meet the following criteria shall be eligible to negotiate relocation assistance: 1) must be relocating from more than 50 miles away, 2) must be relocating to at least within 50 miles of Central Point, and 3) must be relocating a distance of at least 50 miles. Up to \$5,000 relocation assistance may be offered to an individual who relocates to within the city limits or Urban Growth Boundary (UGB) of Central Point. A new manager relocating to an area outside of the Central Point city limits or UGB may be offered a maximum of \$2,500. In the event a manager negotiates relocation assistance and subsequently resigns from the position or is terminated for cause within two years of receiving the assistance, the assistance benefit amount shall be refunded to the city on a prorated basis as follows:

Less than 6 months of service	100% refunded to city
6 months to 1 year of service	75% refunded to the city
1 year to 2 years of service	50% refunded to the city

Refunding of relocation assistance shall apply only in the event of a voluntary resignation or termination for cause. Additionally, if relocation assistance is provided to relocate within the Central Point city limits or UGB and, within 2 years, the manager subsequently moves from the City limits or UGB but remains in their management position, any amount of relocation assistance paid in excess of \$2,500 shall be refunded to the City using the above pro rata scale. The manager will be required



to sign a relocation assistance agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

5.2.6 Police Management Fitness Incentive The Police Management Fitness Incentive Program is based on the fundamental belief that an active lifestyle is likely to increase productivity, optimize health and decrease absenteeism while maintaining a higher level of readiness. The goal is to motivate sworn members of the police administrative team to prepare for and participate in an approved physical fitness assessment designed to measure both aerobic conditioning and muscular strength. Fitness testing is offered two times per year. Police Lieutenant and Police Captain who successfully complete the semi-annual fitness testing are eligible for the Fitness Incentive. The incentive is 1% of the average hourly salary for all employees in that position, times 1040 hours, and rounded to the nearest dollar. The Fitness Incentive is paid out in January and July. Employees who do not participate or do not pass are not eligible for the Fitness Incentive.

5.2.7 Gym/Weight Management membership reimbursement. The City will reimburse managers up to twenty-five dollars (\$25) per month towards membership in a recognized fitness club, weight loss program, or City of Central Point Recreation health/fitness program they are actively participating in. The City has the sole discretion in determining which clubs/programs it will reimburse. Reimbursements will be made quarterly through payroll provided itemized receipts are received within six months.

### 5.3 Non-Monetary Benefits

In addition to the monetary compensation outlined in this plan, eligible managers shall receive the following benefits. All benefits will be taxed in accordance with applicable Internal Revenue Service (IRS) regulations.

5.3.1 Health Insurance The City and the manager will share the cost of health insurance premiums with the City paying 90% and the full-time manager paying 10% of the premium. Managers working less than full-time meeting the eligibility requirements of the insurance plan will participate in the City's insurance plan. Managers who are "part-time without benefits" are not eligible for health insurance even if they exceed 79.75 hours per month. The part-time employee premium cost will be the lesser of 20% of the total premium or the maximum allowed to comply with the affordability provision in the Affordable Care Act or subsequent act.

Where feasible, health insurance cost savings measures will be implemented. In the event any cost savings measures result in coverage that is less than comparable to current coverage, managers will be notified as early as possible of the change and given the opportunity to propose an alternative to the cost savings measure. Proposed alternatives must be presented, in writing, within 45 calendar days of the notice. The City shall maintain the sole right to implement or reject any proposed changes.

5.3.2 §125 Flexible Spending Account The City offers an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free deduction. Additionally, managers will have the opportunity to participate in a flexible spending

account to use pre-tax dollars for dependent and health care expenses pursuant to I.R.S. regulations.

5.3.3 Life Insurance The city will pay the premium on a group term life insurance policy in the amount of the annual base salary to a maximum of \$100,000 for managers meeting the eligibility requirement of the insurance carrier. The manager shall have the option of purchasing, at their own expense, additional life insurance for themselves and/or family members pursuant to the insurance policy provisions.

5.3.4 Long Term Disability The city will pay the premium on a long term disability policy with a 90 day elimination period that provides a benefit of 66-2/3% of base salary, up to a maximum of \$3,000 per month for managers meeting the eligibility requirements of the insurance carrier.

5.3.5 Cell Phone Allowance A monthly stipend may be paid to managers who are required to be available by phone while away from the office or outside of business hours, in accordance with city policy. Managers who elect to use a City-owned cell phone are not eligible for a stipend.

5.3.6 Use of Car At the sole discretion of the City Manager, the use of an assigned City vehicle may be negotiated for a manager. Any such use shall be based solely on appropriateness for the position, and subject to applicable I.R.S. rules.

5.3.7 Air Miles and Other Purchase-Related Benefits Although managers are issued purchasing cards for making authorized, work-related purchases, it is understood that, occasionally, under certain limited circumstances, the use of a personal purchasing card for making work-related purchases may be warranted. The use of personal cards for work-related purchases shall be infrequent. A manager shall be entitled to any benefits or rewards, such as air miles, hotel points or cash back, associated with work related purchases and such benefits or rewards shall be considered part of the managers' salary and compensation.

5.3.8 Use of City Resources The use of City resources on a limited and occasional basis shall be considered part of the manager's total salary and compensation. Examples of such use may include photocopiers, printers, computers, tablets, phones and other technology, provided such use does not violate the City's acceptable use policy. Additionally, except for items such as portable information technology (i.e., laptop, iPad, etc.) such use of city resources shall not include taking items off City premises (i.e., this provision does not allow for taking tools or equipment home).

5.3.9 City sponsored events The City sponsors community events such as the Wild Rogue Pro Rodeo and Red, White, and BOOM. Gifts such as event tickets, special seating, prizes, etc. that are given from the event organizer to the City may be accepted by the manager and are considered part of their official compensation package per ORS 244.040 (2) (a) and City of Central Point Resolution No. 1450.

5.3.10 Travel, Training and Education Expenses Managers are covered by city policy regarding travel, training and tuition reimbursement, and such reimbursements are taxed in accordance with IRS rules. Furthermore, it is understood that managers attending training or

conferences may receive training materials, training aids, devices, gifts, prizes, etc. Managers shall be allowed to personally keep such materials provided to, or received by, attendees at training, conferences, or courses paid for or reimbursed by the City as part of the manager's total salary and compensation.

## 5.4 Paid Time Off

The City recognizes the importance of time away from work for personal lives, and believes managers should receive paid time off for certain holidays, vacations, personal time, and for when they are unable to come to work due to illness or injury. To this end, managers shall be granted time off under the following provisions.

5.4.1 Paid Legal Holidays Except as otherwise specified in 5.4.1(a) and (b), managers shall receive the following holidays off without loss of pay.

New Year's Day	Independence Day	The day after Thanksgiving
Martin Luther King Jr. Birthday	Labor Day	Christmas Eve
President's Day	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	Two Floating Holidays

Floating holidays are to be taken as whole days (8 hours). One floating holiday will accrue on January 1 and one will accrue on July 1. Floating holidays must be used in the calendar year in which they accrue. Unused floating holidays will be lost each year and will not "roll" from one calendar year to the next and will be forfeited.

Except for floating holidays, if the holiday falls on a Saturday, the preceding Friday will be the paid day off unless that Friday is already a paid holiday, then the following Monday will be the paid day off. If the holiday falls on a Sunday, the following Monday will be the paid day off unless that Monday is already a paid holiday, then the previous Friday will be the paid day off.

If a manager chooses to or is required to work on a holiday, no additional compensation shall be granted.

5.4.1(a) Part-time managers covered under this plan shall receive legal holidays and floating holidays on a prorated basis.

5.4.1(b) Non-exempt full time police lieutenants shall receive 104 holiday bank hours in lieu of receiving the above holidays off. The holiday accrual bank shall be credited in a lump sum twice each year with 52 hours accruing on January 1 and 52 hours accruing on July 1. Holiday bank hours must be used within 12 calendar months of accrual or the hours will be forfeited. Holiday bank hours shall not accrue beyond 104 hours at any one time for any reason. If a manager's holiday bank hours are greater than 52 hours on January 1 or July 1, the number of hours added to the bank shall be such that the total is not more than 104 hours. No payment will be made for the loss of any hours due to failure to use them within the 12 calendar month limit. Whenever practicable, non-exempt,

full time managers who accrue holiday bank hours under this provision are expected to use holiday bank hours on paid holiday dates as described in this section. The 104 hours of holiday bank is equivalent to the 11 paid holidays and 2 floating holidays provided to other full-time managers covered under this plan.

5.4.2 Paid Vacation The City encourages managers to take time off occasionally for vacations away from work. It is expected that managers will, at a minimum, take at least one week of vacation each year in a block of at least one full workweek. Executive Management Team members' notice of the intent to take vacation shall be submitted to the City Manager as far in advance as practicable, and shall be noted on the City's "Department Head Vacation Calendar." First and second tier managers shall submit notice of the intent to take vacation to the department head as far in advance as practicable. Vacation accrual for full time managers shall be as follows, except that the City Manager may, at his or her sole discretion and when circumstances warrant it, place a manager on the accrual chart at any level.

1 <sup>st</sup> through 4 <sup>th</sup> year of service	10 days (80 hours)
5 <sup>th</sup> through 9 <sup>th</sup> year of service	15 days (120 hours)
10 <sup>th</sup> through 14 <sup>th</sup> year of service	20 days (160 hours)
15 <sup>th</sup> year of service and beyond	25 days (200 hours)
On the anniversary of the 20 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 25 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 30 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)

The maximum vacation accrual for any manager at any time shall be 25 days (200 hours) per year. Vacation shall be allowed to accrue to a maximum of two times the annual accrual rate, but in no case shall accrual be more than 400 hours. Additional awards for longevity shall be counted in the maximum accrual.

Vacation will be paid out at the time of separation. Managers will be allowed to sell back unused vacation hours in accordance with current City policy.

Employees who are promoted from within City service into a management position under this management compensation plan shall have their years of service with the City count toward their vacation accrual in the manager position. One-time longevity awards shall only be awarded for current service milestones. For example, a 23-year employee who is promoted into a position covered by this Management Compensation Plan shall be eligible for the 25 year award at 25 years of service, but would not be awarded a 20 year award retroactively.

Part-time managers covered under this plan shall accrue vacation on a prorated basis.

5.4.3 Sick Leave Full-time managers shall accrue four hours of sick leave for each pay period worked. Sick leave shall be allowed to accrue without limit. Except as provided for in a current City policy or separation agreement, unused sick leave hours shall not be compensated at separation, but will be reported to PERS. Part-time managers covered under this plan shall accrue paid sick leave on a prorated basis.

5.4.4 Management Leave It is recognized that full-time, exempt managers covered by this plan are compensated on a salary basis and do not receive additional compensation for meetings, travel and work outside of the “regular work week.” However, in recognition of the additional time commitments of exempt managers, each exempt manager shall receive 56 hours of Management Leave annually on July 1. Management leave must be used within one year of being received. Any management leave remaining on June 30 will be forfeited. Management leave accrual shall be prorated for new managers.

5.4.5 Record Keeping FLSA non-exempt employees are required to submit a timely timesheet, signed by their supervisor, that accurately reflects their hours worked and leaves taken during each pay period. Although exempt managers are not required to keep track of their hours worked for the purpose of pay, they are required to keep track of their use of accrued or banked leaves and submit a timely leave report, signed by their supervisor, that accurately reflects leaves used during each pay period.

## 5.5 Changes in Benefits upon Moving to a Management Position

Managers shall only receive benefits that are afforded to management employees under this management compensation plan or approved City personnel policy(s). At any given time, an employee shall only have accrued time “on the books” that other employees in the same employee group accrue.

When an employee changes from a bargaining unit position to a management position, all accrued compensatory time and, if applicable, holiday bank time shall be paid out at the previous hourly rate at the time of the change and in accordance with the applicable bargaining agreement or policy. An employee changing to a non-exempt management position shall be allowed to accrue comp time in lieu of overtime in accordance with the provisions of this plan, but shall enter the position with a zero balance of accrued comp time. An employee changing to a non-exempt Lieutenant position shall accrue holiday bank leave in accordance with the provisions of this plan, but shall not be allowed to exceed the holiday bank hours caps described in this plan.

## 5.6 Application of this Plan and City Policies

Managers are covered by and expected to follow all City policies. Where City policy and the Management Compensation Plan differ, the Management Compensation Plan shall be applied except that where the Management Compensation Plan is silent on a benefit that is provided for in a current City policy, the policy shall apply. An example might be the Sick Leave Donation Bank. The Management Compensation Plan does not specifically address the Sick Leave Donation Bank but City Policy states that employees are eligible except as otherwise provided for in a collective bargaining agreement or management compensation plan. Since the Management Compensation Plan does not preclude participation, the policy shall govern.

## Section 6. Comparable Market Defined

The cities selected for the market comparison shall be determined at the time any market survey is done based on criteria set forth in this document. The “comps” may vary from year to year as a city may meet the criteria one year but not the next, or a city that did not meet the criteria one year may meet it the next.

**6.1 Defining the Market** The criteria for market comparables will be:

- a. Oregon cities with a population of between 9,300 and 29,000, based on the most recent Portland State University population estimate (this criterion is based on current Central Point population of 17,855 as of July 1, 2020 and would be adjusted for population changes);
- b. Located within a metropolitan area of at least 100,000;
- c. Median housing prices within 25% of Central Point’s median housing prices at the time of the survey.
- d. If in any year an inordinately large or insufficient number of cities meet these criteria the median housing range may be reasonably adjusted up or down.

**6.2 Additional Considerations**

Additionally, to the extent practical, the total compensation package, including monetary compensation and monetary and non-monetary benefits such as PERS contributions, health insurance premium sharing and out of pocket expense, HRA contributions, and paid leaves, should be considered in determining the relative comparability of the cities meeting the market comparables criteria.

Within the cities that meet the above criteria, only those positions that are legitimately analogous will be compared. Criteria to determine the comparability of positions will include, but not necessarily be limited to, the following:

- a. Reporting structure (both up and down)
- b. Scope of position as set forth in the position description
- c. Department budget

The City will make every effort to obtain compensation information from comparable cities. However, it is understood that obtaining such information is dependent upon the cooperation of the surveyed cities. Where survey information is not provided, the City will attempt to gather the information from other sources in an effort to fairly determine appropriate salary ranges for City of Central Point management positions.

## Section 7. Conclusion

The goal of this management compensation plan is to fulfill the various functions for which it was created:

- To align management compensation for the City of Central Point with the mission and goals of the City.
- To incentivize exceptional performance of managers.
- To move toward meeting the wishes of the City Council and the needs of the managers, who have indicated a preference for a performance-based pay plan to that of an entitlement-based plan.
- To lay the foundation for incorporating pay for performance organization-wide.

The City of Central Point, although more than 125 years old, is in the growth phase of the organizational life cycle. We are refining policies and procedures and making changes where change is needed in order to move forward as an organization. The recent economic climate placed the City in a position of having to do more with less year after year. As the economy rebounds and begins to grow again, the efficiency and exceptional performance encouraged and rewarded by this Plan will continue to contribute to the City's prosperity.

**This compensation plan is NOT A CONTRACT or bargained agreement.  
This plan and the salary and benefits outlined herein may be changed  
at any time with approval of the City Council.**

## Appendix A

Salary Schedule for Management Positions effective July 1, 2021

Band	Tier	Position	Minimum	Maximum
C	C1	Human Resources Assistant (non-exempt)	\$3,700	\$4,500
I-NE	T2	Accountant (non-exempt)	\$4,774	\$6,560
I	T2	Parks & Public Works Supervisor	\$5,616	\$7,541
I	T2	Police Office Manager	\$5,616	\$7,541
I	T1	Finance Supervisor	\$5,616	\$7,541
I	T1	Parks and Recreation Manager	\$5,616	\$7,541
I	T1	Safety & Risk Manager	\$5,616	\$7,541
I	T1	Construction Services Supervisor	\$5,616	\$7,541
I	ET	City Recorder	\$5,616	\$7,541
II	T1	Building Division Manager	\$6,738	\$8,717
II	T1	Parks & Public Works Operations Manager	\$6,738	\$8,717
II	T1	Principal Planner	\$6,738	\$8,717
III	ET	Director (Information Technology, Finance, Human Resources, Parks & Public Works, Community Development, and Planning)	\$7,115	\$10,000

Police Band	Tier	Position	Minimum	Maximum
PI	T2	Police Lieutenant (non-exempt)	\$6,738	\$8,717
PII	T1	Police Captain	\$7,115	\$10,000
PIII	ET	Police Chief	\$9,030	\$11,500

“T1” = Tier 1 Manager

“T2” = Tier 2 Manager

“ET” = Executive Management Team

“C1” = Confidential employee

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at any time with approval of the City Council.**





**Classification Pay Plan Effective July 1, 2021 - June 30, 2022**

**Part A: General Service Bargaining Unit Positions (hourly) (monthly)**

**Schedule Effective 7/1/20 - 12/31/21**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
122	Utility Laborer	<b>GS2-3</b>	16.76 2,905	N/A					
100	Office Assistant	<b>GS2-3</b>	16.76 2,905	17.60 3,051	18.48 3,203	19.40 3,363	20.37 3,531	21.39 3,708	22.46 3,893
101	Account Clerk: Finance/Public Works	<b>GS4</b>	18.28 3,169	19.19 3,326	20.15 3,493	21.16 3,668	22.22 3,851	23.33 4,044	24.50 4,247
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
106	Assistant Engineering Technician	<b>GS5</b>	20.54 3,560	21.57 3,739	22.65 3,926	23.78 4,122	24.97 4,328	26.22 4,545	27.53 4,772
107	Customer Service Technician								
108	Equipment Maintenance Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
112	Acctg/Business Services Coordinator	<b>GS6</b>	22.75 3,943	23.89 4,141	25.08 4,347	26.33 4,564	27.65 4,793	29.03 5,032	30.48 5,283
113	Parks Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
115	Community Planner I	<b>GS7</b>	25.08 4,347	26.33 4,564	27.65 4,793	29.03 5,032	30.48 5,283	32.00 5,547	33.60 5,824
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
118	Community Planner II	<b>GS8</b>	28.06 4,864	29.46 5,106	30.93 5,361	32.48 5,630	34.10 5,911	35.81 6,207	37.60 6,517
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	vacant	<b>GS9</b>	31.15 5,399	32.71 5,670	34.35 5,954	36.07 6,252	37.87 6,564	39.76 6,892	41.75 7,237

**Part B: Police Bargaining Unit Positions**

**Schedule Effective 7/1/21 - 6/30/22**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	3,612	3,793	3,983	4,182	4,391	4,611
201	Community Services Officer	P117	3,833	4,025	4,226	4,437	4,659	4,892
202	Police Officer	P145	4,913	5,159	5,417	5,688	5,972	6,271
203	Corporal	P150	5,434	5,706	5,991	6,291	6,606	6,936

Attachment: 2021-2 Final Pay Plan 2021-22 (1415 : Revised Management Compensation Plan and Classification Pay Plan)



**Part C: Non-Bargaining Unit, Management Positions Schedule effective 1/1/21**

Monthly

Position#	Classification Title	Grade	Minimum	Maximum
002	Human Resources Assistant (non-exempt)	C	3,700	4,500
516	Accountant (non-exempt)	I-NE	4,774	6,560
500	Finance Supervisor	I	5,616	7,541
501	City Recorder	I	5,616	7,541
502	Parks & Recreation Manager	I	5,616	7,541
503	Parks & Public Works Supervisor	I	5,616	7,541
507	Police Office Manager	I	5,616	7,541
517	Safety & Risk Manager	I	5,616	7,541
518	Construction Services Supervisor	I	5,616	7,541
508	Police Lieutenant (non-exempt)	P-I	6,738	8,717
504	Parks & Public Works Operations Mgr	II	6,738	8,717
505	Building Division Manager	II	6,738	8,717
506	Principal Planner	II	6,738	8,717
509	Police Captain	P-II	7,115	10,000
511-515	Department Director (CD-PLAN, FIN, HR, IT, PPW)	III	7,115	10,000
510	Police Chief	P-III	9,030	11,500

**Part A: General Service Bargaining Unit Positions (hourly) (monthly) Schedule Effective 1/1/22 - 6/30/22**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	<b>Grade 2-3</b>	<b>GS2-3</b>	17.04	N/A					
122	Utility Laborer*		2,954						
	*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.								
	<b>Grade 2-3</b>	<b>GS2-3</b>	17.04	17.89	18.78	19.72	20.71	21.75	22.84
100	Office Assistant		2,954	3,101	3,256	3,419	3,590	3,770	3,959
	<b>Grade 4</b>	<b>GS4</b>	18.59	19.52	20.50	21.53	22.61	23.74	24.93
101	Account Clerk: Finance/Public Works		3,223	3,384	3,554	3,732	3,920	4,115	4,322
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
	<b>Grade 5</b>	<b>GS5</b>	20.89	21.93	23.03	24.18	25.39	26.66	27.99
106	Assistant Engineering Technician		3,621	3,802	3,992	4,192	4,401	4,622	4,852
107	Customer Service Technician								
108	Equipment Maintenance/Fab. Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
	<b>Grade 6</b>	<b>GS6</b>	23.14	24.30	25.52	26.80	28.14	29.55	31.03
112	Acctg/Business Services Coordinator		4,011	4,212	4,424	4,646	4,878	5,122	5,379
113	Utility Maintenance Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
125	Arborist								
	<b>Grade 7</b>	<b>GS7</b>	25.51	26.79	28.13	29.54	31.02	32.57	34.20
115	Community Planner I		4,422	4,644	4,876	5,121	5,377	5,646	5,928
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
	<b>Grade 8</b>	<b>GS8</b>	28.54	29.97	31.47	33.04	34.69	36.42	38.24
118	Community Planner II		4,947	5,195	5,455	5,727	6,013	6,313	6,629
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	<b>Grade 9</b>	<b>GS9</b>	31.68	33.26	34.92	36.67	38.50	40.43	42.45
	Vacant		5,492	5,766	6,053	6,357	6,674	7,008	7,358

Attachment: 2021-2 Final Pay Plan 2021-22 (1415 : Revised Management Compensation Plan and Classification Pay Plan)