

Council Business Meeting

August 20, 2019

Agenda Item	Ratification of a three-year contract with the Laborers' International Union of North America (LIUNA) Local No. 737	
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SUMMARY

The existing contract with the Laborers Union expired on June 30, 2019. The bargaining teams were able to reach tentative agreement on new contract terms. Both parties were interested in a three-year agreement rather than the longer term of the previous contract which was five-years.

POLICIES, PLANS & GOALS SUPPORTED

Maintain core city services.

PREVIOUS COUNCIL ACTION

Council previously adopted the Labor contract, which was effective July 1, 2014 through June 30, 2019.

BACKGROUND AND ADDITIONAL INFORMATION

The majority of the proposed changes to the tentative agreement are language changes intended to clarify contract provisions and/or update to match current practice, and they have no direct cost to the City. Over the five years since the last contract was approved, the City has changed health benefits from self-insured to purchasing coverage through the City County Insurance pool. This tentative agreement also includes changes intended to achieve parity with our other collective bargaining agreements.

Summary of proposed changes with no direct cost to the City:

- Language changes/housekeeping to obtain consistency within our bargaining groups on:
 - Recognized Holidays
 - Health, Welfare, and Retirement – no longer self-insured
 - Standardize Lead Worker Pay for all Public Works Divisions
 - Clarify payment of overtime occurs after 40 hours per week
 - Clarify terms for standby pay when there is a holiday
 - Incorporate MOU into the contract on sick leave
- Increasing the amount of compensatory time off the employee can bank from 40 to 80 hours.
- Adding additional vacation intervals for employees with 19 or more years' service resulting in an increase to the vacation cap from 184 hours to 200 hours (Currently, 9 employees have 19 or more years).

FISCAL IMPACTS

- The contract calls for a two percent Cost of Living Adjustment (COLA) for all positions effective July 1, 2019 through June 30, 2020. The current budget included a two percent COLA which equates to \$66,508.42 for Fiscal Year 2020, including benefit roll-up.
- Salary adjustments in years two and three of the contract are based on actual Consumer Price Index (CPI) with a minimum of 1.5 percent and a maximum of three percent. If the actual CPI is higher than three percent or lower than 1.5 percent by more than .5 percent, parties will reopen

the contract to discuss wages only. The City will use the annualized March-to-March CPI-U index, which allows time to incorporate the salary increases into the budget.

- The City agreed to allow Tier Two and Three employees to convert up to 100 hours of unused sick leave into a contribution to the employee's HRA VEBA account to be used for out-of-pocket medical expenses in retirement. There are no Tier Two or Three employees eligible for retirement during this three-year contract, so we do not anticipate any additional costs for this benefit over the next three years. These costs would only be incurred at the time an eligible employee retires, and would be paid as part of their final paycheck at the time of retirement. Contributions made by the City to an HRA VEBA are not subject to FICA or Medicare tax, so there is a payroll tax savings of 7.65 percent and the employee receives the entire amount to use on eligible healthcare expenses.
- The City agreed to a minimum call-back of two hours when the employee has to physically show up in Ashland for a work emergency outside of regular work hours. Many emergencies can be handled remotely through technology and would not qualify for the two-hour minimum. The City currently pays overtime for all afterhours work, but we are not able to anticipate how many emergencies per year will require an in-person response triggering the two-hour minimum call-back. Most afterhours responses take more than two hours to resolve, so staff does not expect this change to result in significant increased overtime costs.
- The City agreed to provide household membership in Mercy Flights for each employee. The City's rate is \$60, which would result in a total cost of \$2,400 per year for all employees in the bargaining unit. This is the only cost not anticipated in the current fiscal year budget. Employees working under this contract are funded in multiple funds in the Public Works Department, and staff is confident that the additional \$2,400 can be accomplished within the current budget.

STAFF RECOMMENDATION

Staff recommends that the Council authorize the City Administrator and Mayor to sign the three-year labor contract, ratifying the tentative agreements reached in negotiations.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move approval of the labor agreement between the City of Ashland and the Laborers' Union and authorize the City Administrator and Mayor to sign the labor contract, ratifying the tentative agreement reached in negotiations.

REFERENCES & ATTACHMENTS

Attachment 1: Proposed contract for Laborers' Union – Changes highlighted for ease of review

Attachment 2: New Contract ready for signature

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 121

July 1, 2019 – June 30, 2022

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AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

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 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 pays 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 undertaken 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 Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in
September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in
November)
Day after Thanksgiving (4th Friday in
November)
Christmas Day (December 25th)
(Any day declared by the Governor or President as a holiday).

For purposes of clarification of the statement in this Article V concerning days declared by the Governor or President as holidays, both parties agree the statement will be interpreted as follows:

- a) When the U.S. President or Oregon Governor establishes a new annuallyreoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for the purposes of observing a day of nationwide or statewide celebration or homage — for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event — such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for the specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the 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 **holiday** 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. Eligibility. An employee shall be eligible to take accrued vacation leave with pay after one (1) full year of continuous service. Vacation leave shall accrue on a monthly basis. 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 the schedule below for every full year of continuous service completed by the employee with the City of Ashland up to a maximum annual vacation accrual cap of 200 hours.**

YEARS WORKED	PER PAY PERIOD	MONTHLY ACCRUAL	ANNUAL ACCRUAL
1	3.33	6.66	80
2	3.58	7.16	86
3	3.83	7.66	92
4	4.08	8.16	98
5	4.33	8.66	104
6	4.58	9.16	110
7	4.83	9.66	116
8	5.08	10.16	122
9	5.33	10.66	128
10	5.58	11.16	134
11	5.83	11.66	140
12	6.08	12.16	146
13	6.33	12.66	152
14	6.58	13.16	158
15	6.83	13.66	164
16	7.08	14.16	170
17	7.33	14.66	176
18	7.58	15.16	182
19	7.83	15.66	188
20	8.08	16.16	194
21	8.33	16.66	200

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. Use of accrued vacation time. Each year, an employee may use accrued vacation time to take time off or to carry forward to the next year. The following rules apply:

Section 3.1. After the first year of employment, an employee can use vacation for time off as soon as the vacation time has been earned.

Section 3.2. The employee must use at least 75% of his/her annual vacation accrual for time off. Example: an employee who earns 16 vacation days per year (10.67 hours per month) must take at least twelve (12) days of vacation time off during the year.

Section 3.3. Vacation time that is not used for time off will carry forward to the next year.

Section 3.4. An employee cannot accumulate at any time more vacation time than two times his/her annual vacation accrual. Example: an employee who earns 16 vacation days per year (10.67 hours per month) may accumulate up to thirty-two (32) days of vacation.

Section 3.5. If an employee has the maximum amount of vacation accumulated, no more vacation time is earned until the employee has used some of the accumulated vacation time.

Section 4. Accrual Notification. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. The employee and supervisor will immediately discuss when the employee can take time off so as to avoid any loss of vacation time. If the City is unable to release the employee within that thirty day period to take vacation time off, the vacation time which exceeds the accrual maximum will, by mutual agreement between the supervisor and the employee, either be cashed out or the employee will be allowed to carry it forward until the employee can take the time off.

Section 4.1 Accrual Limitations. Vacation leave 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 leave because of accrual limitations may, by notifying his/her supervisor fifteen (15) days in advance, absent himself/herself to prevent loss of vacation leave. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. No payment shall be made for vacation leave 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 5. 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. 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 6. Payment on Termination. In the event of the 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) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate 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. Treatment plant operators shall be scheduled for eight (8) consecutive hours (including 1/2 hour for a meal period) which shall be paid. Treatment 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 Am., 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.

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 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 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 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 daffy 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 without pay.

Section 6. Compensation for Not Using Sick Leave. Employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to employee’s cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in Section 6. above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	$96-100 = -4 + 40$ $= 36/3 = 12$	$96-30 = 66 + 30$ $= 96/3=32$	$96-10 = 86 + 10 = 96/3 = 32$	$96-152 = -56 + 40$ $= -16/3 = - 5.33$
Balance that can be cashed out (Max 32):	12	32	32	

Section 7. Use for Family Illness.

An employee may be granted leave to care for an ill or injured family member in accordance with applicable federal and state Family & Medical Leave Laws.

For the purpose of this Section, family member shall include any family member recognized under the Oregon and/or Federal Family and Medical Leave Acts.

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, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law. 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.

The Following Wage Increases shall be applied:

Effective 7/1/2019 – All positions in the bargaining unit shall receive a 2% Cost-of-Living Adjustment (COLA).

Effective 7/1/2020 and 7/1/2021 -- All positions in the bargaining unit will receive a COLA based on actual CPI, with a minimum of 1.5% and a maximum of 3%. If the actual CPI is greater than 3.0% or lower than 1.5% by more than 0.5%, both parties agree to re-open the contract to discuss wages only. Parties agree to use LGPI's published CPI Index which shows the U.S. City Average CPI-U March-March. *(The index is available on-line at <https://www.lgpi.org/lgpi/page/consumer-price-index-cpi>).*

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 two (2) hours at double time for the work for which they are called back and return to work. This section applies only when call-back result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls or SCADA alerts received outside of the working day or working shift, that do not result in a return to work will result in one (1) hour of double time, unless that call or alert takes longer than one (1) hour to resolve. Calls lasting longer than (1) hour will result in double time for the actual duration of the call or alert. 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:

- 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 forty (40) hours which represents eighty (80) 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 5.1. Overtime Meal Allowance. Employees who are required to work more than (12) hours in one work day or are required to report to work without adequate time to prepare a meal shall be entitled to a meal allowance. An overtime meal allowance of \$15.00 will be paid on the first paycheck that includes the overtime work. Overtime meal allowance should be approved by the employee's supervisor and requested on the timesheet when the overtime work occurred.

If overtime work continues after a meal has been provided, employees shall be entitled to additional meals at (4) hour intervals thereafter.

Section 6. Standby Pay. Standby pay shall be 7% of an employee's regular monthly rate. If a holiday occurs, or the holiday observation occurs on an assigned work day, an additional 3% of the employee's regular monthly rate shall be paid to such employee for the week in which the holiday, or observation occurs.

Section 7. Certification-Pay.

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 = \$0.35 per hr.
- (6) Erosion Control Certification = \$0.25 per hr.
- (7) Pre-Need Sales Certification = \$0.25 per hr. (Limited to two employees actively working in the Cemetery Division.)

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.

Employees may receive pay for more than one certification, but pay for combined certifications may not exceed \$0.50/hr. To be eligible for certification pay, an employee must obtain prior approval from his or her supervisor.

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. Any member of the bargaining unit assigned as "Lead Worker" will be eligible for 5% additional pay for the period assigned as Lead Worker. Lead Worker status shall be noted on the employee's timesheet as Working Out-of-Class.

Section 10. Longevity Pay. Once a member of the bargaining achieves a total of 20 years of service, he/she shall receive a one-time cash payment of \$1,000. At the employee's option, he or she may accept the longevity payment as cash, or the member may elect to defer (all or part of) the longevity pay through one of the City's available deferred compensation programs.

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 three (3) 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 *(Language taken from MOU dated 3-12-09)*

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 any division he/she has previously worked. If the employer determines that a layoff requires seniority to be bypassed in order to retain an employee with a skill not possessed by others in the division, the employer shall notify the union at least 10 working days prior to implementation. The matter shall be subject to the grievance procedure.

Seniority shall accrue separately for each division he/she works in. "Division" shall be defined as:

Water Distribution
Water Treatment
Wastewater Collections
Wastewater Treatment Plant
Storm water Collections
Street Operations/Maintenance
Facilities

Cemetery
Equipment Maintenance

The employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (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.

The City agrees to allow (1) hour of paid time per year for the entire bargaining unit to meet. The union agrees to provide adequate advanced notice to City management so that workschedules can be adjusted for employee attendance at the annual union meeting. It is understood and agreed by both parties that no overtime will be incurred or paid for the purpose of employee participation in the annual meeting.

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, if exposed to chemical or biohazard that require special cleaning. Employees may be provided with routine clothing items such as shirts, jackets or hats imprinted with the City's logo for easy identification in the field; however, cleaning and maintenance of routine clothing items shall be the responsibility of the employee unless special cleaning is required as described above. The City will continue to honor any agreements made with employees prior to 7/1/2011 regarding the cleaning of non-protective clothing items.

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 9.1. Boot Allowance. Employees may receive reimbursement of up to a maximum of \$600 per contract period* toward the cost of the purchase or repair of shoes, boots or protective footwear (including orthotics, insoles, or weather-related footwear/gear). Purchases of more than \$200 in a fiscal year must be pre-approved by the employee's supervisor.

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. The Employee Health Benefits Advisory Committee including one (1) representative of Laborers Union shall meet annually for the purpose of reviewing program performance and discussing health insurance benefits in order to inform their members. The committee and the union shall be advised of any proposed changes to the insurance benefits plan.

Health benefits and other insurance will be provided to represented employees under the same conditions and restrictions as provided to all other City employees. Coverage may be adjusted or modified by the City Administrator. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Section 2. The employee premium contribution shall not exceed 5% of the premium cost and shall be deducted from the employee's check through regular payroll deductions.

Section 3. HRA-VEBA. The City agrees to contribute an amount equivalent to 2% of salary for each member of the bargaining unit into an HRA-VEBA program for the duration of the contract.

Section 4. Life Insurance. The City agrees to provide each member with life insurance coverage: Employee (\$10,000) with a matching Accidental Death and Dismemberment (AD&D) policy; Dependent (\$1,000) coverage. Members may purchase additional voluntary coverage to supplement city-provided policies.

Section 5. Long Term Disability Insurance. The City agrees to provide long term disability insurance for the employee only.

Section 6. Deferred Compensation. 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.

A contribution of \$30.00 per month shall be contributed by the City to the Deferred Compensation plan of employee's choice whether the employee elects to contribute his or her personal funds to the plan or not. This contribution recognizes benefit concessions made in prior negotiations that were intended to go toward annual insurance deductible cost.

Section 7. Flexible Spending Account. Pre-tax flexible spending account options for eligible health and dependent care expenses

Section 8. 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 9. Medical Coverage for Retirees. The City will allow Tier 2 & 3 (OPSRP) retirees to convert up to 100 hours of his/her unused sick leave balance into a contribution to his/her HRA VEBA at retirement to help with post-employment medical expenses. The employee must meet the eligibility requirements to retire under PERS Tier 2 or 3, and the employee's final rate of pay shall be used to calculate the City's contribution into the employee's HRA VEBA Account.

Section 10. Mercy Flights Membership – The City Agrees to pay the annual premium for household membership in Mercy Flights for Air Ambulance transportation services. Employees shall have the opportunity to upgrade his/her membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction.

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, 2019**, and shall remain in full force and effect until the 30th day of **June 2022**, 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.

CITY OF ASHLAND

**APPROVED:
ASHLAND CITY COUNCIL**

By _____
Kelly Madding, City Administrator

By _____
John Stromberg, Mayor

L.I.U.N.A. Local No. 121

By _____

Date _____

By _____

Date _____

By _____

Date _____

Oregon Southern Idaho District Council of Laborers

By _____

Date _____

**Appendix “A”
Job Classifications in the Bargaining Unit**

Cemetery Sexton

Mechanic

Senior Mechanic

Meter Reader/Repair

Wastewater Treatment Plant Operator

Senior Wastewater Treatment Plant Operator

Utility Worker I

Utility Worker II

Senior Utility Worker

Utility Technician

Water Quality Technician

Water Treatment Plant Operator I, II *

Senior Water Treatment Plant Operator

(*) Indicates Flexible Staffing Option - The City can hire a I or a II base on operational needs, and promote I to II without a competitive process.

Appendix "B" Salary Schedule

Effective 7/1/2018 - 2.1% COLA					Effective 7/1/2019 - 2% COLA				
Laborer's - All Job Classes are Non-Exempt Group/BU Code 5000					Laborer's - All Job Classes are Non-Exempt Group/BU Code 5000				
		Hourly	Monthly	Annual			Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$18.7666	\$3,252.87	\$39,034	Grade = 601 LABORER 1	Step 0 - First 6 Months	\$19.1419	\$3,317.93	\$39,815
Positions in this grade:	Step 1 - Next 12 Months	\$19.7050	\$3,415.53	\$40,986	Positions in this grade:	Step 1 - Next 12 Months	\$20.0991	\$3,483.84	\$41,806
Utility Worker I	Step 2 - Next 12 Months	\$20.8873	\$3,620.46	\$43,446	Utility Worker I	Step 2 - Next 12 Months	\$21.3051	\$3,692.87	\$44,314
Lube Tech	Step 3 - Next 12 Months	\$22.1406	\$3,837.69	\$46,052	Lube Tech	Step 3 - Next 12 Months	\$22.5834	\$3,914.45	\$46,973
	Step 4 - Thereafter	\$23.2476	\$4,029.57	\$48,355		Step 4 - Thereafter	\$23.7125	\$4,110.16	\$49,322
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$20.6903	\$3,586.30	\$43,036	Grade = 602 LABORER 2	Step 0 - First 6 Months	\$21.1041	\$3,658.03	\$43,896
Positions in this grade:	Step 1 - Next 12 Months	\$21.7248	\$3,765.63	\$45,188	Positions in this grade:	Step 1 - Next 12 Months	\$22.1593	\$3,840.94	\$46,091
Utility Worker II	Step 2 - Next 12 Months	\$23.0282	\$3,991.56	\$47,899	Utility Worker II	Step 2 - Next 12 Months	\$23.4888	\$4,071.39	\$48,857
	Step 3 - Next 12 Months	\$24.4100	\$4,231.05	\$50,773		Step 3 - Next 12 Months	\$24.8982	\$4,315.67	\$51,788
	Step 4 - Thereafter	\$25.6305	\$4,442.61	\$53,311		Step 4 - Thereafter	\$26.1431	\$4,531.46	\$54,377
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$21.7248	\$3,765.63	\$45,188	Grade = 607 LABORER 3	Step 0 - First 6 Months	\$22.1593	\$3,840.94	\$46,091
Positions in this grade:	Step 1 - Next 12 Months	\$22.8111	\$3,953.91	\$47,447	Positions in this grade:	Step 1 - Next 12 Months	\$23.2673	\$4,032.99	\$48,396
Meter Reader/Repair	Step 2 - Next 12 Months	\$24.1797	\$4,191.15	\$50,294	Meter Reader/Repair	Step 2 - Next 12 Months	\$24.6633	\$4,274.97	\$51,300
Water Treatment Plant Opt 1	Step 3 - Next 12 Months	\$25.6305	\$4,442.61	\$53,311	Water Treatment Plant Opt 1	Step 3 - Next 12 Months	\$26.1431	\$4,531.46	\$54,377
	Step 4 - Thereafter	\$26.9119	\$4,664.72	\$55,977		Step 4 - Thereafter	\$27.4502	\$4,758.02	\$57,096
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$22.8111	\$3,953.91	\$47,447	Grade = 603 LABORER 4	Step 0 - First 6 Months	\$23.2673	\$4,032.99	\$48,396
Positions in this grade:	Step 1 - Next 12 Months	\$23.9516	\$4,151.61	\$49,819	Positions in this grade:	Step 1 - Next 12 Months	\$24.4307	\$4,234.64	\$50,816
Senior Utility Worker	Step 2 - Next 12 Months	\$25.3887	\$4,400.70	\$52,808	Senior Utility Worker	Step 2 - Next 12 Months	\$25.8965	\$4,488.71	\$53,865
Mechanic	Step 3 - Next 12 Months	\$26.9119	\$4,664.72	\$55,977	Mechanic	Step 3 - Next 12 Months	\$27.4502	\$4,758.02	\$57,096
Facilities Maint Worker	Step 4 - Thereafter	\$28.2576	\$4,897.98	\$58,776	Facilities Maint Worker	Step 4 - Thereafter	\$28.8228	\$4,995.93	\$59,951
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$23.9516	\$4,151.61	\$49,819	Grade = 611 LABORER 5	Step 0 - First 6 Months	\$24.4307	\$4,234.64	\$50,816
Positions in this grade:	Step 1 - Next 12 Months	\$25.1491	\$4,359.16	\$52,310	Positions in this grade:	Step 1 - Next 12 Months	\$25.6520	\$4,446.35	\$53,356
Senior Mechanic	Step 2 - Next 12 Months	\$26.6582	\$4,620.75	\$55,449	Senior Mechanic	Step 2 - Next 12 Months	\$27.1914	\$4,713.16	\$56,558
Water Treatment Plant Op II	Step 3 - Next 12 Months	\$28.2576	\$4,897.98	\$58,776	Water Treatment Plant Op II	Step 3 - Next 12 Months	\$28.8228	\$4,995.93	\$59,951
WW Treatment Plant Op	Step 4 - Thereafter	\$29.6705	\$5,142.87	\$61,714	WW Treatment Plant Op	Step 4 - Thereafter	\$30.2639	\$5,245.73	\$62,949
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$25.1491	\$4,359.16	\$52,310	Grade = 609 LABORER 6	Step 0 - First 6 Months	\$25.6520	\$4,446.35	\$53,356
Positions in this grade:	Step 1 - Next 12 Months	\$26.7504	\$4,636.73	\$55,641	Positions in this grade:	Step 1 - Next 12 Months	\$27.2854	\$4,729.46	\$56,754
Cemetery Sexton	Step 2 - Next 12 Months	\$27.9910	\$4,851.77	\$58,221	Cemetery Sexton	Step 2 - Next 12 Months	\$28.5508	\$4,948.80	\$59,386
Utility Technician	Step 3 - Next 12 Months	\$29.6705	\$5,142.87	\$61,714	Utility Technician	Step 3 - Next 12 Months	\$30.2639	\$5,245.73	\$62,949
WWTP Lab Tech	Step 4 - Thereafter	\$31.1540	\$5,400.01	\$64,800	WWTP Lab Tech	Step 4 - Thereafter	\$31.7771	\$5,508.01	\$66,096
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$26.4066	\$4,577.06	\$54,925	Grade = 612 LABORER 7	Step 0 - First 6 Months	\$26.9348	\$4,668.60	\$56,023
Positions in this grade:	Step 1 - Next 12 Months	\$27.7269	\$4,805.90	\$57,671	Positions in this grade:	Step 1 - Next 12 Months	\$28.2814	\$4,902.02	\$58,824
Sr Water Treatment Plant Op	Step 2 - Next 12 Months	\$29.3906	\$5,094.27	\$61,131	Sr Water Treatment Plant Op	Step 2 - Next 12 Months	\$29.9784	\$5,196.16	\$62,354
Water Quality Technician	Step 3 - Next 12 Months	\$31.1540	\$5,399.92	\$64,799	Water Quality Technician	Step 3 - Next 12 Months	\$31.7771	\$5,507.92	\$66,095
Sr WW Treatment Plant Op	Step 4 - Thereafter	\$32.7117	\$5,669.92	\$68,039	Sr WW Treatment Plant Op	Step 4 - Thereafter	\$33.3660	\$5,783.32	\$69,400

***PLEASE NOTE:** Hourly rates are accurate to 4 decimal places. A Monthly wage is provided as an approximate salary, but actual monthly earnings may differ from those quoted above.

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 737

July 1, 2019 – June 30, 2022

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AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS and LABORERS UNION LOCAL 737

PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the "City", and Oregon, Southern Idaho 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 pays 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 undertaken 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 Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in
September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in
November)
Day after Thanksgiving (4th Friday in
November)
Christmas Day (December 25th)
(Any day declared by the Governor or President as a holiday).

For purposes of clarification of the statement in this Article V concerning days declared by the Governor or President as holidays, both parties agree the statement will be interpreted as follows:

- a) When the U.S. President or Oregon Governor establishes a new annuallyreoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for the purposes of observing a day of nationwide or statewide celebration or homage — for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event — such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for the specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the 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 **holiday** 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. Eligibility. An employee shall be eligible to take accrued vacation leave with pay after one (1) full year of continuous service. Vacation leave shall accrue on a monthly basis. 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 the schedule below for every full year of continuous service completed by the employee with the City of Ashland up to a maximum annual vacation accrual cap of 200 hours.

YEARS WORKED	PER PAY PERIOD	MONTHLY ACCRUAL	ANNUAL ACCRUAL
1	3.33	6.66	80
2	3.58	7.16	86
3	3.83	7.66	92
4	4.08	8.16	98
5	4.33	8.66	104
6	4.58	9.16	110
7	4.83	9.66	116
8	5.08	10.16	122
9	5.33	10.66	128
10	5.58	11.16	134
11	5.83	11.66	140
12	6.08	12.16	146
13	6.33	12.66	152
14	6.58	13.16	158
15	6.83	13.66	164
16	7.08	14.16	170
17	7.33	14.66	176
18	7.58	15.16	182
19	7.83	15.66	188
20	8.08	16.16	194
21	8.33	16.66	200

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. Use of accrued vacation time. Each year, an employee may use accrued vacation time to take time off or to carry forward to the next year. The following rules apply:

Section 3.1. After the first year of employment, an employee can use vacation for time off as soon as the vacation time has been earned.

Section 3.2. The employee must use at least 75% of his/her annual vacation accrual for time off. Example: an employee who earns 16 vacation days per year (10.67 hours per month) must take at least twelve (12) days of vacation time off during the year.

Section 3.3. Vacation time that is not used for time off will carry forward to the next year.

Section 3.4. An employee cannot accumulate at any time more vacation time than two times his/her annual vacation accrual. Example: an employee who earns 16 vacation days per year (10.67 hours per month) may accumulate up to thirty-two (32) days of vacation.

Section 3.5. If an employee has the maximum amount of vacation accumulated, no more vacation time is earned until the employee has used some of the accumulated vacation time.

Section 4. Accrual Notification. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. The employee and supervisor will immediately discuss when the employee can take time off so as to avoid any loss of vacation time. If the City is unable to release the employee within that thirty day period to take vacation time off, the vacation time which exceeds the accrual maximum will, by mutual agreement between the supervisor and the employee, either be cashed out or the employee will be allowed to carry it forward until the employee can take the time off.

Section 4.1 Accrual Limitations. Vacation leave 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 leave because of accrual limitations may, by notifying his/her supervisor fifteen (15) days in advance, absent himself/herself to prevent loss of vacation leave. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. No payment shall be made for vacation leave 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 5. 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. 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 6. Payment on Termination. In the event of the 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) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate 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. Treatment plant operators shall be scheduled for eight (8) consecutive hours (including 1/2 hour for a meal period) which shall be paid. Treatment 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 Am., 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.

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 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 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 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 daffy 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 without pay.

Section 6. Compensation for Not Using Sick Leave. Employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to employee’s cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in Section 6. above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	96-100 = -4 + 40 = 36/3 = 12	96-30 = 66 + 30 = 96/3=32	96-10 = 86 + 10 = 96/3 = 32	96-152 = -56 + 40 = -16/3 = - 5.33
Balance that can be cashed out (Max 32):	12	32	32	

Section 7. Use for Family Illness.

An employee may be granted leave to care for an ill or injured family member in accordance with applicable federal and state Family & Medical Leave Laws.

For the purpose of this Section, family member shall include any family member recognized under the Oregon and/or Federal Family and Medical Leave Acts.

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, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law. 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.

The Following Wage Increases shall be applied:

Effective 7/1/2019 – All positions in the bargaining unit shall receive a 2% Cost-of-Living Adjustment (COLA).

Effective 7/1/2020 and 7/1/2021 -- All positions in the bargaining unit will receive a COLA based on actual CPI, with a minimum of 1.5% and a maximum of 3%. If the actual CPI is greater than 3.0% or lower than 1.5% by more than 0.5%, both parties agree to re-open the contract to discuss wages only. Parties agree to use LGPI's published CPI Index which shows the U.S. City Average CPI-U March-March. *(The index is available on-line at <https://www.lgpi.org/lgpi/page/consumer-price-index-cpi>).*

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 two (2) hours at double time for the work for which they are called back and return to work. This section applies only when call-back result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls or SCADA alerts received outside of the working day or working shift, that do not result in a return to work will result in one (1) hour of double time, unless that call or alert takes longer than one (1) hour to resolve. Calls lasting longer than (1) hour will result in double time for the actual duration of the call or alert. 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:

- 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 forty (40) hours which represents eighty (80) 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 5.1. Overtime Meal Allowance. Employees who are required to work more than (12) hours in one work day or are required to report to work without adequate time to prepare a meal shall be entitled to a meal allowance. An overtime meal allowance of \$15.00 will be paid on the first paycheck that includes the overtime work. Overtime meal allowance should be approved by the employee's supervisor and requested on the timesheet when the overtime work occurred.

If overtime work continues after a meal has been provided, employees shall be entitled to additional meals at (4) hour intervals thereafter.

Section 6. Standby Pay. Standby pay shall be 7% of an employee's regular monthly rate. If a holiday occurs, or the holiday observation occurs on an assigned work day, an additional 3% of the employee's regular monthly rate shall be paid to such employee for the week in which the holiday, or observation occurs.

Section 7. Certification-Pay.

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 = \$0.35 per hr.
- (6) Erosion Control Certification = \$0.25 per hr.
- (7) Pre-Need Sales Certification = \$0.25 per hr. (Limited to two employees actively working in the Cemetery Division.)

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.

Employees may receive pay for more than one certification, but pay for combined certifications may not exceed \$0.50/hr. To be eligible for certification pay, an employee must obtain prior approval from his or her supervisor.

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. Any member of the bargaining unit assigned as "Lead Worker" will be eligible for 5% additional pay for the period assigned as Lead Worker. Lead Worker status shall be noted on the employee's timesheet as Working Out-of-Class.

Section 10. Longevity Pay. Once a member of the bargaining achieves a total of 20 years of service, he/she shall receive a one-time cash payment of \$1,000. At the employee's option, he or she may accept the longevity payment as cash, or the member may elect to defer (all or part of) the longevity pay through one of the City's available deferred compensation programs.

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 three (3) 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 *(Language taken from MOU dated 3-12-09)*

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 any division he/she has previously worked. If the employer determines that a layoff requires seniority to be bypassed in order to retain an employee with a skill not possessed by others in the division, the employer shall notify the union at least 10 working days prior to implementation. The matter shall be subject to the grievance procedure.

Seniority shall accrue separately for each division he/she works in. "Division" shall be defined as:

Water Distribution
Water Treatment
Wastewater Collections
Wastewater Treatment Plant
Storm water Collections
Street Operations/Maintenance
Facilities

Cemetery
Equipment Maintenance

The employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (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 #737, 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.

The City agrees to allow (1) hour of paid time per year for the entire bargaining unit to meet. The union agrees to provide adequate advanced notice to City management so that workschedules can be adjusted for employee attendance at the annual union meeting. It is understood and agreed by both parties that no overtime will be incurred or paid for the purpose of employee participation in the annual meeting.

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, if exposed to chemical or biohazard that require special cleaning. Employees may be provided with routine clothing items such as shirts, jackets or hats imprinted with the City's logo for easy identification in the field; however, cleaning and maintenance of routine clothing items shall be the responsibility of the employee unless special cleaning is required as described above. The City will continue to honor any agreements made with employees prior to 7/1/2011 regarding the cleaning of non-protective clothing items.

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 9.1. Boot Allowance. Employees may receive reimbursement of up to a maximum of \$600 per contract period* toward the cost of the purchase or repair of shoes, boots or protective footwear (including orthotics, insoles, or weather-related footwear/gear). Purchases of more than \$200 in a fiscal year must be pre-approved by the employee's supervisor.

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. The Employee Health Benefits Advisory Committee including one (1) representative of Laborers Union shall meet annually for the purpose of reviewing program performance and discussing health insurance benefits in order to inform their members. The committee and the union shall be advised of any proposed changes to the insurance benefits plan.

Health benefits and other insurance will be provided to represented employees under the same conditions and restrictions as provided to all other City employees. Coverage may be adjusted or modified by the City Administrator. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Section 2. The employee premium contribution shall not exceed 5% of the premium cost and shall be deducted from the employee's check through regular payroll deductions.

Section 3. HRA-VEBA. The City agrees to contribute an amount equivalent to 2% of salary for each member of the bargaining unit into an HRA-VEBA program for the duration of the contract.

Section 4. Life Insurance. The City agrees to provide each member with life insurance coverage: Employee (\$10,000) with a matching Accidental Death and Dismemberment (AD&D) policy; Dependent (\$1,000) coverage. Members may purchase additional voluntary coverage to supplement city-provided policies.

Section 5. Long Term Disability Insurance. The City agrees to provide long term disability insurance for the employee only.

Section 6. Deferred Compensation. 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.

A contribution of \$30.00 per month shall be contributed by the City to the Deferred Compensation plan of employee's choice whether the employee elects to contribute his or her personal funds to the plan or not. This contribution recognizes benefit concessions made in prior negotiations that were intended to go toward annual insurance deductible cost.

Section 7. Flexible Spending Account. Pre-tax flexible spending account options for eligible health and dependent care expenses

Section 8. 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 9. Medical Coverage for Retirees. The City will allow Tier 2 & 3 (OPSRP) retirees to convert up to 100 hours of his/her unused sick leave balance into a contribution to his/her HRA VEBA at retirement to help with post-employment medical expenses. The employee must meet the eligibility requirements to retire under PERS Tier 2 or 3, and the employee's final rate of pay shall be used to calculate the City's contribution into the employee's HRA VEBA Account.

Section 10. Mercy Flights Membership – The City Agrees to pay the annual premium for household membership in Mercy Flights for Air Ambulance transportation services. Employees shall have the opportunity to upgrade his/her membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction.

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, 2019**, and shall remain in full force and effect until the 30th day of **June 2022**, 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.

CITY OF ASHLAND

**APPROVED:
ASHLAND CITY COUNCIL**

By _____
Kelly Madding, City Administrator

By _____
John Stromberg, Mayor

L.I.U.N.A. Local No. 737

By _____
Zack Culver

Date _____

By _____
Greg Whittenburg

Date _____

By _____
Dave Onkka

Date _____

Oregon Southern Idaho District Council of Laborers

By _____
Greg Held

Date _____

Appendix "A"

Job Classifications in the Bargaining Unit

Cemetery Sexton

Mechanic

Senior Mechanic

Meter Reader/Repair

Wastewater Treatment Plant Operator

Senior Wastewater Treatment Plant Operator

Utility Worker I

Utility Worker II

Senior Utility Worker

Utility Technician

Water Quality Technician

Water Treatment Plant Operator I, II *

Senior Water Treatment Plant Operator

(*) Indicates Flexible Staffing Option - The City can hire a I or a II base on operational needs, and promote I to II without a competitive process.

Appendix “B” Salary Schedule

Effective 7/1/2018 - 2.1% COLA					Effective 7/1/2019 - 2% COLA				
Laborer's - All Job Classes are Non-Exempt					Laborer's - All Job Classes are Non-Exempt				
Group/BU Code 5000		Hourly	Monthly	Annual	Group/BU Code 5000		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$18.7666	\$3,252.87	\$39,034	Grade = 601 LABORER 1	Step 0 - First 6 Months	\$19.1419	\$3,317.93	\$39,815
Positions in this grade:	Step 1 - Next 12 Months	\$19.7050	\$3,415.53	\$40,986	Positions in this grade:	Step 1 - Next 12 Months	\$20.0991	\$3,483.84	\$41,806
Utility Worker I	Step 2 - Next 12 Months	\$20.8873	\$3,620.46	\$43,446	Utility Worker I	Step 2 - Next 12 Months	\$21.3051	\$3,692.87	\$44,314
Lube Tech	Step 3 - Next 12 Months	\$22.1406	\$3,837.69	\$46,052	Lube Tech	Step 3 - Next 12 Months	\$22.5834	\$3,914.45	\$46,973
	Step 4 - Thereafter	\$23.2476	\$4,029.57	\$48,355		Step 4 - Thereafter	\$23.7125	\$4,110.16	\$49,322
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$20.6903	\$3,586.30	\$43,036	Grade = 602 LABORER 2	Step 0 - First 6 Months	\$21.1041	\$3,658.03	\$43,896
Positions in this grade:	Step 1 - Next 12 Months	\$21.7248	\$3,765.63	\$45,188	Positions in this grade:	Step 1 - Next 12 Months	\$22.1593	\$3,840.94	\$46,091
Utility Worker II	Step 2 - Next 12 Months	\$23.0282	\$3,991.56	\$47,899	Utility Worker II	Step 2 - Next 12 Months	\$23.4888	\$4,071.39	\$48,857
	Step 3 - Next 12 Months	\$24.4100	\$4,231.05	\$50,773		Step 3 - Next 12 Months	\$24.8982	\$4,315.67	\$51,788
	Step 4 - Thereafter	\$25.6305	\$4,442.61	\$53,311		Step 4 - Thereafter	\$26.1431	\$4,531.46	\$54,377
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$21.7248	\$3,765.63	\$45,188	Grade = 607 LABORER 3	Step 0 - First 6 Months	\$22.1593	\$3,840.94	\$46,091
Positions in this grade:	Step 1 - Next 12 Months	\$22.8111	\$3,953.91	\$47,447	Positions in this grade:	Step 1 - Next 12 Months	\$23.2673	\$4,032.99	\$48,396
Meter Reader/Repair	Step 2 - Next 12 Months	\$24.1797	\$4,191.15	\$50,294	Meter Reader/Repair	Step 2 - Next 12 Months	\$24.6633	\$4,274.97	\$51,300
Water Treatment Plant Opt 1	Step 3 - Next 12 Months	\$25.6305	\$4,442.61	\$53,311	Water Treatment Plant Opt 1	Step 3 - Next 12 Months	\$26.1431	\$4,531.46	\$54,377
	Step 4 - Thereafter	\$26.9119	\$4,664.72	\$55,977		Step 4 - Thereafter	\$27.4502	\$4,758.02	\$57,096
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$22.8111	\$3,953.91	\$47,447	Grade = 603 LABORER 4	Step 0 - First 6 Months	\$23.2673	\$4,032.99	\$48,396
Positions in this grade:	Step 1 - Next 12 Months	\$23.9516	\$4,151.61	\$49,819	Positions in this grade:	Step 1 - Next 12 Months	\$24.4307	\$4,234.64	\$50,816
Senior Utility Worker	Step 2 - Next 12 Months	\$25.3887	\$4,400.70	\$52,808	Senior Utility Worker	Step 2 - Next 12 Months	\$25.8965	\$4,488.71	\$53,865
Mechanic	Step 3 - Next 12 Months	\$26.9119	\$4,664.72	\$55,977	Mechanic	Step 3 - Next 12 Months	\$27.4502	\$4,758.02	\$57,096
Facilities Maint Worker	Step 4 - Thereafter	\$28.2576	\$4,897.98	\$58,776	Facilities Maint Worker	Step 4 - Thereafter	\$28.8228	\$4,995.93	\$59,951
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$23.9516	\$4,151.61	\$49,819	Grade = 611 LABORER 5	Step 0 - First 6 Months	\$24.4307	\$4,234.64	\$50,816
Positions in this grade:	Step 1 - Next 12 Months	\$25.1491	\$4,359.16	\$52,310	Positions in this grade:	Step 1 - Next 12 Months	\$25.6520	\$4,446.35	\$53,356
Senior Mechanic	Step 2 - Next 12 Months	\$26.6582	\$4,620.75	\$55,449	Senior Mechanic	Step 2 - Next 12 Months	\$27.1914	\$4,713.16	\$56,558
Water Treatment Plant Op II	Step 3 - Next 12 Months	\$28.2576	\$4,897.98	\$58,776	Water Treatment Plant Op II	Step 3 - Next 12 Months	\$28.8228	\$4,995.93	\$59,951
WW Treatment Plant Op	Step 4 - Thereafter	\$29.6705	\$5,142.87	\$61,714	WW Treatment Plant Op	Step 4 - Thereafter	\$30.2639	\$5,245.73	\$62,949
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$25.1491	\$4,359.16	\$52,310	Grade = 609 LABORER 6	Step 0 - First 6 Months	\$25.6520	\$4,446.35	\$53,356
Positions in this grade:	Step 1 - Next 12 Months	\$26.7504	\$4,636.73	\$55,641	Positions in this grade:	Step 1 - Next 12 Months	\$27.2854	\$4,729.46	\$56,754
Cemetery Sexton	Step 2 - Next 12 Months	\$27.9910	\$4,851.77	\$58,221	Cemetery Sexton	Step 2 - Next 12 Months	\$28.5508	\$4,948.80	\$59,386
Utility Technician	Step 3 - Next 12 Months	\$29.6705	\$5,142.87	\$61,714	Utility Technician	Step 3 - Next 12 Months	\$30.2639	\$5,245.73	\$62,949
WWTP Lab Tech	Step 4 - Thereafter	\$31.1540	\$5,400.01	\$64,800	WWTP Lab Tech	Step 4 - Thereafter	\$31.7771	\$5,508.01	\$66,096
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$26.4066	\$4,577.06	\$54,925	Grade = 612 LABORER 7	Step 0 - First 6 Months	\$26.9348	\$4,668.60	\$56,023
Positions in this grade:	Step 1 - Next 12 Months	\$27.7269	\$4,805.90	\$57,671	Positions in this grade:	Step 1 - Next 12 Months	\$28.2814	\$4,902.02	\$58,824
Sr Water Treatment Plant Op	Step 2 - Next 12 Months	\$29.3906	\$5,094.27	\$61,131	Sr Water Treatment Plant Op	Step 2 - Next 12 Months	\$29.9784	\$5,196.16	\$62,354
Water Quality Technician	Step 3 - Next 12 Months	\$31.1540	\$5,399.92	\$64,799	Water Quality Technician	Step 3 - Next 12 Months	\$31.7771	\$5,507.92	\$66,095
Sr WW Treatment Plant Op	Step 4 - Thereafter	\$32.7117	\$5,669.92	\$68,039	Sr WW Treatment Plant Op	Step 4 - Thereafter	\$33.3660	\$5,783.32	\$69,400

*PLEASE NOTE: Hourly rates are accurate to 4 decimal places. A Monthly wage is provided as an approximate salary, but actual monthly earnings may differ from those quoted above.