#### **CITY OF OREGON CITY**

and

#### CITY OF OREGON CITY EMPLOYEES LOCAL 350-2, COUNCIL 75 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

#### **COLLECTIVE BARGAINING AGREEMENT**

July1, 2016 - June 30, 2019

ARTICLE 1 AGREEMENT	1
ARTICLE 2 RECOGNITION	
ARTICLE 3 EMPLOYEE RIGHTS/SECURITY	1
ARTICLE 4 MANAGEMENT RIGHTS	3
ARTICLE 5 HOURS OF WORK	3
ARTICLE 6 COMPENSATION	
ARTICLE 7 PERSONNEL RECORDS	8
ARTICLE 8 EMPLOYEE EVALUATION	9
ARTICLE 9 TRAVEL EXPENSES	
ARTICLE 10 ANNIVERSARY DATE AND STEP INCREASES	9
ARTICLE 11 SHIFT CHANGE NOTIFICATION	10
ARTICLE 12 TOOL AND BOOT ALLOWANCE	10
ARTICLE 13 WATERWORKS CERTIFICATION	11
ARTICLE 14 LONGEVITY PAY	12
ARTICLE 15 WORKING IN A HIGHER CLASSIFICATION	13
ARTICLE 16 LEAVES OF ABSENCE	13
ARTICLE 17 HOLIDAYS	14
ARTICLE 18 VACATION	17
ARTICLE 19 SICK LEAVE	
ARTICLE 20 SALARY CONTINUATION INSURANCE PLAN	18
ARTICLE 21 DEFERRED COMPENSATION AND HRA VEBA	19
ARTICLE 22 EDUCATIONAL OPPORTUNITIES	
ARTICLE 23 PUBLIC EMPLOYEES RETIREMENT SYSTEM	
ARTICLE 24 EMPLOYEE INSURANCE BENEFITS	21
ARTICLE 25 DISCIPLINE AND/OR DISCHARGE	
ARTICLE 26 LAYOFF	23
ARTICLE 27 GRIEVANCE PROCEDURE	
ARTICLE 28 SHOP STEWARDS	
ARTICLE 29 SAVINGS CLAUSE	
ARTICLE 30 NO STRIKES OR LOCKOUTS	
ARTICLE 31 SALARIES/BILINGUAL PAY	
ARTICLE 32 FUNDING	30
ARTICLE 33 SUBCONTRACTING	
ARTICLE 34 PROBATIONARY PERIOD	
ARTICLE 35 ON-CALL DUTY & CALL BACK	31
ARTICLE 36 DEFINITIONS	
ARTICLE 37 LICENSURE PAYMENT	
ARTICLE 38 TERM OF AGREEMENT	
ADDENDUM A – Wage Rates Effective July 1, 2016	35
APPENDIX A PUBLIC WORKS EMERGENCY SHIFT CHANGE NOTIFICATION	
(ESC)	44
APPENDIX B FLEX TIME AGREEMENT FORM	46

## ARTICLE 1 AGREEMENT

This Agreement is entered into by and between the City of Oregon City, herein after referred to as the "CITY," and the City of Oregon City Employees Local 350-2 Council 75, of the American Federation of State, County and Municipal Employees, AFL-CIO, herein after referred to as the "UNION," for the purpose of setting forth the full Agreement between the parties concerning wages, hours, and conditions of employment for the period beginning July 1, 2016 and ending June 30, 2019.

## ARTICLE 2 RECOGNITION

2.1 The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the CITY excluding supervisory and confidential employees, police department employees, volunteers including reserve police officers whether or not paid for some reserve officer related work, seasonal employees, temporary employees, part-time swimming pool office help, lifeguards and instructors.

2.2 The CITY shall inform the UNION of all bargaining unit employees hired and separated from City service.

2.3 The City will provide to the UNION the classification description and salary range for new classifications not within the police department. If the UNION requests, the parties shall meet to negotiate concerning mandatory subjects of bargaining related to a new classification which is not excluded from this bargaining unit, provided however that the bargaining process shall not delay hiring and filling the position(s) at issue, and provided further that the terms and conditions established through bargaining shall be applied retroactively to and from the date of hire.

## ARTICLE 3 EMPLOYEE RIGHTS/SECURITY

3.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the UNION and there shall be no discrimination exercised against any employee covered by this Agreement because of UNION membership or participation in UNION activities.

3.2 The CITY agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon submission of written requests on forms provided by the UNION. Uniform amounts to be deducted shall be certified to the CITY by the UNION

Treasurer and shall be remitted to the UNION Treasurer no later than the 15th day of the following month.

3.3 The CITY shall not be held liable by the UNION or by any employee for deduction errors but will make proper adjustments with the UNION as soon as is practicable. The parties shall cooperate in the correction of dues and payroll errors.

3.4 Each employee who, thirty (30) days after date of hire in a AFSCME represented position but who is not a member of the UNION and chooses to remain not a member of the UNION shall proportionately and fairly share in the cost of the collective bargaining process. The cost per fair share employee shall fixed proportionately by AFSCME at the amount of dues uniformly required of each member of the UNION in accordance with AFSCME internal governance process and pertinent law, if any, which amount shall be deducted monthly from each UNION member and each Non-UNION member's compensation and remitted monthly in the aggregate to the Treasurer of the UNION. If AFSCME internal governance process affords a UNION member the opportunity to opt out of membership, or the opportunity of a City employee in a represented position to opt into UNION membership after electing not to be a UNION member at any time in relation to City employment, the City shall not be required to accept a status change or make a payroll or withholding change or make a change related to the payment of dues in relation to such employee more than once during the term of the collective bargaining agreement then in force ("term" for this purpose including any extension thereof and any status quo period associated therewith).

3.5 Employees covered by this Agreement, may choose non-association with the UNION based on bona fide religious tenets or teachings of a church or religious body of which such an employee is a member. Such an employee must apply for the exemption under the UNION policy and procedure in effect. The Union shall pay the portion of dues received by the UNION in excess of the amount paid to fairly share in the costs of the collective bargaining process in the form of regular UNION dues and initiation fees and assessments, if any, to the non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such an employee would otherwise pay dues. If the employee and the representative of the labor organization do not reach an agreement concerning the recipient of in lieu of dues amount not retained by AFSCME, then the Employee shall designate either The Oregon Food Bank or the Oregon Humane Society to receive the in lieu of dues payments. Administration of this Article 3.4 is AFSCME's responsibility.

3.6 The City or will notify the Union of new employees hired into bargaining unit positions. As part of the City orientation process for new employees at Human Resources, each new employee will be provided a copy of the labor agreement and any materials submitted as a "packet" by the Union for deliver to new members. A union representative employed within the same department or building/work location as a new hire will be afforded up to ten (10) minutes at a mutually-agreed time to meet without loss of pay to either employee.

3.7 The City will identify or make available adequate space not accessible to the public where the Union may post notices and information of Union/employee concern. Each posted item shall be dated and initialed by the Union officer or steward approving the posting.

# ARTICLE 4 MANAGEMENT RIGHTS

4.1 It is recognized that an area of responsibility must be reserved to the CITY if it is to effectively serve the public except and to the extent expressly abridged by specific provisions of this Agreement. It is recognized that the responsibilities of management are exclusive functions to be exercised by the CITY and not subject to negotiation. These customary and exclusive functions include but are not limited to:

- a. The determination of the services to be rendered to the citizens served by the CITY;
- b. The determination of the CITY'S financial, budgetary, accounting and organizational policies and procedures;
- c. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the CITY establishing personnel rules and regulations not inconsistent with the terms of this Agreement.
- d. Management and direction of the work force including, but not limited to, the right to determine the methods, processes and a manner of performing work; the right to create, delete, consolidate and determine the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to subcontract work subject to Article 34; the right to abolish positions or reorganize a department or division; the right to determine schedules of work; the right to approve employee vacations; the right to purchase, dispose and assign equipment or supplies; and any other customary functions of management not specifically referred to in this Agreement.

# ARTICLE 5 HOURS OF WORK

5.1 The workweek shall be determined by the City based on the needs of the City and

services to the public. A full-time employee's workweek shall consist of:

- a. Forty (40) hours which normally are worked on five (5) consecutive eight (8) hour days work followed by two consecutive days off work, or
- b. Forty (40) hours which normally are worked on four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, or
- c. A 9-80 work schedule which normally is worked on a two (2) week schedule consisting during the first week of four (4) nine (9) hour days and one (1) eight (8) hour day, followed by two consecutive days off, then followed by the second week consisting of four (4) nine (9) hour days followed by three (3) consecutive days off, or
- d. Flexible work hours determined and approved in accordance with this Article as a flex time arrangement or agreement which advances the City's operational needs. Flex time agreements for bargaining unit employees shall be as follows and daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate in those situations when all of the following conditions are met:
  - (1) The option to flex hours off or accrue compensatory time is initiated by an employee as an offer or request with the explicit understanding of all concerned that this option may be utilized or not, by the employee, which choice shall in every instance shall be voluntary;
  - (2) In each instance when a supervisor proposes any alternative to the payment of overtime required by this Agreement, the supervisor shall meet with the employee and shall insure that the employee understands that he/she may voluntarily accept or reject the flex time off, compensatory time bank increase and/or mutual benefits of the flexibility the option provides;
  - (3) In cases where the employee and a supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
  - (4) The hours actually worked on each day shall be noted accurately on the time sheet (including accurate entries showing the hours actually worked on the overtime day as well as the day(s) when fewer hours are worked as a flex, or in connection with a charge to any paid time off or compensatory time accrual balance;
  - (5) In any case where an employee's timesheet entries are altered, corrected, disapproved and/or changed by a supervisor, manager, department head

or payroll administration employee, the record shall be printed showing the alteration and providing the reason and a copy shall be provided to the employee; and

- (6) In any instance where an employee works more that forty (40) hours in any workweek, if the hours in excess of forty (40) are to be flexed off in a subsequent work week, such hours shall be accrued at the one and one half (1.5) overtime rate and taken off subsequently at the straight time rate as compensatory time under the comp time policies and practices which apply.
- (7) Flexible time arrangements and approval shall be determined case-bycase, may be approved or not in the City's discretion, and shall not be regarded as precedent setting.
- A "Flex Time Agreement" (hereinafter "FTA" as set forth in Appendix "B") (e) may be reached by the City and an employee as hereafter specified. An FTA shall enable employees whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting time, and varied workdays and days off within a workweek without overtime expense to the City, and (2) to flex time off within the same workweek at such times as best serve the employee's personal needs, and (3) to meet changing operational needs without administrative process. Employees who wish to work under an FTA in order to routinely gain the ability to flex time off without need of the supervisor's approval in each instance must do so using a form of FTA approved by the UNION. The form of FTA shall include notification to the employee that he/she has a right to daily overtime under this Agreement, that the FTA waives that right, and that signing the FTA is voluntary. Employees so designated will be paid at the overtime rate only for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a general rule under this Agreement. Each FTA shall be signed by the employee, shall be approved by the employee's Department Head, shall be delivered to the Human Resources Department by the employee and approved case-by-case, and shall be for an indefinite term and subject to cancellation by the employee or the City at any time, which cancellation shall be effective on the first day of the pay period following written notice of at least seven (7) calendar days. The FTA shall be retained by the City in the employee's personnel file and pay records with a copy provided to the UNION. Provided however, that the City may require an FTA as a an essential job function and/or term and condition of employment specified in the position description and/or classification

description which may be required regardless of voluntariness for any employee who promotes into or accepts employment when the FTA requirement is specified as such.

5.2 Shifts of an employee's normal workweek shall have an established starting and quitting time, unless a FTA applies. This schedule, as determined by the Department Director, shall be posted in the Department. The Department Director shall give employees forty-eight (48) hours' notice of any pre-scheduled deviation from the start time of the normal work schedule unless the change is required by emergency or unforeseen necessity. (This notice requirement does not apply to a call back, hold-over, unscheduled overtime or to employees working under a FTA.) A Department Director shall give employees in the department four (4) weeks' notice in any change in the normal work schedule adopted for the department or work group.

5.3 All employees shall be granted a 15 minute rest period during each half shift worked, and a lunch period of not less than one half (1/2) hour nor more than one hour. Rest periods shall be taken at approximately the middle of each 1/2 shift as scheduled by the Department Director; lunch periods shall be without pay and shall be scheduled at approximately the middle of the work shift by the Department Director; provided however that a meal period will be provided only when the work hours exceed four (4) on a workday. Exceptions may occur in emergency situations; and provided further that when a workday is less than six (6) hours the employee shall receive one rest period, and when a workday exceeds six (6) hours a second rest period shall be provided.

5.4 Work schedules for employees covered by this Agreement who normally work fewer than forty (40) hours per week shall be determined at the discretion of the Department Director.

5.5 Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

5.6 In no case shall an employee be paid twice for the same hours worked.

5.7 This Agreement shall not preclude a Department Director and an employee from agreeing to an alternate work schedule or to flex-time within a workweek on a non-recurring basis in order to advance City operational needs or for the convenience of the employee.

## ARTICLE 6 COMPENSATION

6.1 Effective July 1, 2016 the rates and ranges of employees covered by this Agreement shall

be increased by three percent (3%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and titled as "Addendum A, Wage Rates Effective July 1, 2016."

Effective July 1, 2017 the rates and ranges of employees covered by this Agreement shall be increased by two percent (2%).

Effective July 1, 2018 the rates and ranges of employees covered by this Agreement shall be increased by two percent (2%).

6.2 **Overtime**. Any work performed in excess of eight (8) hours in one day (when working a normal work-week of five eight-hour days) or ten (10) hours in one day (when working a normal work-week of four ten-hour days) or forty (40) hours in one workweek constitutes overtime and will be paid at one and one-half times the employees' regular rate of pay. If an employee is assigned to work a 9-80 work week, any work performed in excess of the employee's regularly scheduled eight (8) hour or nine (9) hour day will be compensated at the overtime rate of pay subject to a flex time arrangement or flex time practices that apply. If the employee chooses to receive compensatory time instead of cash, compensatory time will be allowed at the rate of one and one-half times the overtime hours worked. Employees may accrue up to one hundred twenty (120) hours of compensatory time as per Article 22. Compensatory time off shall be taken at the approval of the Department Director and reasonable advance notice of at least three (3) working days shall normally be provided.

6.3 Within the Public Works Department, a volunteer list of employees wishing to work overtime shall be established each July 1<sup>st</sup> and continue in effect for the Fiscal Year. By placing one's name on this list, the employee agrees to accept calls from the City and accept offers of overtime work assignments when offered; also, to remove the employee's name by notification of periods of unavailability, if ever; and that the employee's failure to do so constitutes grounds for disqualification from overtime opportunities which are offered based on the list unless the employee's non-responsiveness due to pre-scheduled earned leave or protected leave. When an employee on the volunteer list declines to work overtime on two occasions, their name shall be removed from the list. The CITY retains the right to assign overtime based upon job skills but as much as possible shall attempt to rotate overtime assignments based upon names on the overtime list. If a sufficient overtime work force cannot be obtained from the volunteer list, the CITY retains the right to assign overtime list, the CITY retains the right to assign overtime list.

6.4 Cemetery employees working a normal schedule Monday through Friday who are required to work on Saturday shall receive a minimum of four (4) hours pay at one and one half

the employees normal pay rate unless such work is performed subject to a flexible time arrangement.

6.5 Whenever a Pioneer Center van driver required to work on a Saturday or Sunday, the employee shall receive a minimum of four (4) hours of pay at one and one half (1.5) the employee's normal pay rate unless such work is performed subject to a flexible time arrangement.

### ARTICLE 7 PERSONNEL RECORDS

7.1 The Human Resource Department shall maintain the official personnel file on each regular employee of the CITY. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. All records and documentation which reflect timely and accurate information concerning an employee's compensation, position and promotion or promotion eligibility, and/or the character of job performance, including and not limited to personnel action forms, performance evaluations, correspondence concerning employment, corrective measures and any agreement related to employment, shall be forwarded to and maintained by Human Resources Department in the employee's personnel file.

7.2 A copy of any written items being placed in an employee's personnel file shall be furnished to the employee.

7.3 Any employee, or representative with written permission of the employee, shall have the right to inspect their personnel file and request copies of items in the file. The employee or representative shall be responsible for the cost of such copies at the CITY'S standard charge. Neither the file nor items in the file may be removed from the Human Resource Department.

7.4 Letters of warning and reprimand and any response written by the employee shall be removed from the employee's personnel file after four (4) years and upon request by the employee provided there is no subsequent warning letter(s) or disciplinary action over the same issue, taken during the intervening period of time.

## ARTICLE 8 EMPLOYEE EVALUATION

8.1 Both parties to this Agreement recognize that the process for employee performance evaluation is outlined in Policy number 610 of the Personnel Policy Manual of the CITY. This policy is subject to revision by the City Manager. As part of the CITY'S personnel management system each employee shall be evaluated at least once a year.

8.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a permanent part of the employees personnel file.

8.3 Employee performance evaluations shall be prepared by a Management employee within the employee's department. An employee may request a review of the evaluation by the Human Resource Director and/or the City Manager.

8.4 Neither the evaluation process nor the content of employee evaluations is subject to the grievance process of this Agreement.

#### ARTICLE 9

#### **TRAVEL EXPENSES**

In no event shall an employee be required to use their personal vehicle for City business in their regular day-to-day business. However, employees traveling out of the City for training, conferences or other business may be required to use their personal vehicle. In such cases, the employee shall be reimbursed as per CITY policy.

# ARTICLE 10 ANNIVERSARY DATE AND STEP INCREASES

10.1 Salary step increases are provided on the anniversary date of the employee at intervals of continuous employment in the employee's current job classification. These intervals are 9 steps over 8 years to reflect the Classification/Compensation Study.

10.2 After initial appointment to a job classification, an employee shall receive the entry level salary for the job classification unless otherwise specified by the City Manager. An employee shall not lose pay when being promoted to a higher job classification. The rate for an appointment to a promotional or to a higher reclassified position shall be at the nearest higher rate of pay in the new salary range. If, however this would result in a rate increase of less than

five percent (5%), the rate shall then be to provide for a minimum of five percent (5%). A transferred employee shall be paid at the same rate received prior to transfer, absent some change in classification. A transferred employee who has been reclassified to a higher classification shall receive the nearest rate of pay that reflects an increase. In all other cases, approval from the City Manager is required if a higher step in the range is requested by the Department Director. If an employee is reclassified into a lower classification, the rate of pay shall be negotiated with the employee and the union, considering all factors including length of service with the City.

10.3 When an employee's date of appointment to a job classification falls between the 25th of any month and the 10th of the following month, the employee's anniversary date shall be the 25th of the month when first appointed to the job classification. When an employee's date of appointment to a job classification is after the 10th of any month, the employee's anniversary date shall be the 25th of that month.

10.4 Both the CITY and UNION recognize that the term "anniversary date" is used only to determine an employee's placement on the salary schedule and that the term is unrelated to employee's "seniority date."

## ARTICLE 11 SHIFT CHANGE NOTIFICATION

11.1 Whenever the CITY fails to give five (5) days' notice to a full-time employee of a temporary or emergency change in their normal work schedule, which would require the employee to work an eight-hour shift different than that in which they normally work, the employee shall be paid an additional \$10.00 for that shift. This pay shall not be confused with or paid in addition to call back pay as provided for in Article 6 of this Agreement.

11.2 Once an employee has reported to work and is subsequently sent home to return to work at a later time to complete an eight-hour shift, the employee shall be paid an additional \$20.00 for that shift.

11.3 For Emergency Shift Change Notification for emergencies such as disasters, local emergencies and weather response refer to Appendix A, Public Works Emergency Shift Change Notification (ESC).

11.4 This Article does not apply in the case of changes which are subject to a flex time arrangement of agreement.

#### ARTICLE 12

#### TOOL AND BOOT ALLOWANCE

12.1 Public works mechanic shall, on an annual basis, and upon presentation of an original receipt(s), be eligible for reimbursement up to an amount of four hundred dollars (\$700) for tools used in the course of employment.

12.2 If mechanics' tools are stolen or broken by individuals other than the mechanics, said tools will be replaced by the City with a like replacement. It is the responsibility of the mechanics to maintain a current inventory of all tools, with a copy of this inventory to be submitted to the Public Works Operations Manager. This inventory list will contain the trade name, serial number and brand of all tools. The Operations Manager will consult with the lead mechanic on any changes to the current inventory system or tool accountability procedure.

12.3 The CITY shall reimburse employees in the classifications listed below in this article that require boots for safety for the expense incurred for reasonable and necessary repair, re-soling and replacement of safety boots that the City determines complies with OrOSHA rules and SAIF recommended safety practices based on a case-by-case PPE assessment of the job position or classification. At a minimum \$275, or the actual cost of a reasonable safety boot selection for particular environmental factors of the employee's job classification, once within any rolling twenty-four (24) month period is an agreed reimbursement threshold. The City may determine case by case based on wear and tear and/or environmental factors to reimburse boot replacement costs more frequently or in greater amounts as deemed appropriate and necessary by the Department Director. This boot allowance must be used within that time period to purchase and/or repair leather work boots which will be worn on the job and if not used shall not carry forward. An original receipt must be presented to the CITY for reimbursement.

The classifications eligible for boot reimbursement are: Utilities Maintenance Specialist (I, II and III), Utility Customer Service Representative, Utility Maintenance Team Leader, Water Quality Coordinator, Parks Maintenance Specialist (I, II, III), Mechanic, Building and Facility Specialist, Cemetery Field Worker and Building and Construction Inspector.

12.4 The City will continue to provide items of protective clothing and attire required by the City to be worn/used on duty, which the City shall replace as necessitated by ordinary wear and tear.

### ARTICLE 13 WATERWORKS CERTIFICATION

13.1 Water Division personnel shall receive a salary adjustment, based on Water Works Distribution System Certification or Wastewater Certification level as of December 31, 2009 as

follows:

- a. Water Works or Wastewater Certificate No. 1 to receive an additional 1% on their regular monthly payroll check.
- b. Water Works or Wastewater Certificate No. 2 to receive an additional 2% on their regular monthly payroll check.
- c. Water Works or Wastewater Certificate No. 3 to receive an additional 3% on their regular monthly payroll check.

13.2 Water Works or Wastewater certification pay replaces all previous merit pay increases provided to Water Division or Wastewater employees.

13.3 Employees in certification process as of September 4, 2009 will receive this certification pay if the employee certifies by December 31, 2009. No new certifications will be compensated with certification pay after December 31, 2009.

13.4. Employees will continue to receive the current certification pay they were receiving as of December 31, 2009.

# ARTICLE 14 LONGEVITY PAY

14.1 Employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay with the pay period following completion of the required number of years.

14.2 **Continuous Service**. Continuous service shall be terminated by resignation, dismissal or retirement. If a terminated employee receives a subsequent reappointment they shall not be given longevity pay for service prior to the termination.

14.3 **Amount of Payment**. Eligible employees shall receive one (1%) percent of the base salary upon completion of five (5) years; two (2%) percent after 10 years; three (3%) percent after 15 years; four (4%) percent after 20 years; five (5%) percent after 25 years and six (6%) percent after 30 years and more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular paycheck.

14.4 **Limitations**. An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of 30 consecutive calendar days shall not receive longevity pay for such a period.

#### ARTICLE 15

#### WORKING IN A HIGHER CLASSIFICATION

15.1 This Article defines working out of classification and eligibility to be paid the out of class differential described in this Article for working out of classification.

- a. Working out of classification is defined as occurring when an employee is assigned, for a minimum of a full work shift, to perform duties unique to a higher classification which constitute the higher duties of that higher job classification.
- b. The CITY retains the right to determine when it is practical and efficient to assign employees to perform out of class work. Nothing in this Article shall be interpreted as a guarantee that an employee shall be assigned to work out of classification in the absence of another employee.
- c. Employees assigned to work out of classification shall be compensated as follows: (1) For hours worked out of classification in bargaining unit classifications, at either five percent (5%) above the current base salary or at the step closest to but not less than that amount in the salary range of the higher classification, whichever is greater; (2) For hours worked out of classification in management classifications, at seven and on half percent (7.5%) above the current base salary or at the starting salary of the management salary range, whichever is greater. In no case may an employee working out of classification earn more in a payroll period than the monthly pay that would be earned if the employee were regularly appointed to work in the higher classification.
- d. In the event of a dispute concerning a City management decision not to "assign" or "pay" out of class, the Human Resources Director and the AFSCME Local Staff Representative may designate a Review and Decision Maker to construe and apply the Agreement. If these designees agree, that agreement shall be binding. Otherwise the record shall be referred to binding arbitration under Article 28, Step 4.

#### ARTICLE 16 LEAVES OF ABSENCE

16.1 **Leave of Absence Without Pay**. An employee may be granted a leave of absence without pay not to exceed 90 days by the City Manager. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence and shall be required to reimburse the CITY for insurance premiums. The leave shall not prejudice the employee's seniority or other earned rights.

16.2 Military Leave. Military leave shall be granted in accordance with federal law and

Oregon law.

16.3 **Funeral Leave**. In the event of a death in the employee's immediate family, as used in this Article, is defined to include the employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, domestic partner or any relative residing in the household an employee shall be granted up to three days leave with pay. Additional paid leave may be granted on an individual need basis and will be deducted from the employee's vacation or sick leave. Funeral leave must be approved by the Department Director and, if extended, by the City Manager. Funeral participation time off will be granted when an employee participates in or attends funeral services for other than the immediate family. Such leave must be approved by the Department Director prior to the funeral services and may be charged to vacation or compensatory time.

16.4 **Witness or Jury Duty**. When an employee is called for jury duty or is subpoenaed as a witness they shall not suffer any loss in regular pay from such absence. However, they shall remit to the CITY any compensation or fees received for such duties except mileage, meals or parking reimbursement. Upon being excused from jury duty for a portion of any day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

16.5 **Personal Leave**. Each employee shall be allowed eight (8) hours per fiscal year for personal and family matters, which cannot be scheduled outside of the regular workday. The leave must be taken in increments of one (1) or more hours. Personal leave shall not be considered "time worked" for overtime purposes and therefore shall not be computed in determining overtime eligibility. All other bargaining employees shall accrue personal leave on a pro-rated basis. Personal leave shall be used within the fiscal year given with no carry-over of hours into a new fiscal year.

16.6 **Family Leave.** FMLA and OFLA law and administrative rules shall be adhered to by the City with regard to medical, parental, family care and related protected leaves and related benefits. City policy shall be amended periodically as needed to accurately describe the current legal requirements.

# ARTICLE 17 HOLIDAYS

- 17.1 All regular full-time employees are entitled to the following holidays with pay:
  - New Year's Day January 1<sup>st</sup>

- Martin Luther King, Jr. Day 3<sup>rd</sup> Monday in January
- Floating Holiday in lieu of Lincoln's Birthday February 12<sup>th</sup>
- Washington's Birthday 3<sup>rd</sup> Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4<sup>th</sup>
- Labor Day 1<sup>st</sup> Monday in September
- Veteran's Day November 11<sup>th</sup>
- Thanksgiving Day 4<sup>th</sup> Thursday in November
- Thanksgiving Day The day after Thanksgiving
- Floating Holiday in lieu of Christmas Eve day December 24<sup>th</sup>
- Christmas Day December 25<sup>th</sup>

17.2 In addition, any day designated by the President of the United States and the Governor of Oregon as a legal holiday will be granted.

17.3 To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee was not in a paid status due to inclement weather, provided however that if the employee is on unpaid protected OFLA/FMLA such employee shall not lose holiday pay. When one of the above-mentioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. When one of the above-mentioned holidays falls on a Saturday, then the preceding Friday shall be observed.

17.4 The Library will observe the holiday on the actual calendar day of the holiday.

17.5 Floating holidays may accrue up to forty (40) hours.

17.6 Cemetery employees working on Memorial Day will receive this day as a floating holiday.

17.7 Holidays that occur when an employee is absent, on vacation, or on sick leave shall not be charged against the employee's vacation or sick leave.

17.8 Public Works Call Back on a holiday: If a Public Works employee is called back to work on an actual holiday (in contrast with the day on which the holiday is observed), the employee will be paid at the OT rate for all hours worked on the actual holiday and shall receive an additional 8 hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full time employee may elect, with supervisor approval, in lieu of holiday overtime pay to receive compensatory time on account of all hours worked on the holiday.

An employee required to be on-call for a period which includes a holiday shall be compensated in accordance with Article 36.1.

17.9 Employees scheduled or required to work on a holiday: If an employee not covered by the preceding and following articles 18.8 and 18.10 is required to work on the date of an actual holiday (in contrast with the day the holiday is observed), the employee will be paid at the overtime rate for all hours worked on the actual holiday and shall receive an additional 8 hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full time employee may elect, with supervisor approval, in lieu of holiday overtime pay to receive compensatory time on account of all hours worked on the holiday.

17.10 Part time employees whose regular scheduled work day falls on a holiday shall receive their regular pay. Part time employees whose regular day off falls on a holiday shall receive prorated holiday based on the FTE of the employee.

#### ARTICLE 18

#### VACATION

18.1 Years of employment shall be years of continuous, unbroken service from the last date of hire. Employees on layoff or unpaid leave of absence shall not accrue seniority; however, they shall not lose seniority previously accrued.

18.2 All full-time employees shall accrue vacation time at the rate described in the schedule below:

Years of Employment	Per month	Approx. Days/Year
0 through 3 years	8.15 hours	12
4 through 6 years	10.05 hours	15
7 through 9 years	11.44 hours	17
10 through 14 years	13.35 hours	20
15 through 19 years	14.73 hours	22
20 through 24 years	16.81 hours	25
25 years or more	20.11 hours	30

18.3 Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

18.4 Vacation leave can be carried over from year to year. The maximum amount a full-time employee may accrue at any one time is 240 hours. Part-time employees may accrue a maximum of 120 hours. An employee whose accrual is at the cap shall forfeit any further

accrual under this Article until no longer at the cap.

18.5 Vacation leave shall be used in increments of at least one (1) hour.

18.6 Employees shall be paid for any unused vacation time in the event of resignation or dismissal.

18.7 Part-time employees shall accrue vacation leave on a pro-rated basis based upon the number of hours in their regular scheduled workweek.

## ARTICLE 19 SICK LEAVE

19.1 All regular full-time employees covered by this Agreement shall accrue sick leave at the rate of ten (10) hours per month; employees who work less than full-time accrue sick leave at a rate prorated based on FTE. Sick leave will be charged at the rate of one hour for each hour absent for all employees. This Agreement shall not be construed as providing a benefit less than is statutorily required as of the date of this Agreement. Part-time employees are entitled by law to accrue up to forty (40) hours of sick leave per leave year at the rate of one (1) hour of sick leave for every thirty (30) hours worked, and to carry over up to forty (40) hours of sick leave per leave year and use forty (40) hours of sick leave per leave year.

19.2 The parties recognize that the ability to attend work regularly and reliably is an essential job function and intentional abuse of sick leave is cause for termination.

19.3 An employee who is unable to perform their duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care exposure to contagious disease, or any other allowable use provided by the Oregon Sick Leave Law (OL 537, 2015) and BOLI's administrative rules (OAR 839-007-0020) may utilize their accrued sick leave. If an injury or illness in the employee's immediate family requires attendance of the employee on a given working day, the employee may utilize accrued sick leave.

19.4 The City may require medical certification in accordance with OFLA, FMLA and the ADA. If the CITY suspects sick leave abuse, the CITY may require verifying medical documentation.

19.5 Accrued sick leave shall be applied to retirement or disability benefits through the Public Employee's Retirement System as outlined in ORS Chapter 237 and the Administrative Rules

and Regulations of the Public Employees Retirement System for Tier 1 and Tier 2 members. Otherwise, sick leave accruals shall have no cash value.

19.6 During protected OFLA/FMLA leave Employees may elect to use their paid sick leave, vacation and holiday leave accruals for leaves qualifying under the Oregon Family Medical Leave Act (OFLA) and the federal Family Medical Leave Act (FMLA) due to and based upon the employee's own serious health condition or disability; otherwise the employee must charge the time as paid time off to an appropriate paid leave bank. Employees may use compensatory time to extend paid status during the FMLA/OFLA protected leave periods. The City shall not be required to extend protected leave beyond the protected period provided by law when the employee's circumstances preclude returning to work and a reasonable accommodation.

19.7 The words immediate family, as used in this Article, is defined to include the spouse of an employee, domestic partner, the biological, adoptive or foster parent or child or step-child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of *in loco parentis* or a legal dependent for income tax purposes living in the employee's home.

19.8 An employee who uses forty (40) or fewer hours of sick leave (not including sick leave in connection with a protected OFLA/FMLA leave) from the first day of the January pay period through the last day of the December pay period within a calendar year will be granted two (2) workdays off which must be used or forfeited in the subsequent calendar year and which shall be scheduled in like manner as compensatory time or vacation. This form of time off shall be charged prior to regular vacation accrual in the event of paid time off.

19.9 Employees who become eligible for workers' compensation benefits and who are off work due to a compensable injury shall be allowed to use accrued sick leave to supplement the workers' compensation so as to receive their regular net pay for a period of up to six (6) months. In addition, employees shall continue to receive health & welfare benefits as provided in Article 25.1 (A-C) for a period of up to six (6) months.

19, 10 The Human Resources Department will administer the City's Paid Leave Donation Program in accordance with City policy for the benefit of eligible employees.

#### **ARTICLE 20**

### SALARY CONTINUATION INSURANCE PLAN

20.1 The CITY shall, throughout the life of this Agreement, provide a disability (salary continuation) insurance policy for all employees covered by this Agreement. This policy shall

provide an income equal to two-thirds 2/3 of this employee's basic monthly salary starting 90 days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Premiums for this coverage shall be paid by the CITY.

20.2 It is understood that the CITY'S only obligation is to pay for premiums on this insurance policy. No claims shall be made against the CITY as a result of denial of benefits by the insurance company.

### ARTICLE 21 DEFERRED COMPENSATION AND HRA VEBA

21.1 The CITY shall make available to all employees one or more deferred compensation plans. The City currently offers IRC Section 457 plans through VOYA, ICMA-RC, Nationwide and Clackamas Community Credit Union and may, in the City's discretion adopt/offer an IRC section 401 plan.

21.2 The CITY shall make available an HRA VEBA program to fund unreimbursed current or future medical expenses. The CITY agrees to contribute fifty dollars (\$50) per employee per month. The UNION as a unit may elect to have any portion of a cost of living increase contributed to the members' individual HRA VEBA accounts in lieu of the salary component that otherwise would have been paid as salary. The UNION bargaining unit must elect to exercise this option and inform the CITY by May 31 with respect to a wage adjustment to take effect the following July 1, and by November 1 with respect to a wage adjustment to take effect as a following January 1.

21.3 No employee may accrue more than one hundred twenty (120) hours of compensatory time off. Effective at the close of the May payroll period each year, every employee's compensatory time balance shall be reduced to sixty (60) hours if then in excess of that amount, and the value of the compensatory time in excess of sixty (60) hours shall be paid by the City into the HRA VEBA.

# **ARTICLE 22**

#### EDUCATIONAL OPPORTUNITIES

22.1 The CITY shall provide an employee's tuition for courses related to the employee's work, provided that:

- a. The course is approved in advance by the Department Director and the City Manager.
- b. The employee receives a grade of "C" or better or a "pass" grade if the class is graded on a "Pass-Fail" basis.

- c. The employee is not receiving reimbursement for tuition from other sources.
- d. Funds have been budgeted.

22.2 If the CITY pays for any textbooks and publications for such courses, the textbooks and publications shall become the property of the CITY.

22.3 Courses that are offered only during regular working hours may be approved by the Department Director or City Manager.

22.4 The CITY shall reimburse travel expenses to and from the location of a course only if the course is on an assignment basis and approved by the Department Director and City Manager.

22.5 In the event an employee does not receive a grade C or better or a "pass" grade if the class is graded on a "pass-fail" basis, the City shall deduct the tuition expense from the employee's next regular monthly paycheck.

#### **ARTICLE 23**

#### PUBLIC EMPLOYEES RETIREMENT SYSTEM

23.1 The CITY agrees to participate in the Oregon State Public Employees Retirement System and in the Oregon Public Service Retirement Plan (OPSRP) to pay the CITY'S amount required into each employee's PERS account. The CITY shall cease withholding from employee's monthly salaries the contributions required by ORS 238 and 238A, and shall "pick up," assume, and pay six percent (6%) employee contribution to the Public Employees Retirement Fund/Individual Account Program and to the Oregon Public Service Retirement Plan (OPSRP/IAP) for the employee members then participating in the Public Employees Retirement System and to the Oregon Public Service Retirement Plan (OPSRP/IAP). Such "pick up" or payment of employee member's monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the employer on behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238 and 238A for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238 and 238A but shall not be considered as "salary" for purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238 and 238A. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 238 and 238A and shall be considered to be employee contributions for the purposes of ORS 238 and 238A.

23.2 It is expressly understood that the provisions of Article 30 (Savings Clause) shall apply in the event any or all provisions of Section 21 are determined to be unlawful by an Oregon Court

having jurisdiction in this matter.

# ARTICLE 24 EMPLOYEE INSURANCE BENEFITS

24.1 The CITY agrees, throughout the life of this agreement, to provide medical, hospitalization, dental, and optical insurance programs for employees covered by this Agreement and their eligible dependents. In the event that the CITY should desire to change to different insurance plans or insurance carriers for any of the provided insurance programs, the CITY and the UNION shall jointly meet and review the coverage proposed by the new carrier(s).

24.2 Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. In the event the CITY changes carriers the new carriers shall provide coverage equal to or better than the coverage provided to maintain two health insurance carriers one of which shall be Kaiser Foundation. In the event a married couple is employed by the CITY, the CITY or the UNION may request a meeting to discuss a mutually agreeable alternative to dual coverage. Coverage shall be maintained at the equivalent level in effect upon execution of this Agreement.

- a. Full-time employees (.8 FTE or greater) on the Kaiser medical plan shall pay ten percent (10%) of the monthly premium. Employees on the MODA medical plan shall pay a percentage of the monthly premium based on their family status. The percentage of the monthly premium to be paid is as follows:
  - 1. An employee with a single person family status shall pay six percent (6%) of the monthly premium.
  - 2. An employee with a 2 person family status shall pay eight percent (8%) of the monthly premium; and
  - 3. An employee with a family status shall pay 10 percent (10%) of the monthly premium.
- b. Upon retirement at or after PERS retirement age, the City shall provide the option to each employee and family member to continue the same medical coverage provided to the employees of the City as a retiree benefit. Eligibility of each individual retiree plan participant shall be and is lost upon attaining age of 65 or Medicare eligibility for any reason if earlier. This benefit is limited to the extent guaranteed by ORS 243.303 and is subject to the limitations of the insurance plan(s) and law. The City will pay one-half (1/2) of the insurance premium or one hundred dollars (\$100) per month, whichever is less, for the retiree only if the employee has retired based on PERS age and years of service criteria.

Employees employed as of June 1, 2016 and without a break in service through the retirement date will continue to be eligible for a Medicare Plan B supplement reimbursement of premium up to \$100 per month between the date of Medicare enrollment and attaining age 65.

c. Employees who elect to enroll in MODA medical coverage must comply with MODA plan terms and conditions which require the enrollment of all eligible dependents; those employees who elect to enroll for Kaiser plan medical coverage may choose to whether or not to enroll dependents under Kaiser benefit plan coverage.

24.3 The CITY agrees, throughout the life of this Agreement, to provide all full-time employees covered by this Agreement with group term life insurance in the amount of \$25,000 for employees and \$1,000 for each dependent. Premiums for this coverage shall be paid by the CITY. Employees will be provided the option to enroll in supplemental life insurance for employees and their dependents.

24.4 All employees covered under this agreement shall be covered by all provisions of the Oregon Unemployment Insurance Act and premiums for this coverage shall be paid by the CITY.

24.5 It is understood that the CITY'S only obligation is to purchase and pay its share of premiums on the insurance policies. No claim shall be made against the CITY as a result of denial of benefits by the insurance company.

24.6 The CITY agrees to contribute a pro-rated share of the monthly premium for each parttime employee covered by this Agreement who chooses to be covered by the CITY'S health insurance as specified in 25.1 as follows: 0.5 - 0.65 FTE City pays fifty percent (50%) of premium and employee is responsible for fifty percent (50%) of premium. For 0.66 - 0.79 FTE the City will pay seventy-five percent (75%) of premium and the employee is responsible for twenty-five percent (25%) of premium.

### ARTICLE 25 DISCIPLINE AND/OR DISCHARGE

25.1 Disciplinary action shall include the following steps and shall normally be progressive as outlined below, but the disciplinary process may be initiated at any appropriate step depending upon the nature or severity of the reason(s) upon which the disciplinary action is based:

- a. verbal reprimand documented in writing as a disciplinary action
- b. written reprimand
- c. suspension with pay when explicitly imposed by the CITY as and for the purpose

of discipline (e.g., not for administrative reason)

- d. suspension without pay
- e. demotion
- f. discharge

25.2 The CITY shall not impose discipline without just cause, and due process whenever required (e.g., economic discipline but not a reprimand or suspension with pay). A verbal reprimand is not subject to the grievance procedure.

25.3 If a supervisor or manager has reason to discipline an employee they shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

25.4 Employees shall be afforded the right to request the presence of a UNION representative at a disciplinary or investigatory interview or other meeting which the employee reasonably believes may lead to discipline of the employee, and at a meeting to announce and deliver discipline to an employee if and whenever the supervisor intends to enter into conversation with the employee. The UNION representative's role and attendance unless otherwise agreed case by case is as described in Oregon ERB law; the meeting/interview shall not be delayed unreasonably in order that a particular UNION representative may attend where another UNION representative or officer or shop steward of the Local can be identified and is available to attend without loss of pay.

25.5 Grievances which challenge discharge may be initiated by the Union at Step 3 of the grievance procedure by the employee or Union representative filing the grievance directly with the City Manager.

### ARTICLE 26 LAYOFF

26.1 If the CITY determines the need for a reduction in the work force, notice of not less than four (4) weeks shall be provided to employees to be laid off. Layoffs within each job classification shall be in inverse order of seniority. Seniority shall be defined as continuous City service while a member of the bargaining unit.

26.2 An Employee who is laid off may "bump" another employee with less seniority in a lower classification in the same classification series (e.g. Office Specialist series, Utility Maintenance Specialist series) as listed in Addendum A Salary/Classification schedule. If the laid off employee has previously held a position in a lower paid classification, and if the

employee is qualified to perform all of the duties of that position in the lower classification, such employee may bump and displace the employee in the lower class and position if the employee subject to being bumped has less seniority in that classification series. Only the Office Specialist series can bump across departmental lines.

The City Manager may make an exception to the order of layoff when the retention of an employee needed qualifications, skills or performance abilities is necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. In no event may a non-bargaining unit employee bump a bargaining unit employee or bump and cause the downgrade of a bargaining unit employee without the mutual agreement of the UNION.

26.3 Employees laid off shall be placed on a layoff list. An employee shall have recall rights to a position in the former or a lower classification in the classification series from which the employee was laid off, and to a position which the employee previously held.

(a) An employee whose lay off is confirmed may, within fifteen (15) calendar days of the effective date of the layoff and not thereafter, meet with the Human Resources Director and identify positions in City employment identified by the employee as positions which are lower positions not previously held and not within the classification series from which the employee was laid off, and which are therefore beyond the position(s) to which the employee is otherwise eligible for recall;

(b) The employee may request that the Human Resources Director determine that the employee is eligible for recall should a vacancy occur in such a position;

(c) The Human Resources Director may exercise discretion which shall not be subject to review, grievance or appeal other this Agreement or under any City policy or law, to determine the employee's qualification and whether to expand the positions for which the employee will be regarded by the City as eligible for recall; the Human Resources Director will notify the employee and the Union of the decisions made which need not be otherwise justified, defended or explained.

An employee's layoff status shall be terminated and rights to recall shall be extinguished if the employee is not recalled to City employment within twenty-four (24) months following the layoff date.

26.4 Employees on a layoff/recall list are obligated to keep the CITY informed of their current mailing address and telephone number. Notification of recall shall be by certified letter. Failure by an employee to timely reply to recall within ten (10) working days or fourteen (14) calendar

days from the date of mailing to the current mailing address in the City human resources records of the recall notice letter sent by certified mail, shall be considered as separated by resignation, provided, however, that for good cause shown explaining a failure to respond within thirty (30)days from the date of mailing of a recall notice, the employee's recall right shall be reinstated and the employer shall be entitled to the recall if another laid-off employee has not be recalled to the position.

26.5 No new employees shall be hired into classifications from which employees are in layoff status until the recall list is exhausted.

26.6 An employee recalled shall have their previously accrued seniority and accrual rates restored, but shall not accrue any seniority or benefits while on layoff.

26.7 When an employee is placed on layoff status the employee shall be eligible under COBRA to continue medical and dental health insurance benefits at the employee's expense. Employees shall make insurance premium payments to the CITY as provided for under Administrative Policies of the CITY and/or as required by the insurance provider as a condition for continuation of such insurance.

26.8 Seniority is defined as continuous service from and after the most recent date of hire in a bargaining unit position. Resignation or discharge for just cause constitutes a break in service and loss of bargaining unit seniority. An employee promoted out of the bargaining unit shall cease accruing bargaining unit seniority but shall not forfeit seniority accrued as a bargaining unit employee, which will be restored if the employee returns to a bargaining position.

26.9 This section applies only to, and exclusively to a City determination for operational or fiscal reasons that the FTE of a particular position or job classification is to be reduced; and in such a situation the following rules and process shall be exclusive and shall control:

a. Layoff notice requirements described above shall apply.

b. The employee(s) affected may bump others in the same job classification and in the same department based on seniority and bumping process established by this Agreement, provided however that only the Office Specialist series can bump across departmental lines.

c. Employees whose hours are reduced shall be restored to full-time status in order of seniority in a manner described for recall under this Article, provided however that this right of restoration shall not be time limited as applied to the employee whose hours are actually reduced as is the duration of recall defined above. (For example: if Employee A's hours are reduced in the position, and Employee A relies on seniority to displace Employee B whose seniority in the classification is less, and Employee B accepts fewer hours in the reduced position, Employee B

shall have the rights of restoration in that position and Employee A shall not be entitled to abandon the full time position to which Employee A elected to bump and return to the former position.) This Article shall not restrict Employee B from applying to fill any full time vacancy at the City, but acceptance of such full time employment shall extinguish all rights Employee B might otherwise have under this Article.)

## ARTICLE 27 GRIEVANCE PROCEDURE

27.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement.

27.2 In the effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally within ten (10) days from the date the Union first knew or should have known of the alleged violation of this Agreement. If the grievance/complaint is not resolved within ten (10) days following the first discussion with the supervisor, a written grievance may be filed.

27.3 The written grievance shall include:

- a. The name and position of the employee(s) on whose behalf the grievance is brought.
- b. The date of the circumstances giving rise to the grievance or the date of the first knowledge thereof.
- c. A clear and concise statement of the grievance including the relevant facts necessary for a full and objective understanding of the employee's position.
- d. Statement of alleged violation including the specific provisions of contract violated.
- e. The remedy or relief sought by the employee.
- f. Signature of the person submitting the grievance.

27.4 Timelines at any stage of the grievance procedure may be extended by mutual agreement between the City and the Union.

27.5 Grievances will be filed at Step 1 of the grievance procedure with the following exceptions:

- a. The City and the Union mutually agree to filing at a higher step.
- b. Disciplinary grievances will be filed with the manager or supervisor who imposed

the discipline. If he or she is the Department Director, the grievance will be filed at Step 2.

c. Verbal reprimands are not subject to the grievance process.

#### 27.6 **The Steps of the Grievance Procedure**.

#### Step 1. <u>The Immediate Supervisor</u>

Grievances submitted at Step 1 will be filed with the grievant's immediate supervisor. The grievant's supervisor, or other manager or supervisor appointed by the department, will respond in writing to the grievant or his or her Union representative within seven (7) days of receipt. There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance procedure to formally discuss the grievance. Unless an exception is agreed upon by the Union and the City, the meeting will be attended by the grievant, the manager, and/or the supervisor designated by the City, and the steward and/or other Union representative. If the grievance is unresolved after seven (7) days, the grievance may be submitted to Step 2. Failure by the supervisor to respond to the grievance as specified above shall automatically move the grievance to the next step of the grievance process.

#### Step 2. <u>The Department Director</u>

Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or his or her Union representative to the Department Director or his or her designee, e.g. Public Works Operations Manager. Unresolved grievances must be submitted in writing within seven (7) days after the response is due at Step 1. The Department Director will respond in writing to the grievant or <u>and</u> his or her Union representative within ten (10) days of receipt.

### Step 3. <u>City Manager</u>

Grievances submitted at Step 3 and grievances unresolved at Step 2 may be presented by the grievant or his or her Union representative to the City Manager. Unresolved grievances must be submitted within seven (7) days after the response is due at Step 2. The City Manager will respond in writing to the grievant or <u>and</u> his or her Union representative within fifteen (15) days of receipt.

#### Step 4. Arbitration

If the grievance is not resolved within seven (7)\_days from the date of the City Manager's reply, it may be submitted within twenty (20)\_days to an arbitrator in the following manner. An arbitrator may be selected within (10) days by mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of nine (9) names of Oregon/Washington arbitrators who are on the AAA panel shall be jointly requested from the State Mediation and Conciliation

Service. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than seven (7) days after receipt of the list. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

27.7 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

27.8 Expenses for the arbitrator's services and the proceedings shall be borne by the losing party. Each party shall be completely responsible for the cost of preparing, presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings it shall solely bear the cost of such records; provided however that if the other party requests a copy of the record then the cost of the record for the parties and the Arbitrator including the reporter appearance fee, if any, shall be shared evenly.

27.9 In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which provides a remedy for more than ninety (90) days prior to the date when the grievance was first been presented.

27.10 Any or all time limits specified in the grievance process may be waived by the mutual written consent of both parties. In the event that the Department Director or the City Manager should, for legitimate reasons, be absent from their respective positions at the time the employee or union files the grievance then the grievance process shall be suspended until their return to duty with the CITY.

27.11 Stewards designated by the UNION shall not suffer loss of pay or benefits when meeting with the Department Director or other management representatives concerning written grievances. It is understood that the CITY shall not incur overtime liability as a result of time devoted to such proceedings.

27.12 The term "days," as used in this Article shall mean normal CITY business day, Monday through Friday, excluding holidays.

#### **ARTICLE 28**

#### SHOP STEWARDS

28.1 The UNION may select a Steward from employees covered by this agreement. The names of the Steward(s) and the names of the other Union representatives, who may represent employees, shall be identified by the Union in writing to the City. If requested, the Steward, or Union officers acting in the capacity of a Steward, shall have the right to represent employees within the bargaining unit with respect to grievances. The Steward shall be granted time to meet with CITY representatives on matters relating to the processing of grievances without loss of pay during normal working hours.

28.2 The Steward shall obtain authorization from their supervisor prior to leaving the work area for the above stated purposes.

28.3 As much as possible, grievance proceedings shall be held during regular working hours without loss of pay or recrimination to the aggrieved party and/or the Steward. It is understood that the CITY will not incur any liability for overtime pay as the result of any grievance proceedings.

## ARTICLE 29 SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof. These negotiations shall begin no later than ten (10) working days from the issue of such order.

# ARTICLE 30 NO STRIKES OR LOCKOUTS

30.1 The CITY will not lockout employees during the term of this Agreement provided, however, the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the CITY'S judgment to warrant continuation of part or all of its operations.

30.2 The UNION will not initiate or engage in and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, or other interruption of work during the terms of this Agreement.

30.3 Should a strike or other interruption of work occur, the CITY shall notify the UNION of

the existence of such activity and request advice from the UNION as to whether the activity has been authorized. The UNION, immediately thereafter, shall respond to the CITY'S request in writing.

30.4 Upon receiving notice of a strike or other interruption of work, which it has not authorized, the UNION will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the UNION takes such action, it shall not be held liable by the CITY for the unauthorized activity of the employees involved.

30.5 In the event employees participate in a strike or other interruption of work in violation of this Article, the participating employee(s) shall be subject to selective disciplinary action, which may include discharge.

30.6 It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

# ARTICLE 31 SALARIES/BILINGUAL PAY

31.1 Employees covered by this Agreement shall be paid in accordance with the salary schedules shown in Addendum A to this Agreement:

31.2 Employees fluent in a foreign language approved by the City shall be paid an additional three percent (3%) per month. The City has an established process for testing and standard in fluency; arranging for testing to determine qualification for this incentive and arranging demonstration fluency is the employee's responsibility.

### ARTICLE 32

### FUNDING

32.1 The parties to this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. Portions of this Agreement are therefore contingent upon approval of the proposed budget by the Budget Committee, the City Commission and, in certain instances, the voters of the CITY.

32.2 In the event of budget reductions by the Budget Committee or the City Commission or lack of approval by the voters, the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services with the desired end result to be to offer available employment opportunities to existing bargaining unit members whenever and wherever possible.

# ARTICLE 33 SUBCONTRACTING

The UNION recognizes that the CITY may contract and subcontract work as it determines would be economically advantageous to the CITY. In the event that such a contract or subcontract would result in layoff to employees covered by this bargaining unit, the CITY agrees to give the UNION 60 (sixty) days' notice of such action and further agrees to meet and confer with the UNION to discuss the effect of such action prior to finalizing and implementing such a decision. The CITY agrees to give consideration to alternatives such as work force reduction by attrition, transfers to other departments (including those not covered by this Agreement), preferential rehiring, and reasonable expenses associated with retraining employees who may be displaced by such action. Such considerations shall be within the CITY'S primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.

# ARTICLE 34 PROBATIONARY PERIOD

Employees with less than one year service shall be on probation. Prior to completion of this probationary period an employee may be discharged at will.

Employees promoted within the unit shall be subject to a six-month probationary period. Promoted employees not successfully completing their probationary period shall be reinstated in their previous classification. The probationary period may be extended for any time the employee is on unpaid leave of absence for a period longer than 30 days excluding leave due to workers' compensation.

## ARTICLE 35 ON-CALL DUTY & CALL BACK

**35.1 On Call.** Provisions of the Article are applicable only to those bargaining unit employees who regularly work in the Public Works Department. On-call duty occurs whenever an employee is required to be available to receive emergency electronic communication and respond as needed from within the tri-City Portland metropolitan area during evenings and weekends outside their normal working hours during a seven (7) day or longer period.

An employee required to be on-call for a period which includes a holiday shall receive an additional eight (8) hours of holiday accrual, unless the employee's holiday accrual cap would be

exceeded in which case the excess holiday hours shall be compensated at the overtime rate in lieu of the accrual of such holiday time.

The CITY shall ask for volunteers from those employees it determines are qualified to work oncall duty in the City's reasonable discretion which shall not be abused. If no employee volunteers, the CITY may assign an employee to on-call duty. On call coverage will be arranged for every day of the year in accordance with such practices as the Department may determine periodically; employees who have volunteered for or been assigned on call may arrange for on call coverage by another qualified employee, approved by a supervisor, in the event the employee's availability circumstances change for a day or greater period.

Employees who serve in on-call status for a consecutive seven (7) day period shall receive three hundred dollars (\$300) as compensation for being on call, which is in addition to hours actually worked when the employee is called back to work. Employees required to be on-call for less than a seven (7) day period shall be paid prorated on-call compensation.

Any employee assigned to on-call duty who fails to be available or respond when called shall forfeit one hundred percent (100%) of the on-call compensation for the entire period, and, may be held accountable (1) at the CITY'S discretion by ineligibility for future on-call duty, and (2) with discipline for just cause appropriate to the failure to perform essential job duties.

**35.2** Call Back. Call-back time is defined as calling an employee back to work after the employee has left the work site to work/department at the end of a workday for additional hours of work not contiguous with the prior or successive work shift. Call-back time shall be compensated at a minimum of three (3) hours' pay at one and one-half (1 1/2) the employee's normal pay rate for all such time worked. If an on call employee is called back to work, call back pay shall be in addition to on call pay described in this Agreement. Call-back begins when the employee has reported to either the Department facility or the work site as directed at the time of the call back notification. An employee who responds and reports to the call-out location as directed will be reimbursed at the IRS/City mileage rate for use of a personal vehicle, portal to portal.

**35.3** Electronic Monitoring and Calls at Home. An employee who is contacted at home, outside normal hours of work by a manager, supervisor or the on-call employee, and is required to perform compensable work (which for this purpose means work which exceeds seven and one half minutes subject to quarter hour rounding rules of the FLSA), outside of the employee's normal shift without having to physically report to work shall be paid for a minimum of one (1) hour at the overtime rate. At no time will an employee be paid twice in the same hour. This section does not apply to receipt of an electronic communication and shall not be paid in

addition to any other amount if other payment is required by this Article 36. The City shall monitor overtime slips submitted based on this Article 36.3, and each overtime request based on a call at home from a coworker who not a supervisor shall be justified by written statement which explains the need for and duration of the call.

### ARTICLE 36 DEFINITIONS

- Probationary Employee: An employee who has been employed for less than one year.
- Regular Employee: An employee who has successfully completed the probation period.
- Full-time Employee: An employee who is hired to work a schedule of at least forty (40) hours per week.
- Part-time employee: An employee who is hired to work a schedule of more than twenty (20) hours but less than forty (40) hours per week.
- Temporary or Seasonal Employee: An employee who is hired with the expectation that they will be employed for a finite period of time not greater than one hundred and eighty (180) calendar days.

# ARTICLE 37 LICENSURE PAYMENT

If any employee is required to have a Commercial Driver's License (CDL) the City will reimburse the costs paid by the employee for the CDL endorsement and required medical examination costs which were not otherwise paid by the City or through health insurance. Such employees' payment of the cost of the personal Class C DMV motor vehicle operator license is subject to reimbursement only when initially obtained to comply with a job or assignment requirement but not upon subsequent renewals thereof.

### ARTICLE 38 TERM OF AGREEMENT

38.1 This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2016 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2019. Wage increases shall be applied retroactively from and after July 1<sup>st</sup> 2016 only for bargaining unit members employed on February 2, 2016 and the two (2) former City employees who separated from City employment on or after December 20, 2016. All language changes to practices or procedures which affect pay or entitlements shall be applied prospectively from and after the first of the month following the parties' ratification of this Agreement. This Agreement shall automatically be renewed from year-to-year thereafter unless either party shall notify the other, in writing, by January 1, that it wishes to modify the Agreement.

38.2 This Agreement may be amended at any time by mutual agreement of the UNION and CITY; such amendments shall be in writing and signed by both parties.

For the CITY:

For the UNION:

Tony Konkol, City Manager

Dated:\_\_\_\_\_

Lance Powlinson, President Local 350-2

Dated:

Jamaal Anthony Council 75 Representative

Dated:

# ADDENDUM A – Wage Rates Effective July 1, 2016

			Fi	scal Year		AFSO	CME SAI	LARY SCH	EDUI	LE						
				2016-17												
				1.03												
Grade/Step	July 1, 2016 - June 30, 2017 - 3.00%			<u>1</u>	<u>2</u>		<u>3</u>	<u>4</u>		<u>5</u>	<u>e</u>	3	<u>7</u>		8	<u>9</u>
9	Nutrition Assistant		\$	13.52	\$ 14.18	\$	14.91	\$ 15.6	52 \$	16.43	\$	17.24	\$ 17.66	\$	18.14	\$ 18.59
			\$	2,343	\$ 2,458	\$	2,584	\$ 2,70	)7 \$	2,848	\$	2,988	\$ 3,061	\$	3,144	\$ 3,222
			\$	28,116		· ·	31,008	. ,	34 \$	,		35,856	. ,	· ·	37,728	. ,
10			\$	13.86			15.25		)4 \$			17.66			18.59	•
			\$	2,402			2,643		30 \$			3,061			3,222	
			\$	28,824			31,716		50 \$			36,732			38,664	
11			\$	14.18	•		15.62		3 \$			18.14			19.04	
			\$	2,458			2,707		18 \$			3,144			3,300	
12			\$	29,496			32,484		76 \$			37,728			39,600	
12	Food Service Worker		\$	14.54			16.04		32 \$			18.59			19.52	
			\$	2,520 30,240			2,780 33,360		16 \$ 92 \$			3,222 38,664			3,383 40,596	
13	Accounting Clerk I		\$	14.91			16.43		24 \$			19.04			20.01	
15	Accounting Clerk I		ې \$	2,584			2,848		24   Ş 38   Ş			3,300			3,468	
			ş	31,008			2,848 34,176		56 \$	,		39,600			41,616	
14			\$	15.25			16.82		56 \$			19.52	· · ·		20.51	
14			Ś	2,643			2,916		51 \$			3,383			3,555	
			Ś	31,716			34,992		32 \$			40,596			42,660	
15	Office Specialist I		\$	15.62			17.24		4 \$			20.01			21.02	
10	Senior Center Van Driver		Ś	2,707			2,988		4 \$			3,468			3,643	
			Ś	32,484			35,856	. ,	28 \$	,		41,616			43,716	
16			\$	16.04			17.66		59 \$			20.51			21.65	
			\$	2,780			3,061		22 \$			3,555			3,753	
			\$	33,360			36,732	\$ 38,66	54 \$	40,596	\$ 4	12,660		\$	45,036	
17			\$	16.43			18.14	\$ 19.0	)4 \$			21.02				\$ 22.64
			\$	2,848	\$ 2,988	\$	3,144	\$ 3,30	00 \$	3,468	\$	3,643	\$ 3,753	\$	3,827	\$ 3,924
			\$	34,176	\$ 35,856	\$	37,728	\$ 39,60	00 \$	41,616	\$ 4	43,716	\$ 45,036	\$	45,924	\$ 47,088
18			\$	16.82	\$ 17.66	\$	18.59	\$ 19.5	52 \$	20.51	\$	21.65	\$ 22.08	\$	22.64	\$ 23.20
			\$	2,916	\$ 3,061	\$	3,222	\$ 3,38	33 \$	3,555	\$	3,753	\$ 3,827	\$	3,924	\$ 4,021
			\$	34,992	\$ 36,732	\$	38,664	\$ 40,59	96 \$	42,660	\$ 4	45,036	\$ 45,924	\$	47,088	\$ 48,252
19			\$	17.24	\$ 18.14	\$	19.04	\$ 20.0	)1 \$	21.02	\$	22.08	\$ 22.64	\$	23.20	\$ 23.77
			\$	2,988	\$ 3,144	\$	3,300		58 \$	3,643	\$	3,827			4,021	
			\$	35,856		<u> </u>	39,600		L6 \$	,		45,924	, ,	· ·	48,252	, ,
20			\$	17.66	•		19.52	•	51 \$			22.64	•		23.77	
			\$	3,061			3,383		55 \$			3,924			4,120	
			\$	36,732		-	40,596	. ,	50 \$			47,088	. ,	· ·	49,440	
21	Accounting Clerk II	Office Specialist II	\$	18.14	•		20.01	•	)2 \$			23.20			24.36	
	Library Assistant I	Program Assistant	\$	3,144			3,468		\$			4,021			4,222	
22	Meals-On-Wheels Coordinator		\$	37,728			41,616	· · · ·	LG \$			48,252		-	50,664	
22			\$	18.59			20.51	•	55 \$			23.77	•		24.98	•
			\$	3,222 38,664			3,555 42,660		53 \$ 86 \$			4,120 19,440			4,330 51,960	
23	Customer Accounting Clerk		\$	38,664			21.02		36 <u>\$</u> )8 \$			24.36		-	25.60	
23	Recreation Programmer		\$	3,300			3,643		27 \$			4,222	•		4,437	•
	Accreation r rograniliter		\$	39,600			43,716		24 \$			4,222 50,664			53,244	
24	Library Assistant II		\$	19.52		-	21.65	· · · · ·	54 \$			24.98			26.24	
27	Office Specialist III		\$	3,383	•		3,753	•	24 \$			4,330	•		4,548	•
			\$	40,596			45,036		38 \$			51,960			54,576	
	L		ڊ <sub>ا</sub>	-5,550	÷ +2,000	Ý	-5,050	γ <del>τ</del> ,00	ڊ <sub>د</sub> ر	-5,0	Ý .		~ JJ,274	Ý	57,570	- JJ,JJ

			Fis	cal Year			AFS	CME SA	LARY	SCHED	ULE							
			2	016-17														
			\$	1.03														
Grade/Step	July 1, 2016 - June 30, 2017 - 3.00%			<u>1</u>	2			<u>3</u>		<u>4</u>	<u>5</u>			<u>6</u>	<u>7</u>		<u>8</u>	<u>9</u>
25	Engineering Technician I	Permit Technician	\$	20.01	\$	21.02	\$	22.08	\$	23.20	\$	24.36	\$	25.60	\$ 26.2	4 \$	26.89	\$ 2
	Parks Maintenance Specialist I	Utility Customer Service Rep.	\$	3,468	\$	3,643	\$	3,827	\$	4,021	\$	4,222	\$	4,437	\$ 4,54	\$ \$	4,661	\$ 4
		Utility Maintenance Specialist I	\$	41,616	\$	43,716	\$	45,924	\$	48,252	\$5	0,664	\$	53,244	\$ 54,57	76 \$	55,932	\$ 57
26	Library Assistant III		\$	20.51	\$	21.65	\$	22.64	\$	23.77	\$	24.98	\$	26.24	\$ 26.8	39 \$	27.55	\$ 2
			\$	3,555	\$	3,753	\$	3,924	\$	4,120	\$	4,330	\$	4,548	\$ 4,66	51 \$	4,775	\$ 4
			\$	42,660	\$	45,036	\$	47,088	\$	49,440	\$5	1,960	\$	54,576	\$ 55,93	32 \$	57,300	\$ 58
27	Accounting Technician	Administrative Assistant	\$	21.02	\$	22.08	\$	23.20	\$	24.36	\$	25.60	\$	26.89	\$ 27.5	5 \$	28.27	\$ 2
	Senior Recreation Programmer		\$	3,643		3,827		4,021		4,222		4,437		4,661		<b>75</b> \$	4,900	
			\$	43,716		45,924	\$	48,252	-	50,664		3,244		55,932		)0 \$		\$ 60
28	Planning Technician		\$	21.65		22.64		23.77		24.98	•	26.24	•	27.55	•	27 \$	28.97	\$ 2
			\$	3,753		3,924		4,120		4,330		4,548		4,775		00 \$	5,021	
			\$	45,036	\$	47,088	\$	49,440	\$	51,960	\$5	4,576	\$	57,300	, ,		60,252	\$ 61
29	Environmental Services Tech I	Parks Mechanical Specialist II	\$	22.08		23.20		24.36		25.60		26.89	•	28.27	•	97 \$	29.69	•
	Mechanic	Recreation Program Coordinator	\$	3,827		4,021		4,222		4,437		4,661		4,900		21 \$	5,146	
	Parks Maintenance Specialist II	Utilities Maintenance Specialist II	\$	45,924	-	48,252	<u> </u>	50,664		53,244		5,932		58,800	. ,	52 \$	61,752	
30			\$	22.64		23.77		24.98		26.24		27.55		28.97	•	59 \$	30.41	
			\$	3,924		4,120		4,330		4,548		4,775		5,021		16 \$	5,271	
			\$	47,088		49,440		51,960	-	54,576		7,300		60,252		52 \$	63,252	
31	Client Services Coordinator	Permit Coordinator	\$	23.20		24.36	•	25.60		26.89	•	28.27	•	29.69	•	\$1	31.19	•
	Customer Accounting Coord.	Senior Accounting Technician	\$	4,021		4,222		4,437		4,661		4,900		5,146	. ,	/1 \$	5,406	•
	Engineering Technician II	Utilities Maintenance Specialist III	\$	48,252	\$	50,664	\$	53,244	\$	55,932	\$    5	8,800	\$	61,752	\$ 63,25	52 \$	64,872	\$ 66
	Parks Maintenance Specialist III																	
32			\$	23.77		24.98		26.24		27.55	•	28.97	•	30.41	•	19 \$	31.98	•
	Economic Development Coordinator	Senior Administrative Assistant	\$	4,120	•	4,330		4,548		4,775		5,021		5,271	. ,	)6 \$	5,543	
			\$	49,440		51,960		54,576	-	57,300		0,252		63,252		/2 \$	66,516	
33	Assistant Planner	Lead Mechanic	\$	24.36		25.60		26.89		28.27		29.69	•	31.19		98 \$	32.76	
	Engineering Technician III	Utility Maintenance Team Leader	\$	4,222		4,437		4,661		4,900		5,146		5,406		13 \$	5,678	
~ .	GIS Technician	Customer Service Team Leader	\$	50,664		53,244	· ·	55,932		58,800		1,752		64,872	, ,	6\$	68,136	
34	Librarian		\$	24.98		26.24		27.55		28.97		30.41		31.98		76 \$	33.59	
			\$	4,330		4,548		4,775		5,021		5,271		5,543		78 \$	5,822	
			\$	51,960		54,576	<u> </u>	57,300	<u> </u>	60,252		3,252		66,516	. ,	36 \$	69,864	
35	Accountant		\$	25.60		26.89		28.27		29.69		31.19		32.76		59 \$	34.42	
	Asset Management Specialist		\$	4,437		4,661		4,900		5,146		5,406		5,678		22 \$	5,966	
20			\$ \$	53,244 26.24		55,932		58,800		61,752 S 30.41 S		4,872 31.98		68,136		54 \$ 12 \$	71,592 35.27	
36	Associate Engineer		\$	4,548	•	27.55		28.97 5,021		5,271	•	5,543	•	33.59 5,822		12 \$ 66 \$		•
	Construction Inspector		\$	4,548	•	4,775 57,300		60,252		63,252		5,543 6,516		69,864	. ,	92 \$	6,113 73,356	•
37	Building Inspector I		\$ \$	26.89	-	28.27		29.69	-	31.19		32.76		34.42		27 \$	36.17	
37	Business Analyst		\$	4,661		4,900		5,146		5,406		5,678		5,966		13 \$	6,269	•
	Water Quality Coordinator		\$	55,932		4,900		61,752		64,872		8,136		71,592		56 \$	75,228	
38	water Quality Coordinator		\$	27.55		28.97		30.41		31.98		33.59		35.27	, ,	17 \$	37.08	
30	Development Engineer	Right of Way Program Manager	\$	4,775		5,021		5,271		5,543		5,822		6,113		59 \$	6,427	
	GIS Analyst	Senior Accountant	\$	57,300		60,252		63,252		66,516		9,864		73,356		28 \$	77,124	
39	olo maryot	Senior Accountant	\$	28.27	-	29.69		31.19	· ·	32.76		34.42		36.17		.o ,5 )8 \$	37.99	
رر			\$	4,900		5,146		5,406		5,678	•	5,966		6,269		27 \$	6,585	•
			\$	58,800		61,752		64,872		68,136		1,592		75,228		27 Ş 24 Ş	79,020	
40	Building Inspector II	Project Engineer	\$	28.97	-	30.41		31.98	-	33.59		35.27		37.08		9 \$	38.93	
40	Planner	Senior Business Analyst	\$	5,021	•	5,271		5,543		5,822		6,113		6,427	•	35 \$	6,748	
	Plans Examiner	Senior Dusiness Analyst	Ş	60,252		63,252		66,516		69,864		3,356		77,124		20 \$	80,976	
	I IAHS EXAMINET		ş	00,232	Ŷ	03,232	ڔ	00,510	ې	05,004	/ ہ	5,550	ړ	11,124	0,75 ب	.υ γ	00,970	× ۵۷

		Fiscal Year		AFSCME S	ALARY SCHE	DULE				
		2016-17								
		<mark>\$ 1.03</mark>								
Grade/Step	July 1, 2016 - June 30, 2017 - 3.00%	<u>1</u>	2	3	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
41	GIS Coordinator	\$ 29.69	\$ 31.19	\$ 32.76	\$ 34.42	\$ 36.17	\$ 37.9	9 \$ 38.93	\$ 39.90	\$ 40.94
		\$ 5,146	\$ 5,406	\$ 5,678	\$ 5,966	\$ 6,269	\$ 6,58	5 \$ 6,748	\$ 6,916	\$ 7,096
		\$ 61,752	\$ 64,872	\$ 68,136	\$ 71,592	\$ 75,228	\$ 79,02	0 \$ 80,976	\$ 82,992	\$ 85,152
42		\$ 29.52	\$ 31.98	\$ 33.59	\$ 35.27	\$ 37.08	\$ 38.9	3 \$ 39.90	\$ 40.94	\$ 41.96
	Senior Building Inspector	\$ 5,117	\$ 5,543	\$ 5,822	\$ 6,113	\$ 6,427	\$ 6,74	8 \$ 6,916	\$ 7,096	\$ 7,273
		\$ 61,404	\$ 66,516	\$ 69,864	\$ 73,356	\$ 77,124	\$ 80,97	6 \$ 82,992	\$ 85,152	\$ 87,276
43		\$ 31.19	\$ 32.76	\$ 34.42	\$ 36.17	\$ 37.99	\$ 39.9	0 \$ 40.94	\$ 41.96	\$ 43.00
		\$ 5,406	\$ 5,678	\$ 5,966	\$ 6,269	\$ 6,585	\$ 6,91	6 \$ 7,096	\$ 7,273	\$ 7,453
		\$ 64,872	\$ 68,136	\$ 71,592	\$ 75,228	\$ 79,020	\$ 82,99	2 \$ 85,152	\$ 87,276	\$ 89,436
44	Senior Development Engineer	\$ 31.98	\$ 33.59	\$ 35.27	\$ 37.08	\$ 38.93	\$ 40.9	4 \$ 41.96	\$ 43.00	\$ 44.09
		\$ 5,543	\$ 5,822	\$ 6,113	\$ 6,427	\$ 6,748	\$ 7,09	6 \$ 7,273	\$ 7,453	\$ 7,642
		\$ 66,516	\$ 69,864	\$ 73,356	\$ 77,124	\$ 80,976	\$ 85,15	2 \$ 87,276	\$ 89,436	\$ 91,704
45		\$ 32.76	\$ 34.42	\$ 36.17	\$ 37.99	\$ 39.90	\$ 41.9	6 \$ 43.00	\$ 44.09	\$ 45.18
		\$ 5,678	\$ 5,966	\$ 6,269	\$ 6,585	\$ 6,916	\$ 7,27	3 \$ 7,453	\$ 7,642	\$ 7,831
		\$ 68,136	\$ 71,592	\$ 75,228	\$ 79,020	\$ 82,992	\$ 87,27	6 \$ 89,436	\$ 91,704	\$ 93,972
46	Senior Planner	\$ 33.59	\$ 35.27	\$ 37.08	\$ 38.93	\$ 40.94	\$ 43.0	0 \$ 44.09	\$ 45.18	\$ 46.34
	Senior Project Engineer	\$ 5,822	\$ 6,113	\$ 6,427	\$ 6,748	\$ 7,096	\$ 7,45	3 \$ 7,642	\$ 7,831	\$ 8,032
		\$ 69,864	\$ 73,356	\$ 77,124	\$ 80,976	\$ 85,152	\$ 89,43	6 \$ 91,704	\$ 93,972	\$ 96,384

			Fis	scal Year		AFSC	ME SAI	LARY	SCHEDU	LE						
			2	2017-18												
				1.02												
Grade/Step	July 1, 2017 - June 30, 2018 - 2.00%			<u>1</u>	2		<u>3</u>		<u>4</u>	<u>5</u>	<u>6</u>		<u>7</u>	8		<u>9</u>
9	Nutrition Assistant		\$	13.79	\$ 14.47	\$	15.21	\$	15.93 \$	16.76	\$	17.59 \$	18.02	\$	18.51 \$	18.9
			\$	2,390	\$ 2,508	\$	2,636	\$	2,761 \$	2,905	\$	3,049 \$	3,123	\$	3,208 \$	3,28
			\$	28,680	\$ 30,096	\$	31,632	\$	33,132 \$	34,860	\$ 3	6,588 \$	37,476	\$ 3	8,496 \$	39,43
10			\$	14.14	\$ 14.84	\$	15.56	\$	16.38 \$	17.16	\$	18.02 \$	18.51	\$	18.96 \$	19.4
			\$	2,451	\$ 2,572	\$	2,697	\$	2,839 \$	2,974	\$	3,123 \$	3,208	\$	3,286 \$	3,36
			\$	29,412		-	32,364		34,068 \$		-	7,476 \$			9,432 \$	
11			\$	14.47			15.93		16.76 \$			18.51 \$			19.42 \$	
			\$	2,508			2,761		2,905 \$			3,208 \$			3,366 \$	
			\$	30,096	. ,		33,132		34,860 \$	,		8,496 \$		· ·	0,392 \$	,
12	Food Service Worker		\$	14.84			16.38		17.16 \$			18.96 \$			19.91 \$	
			\$	2,572	• •		2,839		2,974 \$	· · ·		3,286 \$	,		3,451 \$	,
			\$	30,864		÷	34,068		35,688 \$		-	9,432 \$			1,412 \$	
13	Accounting Clerk I		\$	15.21			16.76		17.59 \$			19.42 \$			20.41	
			\$ \$	2,636 31,632			2,905 34,860		3,049 \$			3,366 \$			3,538 \$	
14			\$	15.56			17.16		36,588 \$ 18.02 \$		-	0,392 \$ 19.91 \$	-		2,456 \$ 20.92 \$	
14			\$	2,697			2,974		3,123 \$			3,451 \$			20.92   \$ 3,626 \$	
			Ś	32,364			35,688		37,476 \$			1,412 \$			3,512 \$	
15	Office Specialist I		Ś	15.93			17.59	·	18.51 \$			20.41 \$			21.44	
15	Senior Center Van Driver		Ś	2,761		•	3,049		3,208 \$			3,538 \$		•	3,716 \$	
	Semor Center Van Driver		Ś	33,132	. ,		36,588		38,496 \$	· · ·		2,456 \$			4,592	,
16			Ś	16.38		. · · · · · · · · · · · · · · · · · · ·	18.02		18.96 \$		-	20.92 \$			22.09 \$	
10			\$	2,839			3,123		3,286 \$			3,626 \$			3,829 \$	
			Ś	34,068			37,476		39,432 \$			3,512 \$			5,948	
17			\$	16.76		-	18.51		19.42 \$		-	21.44 \$	-		22.53	
			\$	2,905			3,208		3,366 \$			3,716 \$			3,905	
			\$	34,860			38,496		40,392 \$			4,592 \$			6,860 \$	
18			\$	17.16			18.96	\$	19.91 \$	20.92		22.09 \$			23.09 \$	
			\$	2,974	\$ 3,123	\$	3,286	\$	3,451 \$	3,626	\$	3,829 \$	3,905	\$	4,002 \$	4,10
			\$	35,688	\$ 37,476	\$	39,432	\$	41,412 \$	43,512	\$ 4	5,948 \$	46,860	\$ 4	8,024 \$	49,22
19			\$	17.59	\$ 18.51	\$	19.42	\$	20.41 \$	21.44	\$	22.53 \$	23.09	\$	23.66 \$	24.2
			\$	3,049	\$ 3,208	\$	3,366	\$	3,538 \$	3,716	\$	3,905 \$	4,002	\$	4,101 \$	4,20
			\$	36,588	\$ 38,496	\$	40,392	\$	42,456 \$		-	6,860 \$	48,024	\$ 4	9,212 \$	50,4
20			\$	18.02			19.91		20.92 \$			23.09 \$			24.25	
			\$	3,123			3,451		3,626 \$			4,002 \$			4,203 \$	
			\$	37,476		-	41,412		43,512 \$			8,024 \$			0,436 \$	
21	Accounting Clerk II	Office Specialist II	\$	18.51			20.41		21.44 \$			23.66 \$			24.85	
	Library Assistant I	Program Assistant	\$	3,208			3,538		3,716 \$			4,101 \$			4,307 \$	,
	Meals-On-Wheels Coordinator		\$	38,496			42,456		44,592 \$		-	9,212 \$	-		1,684 \$	
22			\$	18.96			20.92		22.09 \$			24.25 \$			25.49	
			\$	3,286			3,626		3,829 \$			4,203 \$			4,418 \$	
22	Constanting American Charl		\$	39,432		<u> </u>	43,512		45,948 \$		-	0,436 \$			3,016 \$	-
23	Customer Accounting Clerk		\$ \$	19.42			21.44		22.53 \$			24.85 \$			26.12 \$	
	Recreation Programmer		\$	3,366 40,392			3,716		3,905 \$			4,307 \$			4,527 \$	
24	Librory Assistant II		\$	40,392	, ,	-	44,592 22.09		46,860 \$ 23.09 \$			1,684 \$ 25.49 \$			4,324 \$ 26.76 \$	
24	Library Assistant II Office Specialist III		\$	3,451			22.09 3,829		23.09 \$ 4,002 \$			25.49   \$ 4,418 \$			26.76   \$ 4,639   \$	
	once specialist in		ې د	41,412	. ,		3,829 45,948		48,024 \$			4,418 \$ 3,016 \$	,		4,639 ÷ 5,668 \$	,
	L		\$	41,412	43,512 د	Ş	43,948	Ş	40,024 \$	50,430	ې 5	2,010 Ş	54,324	<del>ې</del> 5	J,008 \$	57,07

				cal Year			AFSCM	NE SA	LARY	SCHEDUL	E							
				017-18														
0			\$	1.02		-					_			_				
Grade/Step	July 1, 2017 - June 30, 2018 - 2.00%			1		<u>2</u>	3			<u>4</u>	<u>5</u>		<u>6</u>	<u>7</u>		<u>8</u>		<u>9</u>
25	Engineering Technician I	Permit Technician	\$	20.41	\$	21.44	\$	22.53	\$	23.66 \$	24.85	\$	26.12 \$	26.76	\$	27.44	\$	28.1
	Parks Maintenance Specialist I	Utility Customer Service Rep.	\$	3,538	\$	3,716	\$	3,905	\$	4,101 \$	4,307	\$	4,527 \$	4,639	\$	4,756	\$	4,87
		Utility Maintenance Specialist I	\$	42,456	\$	44,592	\$ 4	6,860	\$	49,212 \$	51,684		54,324 \$	55,668	\$	57,072	\$	58,4
26	Library Assistant III		\$	20.92		22.09		23.09		24.25 \$	25.49		26.76 \$	27.44		28.11		28.
			\$	3,626		3,829		4,002		4,203 \$	4,418		4,639 \$	4,756		4,872		4,9
			\$	43,512	· ·			18,024		50,436 \$	53,016		55,668 \$	57,072	· ·	58,464		59,9
27	Accounting Technician	Administrative Assistant	\$	21.44		22.53		23.66		24.85 \$	26.12		27.44 \$	28.11		28.84		29
	Senior Recreation Programmer		\$	3,716		3,905		4,101		4,307 \$	4,527		4,756 \$	4,872		4,999		5,1
28	Planning Technician		\$ \$	44,592 22.09	-	46,860 23.09		9,212 24.25		51,684 \$ 25.49 \$	54,324 26.76		57,072 \$ 28.11 \$	58,464 28.84		59,988 29.55		61,4 30
28	Planning Technician		\$	3,829		4,002	•	4,203		25.49 \$ 4,418 \$	4,639		4,872 \$	28.84 4,999		29.55 5,122		
			ې \$	3,829 45,948		4,002		4,203 50,436		4,418 \$ 53,016 \$	4,639 55,668		4,872 \$ 58,464 \$	4,999 59,988		61,464		5,2 63,0
29	Environmental Services Tech I	Parks Mechanical Specialist	\$	22.53	-	23.66		24.85		26.12 \$	27.44		28.84 \$	29.55	-	30.29		31
25	Mechanic	Recreation Program Coordinator	\$	3,905		4,101		4,307		4,527 \$	4,756		4,999 \$	5,122		5,250		5,3
	Parks Maintenance Specialist II	Utilities Maintenance Specialist II	Ś	,		49,212		51,684		54,324 \$	57,072		59,988 \$	61,464		63,000		64,5
30			\$	23.09		24.25		25.49	-	26.76 \$	28.11		29.55 \$	30.29	-	31.04	-	31
			\$	4,002		4,203		4,418		4,639 \$	4,872		5,122 \$	5,250		5,380		5,
			\$	48,024		50,436		3,016		55,668 \$	58,464		61,464 \$	63,000		64,560		66,
31	Client Services Coordinator	Permit Coordinator	\$	23.66	\$	24.85	\$	26.12	\$	27.44 \$	28.84	\$	30.29 \$	31.04	\$	31.82	\$	32
	Customer Accounting Coord.	Senior Accounting Technician	\$	4,101	\$	4,307	\$	4,527	\$	4,756 \$	4,999	\$	5,250 \$	5,380	\$	5,515	\$	5,
	Engineering Technician II	Utilities Maintenance Specialist III	\$	49,212	\$	51,684	\$ 5	54,324	\$	57,072 \$	59,988	\$	63,000 \$	64,560	\$	66,180	\$	67,
	Parks Maintenance Specialist III																	
32			\$	24.25	\$	25.49	\$	26.76	\$	28.11 \$	29.55	\$	31.04 \$	31.82	\$	32.62	\$	33
	Economic Development Coordinator	Senior Administrative Assistant	\$	4,203		4,418		4,639		4,872 \$	5,122		5,380 \$	5,515		5,654		5,
			\$	50,436	÷	53,016	-	5,668	-	58,464 \$	61,464		64,560 \$	66,180		67,848		69,
33	Assistant Planner	Lead Mechanic	\$	24.85		26.12		27.44		28.84 \$	30.29		31.82 \$	32.62		33.44		34
	Engineering Technician III	Utility Maintenance Team Leader	\$	4,307		4,527		4,756		4,999 \$	5,250		5,515 \$	5,654		5,796		5,9
	GIS Technician	Customer Service Team Leader	\$	51,684	· ·	54,324		57,072		59,988 \$	63,000		66,180 \$	67,848	· ·	69,552		71,
34	Librarian		\$	25.49		26.76		28.11		29.55 \$	31.04		32.62 \$	33.44		34.26		35
			\$\$	4,418		4,639		4,872		5,122 \$	5,380		5,654 \$	5,796		5,938		6, 70
25	A		\$	53,016 26.12		55,668		38,464		61,464 \$ 30.29 \$	64,560		67,848 \$	69,552 34.26	· ·	71,256 35.12		73, 35
35	Accountant Asset Management Specialist		ې \$	26.12 4,527		27.44 4,756		28.84 4,999		30.29 \$ 5,250 \$	31.82 5,515		33.44 \$ 5,796 \$	34.26 5,938		6,087		35 6,1
	Asset Management Specialist		\$ \$	4,327 54,324		4,730 57,072		4,999 59,988		63,000 \$	66,180		69,552 \$	71,256		73,044		74,
36	Associate Engineer		Ś	26.76	÷	28.11		29.55		31.04 \$	32.62		34.26 \$	35.12	<u> </u>	35.99		36
50	Construction Inspector		\$	4,639		4,872	•	5,122	•	5,380 \$	5,654		5,938 \$	6,087		6,238		6,
	Construction inspector		Ś	55,668		58,464		51,464		64,560 \$	67,848		71,256 \$	73,044		74,856		76,
37	Building Inspector I		Ś	27.44		28.84		30.29		31.82 \$	33.44		35.12 \$	35.99		36.89		37
	Business Analyst		\$	4,756		4,999	•	5,250	•	5,515 \$	5,796		6,087 \$	6,238		6,394		6,
	Water Quality Coordinator		\$	57,072	\$	59,988	\$ 6	53,000	\$	66,180 \$	69,552	\$	73,044 \$	74,856	\$	76,728	\$	78,
38			\$	28.11		29.55	\$	31.04	\$	32.62 \$	34.26	\$	35.99 \$	36.89	\$	37.83	\$	38
	Development Engineer	Right of Way Program Manager	\$	4,872	\$	5,122	\$	5,380	\$	5,654 \$	5,938	\$	6,238 \$	6,394	\$	6,557	\$	6,
	GIS Analyst	Senior Accountant	\$	58,464	\$	61,464	\$ 6	54,560	\$	67,848 \$	71,256	\$	74,856 \$	76,728	\$	78,684	\$	80,
39			\$	28.84	\$	30.29	\$	31.82	\$	33.44 \$	35.12	\$	36.89 \$	37.83	\$	38.76	\$	39
			\$	4,999		5,250		5,515	•	5,796 \$	6,087		6,394 \$	6,557		6,718		6,
			\$	59,988	. ·			56,180		69,552 \$	73,044		76,728 \$	78,684	<u> </u>	80,616		82,
40	Building Inspector II	Project Engineer	\$	29.55	\$	31.04	\$	32.62	\$	34.26 \$	35.99	\$	37.83 \$	38.76	\$	39.71	\$	40
	Planner	Senior Business Analyst	\$	5,122	· ·		•	5,654	•	5,938 \$	6,238		6,557 \$	6,718		6,883		7,
	Plans Examiner		\$	61,464	Ś	64,560	Ś F	57,848	ć	71,256 \$	74,856	ć	78,684 \$	80,616	ć	82,596	Ś	84,6

		Fi	scal Year		AFSO	CME SALAR	Y SCHED	JLE					
			2017-18										
		\$	1.02										
Grade/Step	July 1, 2017 - June 30, 2018 - 2.00%		<u>1</u>	2		3	<u>4</u>	<u>5</u>	<u>6</u>	_	<u>7</u>	<u>8</u>	 <u>9</u>
41	GIS Coordinator	\$	30.29	\$ 31.82	\$	33.44 \$	35.12	36.89	\$ 38.76	\$	39.71 \$	40.71	\$ 41.76
		\$	5,250	\$ 5,515	\$	5,796 \$	6,087	6,394	\$ 6,718	\$	6,883 \$	7,056	\$ 7,238
		\$	63,000	\$ 66,180	\$	69,552 \$	73,044	5 76,728	\$ 80,616	\$	82,596 \$	84,672	\$ 86,856
42		\$	31.04	\$ 32.62	\$	34.26 \$	35.99	37.83	\$ 39.71	\$	40.71 \$	41.76	\$ 42.81
	Senior Building Inspector	\$	5,380	\$ 5,654	\$	5,938 \$	6,238	6,557	\$ 6,883	\$	7,056 \$	7,238	\$ 7,420
		\$	64,560	, ,	\$	71,256 \$	74,856	,	\$ 82,596	\$	84,672 \$	86,856	\$ 89,040
43		\$	31.82		•	35.12 \$	36.89				41.76 \$		43.86
		\$	5,515			6,087 \$	6,394	,			7,238 \$	7,420	7,602
		\$	66,180	\$ 69,552	\$	73,044 \$	76,728	80,616	\$ 84,672	\$	86,856 \$	89,040	\$ 91,224
44	Senior Development Engineer	\$	32.62	\$ 34.26	\$	35.99 \$	37.83	39.71	\$ 41.76	\$	42.81 \$	43.86	\$ 44.99
		\$	5,654	\$ 5,938	\$	6,238 \$	6,557	,	\$ 7,238	\$	7,420 \$	7,602	 7,798
		\$	67,848	\$ 71,256	\$	74,856 \$	78,684	82,596	\$ 86,856	\$	89,040 \$	91,224	\$ 93 <i>,</i> 576
45		\$	33.44	\$ 35.12	\$	36.89 \$	38.76	40.71	\$ 42.81	\$	43.86 \$	44.99	\$ 46.09
		\$	5,796	\$ 6,087	\$	6,394 \$	6,718	5 7,056	\$ 7,420	\$	7,602 \$	7,798	\$ 7,989
		\$	69,552	\$ 73,044	\$	76,728 \$	80,616	84,672	\$ 89,040	\$	91,224 \$	93,576	\$ 95,868
46	Senior Planner	\$	34.26	\$ 35.99	\$	37.83 \$	39.71	41.76	\$ 43.86	\$	44.99 \$	46.09	\$ 47.27
	Senior Project Engineer	\$	5,938	\$ 6,238	\$	6,557 \$	6,883	5 7,238	\$ 7,602	\$	7,798 \$	7,989	\$ 8,193
		\$	71,256	\$ 74,856	\$	78,684 \$	82,596	86,856	\$ 91,224	\$	93,576 \$	95 <i>,</i> 868	\$ 98,316

			Fis	scal Year		AF	SCME SA	LARY	SCHEDU	LE							
			2	018-19													
				1.02													
Grade/Step	July 1, 2018 - June 30, 2019 - 2.00%			<u>1</u>	<u>2</u>	_	3		<u>4</u>	<u>5</u>		<u>6</u>	<u>7</u>		<u>8</u>		<u>9</u>
9	Nutrition Assistant		\$	14.09	\$ 14.76	\$	15.52	\$	16.26 \$	5 17.10	\$	17.95	5 18.38	\$	18.89	\$	19.3
			\$	2,442	\$ 2,558	\$	2,690	\$	2,818 \$	2,964	\$	3,111	3,186	\$	3,274	\$	3,35
			\$	29,304	\$ 30,696	\$	32,280	\$	33,816 \$	35,568	\$	37,332	38,232	\$	39,288	\$	40,22
10			\$	14.43	\$ 15.14	\$	15.89	\$	16.71 \$	5 17.50	\$	18.38	5 18.89	\$	19.34	\$	19.8
			\$	2,501	\$ 2,624	\$	2,754	\$	2,896 \$	3,033	\$	3,186	3,274	\$	3,352	\$	3,43
			\$	30,012	\$ 31,488	\$	33,048	\$	34,752 \$	36,396	\$	38,232	39,288	\$	40,224	\$	41,22
11			\$	14.76	\$ 15.52	\$	16.26	\$	17.10 \$	17.95	\$	18.89	\$ 19.34	\$	19.82	\$	20.3
			\$	2,558			2,818		2,964 \$			3,274			3,435		3,52
			\$	30,696			33,816	. ·	35,568	,		39,288		<u> </u>	41,220	· ·	42,24
12	Food Service Worker		\$	15.14	•		16.71		17.50 \$			19.34			20.31		20.8
			\$	2,624			2,896		3,033 \$	,		3,352			3,520		3,61
			\$	31,488		-	34,752		36,396 \$			40,224			42,240		43,34
13	Accounting Clerk I		\$	15.52			17.10		17.95 \$			19.82			20.84		21.3
			\$	2,690			2,964		3,111 \$			3,435			3,612		3,69
			\$	32,280		_	35,568		37,332		-	41,220			43,344		44,38
14			\$	15.89			17.50		18.38 \$			20.31			21.34		21.8
			\$	2,754			3,033		3,186 \$			3,520			3,699		3,79
			\$	33,048			36,396	_	38,232			42,240		_	44,388		45,52
15	Office Specialist I		\$	16.26	•		17.95		18.89 \$			20.84			21.89		22.5
	Senior Center Van Driver		\$	2,818			3,111		3,274 \$	,		3,612		<u> </u>	3,794		3,90
			\$	33,816		-	37,332		39,288 \$			43,344			45,528		46,88
16			\$	16.71			18.38		19.34 \$			21.34			22.54		22.9
			\$	2,896			3,186		3,352 \$			3,699			3,907		3,98
47			\$	34,752		_	38,232	-	40,224 \$		-	44,388			46,884		47,79
17			\$	17.10	•		18.89		19.82			21.89			22.98		23.5
			\$	2,964			3,274		3,435 \$			3,794			3,983		4,08
18			\$	35,568 17.50			39,288 19.34	_	41,220 \$ 20.31 \$	,		45,528		_	47,796 23.55		48,98 24.1
10			\$	3,033			3,352		3,520 \$		· ·	3,907			4,082		4,18
			\$	36,396			40,224		42,240			46,884			48,984		50,20
19			\$	17.95			19.82		20.84			22.98			24.14	. · ·	24.7
15			\$	3,111	•		3,435		3,612			3,983			4,184		4,28
			\$	37,332			41,220		43,344			47,796			50,208		51,45
20			\$	18.38		_	20.31	-	21.34			23.55		-	24.74		25.3
20			Ś	3,186			3,520		3,699			4,082			4,288		4,39
			\$	38,232			42,240		44,388			48,984			51,456		52,72
21	Accounting Clerk II	Office Specialist II	\$	18.89		-	20.84		21.89			24.14			25.35		26.0
	Library Assistant I	Program Assistant	\$	3,274	•		3,612		3,794 \$			4,184			4,394		4,50
	Meals-On-Wheels Coordinator		\$	39,288	. ,		43,344		45,528	,		50,208			52,728		54,09
22			\$	19.34		-	21.34	_	22.54			24.74			26.01		26.6
			\$	3,352			3,699		3,907 \$			4,288		\$	4,508		4,61
			\$	40,224			44,388		46,884			51,456			54,096		55,42
23	Customer Accounting Clerk		\$	19.82		_	21.89	-	22.98		<u> </u>	25.35		-	26.65		27.3
	Recreation Programmer		\$	3,435			3,794		3,983			4,394			4,619		4,73
	Ŭ Ŭ		\$	41,220			45,528		47,796			52,728			55,428		56,78
24	Library Assistant II		\$	20.31			22.54		23.55			26.01			27.30		28.0
	Office Specialist III		\$	3,520			3,907	· ·	4,082			4,508			4,732		4,85
	1 .		Ś	42,240	. ,	· · ·	46,884		48,984	,		54,096	· ,		56,784		58,23

			Fis	cal Year			AFSO	CME SA	LARY	SCHEDU	JLE								
			2	018-19															
			\$	1.02															
Brade/Step	July 1, 2018 - June 30, 2019 - 2.00%			1	<u>2</u>			<u>3</u>		<u>4</u>	<u>5</u>		<u>6</u>		7		<u>8</u>		<u>9</u>
25	Engineering Technician I	Permit Technician	\$	20.84	\$	21.89	\$	22.98	\$	24.14 \$	5 25.	85 \$	26.6	5\$	27.30	\$	28.00	\$	28.
	Parks Maintenance Specialist I	Utility Customer Service Rep.	\$	3,612	\$	3,794	\$	3,983	\$	4,184 \$	4,3	94 \$	4,61	9\$	4,732	\$	4,853	\$	4,9
	_	Utility Maintenance Specialist I	\$	43,344	\$	45,528	\$	47,796	\$	50,208 \$	52,72	28 \$	55,42	8\$	56,784	\$	58,236	\$	59,6
26	Library Assistant III		\$	21.34	\$	22.54	\$	23.55	\$	24.74 \$	5 26.0	)1 \$	27.3	0\$	28.00	\$	28.67	\$	29.
			\$	3,699	\$	3,907	\$	4,082	\$	4,288 \$	4,5	)8 \$	4,73	2\$	4,853	\$	4,969	\$	5,0
			\$	44,388	\$	46,884	\$	48,984	\$	51,456 \$	54,0	96 \$	56,78	4 \$	58,236	\$	59,628	\$	61,1
27	Accounting Technician	Administrative Assistant	\$	21.89	\$	22.98	\$	24.14	\$	25.35 \$	6 26.	55 \$	28.0	0\$	28.67	\$	29.42	\$	30
	Senior Recreation Programmer		\$	3,794	\$	3,983	\$	4,184	\$	4,394 \$	4,6	9\$	4,85	3\$	4,969	\$	5,099	\$	5,2
			\$	45,528	\$	47,796	\$	50,208	\$	52,728	55,42	28 \$	58,23	6\$	59,628	\$	61,188	\$	62,
28	Planning Technician		\$	22.54	\$	23.55	\$	24.74	\$	26.01 \$	5 27.	30 \$	28.6	7\$	29.42	\$	30.14	\$	30
			\$	3,907	\$	4,082	\$	4,288	\$	4,508 \$	4,7	32 \$	4,96	9 \$	5,099	\$	5,224	\$	5,3
			\$	46,884	\$	48,984	\$	51,456	\$	54,096 \$	56,7	34 \$	59,62	8\$	61,188	\$	62,688	\$	64,2
29	Environmental Services Tech I	Parks Mechanical Specialist	\$	22.98	\$	24.14	\$	25.35	\$	26.65 \$	5 28.	)0 \$	29.4	2 \$	30.14	\$	30.90	\$	31
	Mechanic	<b>Recreation Program Coordinator</b>	\$	3,983	\$	4,184	\$	4,394	\$	4,619 \$	5 4,8	53 \$	5,09	9 \$	5,224	\$	5,356	\$	5,4
	Parks Maintenance Specialist II	Utilities Maintenance Specialist II	\$	47,796	\$	50,208	\$	52,728	\$	55,428 \$	58,2	36 \$	61,18	8 \$	62,688	\$	64,272	\$	65,8
30			\$	23.55	\$	24.74	\$	26.01	\$	27.30 \$	5 28.	57 \$	30.1	4 \$	30.90	\$	31.67	\$	32
			\$	4,082	\$	4,288	\$	4,508	\$	4,732 \$	5 4,9	59 \$	5,22	4 \$	5,356	\$	5,489	\$	5,
			\$	48,984	\$	51,456	\$	54,096	\$	56,784 \$	59,6	28 \$	62,68	8 \$	64,272	\$	65,868	\$	67,
31	Client Services Coordinator	Permit Coordinator	\$	24.14	\$	25.35	\$	26.65	\$	28.00 \$	5 29.4	12 \$	30.9	0\$	31.67	\$	32.46	\$	33
	Customer Accounting Coord.	Senior Accounting Technician	\$	4,184	\$	4,394	\$	4,619	\$	4,853 \$	5,0	99 \$	5,35	6\$	5,489	\$	5,626	\$	5,
	Engineering Technician II	Utilities Maintenance Specialist III	\$	50,208	\$	52,728	\$	55,428	\$	58,236 \$	61,1	38 \$	64,27	2 \$	65,868	\$	67,512	\$	69,
	Parks Maintenance Specialist III																		
32			\$	24.74	\$	26.01	\$	27.30	\$	28.67 \$	30.	4 \$	31.6	7\$	32.46	\$	33.29	\$	34
	Economic Development Coordinator	Senior Administrative Assistant	\$	4,288	\$	4,508	\$	4,732	\$	4,969 \$		24 \$	5,48	9\$	5,626	\$	5,770		5,9
			\$	51,456	-	54,096	· ·	56,784		59,628	,	38 \$	65,86		67,512		69,240		70,9
33	Assistant Planner	Lead Mechanic	\$	25.35	•	26.65	•	28.00		29.42		90 \$		6\$	33.29		34.11		35
	Engineering Technician III	Utility Maintenance Team Leader	\$	4,394	\$	4,619	\$	4,853	\$	5,099 \$	5,3	56 \$	5,62	6\$	5,770	\$	5,912	\$	6,0
	GIS Technician	Customer Service Team Leader	\$	52,728	-	55,428		58,236		61,188 \$		/2 \$	67,51		69,240		70,944		72,
34	Librarian		\$	26.01	•	27.30		28.67		30.14 \$		57 \$		9\$	34.11		35.01		35
			\$	4,508		4,732		4,969	•	5,224 \$	,	39 \$	,	0\$	5,912		6,068		6,
			\$	54,096		56,784		59,628		62,688 \$		58 \$	69,24		70,944		72,816		74,
35	Accountant		\$	26.65		28.00		29.42		30.90 \$		46 \$		1\$	35.01		35.84		36
	Asset Management Specialist		\$	4,619		4,853		5,099		5,356 \$		26 \$		2\$	6,068		6,212		6,
			\$	55,428	•	58,236	· ·	61,188		64,272	,	12 \$	70,94		72,816		74,544		76,
36	Associate Engineer		\$	27.30		28.67		30.14		31.67 \$		29 \$		1\$	35.84		36.71		37
	Construction Inspector		\$	4,732		4,969		5,224		5,489 \$		70 \$		8\$	6,212		6,363		6,
			\$	56,784		59,628		62,688		65,868 \$		10 \$	72,81		74,544		76,356		78,
37	Building Inspector I		\$	28.00	•	29.42		30.90		32.46		1 \$		4 \$	36.71		37.64		38
	Business Analyst		\$	4,853	•	5,099		5,356	•	5,626 \$	,	12 \$	,	2\$	6,363		6,524		6,
	Water Quality Coordinator		\$	58,236		61,188	· ·	64,272	<u> </u>	67,512 \$		14 \$	74,54		76,356		78,288		80,
38			\$	28.67		30.14		31.67		33.29		)1 \$		1\$	37.64		38.59		3
	Development Engineer	Right of Way Program Manager	\$	4,969		5,224		5,489		5,770 \$	,	58 \$		3\$	6,524		6,689		6,
	GIS Analyst	Senior Accountant	\$	59,628		62,688	· ·	65,868	· ·	69,240 \$	,	L6 \$	76,35	· ·	78,288		80,268	· ·	82,
39			\$	29.42		30.90		32.46		34.11 \$		34 \$		4 \$	38.59		39.53		40
			\$	5,099		5,356		5,626		5,912 \$		12 \$		4 \$	6,689		6,852		7,
			\$	61,188	•	64,272		67,512		70,944 \$		\$4	78,28		80,268		82,224		84,
40	Building Inspector II	Project Engineer	\$	30.14	•	31.67		33.29		35.01 \$		/1 \$		9 \$	39.53		40.52		41
	Planner	Senior Business Analyst	\$	5,224		5,489		5,770		6,068 \$		53 \$		9\$	6,852		7,023		7,2
	Plans Examiner		\$	62,688	ć	65,868	~	69,240	÷ .	72,816	70.0	56 \$	80,26	0 6	82,224	ć	84,276	ć	86,4

		Fi	scal Year		AFSCME	SALAF	RY SCHED	ULE						
			2018-19											
		\$	1.02											
Grade/Step	<u>July 1, 2018 - June 30, 2019 - 2.00%</u>		1	2	<u>3</u>		4	<u>5</u>		6	<u>7</u>	<u>8</u>		<u>9</u>
41	GIS Coordinator	\$	30.90	\$ 32.46	\$ 34	.11 \$	35.84	\$ 37.64	\$	39.53 \$	40.52	\$ 41.5	4 \$	42.60
		\$	5,356	\$ 5,626	\$5,	912 \$	6,212	\$ 6,524	\$	6,852 \$	7,023	\$ 7,20	0\$	7,384
		\$	64,272	\$ 67,512	\$ 70,	944 \$	74,544	\$ 78,288	\$	82,224 \$	84,276	\$ 86,40	0\$	88,608
42		\$	31.67	•	•	.01 \$	36.71	•	•	40.52 \$	41.54	•	i0 \$	43.67
	Senior Building Inspector	\$	5,489			068 \$	6,363			7,023 \$	7,200		4 \$	7,569
		\$	65,868	\$ 69,240	\$72,	816 \$	76,356	\$ 80,268	\$	84,276 \$	86,400	\$ 88,60	8\$	90,828
43		\$	32.46		•	.84 \$	37.64	•		41.54 \$	42.60	•	57 \$	44.74
		\$	5,626	. ,		212 \$	6,524	. ,	•	7,200 \$	7,384		9\$	7,755
		\$	67,512		\$74,	544 \$	78,288	\$ 82,224	\$	86,400 \$	88,608	\$ 90,82	8\$	93,060
44	Senior Development Engineer	\$	33.29	\$ 35.01	\$ 36	.71 \$	38.59	\$ 40.52	\$	42.60 \$	43.67	\$ 44.7	4\$	45.89
		\$	5,770	\$ 6,068	\$6,	363 \$	6,689	\$ 7,023	\$	7,384 \$	7,569	\$ 7,75	5\$	7,954
		\$	69,240	\$ 72,816	\$ 76,	356 \$	80,268	\$ 84,276	\$	88,608 \$	90,828	\$ 93,06	0\$	95,448
45		\$	34.11	\$ 35.84	\$ 37	.64 \$	39.53	\$ 41.54	\$	43.67 \$	44.74	\$ 45.8	9\$	47.02
		\$	5,912	\$ 6,212	\$6,	524 \$	6,852	\$ 7,200	\$	7,569 \$	7,755	\$ 7,95	4\$	8,150
		\$	70,944	\$ 74,544	\$ 78,	288 \$	82,224	\$ 86,400	\$	90,828 \$	93,060	\$ 95,44	8\$	97,800
46	Senior Planner	\$	35.01	\$ 36.71	\$ 38	.59 \$	40.52	\$ 42.60	\$	44.74 \$	45.89	\$ 47.0	2 \$	48.22
	Senior Project Engineer	\$	6,068	\$ 6,363	\$6,	589 \$	7,023	\$ 7,384	\$	7,755 \$	7,954	\$ 8,15	0\$	8,358
		\$	72,816	\$ 76,356	\$ 80,	268 \$	84,276	\$ 88,608	\$	93,060 \$	95,448	\$ 97,80	0 \$	100,296

# APPENDIX A

# PUBLIC WORKS EMERGENCY SHIFT CHANGE NOTIFICATION (ESC)

## (Refer to Article 12)

The City expects all Public Works employees to respond as needed in the event of an emergency such as natural disasters, local emergencies, winter weather response, or other kinds of community demands for emergency public service. Under no circumstances shall a regular full time employee end up with a short number of pay period work hours due to an ESC. When these events occur ESC may be implemented by Management and the following would apply:

## A. <u>ESC hours of work.</u>

Hours worked under an ESC may vary based on the emergency needs, however it is the intent of this MOU to establish schedule guidelines as follows:

- Regular Day Shift (regularly scheduled workweek) 7:00 a.m. to 4:30 p.m. (1/2-hour lunch). This shift does not qualify for Overtime Pay under an ESC event as identified in Section D below.
- 2) Non-Regular Day Shift (Saturday, Sunday, Holidays or regularly scheduled Friday off) 7:30 a.m. to 4:00 p.m. (1/2-hour lunch)
- 3) Swing Shift 3:30 p.m. to 12:00 a.m. (1/2-hour lunch)
- 4) Graveyard Shift -11:30 p.m. to 8 a.m. (1/2-hour lunch)
- B. <u>Signing up for ESC</u>

The ESC will be first offered to volunteers in accordance with a sign up list. If there are inadequate volunteers or if certain staff are needed for their skill and knowledge, or if the volunteers are unfairly balanced amongst the various Divisions shifts may be assigned as needed. The City will attempt to fill the list in inverse order of seniority when practical. A new list of shift assignments shall be created every year, preferable on or around July 1 and shall be in effect for the ensuing 12-month period. Employees will sign-up for desired shifts by seniority.

C. <u>Participation in ESC.</u>

All called upon Public Works employees shall participate in ESC.

D. <u>Overtime Pay under ESC.</u>

Employees who work ESC shift(s) 2, 3, and 4 identified in Section A above will be compensated at a rate of 1.5 hours of pay for every hour worked during the first 2 days of an emergency, beginning with the first Non-Regular Day Shift, Swing Shift or Graveyard Shift.

The overtime pay policy under the ESC scenario shall conform to the overtime provisions of the Federal Fair Labor Standards Act and Article 6 of the Collective Bargaining Agreement.

## E. <u>Emergency Shift Change Compensation</u>

Employees who provide emergency services pursuant to this memo shall be entitled to Emergency Shift Change Compensation in accordance with Article 12, but shall not be paid "call back" pay as provided in Article 6.3.

#### F. Notification and Cancellation of ESC.

Events that might justify implementation of an ESC are typically difficult to schedule. In an effort to provide some level of notice, the City shall publish an ESC schedule annually that identifies staff and their assigned shift. In addition, Management will make a strong effort to provide employees notice of the ESC as early in the emergency as possible. If an employee is scheduled to work an altered shift and it is cancelled without at least 8 hours of notification, the employee will be paid for that altered shift in accordance with paragraph D. When returning to their regular schedule, an employee may request not to work their next regular shift of the week or may work part of the next regular shift of the week. The Supervisor may send the employee home during their next regular shift if the Supervisor deems the employee to be a health or safety risk due to employee fatigue.

### **APPENDIX B**

#### FLEX TIME AGREEMENT FORM

Article 5 of this AFSCME collective bargaining agreement establishes flex time and a flex time agreement requirement. The City flex time agreement ("FTA") is described in this Appendix and flex time will be administered and applied based on the following guidelines which are not contractual and are established for instructional and informational purposes:

The Alternate Workweek is an exception to the General Rule. The "Alternate Workweek" enables employees whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting time, and varied workdays and days off within a workweek without overtime expense to the City, and (2) to flex time off within the same workweek as determined in accordance with Article 5 to meet operational needs under the Alternate Workweek and/or personal needs consistent with the City's requirements.

Employees who wish to work under the Alternative Workweek exception routinely and gain the ability to flex time off without need of the supervisor's approval in each instance **<u>must</u> <u>be so designated by the Department Head on a Personnel Action Form.</u>** Employees so designated will be paid at the overtime rate <u>only</u> for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a General Rule under the contract. <u>The Alternate Workweek designation shall be voluntary</u> for each employee, and shall be approved by the employee's Department Head, and must be approved case-by-case by the Human Resources Director.

The City shall utilize a FTA the terms of which, at a minimum, shall set forth the following:

### AFSCME FLEX TIME AGREEMENT

This Flex Time Agreement ("FTA") is voluntary. If an employee chooses to work subject to a FTA this Agreement must be submitted to and approved by the Human Resources Director. Upon approval the Agreement will be placed in the employee's HR file and documented by PAF. The PAF shall control the validity and applicability of any FTA. No FTA shall become effective until the City's acceptance reflected by PAF.

This FTA enables an employee whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting times, and varied workdays and days off within a workweek without overtime expense to the City, (2) to flex time off within the same workweek, and (3) to meet operational and personal needs without administrative process. Employees who wish to work under a FTA in order to routinely gain the ability to flex time off without need of supervisor's approval in each instance may sign this form of agreement. Under Articles 5 and 6 of the AFSCME agreement a bargaining unit employee has the right to daily overtime. However, by signing this FTA the employee understands that the right to

such overtime compensation is waived to the extent that flex time applies. If an employee signs this Agreement, the employee will be paid at the overtime rate only for hours worked in excess of forty (40) hours in the workweek, and not for daily overtime otherwise provided for as a General Rule under the contract.

By signing below, I understand the terms of this FTA. I understand if I wish to revoke this Agreement, I must do so in writing. A revocation will take effect the first day of the month following written notice of at least seven (7) calendar days, provided however that if the essential functions of my position require that I work subject to a FTA and this requirement is stated in the position description, then I will not have the option to revoke a FTA made at the time I accept employment, transfer, bumping, recall, or promotion.

Department Head Signature	Printed Name	Date
Human Resources Signature	Printed Name	Date
Employee Signature	Printed Name	Date