

Letter of Agreement

Parties:

City of Central Point, hereinafter called "City"
Teamsters Local No. 223 (General Service), hereinafter called "Union"

Recitals:

- A. City and Union are parties to a Labor Agreement that expires on June 30, 2025.
- B. The contract is modified to change titles of:
 - a. 105-Utility Worker / 103-Parks Maintenance Worker to 105-Utility Worker I / 103-Parks Maintenance Worker I;
 - b. 111-Sr. Utility Worker to 111-Utility Worker II / 111-Parks Maintenance Worker II;
 - c. 113-Utility Maintenance Lead to 113-Utility Worker III / 113-Parks Maintenance Worker III.
- C. The contract is modified as follows. Effective the later of, January 1, 2024, or the first of the pay period 7 calendar days after City receipt of Union approval, Step A monthly salary shall be increased by 6%. Each subsequent Step shall be 5% greater than the lower step. This increase shall apply to all Public Works Operations positions which include: 122-Utility Laborer, 103-Parks Maintenance Worker I, 105-Utility Worker I, 107-Customer Service Technician, 108-Equipment Maintenance/Fab. Technician, 111-Utility Worker II/Parks Maintenance Worker II, 131-Sweeper/Equipment Operator, 113-Utility Worker III/Parks Maintenance Worker III, 125-Arborist, 130-Lead Equipment Mechanic, 116-Foreman: Streets Water.
- D. The contract is modified as follows. Effective the later of, January 1, 2024 or the first of the pay period 7 calendar days after City receipt of Union approval, Step A monthly salary shall be increased by 2.5%. Each subsequent Step shall be 5% greater than the lower step to all positions in the General Services Bargaining with the exception of those positions listed in bullet point C. above.
- E. The contract is modified to address when the City pays for Commercial Driver License (CDL) training for positions that require a CDL and voluntarily leave employment within 36 months of starting training. The employee shall reimburse the City for some or all of the qualifying expenses and the reimbursement may be deducted from the employee's final paycheck.
- F. The parties have negotiated a settlement and desire to reduce their agreement in writing.

Agreement:

The parties agree the following paragraphs are modified as follows:

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.

12.6.1 CDL Training and Reimbursement of Costs. It is the responsibility of employees to meet minimum job qualifications. Per City Policy No. 7.05.2 , the City may, at its option, pay for the cost of training or certification that an employee must possess as a minimum job qualification. Where the City elects to pay for an employee's training to obtain a CDL to meet minimum job qualifications, the City of Central Point incurs significant expense. It is the policy of the City to seek reimbursement of "qualifying expenses" from an employee who has left employment voluntarily following enrollment in CDL training as provided below.

Employees who voluntarily leave employment shall be responsible to reimburse the City for CDL training costs, which will be deducted from an employee's final paycheck, and/or paid upon demand. The City reserves the right to pursue all legal remedies to seek such reimbursement.

In consideration for the City's agreement to pay for CDL training, employees shall be required to sign an acknowledgement of understanding and agreement with this policy and to authorize the withholding of the qualified expenses from the employee's final paycheck.

12.6.2 Definitions.

- a. "Qualifying expenses" means the actual amount of money expended for CDL training (i.e. registration, tuition, examination fees, books, study guides and any other direct expense for providing training). Qualifying expenses does not include employee wages or travel expense.
- b. "Voluntarily terminates employment" means an employee's decision to leave employment with the City of Central Point. It differs from a layoff or a firing, in which the decision to end employment was made by the employer, rather than the employee.

12.6.3 Reimbursement schedule. The maximum training reimbursement schedule for an employee required to repay the City shall be:

- a. 100 percent of qualifying expenses if the employee voluntarily terminates employment with the City within 12 months from the date the employee began CDL training.
- b. 66 percent of qualifying expenses if the employee voluntarily terminates employment with the City more than 12 months but within 24 months from the date the employee began CDL training.
- c. 33 percent of qualifying expenses if the employee voluntarily terminates employment with the City more than 24 months but within 36 months from the date the employee began CDL training.
- d. Waived if the employee terminates employment more than 36 months from the date the employee began CDL training.

APPENDIX A
2.5% added to Step A monthly salary

Schedule Effective 1/1/24 - 6/30/24 Revised 1/1/24									
Position#	Classification Title	Grade	<i>hourly/monthly</i>						
			Step A	Step B	Step C	Step D	Step E	Step F	Step G
	Grade 2-3	GS2-3	19.25	20.22	21.23	22.29	23.40	24.57	N/A
100	Office Assistant		3,337	3,504	3,679	3,863	4,056	4,259	
	Grade 4	GS4	21.02	22.07	23.17	24.33	25.55	26.82	N/A
101	Account Clerk: Finance/Public Works		3,643	3,825	4,016	4,217	4,428	4,649	
102	Community Development Specialist								
104	Recreation Specialist								
	Grade 5	GS5	22.48	23.61	24.79	26.03	27.34	28.70	30.14
106	Assistant Engineering Technician		3,897	4,092	4,297	4,512	4,738	4,975	5,224
109	Planning Technician								
110	Recreation Programs Coordinator								
	Grade 6	GS6	24.91	26.15	27.46	28.84	30.28	31.79	33.38
112	Acctg/Business Services Coordinator		4,317	4,533	4,760	4,998	5,248	5,510	5,786
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
126	Engineering Tech I								
127	Accountant - Payroll								
	Grade 7	GS7	27.46	28.84	30.28	31.79	33.38	35.05	36.80
115	Community Planner I		4,760	4,998	5,248	5,510	5,786	6,075	6,379
117	Park Planner								
124	Facility Management Coordinator								
128	Sr. Accountant								
	Grade 8	GS8	30.72	32.26	33.87	35.57	37.34	39.21	41.18
118	Community Planner II		5,325	5,591	5,871	6,165	6,473	6,797	7,137
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
	Grade 9	GS9	32.26	33.87	35.57	37.34	39.21	41.18	43.24
129	Community Planner III		5,591	5,871	6,165	6,473	6,797	7,137	7,494
121	Information Technology Specialist								
	Grade 10	GS10	34.10	35.80	37.59	39.47	41.45	43.52	45.69
	Vacant		5,910	6,206	6,516	6,842	7,184	7,543	7,920

Appendix A
6% added to Step A monthly salary

Public Works Operations Positions

Schedule Effective 1/1/24 - 6/30/24 Revised 1/1/24

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Grade 2-3P			19.91						
122	Utility Laborer	GS2-3P	3,451			N/A			
Grade 4P- NC			21.73						
103	Parks Maintenance Worker (PMW) I*	GS4P-NC	3,767			N/A			
105	Utility Worker I*								
	*PMW w/o CIT or UW w/o CDL								
	(*Remain at Step A until they receive the required CIT or CDL, then would placed at the appropriate step based on experience & pay equity)								
Grade 4P			21.73	22.82	23.96	25.16	26.42	27.74	N/A
103	Parks Maintenance Worker I	GS4P	3,767	3,955	4,153	4,361	4,579	4,808	
105	Utility Worker I								
Grade 5P			23.25	24.42	25.64	26.92	28.26	29.68	31.16
107	Customer Service Technician	GS5P	4,030	4,232	4,444	4,666	4,899	5,144	5,401
108	Equipment Maintenance/Fab. Technician								
111	Utility Worker/PMW II								
131	Sweeper/Equipment Operator								
Grade 6P			25.76	27.05	28.40	29.82	31.30	32.87	34.51
113	Utility Worker/PMW III	GS6P	4,465	4,688	4,922	5,168	5,426	5,697	5,982
125	Arborist								
130	Lead Equipment Mechanic								
Grade 7P			28.40	29.82	31.31	32.87	34.52	36.24	38.05
116	Foreman: Streets, Water	GS7P	4,923	5,169	5,427	5,698	5,983	6,282	6,596

Agreed to on this _____ day of _____, 2023.

For the City: _____ For the Union: _____
 Chris Clayton, City Manager Brent Jensen, Labor Representative

Appendix A
6% added to Step A monthly salary

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105	Utility Worker I* *PMW w/o CIT or UW w/o CDL								
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107	Grade 5P Customer Service Technician	GS5P	23.25 4,030	24.42 4,232	25.64 4,444	26.92 4,666	28.26 4,899	29.68 5,144	31.16 5,401
108	Equipment Maintenance/Fab. Technician								
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113	Grade 6P Utility Worker/PMW III	GS6P	25.76 4,465	27.05 4,688	28.40 4,922	29.82 5,168	31.30 5,426	32.87 5,697	34.51 5,982
125	Arborist								
130	Lead Equipment Mechanic								
116	Grade 7P Foreman: Streets, Water	GS7P	28.40 4,923	29.67 5,169	31.31 5,427	32.87 5,698	34.52 5,983	36.24 6,282	38.05 6,596

Agreed to on this 15th day of December, 2023.

For the City:  Chris Clayton, City Manager
 For the Union:  Brent Jensen, Labor Representative