

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 121

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and

DISTRICT COUNCIL OF LABORERS and LABORERS UNION LOCAL 121

PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the "City", and Oregon, Southern Idaho and Wyoming District Council of Laborers International Union of North America-, AFL-CIO, hereinafter collectively referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the Mayor and City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on the matters pertaining to rates of pay, hours of work and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall include employees of the Public Works and Cemetery Departments, Ashland, Oregon, as set forth in Appendix "A" but excluding supervisory employees, confidential employees, clerical employees, guards, part-time employees, or temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIV hereof.

The parties agree as follows:

ARTICLE I – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1. Union Security. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her obligation along with the grant of equal benefits. Any employee in the bargaining unit who has not joined the Union within thirty (30) days of this Agreement, or within thirty (30) days of becoming an employee, shall as a condition of employment, pay to the Union an amount equal to the uniform dues and initiation fees required of members of the Union.

Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such an employee to inform the City and Union of his/her objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

Section 2. Check-off for Union Members. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular monthly dues uniformly required of members of the Union, and remit such deductions by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request. Employees terminating with less than ten (10) working days in any calendar month, will not be subject to a dues deduction.

Section 3. Check-off for Non-Members. A like amount in lieu of Union dues will be automatically deducted from all employees in the bargaining unit as set forth in Appendix "A" who have not signed an authorization form requesting the deduction of Union initiation fees and monthly dues. Such deduction will be remitted along with amounts deducted from Union members as set forth in Section 2. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and By-laws of the Union and by the majority vote of the Union membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to an in lieu dues deduction.

Section 4. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article. Upon written notification by the Union of a check-off error, the City will make adjustments within sixty (60) days of receipt of such notification.

### ARTICLE III - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that City possesses the sole and exclusive right to operate the City through its City Administrator and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To direct its employees.
4. To discipline or discharge for just cause.

5. To relieve its employees from duty because of lack of work, finances or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted; except that the City will not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies, and
10. To exercise complete control and discretion over its organization and the technology of performing its work.

#### ARTICLE IV - STRIKE AND LOCKOUT PROHIBITION

Section 1. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross the picket line in the line of duty. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be under-taken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

## ARTICLE V - HOLIDAYS

Section 1. Recognized Holidays. The following shall be recognized as Holidays:

New Year's Day (January 1)  
Martin Luther King, Jr.'s Birthday (3rd Monday in January)  
Washington's Birthday (3rd Monday in February)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Day after Thanksgiving Day (in-lieu of Lincoln's Birthday)  
Christmas Day (December 25)

Whenever a Holiday shall fall on Sunday, the succeeding Monday shall be observed as a Holiday. Whenever a Holiday shall fall on Saturday, the preceding Friday shall be observed as the Holiday. If an employee is on authorized vacation, sick leave or other leave with pay when a Holiday occurs, such Holiday shall not be charged against such leave.

Section 2. Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the Holidays listed above on which they perform no work. In order to be eligible for Holiday pay when no work is performed, an employee must work on his/her last scheduled work day prior to the Holiday and on his/her first scheduled work day immediately following the Holiday, unless the employee provides a justifiable excuse to the City.

Section 3. Holiday Work. If a regular employee is required to work on any of the Holidays listed above as part of his/her regularly scheduled work week, he/she shall receive, in addition to his/her regular pay, compensation for all hours worked at his/her regular straight time rate of pay. Compensation accrued by reason of authorized work on a Holiday as provided herein shall be paid for at the straight time rate being received at the time the work was performed or given another compensatory day off at the option of the department head. If any other regular employee is required to work on a Holiday, he/she shall receive, in addition to his/her regular pay, compensation for all hours worked in accordance with call-back pay provisions set forth in Article X, Section 3.

## ARTICLE VI - VACATIONS

Section 1. Accrual. During an employee's first year of employment, the employee will accrue vacation at the rate of 80 hours of vacation per year, accrued through equal monthly accruals. Following the completion of the first full year of employment the annual vacation accrual will increase by 6 hours per every full year of continuous service completed by the employee with the City of Ashland up to a maximum annual vacation accrual cap of 184 hours.

Section 2. Continuous Service. Continuous service, for the purpose of accumulating vacation leave, shall be based on the regular hours paid to the employee. Vacation leave shall not accrue during a leave of absence without pay. Authorized leave without pay and lay-offs shall not be

counted as service, however, employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

Section 3. Accrual Limitations. Vacation time must be taken by the employee within twelve (12) months following the date of eligibility, or such vacation shall be deemed forfeited. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her supervisor fifteen (15) days in advance, absent himself/herself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee thirty (30) days in advance of impending loss of accrued vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay or an educational leave with pay in excess of fifteen (15) calendar days. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 4. Scheduling. Employees shall be permitted to request vacation on either an entire basis, or split into increments of not less than one working day. Vacation times shall be scheduled based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Accordingly, the City will not guarantee that vacation times selected by the Street Division crew during the last two weeks of June, and the last two weeks of August or September will be granted. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times 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. The vacation schedule for the period of May 1 to April 30, shall be posted annually as of April 1 and employees shall exercise their choice by bidding in seniority. Employees of the Street Division selecting vacation times during the last two weeks of June, and last two weeks of August or September will be allowed to also select alternate vacation times. The list shall be closed as of April 30 and subsequent changes shall be made only by mutual consent between the employee and the City. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in daily units. If an employee's choice for a vacation period is restricted by the City because of the necessity to complete work in a given time period, or with the supervisor's approval, then that employee may accumulate and carry over five (5) working days of vacation time into a subsequent year.

Section 5. Payment on Termination. In the event of death or termination of an employee during the initial twelve (12) months of his/her employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

## ARTICLE VII - HOURS OF WORK

Section 1. Workweek. The workweek, to the extent consistent with operating requirements of the departments covered by this Agreement, and recognizing the necessity for continuous service

by such departments throughout the week, shall consist of five (5) consecutive days as scheduled by the Department Heads or other responsible authority.

### Section 2. Hours.

a. Water treatment plant operators shall be scheduled for eight (8) consecutive hours (including 1/2 hour for a meal period) which shall be paid. Water plant operators may be scheduled for ten (10) hour shifts. The regular hours of all other employees shall be 8 1/2 consecutive hours, including 1/2 hour for a meal period which shall not be paid. In addition, any other regular employee who is scheduled to work a shift which begins prior to 6:00 a.m., or a shift which ends after 10:00 p.m., shall be scheduled for 8 consecutive hours, including 1/2 hour for a meal period which shall be paid.

b. Summer Hours. The parties agree to submit the issue raised in the Unions proposal to the Board of Adjustment for consideration. The Board will present a recommendation to the parties on or before April 1, 1993. The Board's recommendations will not be binding on the parties. The arbitration provision under the Board of Adjustment process does not apply to this issue.

Section 3. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.

Section 4. Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties. Rest periods may be taken at a place of the employee's choosing provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

Section 5. Meal Periods. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift. Meal periods may be taken at a place of the employee's choosing, provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

## ARTICLE VIII - SICK LEAVE

Section 1. Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. No new sick leave credit may be accrued after the first thirty (30) calendar days on sick leave resulting from an injury incurred in the course of employment. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment.

Section 2. Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the

employee shall notify the department head or other supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his/her scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence may be required at the option of the City for absences of over two days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement.

[Section 3. Integration with Worker's Compensation.](#) When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, pro rated charges will be made against accrued sick leave for the first thirty (30) calendar days in proportion to the City's contribution to the employee's daily wage. Thereafter, full charges will be made against accrued sick leave until such sick leave is exhausted, after which time the only compensation will be Workmen's Compensation benefits, if any.

[Section 4. Sick Leave Without Pay.](#) Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

[Section 5. Termination.](#) Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, except that upon retirement, accumulated sick leave will be applied to retirement as provided in ORS238.153. Sick leave shall not accrue during any period of leave of absence without pay.

[Section 6. Emergency Family Leave.](#) An employee may, with the supervisor's approval, use accrued sick leave in the event of an illness or injury for a spouse or children living in the employee's household. The supervisor may grant a reasonable time off of up to five shifts of paid sick leave for the employee to attend to the ill or injured family member.

[Section 7. Family and Medical Leave Act.](#) The City complies with the requirements of the federal Family and Medical Leave Act and the Oregon Family Leave Act. To the extent the employee has not utilized sick leave for an illness or injury to a spouse or child pursuant to Section 6 above, the supervisor may approve up to **five (5)** days of sick leave annually for FMLA or OFLA leave for the employee to care for a sick member of the immediate family. Additional use of sick leave may be approved by the supervisor in the event of a life threatening illness of the spouse or child.

## [ARTICLE IX - FUNERAL LEAVE](#)

[Section 1. Funeral Leave.](#) An employee may be granted three (3) days funeral leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law,

grandparents. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur only during his/her assigned workweek. An additional two (2) days may be granted if the funeral is over 750 miles from Ashland, one way.

## ARTICLE X - OTHER LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. Leaves of absence without pay not to exceed one (1) year may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by him/her for such jury service, and upon being excused from jury service for any day an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular workday.

Section 3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation he/she may receive as witness fees.

Section 4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5. Election Day. Employees shall be granted two (2) hours to vote on any election day only if, due to scheduling of work, they would not otherwise be able to vote.

Section 6. Union Business. Employees elected to any legitimate full-time paid Union office which takes them from their employment with the City, shall upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

Section 7. Educational Leave. After completing one (1) year of continuous service, an employee, upon written request may be granted a leave of absence without pay by the City for the purpose of upgrading his/her professional ability through the enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. His/her replacement shall be considered a temporary employee.

Employees may also be granted time off with pay for educational purposes for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training program, and other

programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 8. Military Leave. Military leave shall be granted in accordance with Oregon Revised Statutes.

Section 9. Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control.

## ARTICLE XI - COMPENSATION

Section 1. Pay Schedule. Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked Appendix "B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

- a. **Wage rate increases effective July 1, 2005.** Each employee in the bargaining unit shall receive a wage increase of \$67 per employee per month on July 1, 2005, and \$68 per employee per month on January 1, 2006, (Equivalent cost of 2% across the board raise on July 1, 2005, and 2% across the board raise on January 1, 2006). On July 1, 2006 and on July 1, 2007, each employee in the bargaining unit shall receive a wage increase equal to the all US CPI-W, January to January, however such increase shall be not less than 2% nor greater than 4% each year. If the 2006 or 2007 CPI-W is more than 5% or less than 2%, the parties agree to reopen negotiations under Article XXI over the wage increase to take effect on July 1 of that year.

Section 2. Pay Periods. Paydays shall be on the Friday following the close of each pay period.

Section 3. Call-Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of one (1) hour at double time for the work for which they are called back. This section applies only when call-back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

Section 4. Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for

overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All assigned work in excess of eight (8) hours on any scheduled workday.
- (b) All assigned work in excess of -forty (40) hours in any workweek.

Section 5. Over-time Compensation. Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the Department Head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether he/she desires pay or compensatory time off on the time sheet reporting the overtime worked. Compensatory time shall be accrued on an annual basis from December 1 to November 30 with any amount unused at November 30 to be compensated as pay on the first pay check of December. Accrued compensatory time shall not exceed twenty (20) hours which represents forty (40) hours of straight time. However, at the option of the employee, up to twenty (20) hours (40 hours of straight time) may be carried forward for use in the next year, rather than being cashed out in December.

Section 6. Standby Pay. Standby pay shall be 5% of an employee's regular monthly rate. If a holiday occurs during such period, an additional 2 1/2% of the employee's regular monthly rate shall be paid to such employee.

Section 7. Certification-Pay.

Section 7. Certification pay will be added as follows:

- (1) Mechanic – more than 2 certification, but less than 6 = \$0.25 per hr.
  - (a) Master Mechanic Certification - \$0.50 per hr.
- (2) Water / Waste Water –
  - (a) # II Certification = \$0.25 per hr.
  - (b) # III Certification = \$0.35 per hr.
  - (c) # IV Certification = \$0.50 per hr.
- (3) Back-Flow Certification Required by the City (Inspector Certification or Testing Certification)
  - (a) Any one of these certification = \$0.35 per hr.
  - (b) Both certifications = \$0.50 per hr.
- (4) Building Maintenance Certification = \$0.25 per hr.
- (5) Pesticide Certification Required by the City = \$0.25 per hr.

Employees currently receiving certification pay through grandfathered provisions will receive the above certification pay in lieu of and not in addition to the certification pay they are currently receiving.

Section 8. Mileage. An employee required to report for special duty or assignment at any location other than his/her permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the mileage reimbursement rate established annually by the IRS.

Section 9. Working Out of Class. Whenever an employee is required to work in a higher job classification he/she shall receive an additional 5% for the next higher classification, 10% for a

two classification upgrade and 15% for a three classification upgrade for the actual hours worked in the higher classification.

## ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may include the following:

- (a) Oral reprimand.
- (b) Written reprimand.
- (c) Demotion.
- (d) Suspension.
- (e) Discharge.

Disciplinary action may be imposed upon any employee for failing to fulfill his/her responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of City functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct abuse of sick leave, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment willful violation of departmental rules or for political activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. Written reprimands shall not be kept in an employee's file longer than 12 months unless there is a similar disciplinary problem during this time. Oral reprimands shall not be protested through the grievance procedure.

If the Department Head or other supervisor has reason to discipline an employee, he/she shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 2. Discharge. An employee having less than twelve (12) months continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of twelve (12) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, he/she shall suspend the employee without pay for five (5) calendar days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless otherwise resolved, the dismissal shall become effective at the end of the five-day suspension. Protest of the discharge of any regular employee shall be made only through the grievance procedure set forth in Article XIII. The Union may process a grievance concerning suspension or discharge, or both, at Step 11 of the grievance procedure.

## ARTICLE XIII - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employee shall take up the grievance or dispute with the employee's division head or supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. Such employee may be accompanied by the Steward, if he/she so desires. The division head or supervisor shall then attempt to adjust the matter within three (3) working days.

Step II. If the grievance has not been settled between the affected employee and the division head or supervisor, it may be presented in writing by the Union Business Manager or his/her designee to the Director of Public Works within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Director of Public Works shall respond to the Union representative in writing within five (5) working days after receipt thereof.

### Step III. Board of Adjustment

If the grievance is not resolved at Step II, it shall be referred to a Board of Adjustment by written notice which is served on the City within five (5) working days after the failure to resolve the grievance at Step II or within five (5) working days after expiration of the time limit applicable to that step. Failure to serve timely notice of referral to the Board of Adjustment shall constitute a waiver of the grievance. The Board of Adjustment shall consist of two (2) representatives appointed by the City and two (2) representatives by the Union. None of these four (4) shall be a City employee. The Board shall hear the matter at a mutually convenient time and place within ten (10) working days following written referral to the Board of Adjustment. Upon hearing the matter, the Board shall issue a written decision signed by the members within twenty-four (24) hours. The majority of the Board of Adjustment shall determine the matter, and such decisions shall be final and binding on all parties - the City, the Union and the grievant or grievants. Each member of the Board of Adjustment shall be entitled to one (1) vote. In the event the Board of Adjustment is deadlocked, such result will be noted in writing. The parties may, by mutual agreement, waive submission of a grievance to the Board of Adjustment.

Step IV. If the grievance still remains unadjusted, it may be presented by the Union to the City Administrator or his/her designee, within five (5) working days after the Board of Adjustment's action. The City Administrator or his/her designee shall respond in writing to the Union within five (5) working days.

Step V. If the grievance is still unsettled, either party may, within ten (10) days after the reply of the City Administrator is due, by written notice to the other, request arbitration of the dispute under Step IV hereof.

Step VI. If the grievance is still unsettled, either party may within ten (10) days of the decision of the City Administrator or his/her designee(s) under Step V have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both

parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him/her. His/her decision shall be based solely upon his/her interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating his/her own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript of all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance and the remedy requested shall be deemed granted.

Section 2. Stewards. Employees selected by the Union to act as Union representatives shall be known as "Stewards" and shall not exceed two (2) in number. The names of the employees selected as Stewards, and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of Stewards, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section hereof, shall not interfere with their or other employees' regular work assignments as employees of the City. Contacts between Stewards and employees or the Union shall be made outside working hours so as not to disrupt regular City operations. Business agent or designee may place phone calls to Steward during work hours, the Steward will return such calls while on break or lunch and this practice will not be abused.

## ARTICLE XIV - SENIORITY

Section 1. Seniority. Seniority shall be an employee's length of continuous service with the bargaining unit, dating from his/her last date of hire, and shall apply by job classification within his/her division in the matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise his/her seniority in a lower job classification within his/her division as long as he/she is qualified to perform the work of the lower job classification. Recall from a layoff shall be in the reverse order of seniority. The City reserves the right to layoff out of order of seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just charge; (3) is absent from work for two consecutive working days without notification to the employee's supervisor by the employee; (4) is laid off and fails to report to work within three days after being recalled; (5) is laid off from work for any reason for 24 months, or for a period of time equal to his/her seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he/she is retired.

Section 1.1 Suspension of Seniority. Seniority shall be retained but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of thirty (30) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a full-time paid Union office up to one (1) year, renewable upon application; (5) other authorized leaves of absence up to thirty (30) calendar days; and (6) promotion to a supervisory position outside of the bargaining unit for six (6) months.

Section 1.2 Accrual of Seniority. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to thirty (30) calendar days; (2) vacation leave; (3) educational leave required by the City; (4) military leave as specified in Article X; (5) funeral leave; (6) holiday leave; (7) jury duty; and (8) compensatory time off.

Section 2. Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, the assignment of educational courses and training programs and the request that such employees attend training programs on their off-duty time. Termination of a probationary employee shall not be subject to the grievance procedure under Article XIII.

Section 3. Promotional Probationary Period. Regular employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. The City may extend probation for six (6) months. Any extension beyond twelve (12) months would require mutual consent by the Union and the City. The Union also recognizes the right of the employer

to demote an employee on promotional probationary status to his/her previous position. Demotion of an employee on promotional probationary status shall be subject to the grievance procedure under Article XIII.

Section 4. Promotional Opportunities. The City and the Union recognize that promotions from within the divisions increase productivity and morale. The City and the Union also recognize the affirmative action policy of the City that all job opportunities shall be advertised both within and without the City service pursuant to the Federal Equal Opportunity Act of 1972 and Presidential Executive Order 11246. To this end, training will be provided as specified in Article XV, Section 13, and all job opportunities shall be posted. At the option of the City, promotional job opportunities may be advertised only within the City. Any decision made by the City regarding this option is not grievable. If two or more present employees who apply for the vacancy are equally qualified, seniority shall govern. If a present employee and an outside applicant are equally qualified, the present employee shall receive the appointment. Employees who are promoted shall not suffer a reduction in wages. The City shall be the judge of an employee or applicant's qualifications.

Section 5. Recall From Layoff. Recall from layoff exceeding five (5) workdays shall be by certified letter sent to the employee at his/her last known address furnished to the City by the employee. The City may use any other means to return an employee sooner.

Section 6. Temporary Employees. If any regular bargaining unit employees are on a layoff status, temporary employees shall not be used to supplant the duties previously performed by such regular employees, provided such regular employees are qualified.

## ARTICLE XV - GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, age or national origin. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself/herself in individual personal matters.

Section 2. Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union.
- b. Union meetings.

- c. Union elections.
- d. Reports of Union committees.
- e. Rulings or policies of the International Union.

Section 3. Visits by Union Representatives. The City agrees that accredited representatives of the District Council of Laborers and Laborers Union, Local #121, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this agreement.

Section 4. Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 5. Existing Conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

Section 6. Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

Section 7. Other Employment. Outside employment shall be permitted only with the express prior written approval of the City.

Section 8. Supervisory Employees. It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an unforeseen emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased.

Section 9. Uniforms, Protective Clothing and Devices. If an employee is required to wear a uniform, protective clothing, or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective devices as prescribed by the City shall be cause for disciplinary action as set forth in Article XII hereof.

Section 10. Response Time Requirement. All regular employees regularly assigned to standby status shall establish their residence to enable them to report for emergency duty within forty (40) minutes of notification, including get ready time and travel time. New employees shall

establish their residency within a forty (40) minute response time within six (6) months of date of hire.

Section 11. Safety Committee. The City and Union will comply with all state and federal laws on this subject.

Section 12. Training Opportunities. On-the-job training may be provided by the City as time and the work load permit.

Section 13. Temporary Employees. Temporary employees shall not be used in such a way as to negate the purpose and intent of *ARTICLE XV - GENERAL PROVISIONS Section 12. Training Opportunities* relating to the operation of heavy equipment.

## ARTICLE XVI - HEALTH, WELFARE AND RETIREMENT

Section 1. Health and Welfare. The City agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments. In the event the plan is no longer offered then both Union and City of Ashland shall mutually agree on a new plan.

- (a) Blue Cross/Blue Shield of Oregon Plan V-A Health Insurance – employee and family coverage.
- (b) Blue Cross/Blue Shield of Oregon Dental Insurance Plan III – employee and family coverage.
- (c) Vision Services Plan - employee and family coverage.
- (d) Life Insurance - employee (\$10,000) and dependent (\$1,000) coverage.
- (e) Long Term Disability Insurance - employee only.
- (f) City paid reimbursement for routine physical exams for employee/dependents, if such coverage is not provided:

Ages 2-18	Once every 3 years up to \$50
Ages 19-34	Once every 5 years up to \$140
Ages 35-59	Once every 2 years up to \$140
Ages 60+	Once every year up to \$140
- (g) City paid reimbursement for routine well-baby care, if such coverage is not provided, to include first in-hospital exams; six doctor's office exams the first

year; three exams the second year up to \$100 each exam (above includes exam and x-ray expenses).

- (h) \$22.00 per month paid to the employee toward annual insurance deductible cost.
- (i) Pre-tax flexible spending account options for eligible health and dependent care expenses

Section 2. Insurance Committee. The Union and the City jointly recognize the escalating cost of Health and Welfare insurance and services. In an effort to control costs and provide the maximum benefits possible, the City will establish an employee-based benefits committee, with one member appointed by the bargaining unit. The committee will meet at the option of either the City or the Union, will review insurance options and make recommendations related to controlling costs.

Section 3. Retirement. The City agrees to maintain the existing retirement plan and to pay the employee's contribution of 6% for all employees governed by the agreement.

Section 4. Deferred Compensation. Effective November 1, 1995 the City agrees to contribute \$15.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or AETNA). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

## ARTICLE XVIII - WORKER'S COMPENSATION

Section 1. Worker's Compensation. All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2. Supplementary Payment. Compensation paid by the City for a period of sick leave also covered by worker's compensation shall be equal to the difference between worker's compensation pay for lost time and the employee's regular pay rate.

## ARTICLE XIX - LIABILITY INSURANCE

Section 1. Liability Insurance. The City shall purchase liability insurance to the limits set forth in ORS 30.270 for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

Section 2. Property Insurance. The City carries catastrophic coverage for property losses, including to employee property, resulting from fire and other catastrophes. In addition, the City will reimburse replacement costs (to the extent those costs are not covered by other insurance) if all or most of a mechanic's personal work tools are stolen from City property. To obtain reimbursement under this section, the mechanic must maintain an accurate inventory of the tools which has been provided to the City in advance of the theft, a crime report must be filed with the local police, and the mechanic must not be in any way involved in the theft.

## ARTICLE XX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause Should any provision of this Agreement be subsequently declared by the proper legislation or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

## ARTICLE XXI - TERMINATION AND REOPENING

This Agreement shall be effective July 1, 2005, and shall remain in full force and effect until the 30th day of June 2008, and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify the Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed.

However, the health insurance and wage increases under this contract are subject to additional negotiations as follows:

(a) If the 2006 or 2007 CPI-W is more than 5% or less than 2%, the parties will reopen negotiations over the wage increase to take effect on July 1 of that year.

No other provision of the contract is open for negotiations when a reopener occurs; all other provisions remain in effect. Notice of a desire to reopen negotiations will be given to the other party by May 30 of the year in which the reopener occurs.

In the event that such notice is given, negotiations shall begin not later than 30 days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

CITY OF ASHLAND

APPROVED:

By \_\_\_\_\_  
Gino Grimaldi, City Administrator

ASHLAND CITY COUNCIL

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

L.I.U.N.A. Local 121

By \_\_\_\_\_  
Rocky King

Date \_\_\_\_\_

By \_\_\_\_\_  
Kyle Estes

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeff Gritz

Date \_\_\_\_\_

Oregon Southern Idaho & Wyoming District Council of Laborers

By \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX "A"  
CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Cemetery Sexton

Locator/Mapping

Mechanic

Chief Mechanic

Meter Reader/Repair

Treatment Plant Operator

Utility Worker I

Utility Worker II

Utility Worker III

Utility Worker IV/Water Quality Technician

Warehouse/Inspector

Water Plan Operator III

