

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 737

July 1, 2022 – June 30, 2025

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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 City's elected officials, the City Manager, 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 apply to classifications of employees in the Public Works Department, 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. Their

membership or non-membership in the Union shall be the individual choice of employees covered by this agreement. The City shall furnish to the union the names and addresses (including cell phone and personal email) of newly hired employees covered by this agreement within thirty (30) calendar days following the employees date of hire.

Section 2. Check-off for Union Members. Upon receipt monthly from the Union of a list of names of bargaining unit employees who have authorized such deductions, 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 and kept by the Union 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. New Employee Orientation. The City shall hold a new employee orientation for new hires in the bargaining unit. The City shall provide the Union notice of new employee orientations no less than 10 calendar days before the orientation and shall include the date, time and location of the orientation. Immediately following the City's orientation, the Union shall be allowed up to (30) minutes to provide its new employee orientation to the new hire(s). Management shall not be present during the Union's presentation. The decision whether to attend the Union's orientation shall be at the sole discretion of the new employee, but if the employee attends, their attendance shall be without loss of pay.

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 Manager 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 train, assign and 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 and the minimum qualifications for 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)
Juneteenth (June 19)
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)

- a) When the U.S. President or Oregon Governor establishes a new annually recurring 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 preauthorized vacation, sick leave, or other leave with pay when a holiday occurs, payment to the employee for that day shall be accounted for as holiday pay, not as pay for hours of the preauthorized 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 their last scheduled workday prior to the Holiday and on their first scheduled workday 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 their regularly scheduled work week, they shall receive, in addition to their holiday pay, compensation for all hours worked at their 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, they shall receive, in addition to their regular pay, compensation for all hours worked in accordance with call-back pay provisions set forth in Article XI, Section 3.

ARTICLE VI - VACATIONS

Section 1.

Use of Vacation Time During First Six 6 Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After 6 months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation hours actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: a new hire is granted 60 hours of vacation at time of hire. They accrue 5 hours of vacation per pay period. During month 2 they use all 60 hours of anticipated vacation hours then resign after 4 full months on the job. The City would deduct 20 hours of pay from the employee's final pay check because only 4 months of vacation hours (or 40 hours) had accrued at the time of the employee's resignation.

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period*</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

*There are 26 pay periods per year, however benefits accrue in only 24 of them or two per month, every month.

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 their 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 their 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 Limitations. An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual

cap of this subsection. Said temporary allowance may continue for no more than 180 days. 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 (or their designee'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 their 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.

Section 6. Payment on Termination. In the event of the death or termination of an employee during the initial twelve (12) months of their 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. Hours of Work and Workweek. To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work shift, and five (5) consecutive days of regular shifts, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become their regular workweek. With a department head's approval, an alternate 40 hour per week work schedule can be established such as four (4) workdays of ten (10) hours. The City Manager and Department heads have discretion to end such approval.

Within the regular work shift for Treatment Plant Operators is a paid, one-half hour meal period during which Operators may not leave the treatment plants. 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 2. 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. Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be communicated fourteen (14) calendar days prior to the effective date of the change.

A department head may approve a schedule with a different starting and ending time on different days of the week or month. The City Manager and Department heads have discretion to end such approval.

Section 3. Rest Periods. A paid 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 4. Meal Periods. Except for treatment plant operators, and to the extent consistent with operating requirements of the respective departments, an uninterrupted, unpaid, one-half hour meal period 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. New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, 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. 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. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 2. Purposes for Sick Leave and Notice Requirements. Employees may utilize their allowance for sick leave for any purpose set forth in "Appendix C – Purposes for Sick Leave" attached and incorporated herein. In such event, the employee shall notify the department head or other supervisor of their need to use sick leave and of

the expected length thereof, as soon as possible up to ten (10) calendar days prior to the beginning of the first work shift they expect to miss, unless unable to do so because of the serious nature of their own injury or illness.

Medical verification from a qualified health care provider of the need for the use of sick leave may be required at the option of the City for absences of over three consecutive workdays. If the need for sick time is foreseeable and is projected to last more than three scheduled workdays, the supervisor may require that verification be provided before the sick leave commences or as soon as otherwise practicable. Otherwise, medical verification shall be provided to the supervisor within 15 calendar days of the request therefore. The employer shall pay any reasonable costs for providing medical verification required under this section, including lost wages, that are not paid under the employee's medical or dental insurance policies.

If a supervisor suspects that an employee is abusing sick time, including engaging in a pattern of abuse, they may require verification from a qualified health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. "Pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days or paydays.

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 recurring time-loss payments 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 wages. 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, vacation leave, compensatory time and FMLA and OFLA unpaid leave have 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 their death or termination of employment, except that upon retirement, accumulated but unused sick leave will be reported to Oregon PERS as provided in ORS 238.350. 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. FMLA and OFLA Leave. 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 – BEREAVEMENT LEAVE

Section 1. Bereavement 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. For the purposes of the Bereavement Leave benefit, an employee's immediate family shall include spouse, parent, children, sibling, sibling-in-law, parent-in-law, grandparents and grandparents-in-law. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their 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. Grants of such leave include no guarantee that the position vacated will not be eliminated during the employee's leave due to budget constraints.

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 them for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of their 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 service on the employee of a subpoena or other direction by proper authority. The matter must be one in which the employee is not a party to the proceeding. The regular pay of such employee shall be reduced by an amount equal to any compensation they 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. 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 6. 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 their 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. Their 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 7. Military Leave. Paid and unpaid military leave shall be granted in accordance with Oregon and federal law.

Section 8. 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 their position with the City, and their position shall be declared vacated; except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they is unable to work by reason of sickness, physical disability or other legitimate reason beyond their 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 7/1/2022 – All positions in the bargaining unit shall receive a 4.0% Cost-of-Living Adjustment (COLA).

Effective 7/1/2023 - All positions in the bargaining unit shall receive a 4.0% Cost-of-Living Adjustment (COLA).

Effective 7/1/2024 - All positions in the bargaining unit shall receive a 3.0% Cost-of-Living Adjustment (COLA).

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 they desire 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 on November 30 to be compensated as pay on the first paycheck 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 forty (40) hours (80 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 10% of an employee's regular monthly rate. If a holiday occurs, or the holiday observation occurs on an assigned work day, an additional 2% 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.)

- (8) Road Scholar I = \$0.25¢ per hour.

- (9) Road Scholar II = \$0.35¢ per hour.

- (10) Traffic Control Supervisor (TCS) = \$0.50¢ per hour.

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 their supervisor.

Section 8. Mileage. An employee required to report for special duty or assignment at any location other than their permanent reporting location and who is required to use their 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, they 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 Program. An employee who completes five consecutive years (60 consecutive months) of employment in a bargaining unit position or positions, shall be paid \$1,000. All longevity pay paid under this section shall be paid in the first pay period in December.

If there is no separation in employment, the City shall pay the employee \$1,000 each year thereafter until the employee completes 10 consecutive years (120 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,250.

The City shall pay the employee \$1,250 each year thereafter until the employee completes 15 consecutive years (180 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,500. The City shall pay the employee \$1,500 each year thereafter until the employee's employment at the City ends for any reason.

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 their 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, they 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, they 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 they so desire. 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 their 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. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee, within five (5) working days after the Director of Public Works action. The City Manager or their 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 of the decision of the City Manager or their 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 them. Their decision shall be based solely upon their 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 their 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

Section 1. Seniority. Seniority shall be an employee's length of continuous service with the bargaining unit, dating from their last date of hire, and shall apply by job classification within their division in the matter of layoff, recall and vacation.

In the event of a layoff, such employee may exercise their seniority in a lower job classification within any division they 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 they 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 their 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 they 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 ninety (90) 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 ninety (90) 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 ninety (90) calendar days; (2) vacation leave; (3) educational leave required by the City; (4) military leave as specified in Article X; (5) bereavement 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 they 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 their previous position. Demotion of an employee on promotional probationary status shall not 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. All job opportunities for bargaining unit classifications 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. Subject to the requirements of Oregon's Veterans Preference in Public Employment Act, 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 their last known address furnished to the City by the employee. Laid off employees are solely responsible for assuring that the City has their current mailing addresses. 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 against an employee's race, creed, color, sex, sexual orientation, gender identity, age, national origin or disability. 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 all genders.

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 in individual personnel 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. Provided that any meetings with employees do not interfere with the employer's operations, accredited representatives of the District Council of Laborers and Laborers Union, Local #737, upon reasonable and proper introduction, shall 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 union agrees to provide adequate advanced notice to City management so that work schedules can be adjusted to assure employee availability.

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.

Upon delivery of a demand to open negotiations for a successor to this agreement, the City agrees to allow bargaining unit employees up to a total of three (3) hours of time during the period of negotiations to meet with the union bargaining team for contract discussion and review without loss of compensation.

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 and by Oregon law.

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. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 8. Supervisory Employees. It is understood that supervisory employees 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 workload 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 shall receive payment of \$300 per contract year of this Agreement, (\$900 total), toward the cost of the purchase or repair of shoes, boots or protective footwear (including orthotics, insoles, or weather-related footwear/gear).

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 workload 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. Employees will have a choice between two health insurance plans: the base plan that carries a \$1,500 annual deductible and premium plan that carries a \$500 annual deductible. Employees alone must pay the difference in premiums between the base plan and the premium plan each month by payroll deduction to enroll themselves and their eligible dependents in the premium plan. Coverage may be adjusted or modified

by the City Manager. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 2. From July 1, 2022 through December 31, 2022, 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. For enrollment in the base plan from January 1, 2023 through June 30, 2023, the employee premium contribution shall increase to 7.5%. Beginning July 1, 2023 and for the balance of the term of this agreement and any automatic renewals described in Article XX or otherwise agreed to, the employee premium contribution shall increase to 10.0%. All employee premium contributions shall be made monthly by payroll deduction.

As stated in Section 1., for enrollment in the premium plan, the City shall contribute monthly the same sum of money as it contributes for the base plan and the employee shall pay the balance of the premium each month by payroll deduction.

Section 3. HRA-VEBA. The City agrees to contribute monthly an amount equivalent to 3.0% 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 up to \$50.00 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 their 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 their unused sick leave balance into a contribution to their 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 their membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction.

ARTICLE XVII - 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 time loss payments shall be equal to the difference between such payments and the employee's regular pay rate.

ARTICLE XVIII - LIABILITY INSURANCE

Section 1. Liability Insurance. The City shall purchase liability insurance to the limits set forth in the Oregon Tort Claims Act (ORS 30.260 – 30.300) 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 XIX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause Should any provision of this Agreement be declared invalid by statute, competent judicial authority or by ruling of the Oregon Employment Relations Board, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In this event, either or both parties may, in writing, demand to bargain the subject of the invalidated provision(s). Upon such demand by one party to the other, bargaining shall be governed by ORS 243.698.

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 XX - TERMINATION AND REOPENING

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect until the 30th day of June 2025, 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

By DocuSigned by:
Joseph L. Lessard Date 10/17/2022
Joseph Lessard, City Manager

**APPROVED:
ASHLAND CITY COUNCIL**

By DocuSigned by:
Julie Arins Date 10/17/2022
Julie Arins, Mayor

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

By Zack Culver
Zack Culver

Date 11/9/2022

By Joe Escure
Joe Escure

Date 11/10/2022

By Dave Onkka
Dave Onkka

Date 11/10/2022

Oregon Southern Idaho District Council of Laborers

By Jeffrey Gritz
Jeffrey Gritz

Date 11/9/2022

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 level I or a level II based on operational needs and promote a level I to a level II without a competitive process.

Appendix "B" Salary Schedule

Effective 7/1/2022 - 4% COLA					
Laborer's - All Job Classes are Non-Exempt					
Group/BU Code 5030		Hourly	Monthly	Annual	
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$20.7316	\$3,593.47	\$43,122	
Positions in this grade:	Step 1 - Next 12 Months	\$21.7682	\$3,773.15	\$45,278	
Utility Worker I	Step 2 - Next 12 Months	\$23.0743	\$3,989.55	\$47,985	
Lube Tech	Step 3 - Next 12 Months	\$24.4589	\$4,239.53	\$50,874	
	Step 4 - Thereafter	\$25.8817	\$4,461.49	\$53,418	
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$22.8568	\$3,961.83	\$47,542	
Positions in this grade:	Step 1 - Next 12 Months	\$23.9996	\$4,159.92	\$49,919	
Utility Worker II	Step 2 - Next 12 Months	\$25.4395	\$4,409.50	\$52,914	
	Step 3 - Next 12 Months	\$26.9660	\$4,674.09	\$56,089	
	Step 4 - Thereafter	\$28.3141	\$4,907.78	\$58,893	
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$23.9996	\$4,159.92	\$49,919	
Positions in this grade:	Step 1 - Next 12 Months	\$25.1995	\$4,367.91	\$52,415	
Motor Reader/Repair	Step 2 - Next 12 Months	\$26.7114	\$4,629.97	\$55,560	
Water Treatment Plant Opt 1	Step 3 - Next 12 Months	\$28.3141	\$4,907.78	\$58,893	
	Step 4 - Thereafter	\$29.7299	\$5,153.17	\$61,838	
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$25.1995	\$4,367.91	\$52,415	
Positions in this grade:	Step 1 - Next 12 Months	\$26.4596	\$4,586.33	\$55,036	
Senior Utility Worker	Step 2 - Next 12 Months	\$28.0471	\$4,861.48	\$58,338	
Mechanic	Step 3 - Next 12 Months	\$29.7299	\$5,153.17	\$61,838	
Facilities Maint Worker	Step 4 - Thereafter	\$31.2164	\$5,410.83	\$64,930	
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$26.4698	\$4,586.33	\$55,036	
Positions in this grade:	Step 1 - Next 12 Months	\$27.7829	\$4,815.80	\$57,787	
Senior Mechanic	Step 2 - Next 12 Months	\$29.4498	\$5,104.59	\$61,255	
Water Treatment Plant Opt II	Step 3 - Next 12 Months	\$31.2164	\$5,410.83	\$64,930	
WW Treatment Plant Operator	Step 4 - Thereafter	\$32.7773	\$5,681.38	\$68,177	
Grade = 608 LABORER 6	Step 0 - First 6 Months	\$27.7823	\$4,815.80	\$57,787	
Positions in this grade:	Step 1 - Next 12 Months	\$29.5513	\$5,122.22	\$61,467	
Cemetery Sexton	Step 2 - Next 12 Months	\$30.9219	\$5,359.78	\$64,317	
Utility Technician	Step 3 - Next 12 Months	\$32.7773	\$5,681.38	\$68,177	
WWTP Lab Tech	Step 4 - Thereafter	\$34.4161	\$5,965.45	\$71,585	
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$29.1716	\$5,056.31	\$60,670	
Positions in this grade:	Step 1 - Next 12 Months	\$30.6301	\$5,309.11	\$63,709	
Senior Water Treatment Plant Op	Step 2 - Next 12 Months	\$32.4680	\$5,627.68	\$67,532	
Water Quality Technician	Step 3 - Next 12 Months	\$34.4161	\$5,965.34	\$71,584	
Senior Wastewater Treatment Plant Op	Step 4 - Thereafter	\$36.1370	\$6,263.62	\$75,163	

Effective 7/1/2023 - 4% COLA					
Laborer's - All Job Classes are Non-Exempt					
Group: BU Code: 5000		Hourly	Monthly	Annual	
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$21,5608	\$3,737.21	\$44,846	
Positions in this grade: Utility Worker I Lube Tech	Step 1 - Next 12 Months	\$22,8390	\$3,924.08	\$47,089	
	Step 2 - Next 12 Months	\$23,9973	\$4,159.53	\$49,914	
	Step 3 - Next 12 Months	\$25,4372	\$4,409.11	\$52,909	
	Step 4 - Thereafter	\$26,7080	\$4,629.55	\$55,555	
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$23,7710	\$4,120.31	\$49,344	
Positions in this grade: Utility Worker II	Step 1 - Next 12 Months	\$24,9598	\$4,326.31	\$51,916	
	Step 2 - Next 12 Months	\$26,4670	\$4,685.88	\$55,031	
	Step 3 - Next 12 Months	\$28,0446	\$4,861.05	\$58,333	
	Step 4 - Thereafter	\$29,4487	\$5,104.09	\$61,249	
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$24,9598	\$4,326.31	\$51,916	
Positions in this grade: Meter Reader/Repair Water Treatment Plant Opt 1	Step 1 - Next 12 Months	\$26,2075	\$4,542.83	\$54,512	
	Step 2 - Next 12 Months	\$27,7799	\$4,815.17	\$57,782	
	Step 3 - Next 12 Months	\$29,4467	\$5,104.09	\$61,249	
	Step 4 - Thereafter	\$30,9191	\$5,359.30	\$64,312	
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$26,2075	\$4,542.83	\$54,512	
Positions in this grade: Senior Utility Worker Mechanic Facilities Maint Worker	Step 1 - Next 12 Months	\$27,5180	\$4,769.78	\$57,237	
	Step 2 - Next 12 Months	\$29,1689	\$5,055.94	\$60,671	
	Step 3 - Next 12 Months	\$30,9191	\$5,359.30	\$64,312	
	Step 4 - Thereafter	\$32,4650	\$5,627.26	\$67,527	
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$27,5180	\$4,769.78	\$57,237	
Positions in this grade: Senior Mechanic Water Treatment Plant Opt II WW Treatment Plant Operator	Step 1 - Next 12 Months	\$28,8938	\$5,008.22	\$60,099	
	Step 2 - Next 12 Months	\$30,8278	\$5,308.77	\$63,705	
	Step 3 - Next 12 Months	\$32,4650	\$5,627.26	\$67,527	
	Step 4 - Thereafter	\$34,0884	\$5,908.84	\$70,904	
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$28,8938	\$5,008.22	\$60,099	
Positions in this grade: Cemetery Sexton Utility Technician WWTP Lab Tech	Step 1 - Next 12 Months	\$30,7334	\$5,327.11	\$63,925	
	Step 2 - Next 12 Months	\$32,1687	\$5,574.17	\$66,890	
	Step 3 - Next 12 Months	\$34,0884	\$5,908.84	\$70,904	
	Step 4 - Thereafter	\$35,7928	\$6,204.07	\$74,449	
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$30,3384	\$5,255.58	\$63,103	
Positions in this grade: Senior Water Treatment Plant Op Water Quality Technician Senior Wastewater Treatment Plant Op	Step 1 - Next 12 Months	\$31,8553	\$5,521.48	\$66,258	
	Step 2 - Next 12 Months	\$33,7667	\$5,852.78	\$70,233	
	Step 3 - Next 12 Months	\$35,7928	\$6,203.96	\$74,447	
	Step 4 - Thereafter	\$37,5824	\$6,514.16	\$78,170	

Effective 7/1/2024 - 3% COLA				
Laborer's - All Job Classes are Non-Exempt				
Group/BU Code 5000		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$22,2077	\$3,849.32	\$46,192
Positions in this grade: Utility Worker I Lube Tech	Step 1 - Next 12 Months	\$23,3181	\$4,041.80	\$48,502
	Step 2 - Next 12 Months	\$24,7172	\$4,284.31	\$51,412
	Step 3 - Next 12 Months	\$26,2003	\$4,541.38	\$54,497
	Step 4 - Thereafter	\$27,5103	\$4,768.44	\$57,221
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$24,4842	\$4,243.92	\$50,927
Positions in this grade: Utility Worker II	Step 1 - Next 12 Months	\$25,7083	\$4,456.10	\$53,473
	Step 2 - Next 12 Months	\$27,2507	\$4,723.45	\$56,681
	Step 3 - Next 12 Months	\$28,8859	\$5,008.89	\$60,083
	Step 4 - Thereafter	\$30,3301	\$5,257.21	\$63,087
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$25,7083	\$4,456.10	\$53,473
Positions in this grade: Meter Reader/Repair Water Treatment Plant Opt 1	Step 1 - Next 12 Months	\$26,9838	\$4,676.91	\$56,147
	Step 2 - Next 12 Months	\$28,6133	\$4,959.82	\$59,815
	Step 3 - Next 12 Months	\$30,3301	\$5,257.21	\$63,087
	Step 4 - Thereafter	\$31,8467	\$5,520.08	\$66,241
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$26,9838	\$4,676.91	\$56,147
Positions in this grade: Senior Utility Worker Mechanic Facilities Maint Worker	Step 1 - Next 12 Months	\$28,3436	\$4,912.88	\$58,953
	Step 2 - Next 12 Months	\$30,0440	\$5,207.62	\$62,491
	Step 3 - Next 12 Months	\$31,8467	\$5,520.08	\$66,241
	Step 4 - Thereafter	\$33,4380	\$5,786.08	\$69,553
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$28,3436	\$4,912.88	\$58,953
Positions in this grade: Senior Mechanic Water Treatment Plant Opt II WW Treatment Plant Operator	Step 1 - Next 12 Months	\$29,7804	\$5,159.47	\$61,902
	Step 2 - Next 12 Months	\$31,5464	\$5,468.03	\$65,616
	Step 3 - Next 12 Months	\$33,4380	\$5,798.08	\$69,553
	Step 4 - Thereafter	\$35,1110	\$6,085.90	\$73,031
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$29,7804	\$5,159.47	\$61,902
Positions in this grade: Cemetery Sexton Utility Technician WWTP Lab Tech	Step 1 - Next 12 Months	\$31,9554	\$5,486.93	\$65,843
	Step 2 - Next 12 Months	\$33,1235	\$5,741.40	\$68,897
	Step 3 - Next 12 Months	\$35,1110	\$6,085.90	\$73,031
	Step 4 - Thereafter	\$36,8665	\$6,390.18	\$76,682
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$31,2488	\$5,416.32	\$64,998
Positions in this grade: Senior Water Treatment Plant Op Water Quality Technician Senior Wastewater Treatment Plant Op	Step 1 - Next 12 Months	\$32,9109	\$5,687.12	\$68,245
	Step 2 - Next 12 Months	\$34,7797	\$6,028.37	\$72,340
	Step 3 - Next 12 Months	\$36,8665	\$6,390.08	\$76,681
	Step 4 - Thereafter	\$38,7099	\$6,709.59	\$80,515

*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.

Appendix C Purposes for Sick Leave

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employee was or is in a relationship of in loco parentis, and any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
 - To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
 - To care for a family member with a serious health condition.
 - To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
 - To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
 - To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
 - To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
 - To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.