Collective Bargaining Agreement

by and between

THE CITY OF CENTRAL POINT

(General Service)

and

TEAMSTERS

Local Union No. 223

July 1, 2014— June 30, 2017

Ratified: August 14, 2014

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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 less than 180 calendar days 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 80 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 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share" Agreement and the City shall deduct from the first pay check of each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within 10 days after the deduction is made.

4.3 Religious Objection. Any employee who is a member of a church or a religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The City shall deduct from the first pay check of each employee, each month, the payments to such charitable organization and remit the same to the charitable organization within 10 days after the deduction is made. The City shall supply proof to the Union, each month that this has been done.

4.4 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, 4.2, and 4.3. No claims shall be filed by employees or the Union for such deductions made or not made.

4.5 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.

4.6 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.

4.7 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.

4.8 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 an 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 approved by 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 Overtime. Required overtime shall be paid at 1½ times the regular hourly rate for all hours worked 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.

11.3 Flex Time. With advance notice 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 11.2.

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 11.2.

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 11.2.

11.4 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.

11.5 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.

11.6 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).

11.7 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, time annexed to the beginning or end of the work shift, or an employee being compensated for on-call status (an on-call employee responding to a call out shall be compensated under 11.8. but shall not be entitled to the 2 hour minimum call back provision).

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.

11.8 On-Call Status. Public Works employees who meet the established criteria posted by the Public Works Director shall be placed on an on-call rotation schedule. 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. Each eligible employee shall serve one week on-call until each eligible employee has served one week and then the rotation will begin over again. The on-call employee shall only be eligible for on-call compensation for times other than during the regular work day.

11.8.1 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.

11.8.2 Comp-time in lieu of pay. If the employee scheduled to be on-call elects to receive comp-time in lieu of on-call pay, comp time balances shall be adjusted as follows:

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 day Monday through Friday.

b. An additional 6 hours of comp-time shall be added to the employee's comp-time balance for a week of on-call rotation that includes a scheduled holiday listed in Section 16.1 and

observed during the regular work week, except (k), day before Christmas, December 24, and (l) floating holidays.

An employee electing to receive comp-time for on call compensation must elect to do so for the entire week of on-call rotation. The employee will not be allowed to take part of the compensation in pay and part as comp-time.

11.8.3 Substitutions. In the event an employee scheduled for on-call is unable to complete a full week of on-call rotation due to a) illness, b) injury, or c) an unforeseen scheduling conflict, another eligible employee may be substituted for the scheduled employee. 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. Substitutions must be approved by the supervisor or manager in order to be compensated in accordance with this section. Denial of a request for substitutions due to scheduling conflicts under this section shall be at the discretion of the supervisor or manager. Denial of a request for substitution for scheduling conflicts shall not be subject to the grievance procedure. All substitutes must be approved for on-call rotation at the time of the substitution.

Employees who are required to respond to a call out during their on-call rotation shall be compensated in accordance with Article 11.1, 11.2, and 11.3, Hours of Work and Overtime in addition to the on-call pay in 11.8 .1 and 11.8.2, except that 15 minutes of response time shall be added to the total time worked as defined below. 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.

ARTICLE XII – COMPENSATION

12.1 Pay Schedule. Appendix A, attached hereto, and by this reference incorporated into and made part of this Agreement, shall become the effective pay schedule(s) effective July 1, 2014.

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.

12.3 Steps. The letters A, B, C, D, E, F 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 F 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.

12.4 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 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. This section shall be effective upon ratification of this agreement. 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. Employees qualifying for bilingual/sign language pay must provide certification to Human Resources annually, in writing, in order to continue receiving the incentive. Failure to provide written certification prior to the expiration of one year from the date of initial certification shall result in forfeiture of the incentive until such certification is provided. If certification is provided following a lapse in time, the incentive shall resume on the next paycheck after receipt of certification, provided such certification is received prior to the last working day of the pay period prior to the next pay date. The employee shall bear the cost of any such certification.

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:

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.

ARTICLE XV - VACATION

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

Service Time	Monthly Accrual	Annual Accrual	Maximum Accrual
0 – 5 Years	6 ⅔ Hours	80 Hours	160 Hours
5 – 10 Years	10 Hours	120 Hours	240 Hours
10 – 15 Years	13 ⅓ Hours	160 Hours	320 Hours
15+ Years	16 ⅔ Hours	200 Hours	400 Hours

1. Vacation leave shall accrue on a monthly basis based upon the employee's date of hire.

2. New, probationary employees shall not be eligible to use vacation leave until they have completed six full months of employment. If the employee resigns or is terminated during this six month period, no vacation payout will be owed.

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 shall accrue during any paid leave of absence except when the paid leave being used is from the donated sick leave bank.

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 3⅓ 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 unused vacation up to a maximum of 320 hours, 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 in excess of 80 hours provided that the employee has taken or is scheduled to take at least 40 hours of vacation during the fiscal year. 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) Day before Christmas, 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 or in anticipation of accrual. The holiday must be taken in a full 8 hour block and must be used in the calendar year accrued. Floating holidays shall not be paid upon termination of employment but may be allowed to be taken between the employee's notice of resignation and last day of work at the option of the City. Floating Holiday days off are to be scheduled in advance and approved by department heads, 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 eight hours for each full calendar month 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 or injury, serious illness in the immediate family, for necessary personal medical or dental care, exposure to contagious disease under circumstances by which the health of

fellow employees or members of the public necessarily dealt with would be endangered by attendance of the employee in the opinion of the City, and under the Federal and State Family 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. 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 shall not accrue 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 Immediate family. Except as otherwise permitted under the city's Family Medical Leave and/or Sick Leave Bank policy, "immediate family member" for the purpose of this Article only shall mean spouse, domestic partner, dependent child, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship.

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.

ARTICLE XVIII - LEAVE OF ABSENCE WITH PAY

18.1 Bereavement Leave. In the event of a death in the employee's immediate family, an employee may be granted bereavement leave with pay not to exceed three calendar days in accordance with City policy. Additional bereavement leave shall be available pursuant to the Oregon Family Leave Act. "Immediate family" for the purpose of the three days of paid leave only shall include spouse or domestic partner; child, or person for whom the employee stood in loco parentis; parent, or person who stood in loco parentis; sibling; grandparent; or grandchild. These definitions 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.

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.

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 20% of the monthly cost of the employee's health insurance premium through payroll deduction, and the employer shall pay 80%, to a maximum of $1,150 per month. If the employer's 80% exceeds $1,150 per month, the City and employee shall evenly split the difference.

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. For example, for a .5 FTE employee the city would pay 50% of the 90% or 80% employer share, to a prorated maximum, and the employee would pay the remainder.

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 $145 for each month worked, contributed on a monthly basis on behalf of eligible full-time employees. Contributions for eligible employees not working full time, or not working a full month, except those employees on paid leave, shall be prorated based on FTE.

20.6 Long Term Disability Insurance. The City shall provide full time employees long term disability insurance that provides, at a minimum, a 66 2/3% benefit effective the 91st 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, 2017.

ARTICLE XXIX – EXECUTION/SIGNATURES

Executed this 14th day of August, 2014 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

Clayton Barry, Secretary Treasure

Brent Jensen, Labor Representative

City of Central Point

Hank Williams, Mayor

Chris Clayton, City Manager

APPENDIX A

General Service Bargaining Unit Pay Scale

Effective July 1, 2014

Part A: General Service Bargaining Unit Positions

Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
Grade 2-3	**GS2-3**	15.42	16.19	17.00	17.85	18.75	19.68
Office Assistant		2,673	2,807	2,947	3,095	3,249	3,412
Grade 4	**GS4**	16.82	17.67	18.55	19.48	20.45	21.47
Account Clerk: Accounts Payable		2,916	3,062	3,215	3,376	3,545	3,722
Account Clerk: Payroll/Purchase Orders							
Account Clerk: Utility Billing							
Parks Maintenance Worker							
Planning Support Specialist							
Utility Worker							
Grade 5	**GS5**	18.91	19.85	20.85	21.89	22.98	24.13
Accounting Specialist		3,277	3,441	3,613	3,794	3,984	4,183
Assistant Engineering Technician							
Customer Service Technician							
Equipment Maint/Fabrication Technician							
PW Administrative Assistant							
Recreation Programs Coordinator							
Senior Utility Worker							
Grade 6	**GS6**	20.94	21.99	23.09	24.24	25.45	26.73
Engineering Technician - GIS		3,630	3,811	4,002	4,202	4,412	4,632
Parks Lead							
Recreation Coordinator: Special Events/Mktg							
Grade 7	**GS7**	23.08	24.24	25.45	26.72	28.06	29.46
Community Planner		4,001	4,201	4,411	4,632	4,863	5,107
Foreman: Streets, Water							
Grade 8	**GS8**	25.83	27.12	28.47	29.90	31.39	32.96
Construction Management Coordinator		4,477	4,700	4,935	5,182	5,441	5,713
Environmental Services Coordinator							
Information Technology Specialist							
Grade 9	**GS9**	28.67	30.11	31.61	33.19	34.85	36.59
		4,970	5,218	5,479	5,753	6,041	6,343

Effective July 1, 2015, Step A of the pay scale shall be increased by a percentage equal to the 12-month change in the U.S. All Cities CPI-U index ending in January 2015, with a minimum of 0% and a maximum of 3.5%. Each subsequent Step shall be 5% greater than the lower step (A*1.05=B, B*1.05=C, etc.)

Effective July 1, 2016, Step A of the pay scale shall be revised by a percentage equal to the 12-month change in the U.S. All Cities CPI-U index ending in January 2016, with a minimum of 0% and a maximum of 3.5%. Each subsequent Step shall be 5% greater than the lower step.