

AGREEMENT

Between

THE
CITY OF ROCKAWAY BEACH

and

CITY OF ROCKAWAY BEACH EMPLOYEES
LOCAL 2734-1, AFSCME COUNCIL NO. 75
AFL-CIO

July 1, 2017 to June 30, 2021

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PREAMBLE

This Agreement is entered into by the City of Rockaway Beach, herein after referred to as the "City" and City of Rockaway Beach Employees, Local 2734-1 affiliated with American Federation of State, County and Municipal Employees, Council 75, AFL-CIO, hereinafter referred to as the "Union."

This document represents the full agreement between the City and the Union. The purpose of the Agreement is to set forth those matters pertaining to wages, hours and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1. The City recognizes the Union as the sole and exclusive bargaining agent for all Employees of the City, excluding supervisory, confidential and managerial Employees as defined by ORS 243.650 (6), (16), and (23), part-time Employees who work less than 20 hours per week and temporary Employees who work less than 520 hours in any 12 consecutive months.

1.2. The parties agree that this Agreement covers both strikable and non-strikable Employees, and it is agreed that such combination shall not be construed to give strikable Employees the right to interest arbitration.

1.3. Should the City establish a new position or change the duties of an existing position where such position should belong in the bargaining unit, the City shall notify the Union of the new position or reclassified position, including providing to the Union a copy of the position and proposed pay rate. In the event the Union does not agree with the pay rate and so notifies the City, the parties shall within ten (10) working days enter into negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions and authority to manage the affairs of the City or any part of the City. The rights of Employees in the bargaining unit and the Union include those specifically set forth in this Agreement.

Without limitation, but by way of illustration, the functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect Employees in the bargaining unit.

- B. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities.
- C. To determine the need for a reduction or increase in the workforce.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, and standards of conduct, equipment, uniforms, methods and procedures.
- E. To assign and distribute work.
- F. To assign shifts, work days, hours of work and work locations.
- G. To introduce new duties and to revise job classifications and duties within the unit.
- H. To determine the qualifications of new employees.
- I. To discipline an employee for just cause.
- J. To determine the need for additional educational courses, training programs, on-the-job training, cross-training.
- K. To determine the need for overtime and classifications to work such overtime.

The exercise of the management function or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 3 - EMPLOYMENT RIGHTS

3.1. It is recognized that Employees have the right to form, join and participate in the activities of Employee Organizations of their own choosing for the purpose of representation on matters of Employee relations. Employees covered by this Agreement also shall have the right to refuse to join the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights.

3.2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to race, religion, color, sex (including pregnancy, childbirth, and related medical conditions), national origin, marital status, sexual preference, family relationship, age or physical or mental disability or any other basis prohibited by local, state or federal law (except when there are bona fide occupational qualifications).

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

4.1. It is recognized that continuous and uninterrupted service by the City and its Employees to the citizens, and orderly collective bargaining relations between the City and its Employees begin essential consideration of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit down or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

4.2. In the event of a violation of this Article by the Union and/or the employees, the Employer may, in addition to other remedies, discipline such Employees up to and including discharge.

4.3. There will be no lock out of Employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - UNION SECURITY

5.1. Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. Employees, who, thirty days after the employee's date of hire is not a member of the Union and chooses to remain a non-member of the Union shall make payments in lieu of dues to the Union. Such payments shall be in an amount determined by the Union in accordance with constitutional and statutory requirements.

5.2. The City agrees to deduct from the paycheck of each employee Union dues or "fair share." The City shall not be held liable for checkoff errors, but shall make proper adjustments with the employee and the Union for errors as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold harmless the City from any action arising under this article. The amount deducted shall be transmitted monthly to the Union. Transmittal to include employees name, social security number, mailing address and amount deducted.

5.3. An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payments of dues to it, shall pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed upon by the Employee affected and the Union. The Employee shall furnish written proof to the employer that payment has been made.

5.4. The City agrees to furnish a bulletin board at each regular work location in a convenient place to be used and maintained by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall periodically clear the board

of outdated material and shall restrict posting to matters of Union business, which are a non-political non-inflammatory nature.

5.5. The City shall notify the Union of all new hires within the bargaining unit within two (2) weeks of their having been employed, furnishing the Union with the new Employee's name, social security number, mailing address and position for which they were hired.

5.6 Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining Agreement. Maintenance of membership shall be a condition of employment. This section shall not apply during the 30-day period prior to expiration of this Agreement for those Employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.

ARTICLE 6 - UNION BUSINESS

6.1. Union Representatives shall be allowed access to Employee work locations for the purpose of processing grievances or for contacting Members of the Union. Such representatives shall make their presence known to the supervisor. Access shall be restricted so as to not interfere with the normal operations of the Department. Shop Stewards shall be allowed to perform Union business on City time with the consent of their supervisor or designee and it does not interfere with the operation of the Department. Union meetings may be held at City facilities, but shall not be held during work hours. Police officers may attend union meetings during their work hours, providing they respond to calls for service if called. See also Articles 21, 22 and 24.

6.2. Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City.

6.3. Union Orientation. The Employer must provide the Union up to thirty (30) minutes to make a presentation on the initial day of orientation in a private space. The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and collection of membership applications.

ARTICLE 7 - HOURS OF WORK

7.1. Work week for full-time Employees shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off. This section does not apply to on-call employees. City Hall Employees and Public Works Employees work week shall be Monday through Friday except the full-time weekend Utility Worker who works weekends.

7.2. Employee supervisors can call Employees in for time other than their regular work week, but all such time shall be compensated as overtime.

7.3. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Supervisor. The City shall notify all affected Employees of any proposed change in starting and quitting time(s) at least five (5) days prior to the effective date of the change; Police Officers at least forty eight (48) hours prior to a change in scheduled starting and quitting time.

7.4. Subject to advance mutual agreement between an Employee and the City, minimum notice to change scheduled starting and quitting times may be waived.

7.5. Hours of work includes all paid leaves, such as vacation leave, sick leave, and holidays.

7.6. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which shall not be considered on-duty working time. The meal period shall be scheduled as nearly as possible to the midpoint of the Employee's shift.

Only those Employees who work more than five (5) consecutive hours in a day are entitled to a meal period.

Police Officers shall be provided a paid meal period, but not a paid meal, as nearly as possible at the mid-point of their shift.

7.6.1 Public Works & City Hall Employees: In accordance with OAR 839-020-0050, if an Employee is called back to work from their meal period break, then the City shall compensate the Employee and treat the Employee's entire meal period as time worked.

7.7. All Employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift which shall be scheduled as near the middle of each one-half (1/2) shift as is feasible and such time shall be considered on-duty working time.

Employees who for any reason are scheduled to work more than two (2) hours beyond their regular shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. Such Employee shall receive a fifteen (15) minute rest period every two (2) hours thereafter, and a paid thirty (30) minute lunch period if the scheduled work period is longer than four (4) hours.

7.8. When any Employee reports for and/or starts to work their scheduled shift and is excused from duty for illness or other personal requirements before completing their scheduled shift, he/she shall be paid for their time worked up to the time of departure; any

absence shall be charged to sick leave, compensatory time taken or vacation leave, as applicable. If the Employee is directed by his/her supervisor to leave the work place prior to the end of the shift, Employee shall be paid for their scheduled shift.

7.9. Any Employee called to work, outside of their regularly scheduled shift, shall be paid for a minimum of two (2) hours of their appropriate overtime rate. Any Employee called in during any paid leave time shall be paid double time; such work time shall not be charged to said leave time.

7.10. On call is defined as any time the City requires an Employee to be available on off duty time to be available for work.

The City shall provide one cell phone per department where Employees are required to be on call. If an Employee uses their personal cell phone for City business and they exceed their plan limits for minutes or data in a particular month, then the City shall compensate the employee with one on-call shift as defined below.

Employees, including Police Officers, required to be on call for less than 6 hours per day ("on-call") shall receive \$21 per day. Employees required to be on call for more than 6 hours per day ("stand-by") shall receive \$42 per day.

7.11. Weekend Work for Public Works Employees: When a Public Works Employee works a weekend shift, defined as a Saturday or Sunday, then he or she will be compensated an additional \$25 per weekend shift.

ARTICLE 8 - OVERTIME

8.1. Employees required to work in excess of eight (8) hours or ten (10) hours (where the City has implemented a 4/10 schedule) in any twenty-four hour period, shall receive overtime at the rate of time and one-half an Employee's regular rate of pay.

8.2. Employees required to work in excess of 40 hours in any seven (7) day period shall receive overtime at the rate of time and one-half an employee's regular rate of pay.

8.3. Overtime shall be computed to the nearest one-quarter (1/4) hour.

8.4. The current policy of the City of Rockaway Beach is to pay Employees for all overtime worked. However, each Employee, at the Employee's request, may accrue up to a maximum of 40 hours of compensatory time in lieu of cash payment. Compensatory time off must be scheduled with the approval of the Supervisor and may be taken in full days or shorter increments of time if approved by an Employee's Supervisor. Employees must have a positive sick leave balance to be eligible to accrue compensatory time.

Employees who terminate for any reason shall be compensated for all unused compensatory time.

ARTICLE 9 - HOLIDAYS

9.1. All Employees, with the exception of Police Officers, shall be entitled to the Holidays listed below with pay. Full-time Employees shall receive regular compensation; part-time Employees shall be compensated in proportion to the number of hours they are normally scheduled to work.

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25 th

9.2. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the previous Friday. On holidays, the City will staff Public Works with a minimum number of staff for safety and health. Non-Police Department Employees who are required to work on a Holiday shall receive time and one-half (1 1/2) for all hours worked plus their regular pay.

For Police Officers, they shall accrue ten (10) holiday hours on the first day of each month with no 'set' holidays for the year. The Police Officer is expected to use the ten hours in the month it is accrued, based on mutual agreement of the day off between the Employee and the Chief of Police. Every effort shall be made by the Police Officer and the Chief of Police to reach an agreement. In the absence of an agreement, the holiday may be assigned to the Police Officer by the Chief of Police or the Chief of Police may authorize accrual. Police Officers will not be allowed to build an accrual of more than twenty (20) hours without written approval by the Chief of Police. The holiday time used by the Police Officer shall be compensated at that Employee's regular rate of pay.

9.3. Employees must be in a paid employment status on both the work day preceding and the work day following the holiday in order to be compensated for the holiday.

9.4. Holidays which occur during an Employee's vacation or sick leave shall not be charged against such leave. Holidays occurring during leave without pay shall not be compensated.

9.5. Each Employee shall be credited two (2) and three (3) for Public Works Floating Holidays on January 1st of each year. All unused Floating Holiday time expires on December 31st of each year. Employees hired during the calendar year shall have their Floating Holidays prorated to the nearest hour. Employees may take their Floating Holidays with prior approval of their Supervisor.

Police Officers will be paid only the amount of holiday accrued that does not exceed any written approval by the Chief of Police.

Upon termination, an Employee will be paid for any unused Floating Holiday for that calendar year. Employees who are terminated during their initial probationary period shall not be entitled to payment for any unused Floating Holiday time.

Employees may use Floating Holiday time in increments of four (4) hours or less if approved by the Employee's Supervisor.

No Floating Holidays shall be taken during the first six (6) months after date of hire.

ARTICLE 10 - VACATION LEAVE

10.1. Vacation leave with pay shall accrue at the rates shown below for full-time Employees. New Employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment.

Vacation shall be acquired as follows:

<u>Yrs of Service</u>	<u>Hours Accumulated Per Month</u>	<u>Days Per Year</u>	<u>Max Hours Accumulated</u>
0-2	6.67	10	120
3-5	8.00	12	144
6-10	10.00	15	180
11- 14	12.00	18	216
15 - 20	14.67	22	250
20 +	16.67	25	250

Regular part-time Employees who work 20 or more hours per week will earn vacation leave on a pro-rata basis.

10.2. Accrued leave shall be credited to an Employee's leave account on the first day of the month for each preceding month worked. An Employee hired between the first and the fifteenth day of a month shall be considered to have been hired on the first day of the month. Employees hired between the sixteenth and the last day of a month shall be considered to have been hired on the first day of the next month. Employees having unpaid leave during a calendar month shall accrue vacation on a pro-rata basis for days

worked during the month.

10.3. An Employee who terminates employment prior to completion of six months of employment, shall not be entitled to cash compensation for accrued vacation leave. Those Employees who have attained six months of employment and then separate from the City shall be entitled to pay for accrued vacation leave balance, including pro-rata accruals. In the case of death of the Employee, compensation for accrual vacation leave shall be paid in the same manner that salary due the decedent is paid.

10.4. Vacation leave can be taken in increments of four (4) hours, or less if approved by the Employee's Supervisor.

10.5. Vacation hours may accumulate to a maximum of the number of hours per the schedule in 10.1, but Employees are encouraged to utilize accrued vacation time within one (1) year.

If, due to the operational requirements of the City, the Employee is unable to utilize vacation leave time in excess of the maximum accumulated vacation leave allowed, the City shall compensate the Employee in cash for all excess vacation hours.

10.6. All vacations and floating holidays will be scheduled subject to the operational needs of the City. Between January 1 and 31 of each year, the City shall circulate within each department and in order of seniority, with the most senior Employee afforded the first selection, a vacation sign-up roster for the calendar year plus the following January. Each Employee shall be allowed to select one (1) continuous vacation period from the portion of the year in which vacation is available. Each person shall have two (2) working days to make their selection. All additional vacation will be scheduled with the first request received having priority basis. Employees who make a vacation selection during the January sign-up period shall have such period considered approved unless notified otherwise by the City prior to February 15.

All administrative Employees who perform any direct financial actions or tasks shall annually take at least one period of vacation leave of five (5) consecutive week days duration; or take any combination of leave equaling five consecutive week days away from their jobs. The five consecutive days shall not include weekends, but may include holidays.

Subject to the operational requirements of the City, Police Officers normally shall not be eligible to utilize vacation Memorial Day weekend through Labor Day weekend, unless authorized by their supervisor.

Employees requesting vacation time outside the January 1 to 31 sign-up period shall make a written request in person to their supervisor. Supervisors must respond within five

(5) working days to a request of more than two (2) consecutive days and respond within two (2) working days to a request of two (2) days or less. If an Employee does not get a response, then the vacation request will be allowed. Supervisor response time does not include time when the Supervisor is not available.

All requests for additional vacation time shall be submitted in writing and in person to the Supervisor.

ARTICLE 11 - SICK LEAVE

11.1. Accrual of sick leave. Sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service and shall be credited to the Employee's leave account the first of the month following accrual. Employees having unpaid leave during a calendar month shall accrue sick leave in the same manner as vacation leave, which means on a pro-rata basis, since benefits shall not accrue during the actual time on unpaid leave.

New Employees serving their probationary employment period in full-time positions are eligible to accrue sick leave.

Part-time Employees shall accrue sick leave on a pro-rata basis.

11.2. Use of Sick Leave. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of other Employees or members of the public necessarily dealt with would be endangered by the attendance of the Employee or by serious illness of their immediate families/household which requires the presence of the Employee.

Immediate family/household defined as including spouse, child, parents, grandparents, grandchild, in-laws or any other member of an Employee's household.

11.3. Sickness during paid vacation leave. An Employee who becomes ill during a period of approved vacation leave may not use sick leave in lieu of vacation leave. If the illness extends beyond the vacation leave period, only the time subsequent to the end of vacation leave will be charged to sick leave.

11.4. Sick leave credit following recall from layoff or return from leave without pay. An Employee who is reappointed following a layoff, or the expiration of an approved leave without pay, shall have sick leave credits restored that were accrued during the previous employment.

Compensation of accrued, unused sick leave at termination. No compensation or accrued unused sick leave shall be allowed for any Employee when separated from employment. However, upon retirement under the Public Employee's Retirement

System, an Employee's accumulated sick leave will be credited to the Public Employee's Sick leave shall be charged on an hour-per-hour basis for each hour utilized. Any Employee who exceeds their accumulated sick leave shall be eligible to charge their accumulated compensatory time or vacation time.

11.5. Employees must keep their supervisor informed as to their status to qualify for sick leave. The City may request a doctor's release to return to work if the City can reasonably articulate its need for the release. Employees falsifying their claim for sick leave may be liable for disciplinary action by the City. The City may require acknowledgment from the employee's doctor with regards to time off due to illness or injury when such absence exceeds three (3) working days.

11.6. Employee eligible for Family Medical Leave per ORS 659.50 - 659.570 shall be eligible to utilize sick leave, vacation or compensatory time.

11.7. Sick Leave Donation. Employees may donate accrued sick leave to a fellow AFSCME member provided that the donating employee retains at least 75 hours of sick leave after the donation. Employees may donate sick leave time only once per year. Employees requesting donations of sick leave must have already exhausted their own sick leave and all other available categories of time available to them.

ARTICLE 12 - BEREAVEMENT LEAVE

When a member of an Employee's or Employee's spouse's immediate family (defined as spouse, children, step-children, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren) or other member living in the Employee's household dies, up to five (5) consecutive days bereavement leave with pay shall be granted to an Employee by the City for the period of time the Employee is unable to perform his/her duties.

ARTICLE 13 - LEAVES OF ABSENCE

13.1. Leaves of Absence with pay.

A. Witness or Jury Duty. If an Employee is called for jury duty or is subpoenaed as a witness, the Employee shall suffer no loss in regular compensation for such absence. However, they shall be required to remit to the City any compensation received for such duties, excluding compensation received for mileage and lodging.

B. Military Leave. An employee with six months of continuous City service who is a member of the National Guard or a reserve component of the armed forces, shall be entitled to a leave for a period not to exceed fifteen (15) calendar days in any one calendar year. Military leave shall be granted upon written application accompanied by a copy of bona fide orders to temporary active or training duty.

C. Fire Calls. City Employees who are City of Rockaway Beach Volunteer Fire Department personnel may respond to fire calls during regular work hours and time spent on the call will be logged as leave with pay on time cards.

13.2. Leaves of Absence Without Pay. In instances where the work shall not be impaired by the temporary absence of an employee, the City Manager may grant a leave of absence without pay after leave benefits are exhausted. The request shall be in writing to the City Manager. Leave without pay (LWOP) may only be granted if all compensatory time, vacation leave time, and unused holiday time has been used. Sick leave shall not be used for non-applicable purposes.

A. Court Leave. Leave without pay shall be granted for attendance in court in connection with an Employee's personal affairs, such leaves shall be in writing and shall be granted by the Employee's supervisor.

B. Parental Leave. Upon request, an Employee shall be granted a leave of absence for up to 12 weeks to care for a new baby or adoption of a child six years or younger. Such leave shall include one (1) week prior to the anticipated date of the birth of a child. During parental leave, the Employee shall be entitled to use any combination of sick leave, vacation leave, comp time, and leave without pay.

Upon request, the City will grant medical leave of absence beyond 12 weeks due to disability/illness or the child requiring the Employee's attendance of the child up to a maximum of six months with acceptable medical verification. Such additional leave shall normally be leave without pay unless the Employee has sick leave, vacation leave, and compensatory time available.

ARTICLE 14 - WAGES

14.1. Effective July 1, 2017, all steps in Appendix "A", the attached salary schedule, shall be increased by a percentage amount of 3%.

Effective July 1, 2018, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2016 to the second half of 2017 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).

Effective July 1, 2019, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2017 to the second half of 2018 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).

Effective July 1, 2020, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2018 to the second half of 2019 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).

14.2. Whenever an Employee is permanently appointed in writing to a higher paying position, they shall receive the nearest step which represents at a minimum a 3% increase in their base salary.

14.3. Employees temporarily assigned by their Supervisor the duties and responsibilities of a higher paying position for a day or more shall receive no less than an additional five percent (5%) increase of their base salary for the total time of such assignment.

14.4. Employees will normally enter the salary schedule at step one and thereafter move to the next higher step upon completion of twelve (12) months of satisfactory service as reflected in the employee's anniversary date evaluation, no increase in salary may be given for unsatisfactory performance. The City may enter Employees at any step of the salary schedule or advance more than one step. In no event shall an Employee be denied a step increase on their anniversary date if the City has failed to complete an Employee's annual evaluation.

Anniversary date for purposes of calculating step adjustments shall be the first day of the month hired (the day the Employee first renders paid service), if hired between the 1st and the 15th day of the month inclusive or the first day of the next month if hired on the 16th day or later in a month.

Employees whose anniversary evaluation is unsatisfactory shall be reevaluated in 90 days, in which case their step increase would not be effective until the satisfactory completion of the 90 day evaluation period. If the second evaluation is unsatisfactory, the City has no obligation to reevaluate that Employee until the Employee's next anniversary date.

If an Employee feels an overall unsatisfactory evaluation is arbitrary and capricious, they may appeal the evaluation to the City Liaison for their department. If not satisfied, then the Employee may appeal to the City Council in executive session, but not to binding arbitration.

14.5. Paydays and Draws. Payday shall be the last working day of the month for all work through the end of that month, except for overtime, which is through the 25th of the month. Overtime earned after the 25th of the month would be reflected on the next month's paycheck. A draw on earned salary may be drawn on the 15th day of the month equal up to one-half of the earned base salary. If the 15th falls on Saturday, the draw may be taken on Friday; if the 15th falls on Sunday, the draw may be taken on Monday.

14.6. Longevity Pay. Longevity pay will be a two (2) Tier scale. Employees hired before July 1, 2004 will fall into Tier 1. Employees hired on or after July 1st 2004, will fall into Tier 2 for longevity pay. The longevity pay plan shall be based on a percentage of the yearly gross salary for the base step of that salary classification in accordance with the following tier schedules:

Tier 1 Longevity:

1. 1 ½ % after completing 5 through 10 years.
2. 2 ½ % after completing 11 through 15 years.
3. 3 ½ % after completing 16 through 20 years.
4. 5 % after completing 21 years.

Tier 2 Longevity:

1. 1 ½ % after completing 5 through 10 years.
2. 2 ½ % after completing 11 through 15 years.
3. 3 % after completing 16 years.

For the purpose of computation of the longevity pay, the commencing date of employment shall be January 1 of the year closest to the date which employment became effective. The longevity pay shall be paid on the last payroll period before Christmas of the year eligible. No payments can be applied for if the employment terminates prior to serving at least the minimum number of years necessary for the initial payment.

a. Certification Pay (Police). Police Officers who possess an intermediate DPSST certification shall receive an additional 2% added to their base pay. Police Officers who possess an advance DPSST certification shall receive an additional 3% added to their base pay. An Officer will get 5% if both certificates are obtained.

ARTICLE 15 - HEALTH AND WELFARE

15.1. Medical Insurance. The City will provide coverage for employees and their dependents the LOC Plan V-E PPP plan in effect through December 31, 2017. The cost share for premiums will be 90% paid by the City and 10% paid by Employees through December 31, 2017. Effective January 1, 2018 and for the remaining term of this Agreement the City will provide to employees and their dependents the LOC Co-Pay Plan A/Rx 4 with Alternative Care in effect during the 2018-2021 plan years. A cost share to the employees will be withheld from the employee's monthly payroll as follows:

City will pay 98% of the premium; Employees will pay 2% of the premium.

Part-time employees enrolled in the City's health insurance working over 20 hours per week shall receive a contribution towards the cost of benefits on a pro-rata basis based upon the relationship their work week bears to that of a full-time employee.

15.2. Dental Insurance. For the term of this agreement the City will provide to employees and their dependents the LOC Dental Plan II, with ortho option, in effect during the 2018-2021 plan years. A cost share to the Employees will be withheld from the Employee's monthly payroll as follows:

Effective through December 31, 2017 the City will pay 90% of the premium and Employees will pay 10% of the premium.

Effective January 1, 2018 and for the remainder of this Agreement the City will pay 98% of the premium and Employees will pay 2% of the premium.

Part-time Employees enrolled in the City's dental insurance working over 20 hours per week shall receive a contribution towards the cost of benefits on a pro-rata basis based upon the relationship their work week bears to that of a full-time Employee, Vision Insurance. For the term of this agreement, the City will provide LOC-Copay Plan A, the VSP 12/12/24 plan family vision plan coverage (or equivalent) in effect during the 2018-2021 plan years. A cost share to the Employees will be withheld from the Employee's monthly payroll as follows:

Effective through December 31, 2017 the City will pay 90% of the premium and Employees will pay 10% of the premium.

Effective January 1, 2018 and for the remainder of this Agreement the City will pay 98% of the premium and Employees will pay 2% of the premium.

Part-time Employees enrolled in the City's vision insurance working over 20 hours per week shall receive a contribution towards the cost of benefits on a pro-rata basis based upon the relationship their work week bears to that of a full-time Employee.,

15.3. The City shall to establish a Section 125 plan with the Internal Revenue Service to allow Employee's contribution for insurance to be paid as pre-tax dollars.

15.4. Effective January 1, 2018 the City will establish a Health Reimbursement Arrangement (HRA/VEBA) account for each employee enrolled in the City's health insurance plan. The City will fund all each employee's account as follows:

For employees enrolled in employee only coverage, the City will contribute twenty one dollars (\$21.00) per month. For employees enrolled in all other tier coverage, employee and dependent coverage, the City will contribute sixty two dollars and fifty cents (\$62.50) per month. 15.5. If approved by City County Insurance Services, a maximum of 25% of the employees may choose to not participate in the health, dental or vision insurance plan included in this Agreement. If the Employee makes this selection, the City will deposit 50% of the City's cost of the insurance into the City's deferred compensation plan in an account in the Employee's name. 15.6 Life Insurance. The City shall continue to provide full-time Employees with \$20,000 AD&D life insurance.

15.7 Salary Continuation Insurance. The City shall continue to provide salary continuation insurance.

15.8 Coverage during Leave of Absence.

A. Employees on leaves of absences with pay may have their medical, dental and optical plans continued as though leave had not occurred. The City may continue paying the monthly premiums as described herein.

B. An Employee on leave of absence without pay may, upon the recommendation of the department head, and approval of the City Council, continue the insurance coverage, provided that the entire monthly premium is paid by the Employee.

C. Employees who terminate their employment with the City shall be allowed to continue health insurance coverage under the City group insurance plan (for a period of 18 months), subject to the eligibility requirements set out in Oregon and federal law. The monthly premium for continuation of insurance shall be paid by the Employee, plus any administrative fee that may be imposed by the City. The City shall comply with the requirements of COBRA.

ARTICLE 16 - WORKERS' COMPENSATION

When an injury occurs in the course of employment, the City's obligation to pay sick leave, vacation leave, and compensatory leave is limited to the differences between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. In such instances, pro-rated charges may be made against paid leave.

During the period of disability, the City will continue to contribute toward the cost of health and welfare insurance, including accrual of seniority, and vacation/sick leave as if the employee were working.

In the event of an industrial accident, the City will allow a non-paid leave for a period of the disability as described above, if necessary.

ARTICLE 17 - RETIREMENT

The City shall provide a retirement plan for the employees through the Public Employees Retirement System (PERS).

The Employee shall pay ("pick up") the Employee's retirement contribution of six percent (6%) by payroll deduction.

Upon an Employee's retirement from the City, fifty percent (50%) of an Employee's accumulated sick leave shall be credited towards the Employee's retirement benefits under the provisions of the Public Employees Retirement System at the amount that is in effect at the time of the Employee's retirement.

ARTICLE 18 - UNIFORMS, PROTECTIVE CLOTHING

18.1. All personnel whose assignment requires the wearing of uniforms or protective clothing will be provided with suitable apparel by the City.

18.2. Uniforms and protective clothing shall remain the property of the City and shall be returned to the City upon termination of employment.

18.3. The City shall provide each Police Officer yearly (Fiscal Year) a \$500 budget for the purchase of uniforms, boots, and other necessary equipment items per current practice and upon supervisor approval. New Employees upon hire shall be provided a first issue of uniforms and boots per current practice.

The City shall continue to provide Police Officers' equipment per current practice.

The City shall provide each Police Officer with a monthly amount of \$20.00 (twenty dollars) for the purpose of cleaning uniforms.

18.4. The City shall provide each Public Works employee OSHA-approved work boots up to a maximum cost of \$250. Work boots will be ordered by the City, remain property of the City and shall remain at the City Public Works office. Public Works employees shall be provided rain gear, gloves, rubber boots, 3 coveralls and other protective gear as required

by the City or OSHA safety standards, and to be maintained and cleaned by the City. Above provided apparel shall be replaced by the City as it becomes unsuitable to wear.

ARTICLE 19 – PROBATIONARY PERIOD

19.1. All original and reemployment employees shall serve a probationary period of twelve (12) months. A probationary employee shall receive regular status upon completion of twelve (12) month probationary period. The probationary period shall be deemed a part of the examining process for determining the qualification of the Employee for regular employee status. During the probationary period, an Employee may be discharged at the sole discretion of the City without recourse to the grievance procedure.

In the event the City re-employs a person who had been employed full-time by the City within the previous three (3) years, the probationary period shall be six (6) months.

19.2. Police Officers shall have their probationary period automatically extended to eighteen (18) months if they have not attained DPSST certification within their first twelve (12) months of employment.

In cases where the probationary period is extended to eighteen (18) months the Officer

shall not receive a step increase until the month following successful completion of probation. The step increase shall be effective in the month probation is completed if probation was completed between the 1st and 15th day of the month inclusive or the 1st day of the next month if probation was completed on the 16th day or later in the month. The City shall then provide an annual evaluation on the Employee's second (2nd) anniversary date and the Employee will be granted an additional step if the evaluation is satisfactory. Annual evaluations and step increases will then be set to the Officer's anniversary date of hire.

19.3 A newly promoted or transferred Employee will be subject to a probationary period of three (3) months in the new classification. During a promotional or transferring probationary period, an Employee will continue to accrue seniority, and shall be protected in discipline and discharge procedures on the same basis as other regular Employees. However, during such a promotional or transferring probationary period Employee may be returned to his/her previous classification at the sole discretion of the City. Written notice to the Employee of reasons for the action shall be provided. Employee shall have the right to return to their previous classification during the probationary period at their request.

ARTICLE 20 - SENIORITY

20.1. For the purpose of this Agreement, seniority shall be defined as an Employee's length of continuous service as an Employee with the City from their last date of hire less any adjustments due to leaves of absence without pay for more than sixty (60) days.

20.2. If an Employee has a break in service due to layoffs and is recalled, the Employee shall suffer no break in service for seniority purposes nor shall an Employee who is off on workers' compensation and returns to employment with the City.

20.3. Layoff. Bargaining unit Employees shall not be laid off if the City is using temporary Employees or volunteers to do their work. Temporary Employees or volunteers will not be utilized to do the work of bargaining unit Employees on the layoff list.

20.4. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee's performance. An Employee and the Union shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the reasons for the layoff, and options the Employee has. The Employee shall have five (5) working days from the receipt of the layoff letter to notify the City of the Employee's option.

Employees shall have the following options:

1.) Accept the layoff.

2.) Request assignment to a vacant position within the City for which they possess the necessary qualifications.

3.) Employees to be laid off shall be entitled to displace the least senior employee in the same or lower classification/salary range provided they meet the minimum qualifications and are qualified to perform the duties of the position.

The ability of an Employee to displace shall depend on that Employee's current possession of required certifications, experience, knowledge, skill and ability to perform the job at an acceptable level of performance with on-the-job orientation. Employees may submit documentation of certifications, work experience and other factors that will be considered by the City in determining the employee's ability and qualifications. The information must be provided no later than five (5) days following receipt of the notice of layoff.

Displaced Employees shall be allowed to select options (1) through (3) above.

20.5. Employees who displace an Employee in a lower pay scale shall be paid the salary closest to their current salary on the pay scale of the displaced employee. (For example: Employee A makes \$10.00 per hours and displaces Employee Bat \$8.00 per hour. The nearest step on Employee B's pay scale is \$9.50 at Step 4. This would be Employee A's new salary).

20.6. Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot. When an Employee transfers to a different Department, Department seniority, not City seniority would be applicable when considering layoffs.

20.7. Recall. Employees who are laid off shall be placed on a layoff list by classification from which the employee is laid off. Employees shall be recalled to available vacancies from which they were laid off in seniority order beginning with the Employee with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other Employees on a layoff list provided the Employee is qualified to perform those duties.

If an Employee is offered a position from the layoff list, the Employee shall have the right of refusal.

An Employee's name shall remain on the layoff list for eighteen (18) months.

20.8. Transfer. A change of an Employee from one position to another in the same class or to a position in a comparable class within the City service.

1. Requests from Employees for transfers from one Department to another shall be made in writing and shall be directed to the Employee's present Department Head and referred to the appropriate Department Head and the City Council.

2, Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no Employee shall be transferred to a position for which they do not possess the minimum qualifications. No requests for transfer under this section will be denied for arbitrary or capricious reasons.

20.9. When the City makes personnel assignments for the following: holiday work, promotions, shifts, layoffs or vacancies, seniority, ability, experience, certifications, most recent performance evaluation and classification specific qualifications will be the criteria considered. When management determines that ability and qualifications are equal to perform the job, seniority will be the determining factor in making the above assignments.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

It is the policy of the City that Employee discipline be corrective, progressive and Employees are expected to conduct themselves in accordance with reasonable standards of conduct and to fulfill their responsibilities as Employees of the City as may be set by City Council by way of Ordinance or Policy.

A. Corrective. Disciplinary action shall be corrective in the sense that the employee understands about the causes and/or reasons for an Employee's deficiencies, corrects those deficiencies, and attempts to restore himself/herself to a productive and positive employment status.

B. Progressive. Disciplinary action will normally begin with an oral reprimand or warning and, when circumstances warrant, proceed to written reprimand, suspension from work without pay or demotion in status and/or pay, and finally, to discharge from employment with the City.

A severe incident of misconduct may require severe disciplinary measures such as suspensions or discharge and in that instance need not be preceded by lesser forms of disciplinary action.

C. Lawful. Disciplinary action and the procedures by which this action is administered shall not violate the Employee's civil rights. Minimally, when disciplinary action involves suspension without pay, demotion or discharge of a full-time, part-time, temporary or regular Employee, the Employee shall:

1. Be notified of the charges against him/her in writing, citing the specific policy or performance violation.

2. Be informed of the sanctions being considered by the Employer and when such sanctions will take effect (i.e., suspension, demotion, etc.)

3. Be provided at least an informal opportunity to refute the charges either orally or in writing before the Department Head having the authority to

make the final decision.

D. Investigation. When it is deemed necessary to immediately relieve an Employee of his or her job responsibilities pending an investigation of facts prior to reaching a final decision, the Employee shall be placed on suspension with pay and informed in writing of the reason(s) for suspension, and any other potential action to be taken, pending completion and outcome of the investigation.

E. Representation. The Employee shall be allowed to have a Steward and/or Union Representative present at any disciplinary proceeding.

F. Disciplinary Hearings. In a disciplinary hearing, the City has the right to require an Employee to answer questions. The City agrees that the answer to questions in disciplinary hearings or pre-disciplinary hearings will not be used against the Employee in criminal proceedings.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. Informal Conference. The Employee or group of Employees, with or without the union, shall discuss the grievance on an informal basis with their immediate Supervisor within ten (10) working days from the date the Employee knows or should have known of the alleged violation. The Supervisor shall give his/her oral reply within ten (10) working days of the date of the presentation of the grievance.

Step 2. Formal Conference. If the grievance is not resolved at Step 1, the grievance may be reduced to writing and submitted to the Employee(s) supervisor within ten (10) working days of the Supervisor's oral reply. The written grievance shall be deemed complete when it contains the following information:

- A. A statement of the grievance and the relevant facts to support it;
- B. Contract sections violated; and
- C. Remedy desired.

The supervisor shall respond to the Employee(s), giving a decision in writing within ten (10) working days after receipt of the grievance.

Step 3. City Manager. If the grievance remains unresolved at Step 2, the completed grievance shall be presented to the City Manager within ten (10) working days of receipt of the Supervisor's written decision along with all memoranda and materials relied upon in support of and against the grievant's issue and received at Step 2. The City Manager shall

have ten (10) working days in which to respond to the grievance in writing. New evidence not available at Step 2 should be presented to and considered by the City Manager. Each side shall submit a written argument with specific facts supporting that side's viewpoint and requested remedy.

Step 4. City Council. If the grievance remains unresolved at Step 3 to the satisfaction of the Employee(s), it may be presented in writing to the City Council within ten (10) working days of receipt of the City Manager's written decision by submission of the record compiled at Step 3 and the City Manager's decision. The City Council shall have twenty (20) working days in which to respond to the grievance in writing subject to the requirements of the Rockaway Beach City Charter and, if required, the City Manager's concurrence.

Step 5. Mediation. If, at any time after the Council's response at Step 4, and before Step 6, a party requests mediation, then the grievance process and timelines shall be stayed and a mediation shall begin. The parties may mutually agree on a mediator, or may select from a list of five (5) mediators requested from the ERB or Oregon Dispute Resolution Commission. The Union shall strike the first name; the City shall then strike one name. The process will be repeated. The remaining person shall be the mediator, unless otherwise mutually agreed. The cost of the mediator shall be shared equally. The parties shall conclude their mediation within sixty (60) calendar days of the date the mediator is hired or such other date as the parties agree. Any part or all of a grievance which is not settled by mediation shall proceed according to this Article from the point the grievance was originally stayed. If the parties reach a mediated settlement on all or part of a grievance, then the respective part or whole of the grievance shall terminate.

Step 6. Binding Arbitration. If the grievance is still unresolved to the satisfaction of the Employee(s), the Union may within ten (10) working days after the reply at Step 4 is due by written notice to the City Council, request binding arbitration. In the event of a failure to request binding arbitration, the arbitration will be non-binding.

If within ten (10) working days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested by either or both parties to provide a list of five (5) arbitrators. The Union shall strike the first name; the City shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne by the losing party or if there is not a clear loser as determined by the arbitrator. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies

available at a reasonable charge to the other party and to the arbitrator, if copies are so requested.

22.2. The time periods specified in this article may be extended or modified only by mutual agreement. Otherwise, failure to comply with the time periods specified shall be treated as final disposition of the subject of the grievance against the party failing to comply with the applicable specified time period.

ARTICLE 23 - GENERAL PROVISIONS

23.1. Safety. The City agrees to abide by Federal and state safety regulations including safety committees per OAR 437-40-005, 437-40-046 and 437-40-050.

23.2. Certifications. The City will pay the fees associated with obtaining and maintaining a DMV/CDL License (including CDL physical), Water Certification, Sewer Certification, Pesticide Certification license, Back Flow Certification or other license/certification when such license and/or certification is required of an Employee to perform their job. This does not include costs associated with obtaining or maintaining a regular driver's license.

23.3. No Employee shall be terminated, transferred or denied promotion solely because they have a member of their immediate family who is on the City Council or is Mayor.

23.4. It is agreed that Employees under this Agreement may perform gainful outside employment; and such outside work must be compatible with the Employee's City duties; in no way detracts from the ability of the Employee to perform his/her City duties; presents no conflict of interest with City affairs; in no way discredits City employment, and does not take preference over any extra duty that may be required by City employment.

23.5. Expense Reimbursement -The Accountable Plan.

The City will reimburse Employees for customary and reasonable business expenses following current IRS publications and regulations under the *Accountable Plan* adopted August 13, 2003, as follows:

1. The customary and reasonable expenses must have a business connection - that is, you must have paid or incurred deductible expenses while performing services as an elected, appointed official, or an employee. You must document this activity on the Expense Reimbursement Form. This form can be obtained from City Hall. You will not be reimbursed for nondeductible expenses. I.e.: alcohol
2. You must adequately account to the City Manager or Finance Officer for these expenses within a reasonable period of time. Within 30 days of having incurred the expense, unless an extension has been granted in writing by the City Manager. Attach copies of the expense receipts to the form. The City will only reimburse you

for your own expenses. You will be reimbursed up to the Federal rates.

3. You may receive an advance payment for expected expenses and therefore you must repay any excess reimbursement or allowance received in advance within a reasonable period of time. Within 30 days of having incurred the expense, unless an extension has been granted in writing by the City Manager. Any excess monies not repaid to the City at that time will be deemed taxable reimbursements and taxed as wages. Underestimated expenses will be reimbursed within 30 days of having submitted the expense voucher.

Eligibility for Meal Allowances. Employees whose official duties require them to be out of town 25 miles or more shall receive meal allowances when such travel extends through their normal meal times. Meal allowances do not apply where Employees are provided a meal; such as at a convention which provides meals. In town (within 25 miles) a meal allowance is allowed only if prior authorization by the City is obtained.

Employees required to travel outside the City and who are expected to incur overnight lodging shall receive cash advancement, if requested by the Employee.

23.6. Deferred Compensation.

The City shall continue to provide a Deferred Compensation Program for all Employees. The Employee will have a choice among more than one Program, but the City shall have no direct role in providing advice regarding investments. Employee participation shall be optional and the City shall have no liability for performance of any retirement investment program.

23.7 No Smoking.

All City facilities including, but not limited to the City Hall the Fire Station, the Senior Center, the Civic Facility, Public Works Buildings and all Public Works Vehicles shall be considered non-smoking areas. City shall post notice in such areas informing Employees and public of no smoking areas.

23.8 PERSONNEL FILE

The City, within five (5) working days from the day of the employee's request, shall provide an Employee the opportunity to review the Employee's personnel file. Copies of the contents of this file requested by the Employee shall be provided at the Employee's own expense. The official personnel file shall be maintained by the City.

The Employee may respond in writing to any item placed in the Employee's personnel file. Such written response will become a part of the file.

Letters of warning and any response written by the Employee, upon mutual agreement between the Employee and city, shall be removed at the end of twelve

(12) months, provided that no subsequent warning letter(s) of disciplinary action either over the same or a different issue was taken during the intervening period of time.

Employees shall have the opportunity to review and shall sign any personnel document which reflects an adverse personnel action, as defined herein, prior to such document being entered into the employee's personnel file. The Employee's signature does not necessarily indicate agreement, and each document shall indicate so.

ARTICLE 24 - CONTRACT RENEWAL SESSIONS

Both management and AFSCME agree that negotiations for future contracts shall begin by April 1 of the required year to allow for consideration of financial impacts on the City's budget. A maximum of three (3) City Employees may participate in negotiations carried on during duty hours without loss of pay where the Employees mutually agree to meet during such Employee on-duty time. In no instance shall this section result in overtime compensation to the Employee.

ARTICLE 25 - SUBCONTRACTING Review

Prior to the City subcontracting out work which has customarily been performed by members of the Bargaining Unit, the Union will be notified of the City's desire to do so.

The City will not subcontract out work which has customarily been performed by members of the bargaining unit.

ARTICLE 26 - EXISTING CONDITIONS

Existing work rules, practices and conditions which are not modified by this Agreement shall continue in effect. No work rule or practice shall be adopted which is inconsistent with the provisions of this Agreement or the requirements of Oregon law. City personnel policies, when in conflict with this Agreement, will defer to the specifications of this Agreement.

The City agrees to notify the Union, in writing, prior to changing existing work rules or adopting new rules.

Should the Union disagree with the new rule(s), the City, upon request, shall meet with the Union to discuss their concerns.

Any dispute concerning new rules may be submitted at Step III of the Grievance Procedure. Such a rule shall not be effective until the dispute is resolved through the grievance procedure.

The purpose of this Article is to state the current law on existing conditions as covered by the Labor Relations Law.

ARTICLE 27 - SAVINGS CLAUSE

Should any article, section or portion thereof this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the subject parties agree immediately to attempt to negotiate a substitute for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term thereof.

ARTICLE 28 - DEFINITIONS

28.1 "Disciplinary action" means a management-initiated action against a union-member city employee or "fair share" city employee covered by this agreement related to that employee's conduct for which one or more of the following sanctions may result, i.e. oral reprimand, written reprimand, suspension from work (with or without pay), demotion and/or discharge.

28.2 "Disciplinary Proceeding" means any face-to-face meeting between management and an employee involving a disciplinary action.

28.3 Whenever used "shall" denotes a mandatory obligation, "may" denotes a discretionary obligation, and "should" denotes a recommended, but not required, obligation.

28.4 "Working day" means the days of a week, excluding Saturday and Sunday and City- recognized local, state and/or federal holidays or City furlough days.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect through June 30, 2021. In witness whereof, the City and Union have executed this Agreement on the 25th day of July.

Signatures

Lars Gare
City Manager, City of Rockaway Beach



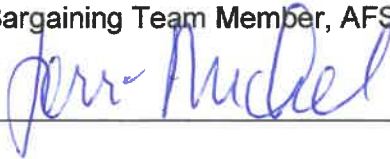
Luke Shepard
Public Works Director, City of Rockaway Beach



Rebecca Bay
President, AFSCME Local 2734



Terri Michel
Bargaining Team Member, AFSCME Local 2734



Issa Simpson
Oregon AFSCME, Council Representative



APPENDIX "A" to AFSCME Union & CRB Contract
 July 1, 2017 through June 30, 2018
 BASED ON UNION CONTRACT 2017-2020

COLA - 3%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Patrol Officer	4,048	4,169	4,295	4,423	4,556	4,693	4,834	4,979	5,128	5,282
Plus 1 Certificate 2.0%	4,129	4,253	4,380	4,512	4,647	4,787	4,930	5,078	5,230	5,387
Plus 2 Certificates 5%	4,250	4,378	4,509	4,644	4,783	4,927	5,075	5,227	5,384	5,545
Court & Utility Clerk	3,595	3,703	3,814	3,928	4,046	4,168	4,293	4,421	4,554	4,691
Finance Officer	4,644	4,783	4,927	5,075	5,227	5,384	5,545	5,712	5,883	6,059
Administrative Assistant	3,595	3,703	3,814	3,928	4,046	4,168	4,293	4,421	4,554	4,691
City Recorder	5,308	5,467	5,631	5,800	5,974	6,153	6,338	6,528	6,724	6,926
Utility Worker I	3039	3,130	3,224	3,321	3,420	3,523				
Utility Worker II	3628	3,737	3,849	3,964	4,083	4,206				
Utility Worker III	4333	4,463	4,597	4,735	4,877	5,023				
Lead Worker	4813	4,957	5,106	5,259	5,417	5,580				
PW Admin Specialist NEW	3628	3,737	3,849	3,964	4,083	4,206				
Plant Operator I NEW	2999	3,089	3,182	3,277	3,375	3,477				
Plant Operator II NEW	3689	3,800	3,914	4,031	4,152	4,277				

Plant Operator III NEW 4406 4,538 4,674 4,815 4,959 5,108

Non-Union Exempt Employees
City Manager-CONTRACT

Public Works Director-CONTRACT

Police Chief-CONTRACT

Recreation Dir/Sub Hrly 17.13 17.13 17.13 17.13 17.13 17.13 17.13 17.13
Fire Chief - Stipend 175

Effective July 1, 2017