

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF ST. HELENS

and

THE CITY OF ST. HELENS GENERAL EMPLOYEES

LOCAL 1789, COUNCIL 75

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

~~**July 1, 2013 to June 30, 2016**~~

Extended through June 30, 2019

MEMORANDUM OF UNDERSTANDING


THIS Memorandum of Understanding ("MOU") is made by and between the City of St. Helens (hereinafter referred to as the "City") and the City of St. Helens Employees, Local 1789, American Federation of State, County, and Municipal Employees (hereinafter referred to as "AFSCME").

RECITALS

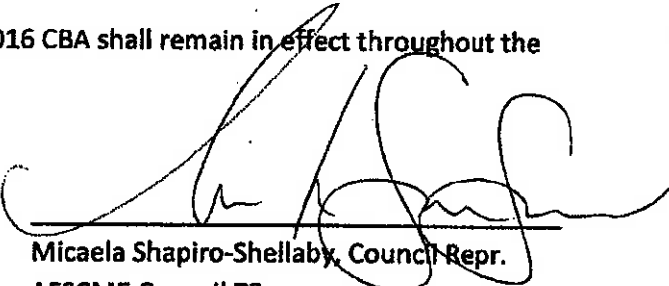
- A. WHEREAS, the City and AFSCME entered into a Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016 (hereinafter referred to as the 2013-2016 CBA);
- B. WHEREAS, both parties agreed to rollover the 2013-2016 CBA for a period of three additional years; and
- C. WHEREAS, both parties agreed to a reopener on COLA.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The City and AFSCME agree to extend the termination date of the 2013-2016 CBA for an additional term of three years such that the term of the 2013-2016 CBA will now expire June 30, 2019. The Agreement is amended accordingly.
- 2. Article 14 ("Compensation") of the 2013-2016 CBA is amended by the addition of the following cost of living adjustments to apply to the extended term:
 - a. Effective July 1, 2016 the schedule will increase by two and one-quarter (2.25%), and this wage adjustment shall be paid retroactive to and from July 1, 2016.
 - b. Effective July 1, 2017 the schedule will be increased two and one-quarter (2.25%).
 - c. Effective July 1, 2018 the schedule the schedule will be increased two and one-quarter (2.25%).
- 3. All other terms and conditions of the 2013-2016 CBA shall remain in effect throughout the three-year rollover period.



John Walsh, City Administrator
City of St. Helens



Micaela Shapiro-Shellaby, Council Repr.
AFSCME Council 75

12/21/16

Date

12/29/2016

Date

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ARTICLE 1 RECOGNITION

a) City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other working conditions for all employees who work at least 24 hours per week; excluding supervisory employees, seasonal employees, and confidential employees. Employees scheduled to work less than 24 hours per week shall not be subject to the following articles of this Agreement: Seniority, Layoff, Vacations, Sick Leave, Short- and Long-Term Disability Coverage, Holidays and Insurance. Twenty-four (24) hours as used in this section refers to regularly scheduled hours, and ordinarily will be determined based on annualized hours of the work schedule (that is, 24 hours per week equates to 1248 hours for the year). However, where such employee works an 8-hour day before and after a holiday, the employee will be entitled to holiday pay. Employees working at least 24 hours per week but less than 40 hours per week shall receive all benefits listed in the agreement on a pro rata share based on hours scheduled to work.

b) Employees hired under federal or state grants or funding through joint programs with other agencies shall be subject to this contract to the extent such coverage is consistent with the terms of such grant or agreement.

c) Should the City establish a new position or substantially change the duties of an existing position where either position would 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 description and proposed pay rate.

d) 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. Should negotiations fail to settle the pay rate, the pay rate in dispute shall be submitted to arbitration per Article 6 Settlement of Disputes.

e) The City shall be able to pay the proposed rate pending the decision of the arbitrator.

ARTICLE 2 UNION SECURITY

Section 1. Dues Deduction

Upon written authorization of a bargaining unit member within the bargaining unit, the City will deduct the regular monthly Union dues and assessments for the next pay period. The uniform amount to be deducted shall be certified to the City in writing by the treasurer of the Union and the aggregate deductions of all bargaining unit members shall be remitted together with an itemized statement to the treasurer within fourteen (14) calendar days after the payroll deduction is made.

Section 2. Union Security

All bargaining unit members covered by this Agreement shall either become a member of the Union and sign a dues deduction authorization card or shall sign a deduction authorization in an amount in lieu of dues equal to monthly dues which shall be sent to the Union at the same time as the dues deducted from members' checks. A bargaining unit member who objects to the concept of fair share based on bona fide religious beliefs may instead divert the in-lieu-of dues payment to a non-religious charity agreed upon by the bargaining unit member and the Union's designee. Proof of that diversion shall be provided to the Union and the City.

Section 3. Union Representatives

a) Members of the bargaining unit elected to serve as authorized representatives of the Union shall perform their duties as representatives of the Union on their own time, except as provided elsewhere in this Agreement.

b) Bargaining unit members may be selected by the Union to act as Union representatives and shall be known as "stewards." The names of the employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Local Union.

c) Accredited AFSCME Council representatives or International representatives shall have access to the premises of the Department for the purpose of formal grievance handling as long as operations are not unduly interrupted, provided that the representative checks in with the duty supervisor upon entering the facility

Section 4. Union Business During Work Hours

a) For the purposes of bargaining a successor agreement or mid-term bargaining the City will provide paid release time for up to four (4) designated union representatives who are members of the unit. The Union shall notify the City in writing of designated team members.

b) One (1) shop steward will be permitted without loss of pay to attend meetings during work hours which are scheduled by the City with City representatives relating to labor relations.

c) In the event a member of the Union is appointed as a delegate to attend conventions, conferences and/or meetings in connection with Union affairs, such employee shall be granted leave from the Union Bank if the City is provided reasonable notice in writing and such leave will not impose an undue hardship on the City. The City shall establish a Union Bank for this leave in the amount of eighty (80) hours available to be used for this purpose, which amount shall be adjusted to be eighty (80) hours as of July 1 of each Fiscal Year.

Section 5. Union Orientation

The Employer will provide the Union up to thirty (30) minutes to make a presentation to new employees at a time and place mutually agreeable to the parties. The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and collection of membership applications. This time is not to be used for discussion of labor/management disputes.

ARTICLE 3 MANAGEMENT RIGHTS

a) It is recognized that an area of responsibility must be reserved to the City if government is to serve the public effectively. Except to the extent expressly abridged by a specific portion of this Agreement, it is recognized that the responsibility of management are exclusively functions to be exercised by the City, including, but not limited to, the following listed management functions:

1. The determination of the governmental services to be rendered to the citizens of the City's service area.
2. The determination of financial budgetary, accounting and organization policies and procedures.
3. 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 any other terms of this Agreement.
4. The management and direction of the work force including the right to determine the methods, processes, and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer, and retain employees; the right to discipline; the right to lay off; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to contract or subcontract any work; However, in the event the City decides to contract out work which would significantly deviate from past practices, the City will notify the Union and offer the Union the opportunity to discuss effective means to minimize the impact of such action on bargaining unit members before implementation. This in no way shall preclude the use of temporary employees.

b) This Article shall not preclude the Union and the City from meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties subject to the terms of Article 28 Amendments and Termination.

**ARTICLE 4
NO STRIKES**

There shall be no strikes and no lockouts during the life of this agreement.

**ARTICLE 5
BULLETIN BOARDS**

Each department of the city where there are members of the bargaining unit shall provide bulletin board space for the posting of official Union business. Union postings shall be dated and signed by a Union official.

**ARTICLE 6
SETTLEMENT OF DISPUTE**

Section 1. Grievance Definitions

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

Working Days: A working day is defined as Monday through Friday during regular business hours excluding holidays.

Section 2. Exclusive Remedy

Grievances shall be initiated and processed in the manner provided herein, which procedure the parties mutually acknowledge to be exclusive and binding process for the resolution of disputes constituting grievances.

(A) STEP ONE

Within fifteen (15) working days of the time when the bargaining unit member(s) became aware of or should have been aware of the circumstance or circumstances giving rise to a grievance, the bargaining unit members affected shall meet with their immediate departmental supervisor or supervisors to attempt to informally and amicably resolve the dispute without further filings. The City shall make a reasonable effort to put the Union representative and President on actual notice of any such meeting.

(B) STEP TWO

Should the meeting described in Step One not suffice to resolve the grievance, a union shop steward or council representative shall file a written grievance with department head, no later than twenty (20) working days from the date of the meeting at Step One. The written shall include the following:

1. a statement of the grievance and the factual allegations upon which it is based;
2. the Article(s) and section(s) of this Agreement alleged to have been violated;

3. the remedy sought;
4. the name and signature of the individual(s) submitting the grievance.

Within twenty (20) working days from the time when the union filed the written complaint with the department head, the department head shall answer in writing to the union. Should response provided by the department head not settle the grievance, the Union shall appeal to the City Administrator the decision of the department head within ten (10) working days of his/her response.

(C) STEP THREE

The City Administrator shall respond to the Union's appeal no later than ten (10) working days from the time in which the union appealed the department head's decision.

(D) STEP FOUR

Should the response of the City Administrator not settle the grievance, the Union shall initiate binding arbitration with the State Conciliator or the Employment Relations Board, by sending a demand for arbitration and a request for a list of thirteen (13) Oregon or Washington arbitrators, no later than ten (10) days from the time in which the Union became aware of the City Administrator's response.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within seven (7) days of 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 of the parties to provide a list of seven (7) Oregon or Washington arbitrators. Both the City and the Union shall have the right to strike two (2) names from the list. 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 decision within thirty (30) days after the conclusion of testimony and argument.

Section 3. Expenses

Expenses for the arbitrator's services shall be borne by the losing party, except that in cases where both parties prevail in part, the arbitrator shall allocate the total expense in accordance with the relative fault of the parties' in relation to the arbitrator's determination of the parties' accountability to one another in the dispute. 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 and make copies available without charge to the other party and to the arbitrator.

Section 4. Time Periods

The time periods specified in this Article may be extended or modified only by mutual written agreement. Failure by the Union to comply with a specified time period shall constitute acceptance of the City's position at the preceding step. Failure by the City to comply with a specified time period shall constitute rejection of the grievance at that step and thereby allow the employee to process the grievance to the next step.

Section 5. Scope

a) The scope of the arbitration shall be limited to issues of fact and the disputed application and interpretation of this contract as raised by the aggrieved bargaining unit member at Step 1 and as presented through the various appeal steps in this procedure, including the Step 3 response. In arbitration, no new factual information or evidence shall be submitted which was not presented earlier in the grievance procedure.

b) If the Union discovers new factual information or evidence prior to arbitration that was not previously presented to the City for consideration, the Union may elect to postpone the arbitration and return to Step 3 of the Grievance process to give the City an opportunity to consider the newly discovered factual information or evidence. Any resultant arbitration postponement fees will be the responsibility of the Union.

Section 6. Pre-Arbitration Meeting

At least 14 calendar days prior to the scheduled date for the arbitration hearing, the parties shall meet in an effort to resolve the dispute.

Section 7. Authority of Arbitrator

a) The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract.

b) The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

ARTICLE 7 DISCIPLINE

Section 1. Just Cause

a) Any employee who has completed a probationary period shall be disciplined only for just cause. Forms of discipline shall be limited to the following: Verbal or written reprimand, loss of not more than five (5) vacation days or a five percent (5%) temporary reduction in pay, not to exceed three (3) months, suspension with or without pay, or discharge. Other employment actions such as work counseling and/or directives to seek training shall not constitute discipline. Oral reprimands shall not be grievable.

b) Progressive discipline notwithstanding, the City may administer an appropriate level of discipline for an offense.

c) If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before the other employees or the public. The provisions of this article shall be subject to the provisions of the grievance procedures found in Article 6.

d) No non-probationary employees shall be demoted, suspended without pay or discharged without due process: first being informed of the charge; given an opportunity to meet with the Employer (with the option of having a Union representative present) and respond to those charges.

Section 2. Personnel Files

Pursuant to ORS 652.750, all employees shall, by written prior arrangement, be allowed to review the contents of their own personnel file, and receive a copy of the file at no cost to the employee, excluding confidential reports from previous employers.

ARTICLE 8 LAYOFFS

Section 1. Layoff Process

In the event that the City determines that a reduction in force is appropriate, bargaining unit members shall be laid off according to the provisions in this Article.

Section 2. Notice

a) Affected employees will be advised of the layoff no less than thirty (30) calendar days in advance of the effective date.

b) Employees shall have the following options:

1. Accept the layoff.
2. Displace the employee with the lowest seniority in the same or lower pay range within the same job family grouping if the employee is qualified for the position and has prior experience in the City in the same or lower pay range position within the job family.

Section 3. Order of Layoff

a) Employees shall be laid off in reverse order of their seniority within his/her job classification.

b) Temporary employees will not be used to fill bargaining unit positions previously held by laid off employees with recall rights. All temporary, seasonal, and probationary service employees shall be laid off within a job family before any regular bargaining unit employees are laid off within that job family.

Section 4. Qualification

The qualification of an employee to bump shall depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at a satisfactory level of performance with on-the-job orientation.

Section 5. Bumping and Recall Procedure

a) Employees displaced from a higher pay range may elect to bump an employee in an equal or lower pay range within an established job family grouping on the basis of bargaining unit seniority. The established job family groupings are attached as Appendix B which is hereby incorporated into this Agreement. This Appendix may be updated by mutual agreement.

b) Employees may bump to a lower classification (that is, with a lower salary range) in the employee's job family grouping, provided the employee is senior to the incumbent to be displaced and is displacing the last senior employee in the group who the senior employee is qualified to bump, has experience in the bargaining unit classification, and is qualified to do the work.

c) Employees shall be recalled according to seniority and qualification as positions equal to or lower classifications become available.

d) All employees on the layoff list have priority over outside hiring provided the employee is qualified and can perform the duties of the job.

e) Upon recall to any position in the City, a recalled employee shall have restored to him/her all accruals of sick leave, the vacation accrual rate, and seniority in effect on the date of layoff.

f) If recalled to a different classification in the same job family, then the employee shall be placed on probationary status for a period of six (6) months. If the employee does not successfully complete probationary service, the employee shall be placed on the layoff list.

g) If recalled to the former position, the employee will serve no probationary service period. The employee will return to the same range and step as when laid off and will have a new anniversary date for purposes of step increases.

h) Notices of all department openings will be mailed directly to the laid off employee's last known mailing address. It shall be the employee's responsibility to keep a current mailing address for that period. The list will remain in effect until the employee requests that his/her name be removed, the employee fails to accept reemployment, or the twelve month period expires. Failure to respond to a recall notice within seven (7) calendar days and/or to return to work within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of all recall rights and removal of the employee from the layoff list.

Section 6. Definition of Seniority

Seniority is the length of continuous service worked by a bargaining unit member for the city since the last date of hire in the bargaining unit. Seniority shall be broken if an bargaining unit member (1) quits, (2) is discharged for just cause, (3) fails to avail himself or herself to the recall language or (4) retires.

ARTICLE 9 VACANCIES

Section 1. Filling Vacancies

a) The City will post notice on the Union's Bulletin boards not later than the time that such information is made available to the general public.

b) Provided that internal applicants are equally qualified with external applicants for a vacancy, then the most senior, best qualified internal applicant shall be appointed.

Section 2. Written Offers

Offers of promotion and transfer and notice of a merit increase shall be given to the bargaining unit member in writing. Absent such written offer and acceptance and absent such notice of a merit increase, no promotion, transfer or merit increase shall exist.

ARTICLE 10 WORKING IN A HIGHER CLASSIFICATION

Section 1. Assignment

A bargaining unit member assigned the major duties and responsibilities of a higher paid position shall be compensated at the bargaining unit member's regular rate of pay plus five percent (5%) or at the Step 1 pay rate of the higher classification, whichever is higher providing such assignment is designated by the department head in writing; and the assignment is planned or actually extends for more than ten (10) continuous work days.

Section 2. Acting in Capacity

a) A bargaining unit member assigned the major duties and responsibilities of a higher paid position shall be compensated at the bargaining unit member's regular rate of pay plus five percent (5%) or at the Step 1 pay rate of the higher classification, whichever is higher providing such assignment is designated by the department head in writing; and the assignment is planned or actually extends for more than twenty-one (21) continuous work days.

b) In the event the vacancy is exempt under the Fair Labor Standards Act (FLSA), the bargaining unit member shall take a leave of absence from the bargaining unit but shall continue to accrue seniority for the duration of the assignment. Time in the assignment shall be credited to the employee upon return to the bargaining unit. No employee shall be compelled to take an assignment that is exempt under the FLSA.

c) Assignments made pursuant to this Article are at will and can be terminated by the Department head for any reason at any time. The employee shall be paid at the designated rate for the days worked, but shall have no recourse under the Settlement of Disputes Article for the termination of the assignment.

ARTICLE 11 HOURS OF WORK/OVERTIME

Section 1. Workweek

a) The workweek shall begin 12:00 a.m. Monday and continue through 11:59 p.m. Sunday unless a different work week is established for an individual or group of bargaining unit members. If a separate workweek is established, the bargaining unit member(s) affected shall be notified in writing.

b) Full-time bargaining unit members will normally be scheduled to work forty (40) hours in a workweek. The workweek shall normally consist of five (5) days with eight (8) hours except that the City at its discretion may elect to establish a four (4) days with ten (10) hours schedule or any other alternative schedule for a bargaining unit member(s) with fourteen (14) calendar days written notice to the employee(s).

Section 2. Posting of Stand-By Work Schedules

On-call work schedules shall be posted on bulletin boards within the work areas of affected bargaining unit members.

Section 3. On-Call Compensation

Any employee who works on regular on-call status will be paid eight (8) hours for each week (seven day-168 hour) period on call. Holidays that occur during the on-call week shall earn four (4) additional hours for each holiday during the week. Bargaining unit members have the option of designating any portion in whole hours of the straight time on-call compensation to his/her compensatory time account.

Section 4. Rest and Meal Breaks

a) One paid rest period of fifteen (15) minutes shall be given for every segment of four hours or major portion thereof, worked in one regular work day excluding unpaid lunch time in the calculation of eligible hours. Insofar as feasible, the break should be taken approximately midway in the segment of work. If a bargaining unit member is unable to take their unpaid lunch break because of the work load or nature of work demands, said employee shall be compensated.

b) All employees shall be granted a regularly designated unpaid lunch period of thirty (30) or sixty (60) minutes during each workday.

Section 5. Overtime Eligibility

a) A bargaining unit member shall be eligible for overtime pay, or compensatory time computed at 1 1/2 time the actual hours worked, at the request of the bargaining unit member. Overtime hours are worked under any one of the following conditions:

1. Work in excess of forty (40) hours within the 168-hour period commencing at 12:00 a.m. Monday and ending at 11:59 p.m. Sunday. Paid leave time shall be counted as time worked for the purpose of computing overtime. Compensatory time will be treated as paid leave time for the purpose of computing overtime. Unpaid leave shall not count for the purpose of computing overtime.
2. Work in excess of the assigned scheduled work day.
3. Any other circumstance where overtime pay is provided for elsewhere in this Agreement.

b) Overtime eligibility provisions are not cumulative, that is, there shall be no pyramiding of hours for overtime compensation.

Section 6. Overtime Calculations/Compensatory Time

a) Required overtime shall be computed to the nearest fifteen (15) minutes and compensated at time and one-half the regular rate. Overtime shall be paid either in cash or compensatory time off at the discretion of the employee. Compensatory time off shall be granted with the approval of the department supervisor and shall be scheduled by the department supervisor in cooperation with the employee. The maximum amount of compensatory time that any employee may accrue shall be eighty (80) hours.

b) With reasonable notice the City may either cash out compensatory hours or require the employee to schedule the use of compensatory time. In no case shall the compensatory time bank of the employee fall below forty (40) hours if this section is applied by the City unless by mutual agreement of the employee and the department supervisor.

Section 7. Posting of Call-Back List

The call-back list shall be administered according to current practice.

Section 8. Call-Back Compensation

If a bargaining unit member is called in more than thirty (30) minutes before the regularly scheduled work day, or is called back after having left the job site for more than thirty (30) minutes, the bargaining unit member shall be paid for such time at the overtime rate for not less than three (3) hours in relation to a call-back.

**ARTICLE 12
HOLIDAYS**

Section 1. Paid Holidays

a) The following paid holidays shall be observed by the city.

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Legally Designated Date
Memorial Day	Legally Designated Date
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	11 th of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve Day	December 24th
Christmas Day	December 25th
Two Floating Holidays	Time to be mutually scheduled

b) If any holiday falls on a Saturday, the preceding Friday shall be given as the holiday. If any holiday falls on a Sunday, the following Monday shall be given as a holiday.

**ARTICLE 13
VACATION**

Section 1. Accrual

a) Vacation leave benefits shall apply to all regular full-time bargaining unit members and begin accruing on the first working day of the month. Employees who begin working after the first working day of the month will not begin accruing vacation leave until the first of the next month.

b) Vacation leave with pay shall accrue on the following basis:

1. Minimum of one-year employment must be served before vacation time accrued can be taken.
2. All regular full-time bargaining unit members shall earn annual vacation leave at the following rate:
 - 6.67 hours per month from one month to 48 months.
 - 10 hours per month from 49 months to 108 months.
 - 13.33 hours per month from 109 months to 168 months.
 - 16.667 hours per month from 169 months to 228 months.
 - 20 hours per month after 229 months.

Section 2. Accrual for Unpaid Periods

Time spent on layoff status or on leave without pay shall not be considered in computing vacation leaves.

Section 3. Unused Vacation Time Lost

Vacation leave shall be taken in the eighteen (18) month period following the year which it is earned unless special written arrangements are made with the City Administrator or the supervisor. Failure to make such arrangements will result in the employee's loss of the accumulated vacation time over the allowable amount.

Section 4. Scheduling

a) Vacation shall be scheduled by department and in the event two or more employees select the same vacation period, the employee with the most department seniority will receive primary consideration for approval. However, senior employees, to exercise their seniority rights, shall record vacation selections no later than February 1, for all vacations between March 1 and August 31 and no later than August 1 for all vacations between September 1 and February 28.

b) Management retains the right to determine how many employees from any one department may be on paid leave at any one time.

ARTICLE 14 COMPENSATION

Section 1. Wages

The City agrees to pay bargaining unit members the wages provided in Appendix A of this Agreement. Salaries of part-time bargaining unit members will be prorated based on a full-time work month of 173.33 hours. An updated copy shall be provided to each employee and union on or before July 1 of each year.

Section 2. Anniversary Date

Merit advancement shall be approved on the employee's anniversary date when the employee has been doing satisfactory work and is making normal improvement in the employee's ability to carry out the job assignment.

Section 3. Deferred Compensation

A Deferred Compensation Program, optional to the employee, shall be selected and administered by the City with employee input for all regular full-time bargaining unit members.

Section 4. Wages

a) The wage schedule, Appendix A, hereby incorporated as part of this Agreement, is effective July 1, 2013. Employees shall be eligible for step movement per terms of this Agreement.

b) During the term of this Agreement the following Cost of Living Adjustments ("COLA") will be made to wage schedule then in effect. Effective July 1, 2013 the schedule will be increased by two and one-half percent (2.5%), and this wage adjustment shall be paid retroactive to and from July 1, 2013. Effective July 1, 2014 the schedule will be increased two and one-half percent (2.5%). Effective July 1, 2015 the schedule will be increased two and one half percent (2.5%).

Section 5. Longevity

Longevity pay is available to regular full-time employees under the following schedule:

After five full years of service	\$30.00/month
After ten (10) full years of service	\$50.00/month
After fifteen (15) years of service	\$75.00/month

Part-time employees earn longevity based upon:

- Years of service measured on proration of time in represented position divided by 2080 hours per year (i.e., a 24 hour per week position would earn eligibility for longevity after 8.3 years); and
- Longevity pay amount prorated based on hours worked per year (i.e., a 24 hour per week position after 8.3 years would earn \$18.00 / month).

Section 6. Health Reimbursement Account (HRA)

Effective January 1, 2014, the City will contribute fixed monthly amounts to employee HRA accounts to be used by employees in accordance with the terms of the HRA Trust Plan. The HRA Plan must be established and operated in compliance with IRS requirements and meet conditions if any which are established by the City's health insurance provider. The contributions will be as follows:

For an employee enrolled in Regence Copay Plan B, the City will contribute ninety dollars (\$90) per month for employees participating in Regence Co-pay Plan B, for a total of one thousand eighty dollars (\$1,080) per year; and for employees enrolled in Kaiser Health Plan the City will contribute forty dollars (\$40) per month for a total of four hundred eighty dollars (\$480) per year. With regard to the bargaining history and considerations noted here, in the event rate increases or other developments alter the present circumstances materially such that the City's justification for the HRA benefit for Copay B enrollees is materially changed, or such that the justification of a disparity in treatment of the BCBSO and Kaiser enrollees materially changes, the parties may mutually agree to reopen the contract for bargaining concerning an appropriate and equitable adjustment to the HRA contribution amounts set in this Article 14, Section 7. In

addition, from July 1 through December 31, 2013, the City will compute and contribute on behalf of each employee then enrolled in CIS Copay Plan B and Kaiser Health into the HRA account of the employee an amount equal to two percent (2%) of the employee's base salary compensation received during this period, which form of payment shall not thereafter be repeated unless otherwise specifically agreed upon in writing.

ARTICLE 15 JOB CLASSIFICATION

Section 1. Job Classification List

As of the date of the collective bargaining agreement, the City's established classifications are as set forth in Appendix A (Wage Schedule) and Appendix B (Job Family Groupings):

Section 2. Modification of List

Should the City substantially modify a classification, the City shall notify the Union in writing, and if requested to do so, bargain the pay of the revised classification. It is expressly understood that all other provisions of the Agreement shall remain in full force and effect. Nothing herein shall be interpreted as a limitation on the City's right to change the title of a classification or interfere with rights under Article 3 Management Rights.

Section 3. Flexible Positions

The Utility I and Utility II positions are defined as flexible positions, whereby an employee classified as a Utility I position who has been paid in the step 5 pay range for 12 or more months, may be promoted to Utility II step 3 pay grade based on meeting the Utility II job requirements and job performance merits additional compensation (documented job performance and positive reviews).

ARTICLE 16 LODGING, MEALS, MILEAGE AND PER DIEM

The terms for reimbursement are covered in City policy.

ARTICLE 17 RETIREMENT

- a) So long as required by state law, the City shall participate in the Public Employees Retirement System (PERS) in accordance with the PERS rules and regulations.
- b) The City shall pay the employee's portion, on gross salary and wages as part of the compensation in accordance with the rules and regulations of PERS.
- c) At the time of retirement, up to 960 hours of unused, accrued sick time will be rolled into the bargaining unit member's HRA account.

ARTICLE 18 SICK LEAVE

Section 1. Eligibility

a) Regular full-time employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment, which is required due to inability to attend work or perform job duties by the employee's illness, injury, disability, necessity for medical or dental care or care of another eligible for protected leave (that is: when such leave is protected by OFLA or FMLA).

b) In order that sick leave benefits may be uniformly and appropriately administered, the following general rules apply. In addition, employees should refer to OFLA and FMLA policy and law with which the City shall comply.

1. Sick leave benefits shall apply to all regular, full-time employees and begin accruing on the first working day of the first full calendar month of employment. Employees who begin working after the first working day of the month will not begin accruing sick leave until the first of the next month. Paid sick leave is unavailable until earned and credited in the payroll accounting system.
2. All regular and probationary bargaining unit members shall accrue sick leave at the rate of eight (8) hours of leave for each calendar month worked. Such leave shall not accumulate in excess of 1,200 hours.

No sick leave shall accrue for any calendar month in which a bargaining unit member has been off work using sick leave or leave without pay for more than one-half the scheduled work days of that month.
3. Bargaining unit members shall not be reimbursed for unused sick leave upon end of employment, except as provided in Article 17 (c) Retirement.
4. Absences chargeable to sick leave shall be charged for actual time absent rounded to the nearest quarter hour.
5. Bargaining unit members must inform their supervisor as soon as possible of any anticipated medical treatment so that the department may plan for such staff reduction during the bargaining unit member's absence. Bargaining unit members are encouraged to schedule such absences off-duty or at times which will reduce impact on public services whenever possible.
6. Abuse of sick leave privileges may result in disciplinary action.
7. All City bargaining unit members will be covered for on-the-job injury or illness under the State Accident Insurance Fund. When a bargaining unit member must take a leave due to a job-related disability, he/she will receive time loss benefits from the City's workers' compensation insurer, and may elect to receive monthly sick leave payments charged to sick leave or other earned leave in an amount equal

to the employee's net regular salary minus the amount of the time loss payment. "Net regular salary" is calculated as the employee's pre-tax base hourly rate plus the hourly amount of any regular premiums or incentives for which the employee qualifies multiplied by the number of regularly scheduled hours during the time loss.

8. Short-Term Disability

A. All full-time regular City bargaining unit members will be covered by the City's self-funded short-term disability program. The program will provide wage continuation of 50% of employee salary and maintain health benefits for any qualifying short-term disability event when/if an employee has fully depleted all accrual leave balances. The short-term disability benefit only covers a qualifying event and shall not exceed 90 days. After employees exhaust 90 days of this short-term disability self-funded City benefit, long-term disability insurance benefits cover qualifying employees in accordance with the group insurance policy plan document in effect. Refer to paragraph 9 of this Article below.

B. Sick leave, vacation, and holiday time shall not accrue during STD and LTD periods of disability under paragraphs 8 and 9 of this article. Seniority, as described in Article 8 relating to layoffs will continue to accrue up to the first ninety (90) days of any disability period regardless of how it is or is not otherwise compensated.

C. An employee eligible for short-term disability is ineligible for donated leave.

9. Long-term Disability

A. All full-time regular employees shall be provided long-term disability benefits under a City-provided group LTD insurance policy (currently Standard Insurance). These benefits commence after a ninety (90) day waiting period as defined in the LTD plan document.

B. Long-term Disability benefits are not to exceed sixty-six and two-thirds percent (66 2/3 %) of gross pay or \$2,000 per month, whichever is less, reduced by Social Security and PERS disability payments as and to the extent defined by the LTD insurance plan for the duration of disability benefit eligibility as provided for in the LTD plan.

C. No further accrual of sick leave, vacation and holiday benefits will occur during Long-term Disability. Seniority under this Agreement shall continue to accrue for up to one year. Bargaining unit members' health premiums paid by the City will cease one year from the date of time loss whether established through a workers' compensation claim, STD or LTD eligibility.

D. LTD disability premiums are paid by the City. If the CIS plans, Trust rules and insurance provider contracts permit, the City and the Union may agree that LTD premiums shall be paid by employees through payroll deduction. In such event, during June of each year, the City will determine the sum of LTD premiums paid by the employee during the period from the prior July to date, and shall for each employee contribute like amount into the employee's HRA account as an additional City contribution. LTD benefits available under the CIS Plan and CIS contracts require that the LTD benefit election must be made by and for the benefit of all City employees. Therefore, no individual may opt out of LTD coverage regardless of the manner in which the premiums are transmitted.

ARTICLE 19 OTHER LEAVES OF ABSENCE

Section 1. Bereavement Leave

When a member of the bargaining unit or bargaining unit member's spouses' immediate family (defined as spouse, children, step-children, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren) or other relative by blood or marriage of the member living in the bargaining unit member's household dies, three (3) days bereavement leave with pay shall be granted to an bargaining unit member in order to travel and attend a memorial service, grieve and assist the family if the death occurs within one hundred and twenty (120) miles, or five (5) days bereavement leave if beyond one hundred and twenty (120) miles.

Section 2. Protected Medical Leave

The City shall comply with federal and state laws relating to medical and family leave.

Section 3. General Unpaid Leave Requests

A regular full-time employee may be granted a leave of absence without pay up to three (3) months when the work of the department will not be seriously handicapped in the discretion of the department head and the City Administrator. Requests for such leave must be in writing and must state the reason(s) for the leave, its benefit to the employee and/or to the City, if any. Any approved request shall be signed by the department head and the City Administrator. The approval may state conditions. The request and approval documentation shall be retained in the employee's personnel file. A leave of absence without pay shall be without health insurance costs to the City and without other earned benefits or seniority but shall not constitute a break in service for any purpose under this Agreement. In any case where the City Administrator determines that a hardship exists, protected leave is not available and sick leave donation is not appropriate, the City Administrator shall have discretion to define more favorably for the employee the terms of an approved unpaid leave.

ARTICLE 20 INSURANCE BENEFITS

Section 1. Coverage

a) Effective upon execution of this Agreement, and for the term of this Agreement, the City agrees to provide the following types of insurance coverage: medical-hospital, dental, prescription, and vision for full-time employees and their dependents. Part-time employees eligible for insurance shall receive the benefit or may disclaim it if permitted by the health insurance plan provider. The City and employee premium costs shall be pro-rated based on the regular hours of work approved for the part-time position.

b) The insurance plans referenced in Section 1 shall be the City County Insurance Services (CIS) plans currently in effect.

c) Effective December 1, 2013 (costs for January 1, 2014 plan year), the following changes will be effective:

1. The Regence PPO \$200 deductible plan option will be replaced by the Regence PPO Copay B \$500 deductible plan with Alternative Care and VSP Vision (12/12/24) Safety Glasses for all plan participants and dependents.
2. The Kaiser no deductible plan will be maintained unchanged.

Section 2. Premium Contributions

a) Effective July 1, 2013 the employee will contribute two percent (2%) of the premium cost of the employee's selected health insurance.

b) The employee may elect to contribute through the current IRS Section 125 flexible spending account or elect HRA premium reimbursement for premium expenses to the extent permitted by the HRA administrator and rules, *but not both*.

Section 3. Joint Insurance Committee

a) The Union agrees to participate fully in a City-established Joint Health Committee (JHC). The JHC shall consist of two (2) members of the Union selected by the Union, two (2) non-represented management employees, and two (2) non-management employees who are not members of the bargaining unit.

b) The JHC shall review City-wide insurance plans and costs utilizing available resources and information and will issue a report of its findings. The JHC shall meet during regularly scheduled business hours and the employees shall be given release time. The City shall have no overtime obligations from committee work times.

c) At any time during the life of this Agreement, the parties may jointly agree to change insurance levels of coverage and benefits.

Section 4. Waiver

During the life of this Agreement the union waives the right to bargain changes or file a grievance regarding changes in the current insurance plan benefits and levels of coverage when the change is made solely at the discretion of the carrier.

Section 5. Long-Term Disability

a) The City shall provide long-term disability policy coverage in a group plan for the benefit of full-time employees as stated in Article 18.9(A) also related to LTD benefits.

Section 6. Physical Fitness Club

Upon proof of membership by receipts every six (6) months, the City shall provide to bargaining unit members fifty dollars (\$50) payment per month per employee who participates in any physical fitness club.

Section 7. IRS Plan Section 125

The City shall make available for employees an IRS Section 125 flexible spending account at no cost to the employee.

Section 8. Life Insurance

Effective January 1, 2014, the group life insurance benefits shall be increased from \$1,000 (CIS) and \$15,000 (Standard), which plans shall be discontinued, and the benefit increased to \$20,000 (CIS).

ARTICLE 21 PERFORMANCE EVALUATIONS

Section 1. Annual Evaluation

The City shall conduct such periodic or other performance evaluations as it deems appropriate, but all bargaining unit members will receive a formal performance evaluation at least annually. All formal performance evaluations will be in writing, and the bargaining unit member will have the opportunity to discuss the evaluation and add whatever comments the bargaining unit member deems appropriate. The bargaining unit member shall sign and date the evaluation (but the signature will only establish that the bargaining unit member has read the evaluation), and shall be offered a copy.

Section 2. Promotional Evaluation

a) A bargaining unit member who is selected for a new position will be given a trial period of up to three calendar months to demonstrate the ability to satisfactorily perform the required work to the City standards. This period will automatically be extended by the

number of working days (in excess of ten (10) working days) the bargaining unit member is unable to work, regardless of the reason or cause. A bargaining unit member disqualified during this period will be returned to the bargaining unit member's prior job classification and wage.

b) A bargaining unit member returned to the former position will have his or her departmental seniority reduced by the time spent in the promotional position.

ARTICLE 22 PERSONNEL RECORDS AND EVALUATION

Section 1. File

There shall be only one (1) official personnel file for each bargaining unit member. Bargaining unit members may inspect the contents of their official personnel when mutually convenient for both the City and the bargaining unit member in the presence of the City Administrator, Department Head, and/or City Attorney, except for background investigation and related confidential reports from previous employers, the City's and others.

Section 2. Grievances

No grievance material shall be kept in bargaining unit member personnel files after the grievance has been resolved, except the resolution itself.

Section 3. Signature Requirement

a) No information reflecting critically upon bargaining unit members shall be placed in their personnel files that does not bear their signature. Bargaining unit members shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

**“THE BARGAINING UNIT MEMBER’S SIGNATURE DOES NOT
NECESSARILY INDICATE AGREEMENT.”**

b) If a bargaining unit member is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the bargaining unit member at their address of record.

Section 4. Written Responses

Bargaining unit members shall be entitled to prepare, in writing, an explanation or opinion regarding any adverse material. This response shall be included in as part of their personnel file until the material is removed.

Section 5. Removal

The City retains the right to determine that particular documentation in the personnel file is no longer relevant, timely or accurate, and thereafter subject to removal from the personnel file. Such removal shall be made only after notice to the affected bargaining unit member. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations, but may be released for grievance, litigation defense or by court order.

ARTICLE 23 WORKERS' COMPENSATION

The City shall provide workers' compensation insurance or self-insure in accordance with law. During the period of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement related to sick leave, STD and LTD.

ARTICLE 24 HEALTH AND SAFETY

Section 1. Uniforms and Protective Clothing

Where a bargaining unit member is required to wear protective clothing or any type of protective device in order to effectively perform their job, such will be provided by the City.

Section 2. Clean-Up Time

Whenever it is essential for bargaining unit members to clean up or change clothes before being presentable upon leaving work, they shall be granted an adequate personal clean up time prior to the end of each work shift. Neither party to this contract shall construe "clean up time" to mean "quitting early time" or "leave early time," or coming in early from the field.

Section 3. Facilities

The City shall provide clean up facilities for the bargaining unit members as required by federal or state law and/or regulations.

ARTICLE 25 EXISTING PRACTICES

Section 1. Agreement Is Controlling

This Agreement is subject to city policy, rules and regulations. In the event of a conflict between this Agreement and a city policy, rule or regulation of the city of St. Helens, the terms of this Agreement shall prevail.

Section 2. Agreement Supersedes Prior Agreements

This Agreement supersedes all previous written and oral agreements between the City and the Union. The parties agree that the relations between them shall be governed by the terms of this Agreement only: no prior practices, agreements, amendments, modifications, alterations, additions or changes, oral or written shall be controlling or in any way affect the employment relations between the parties or the wages and working conditions, unless and until such agreement shall be reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

ARTICLE 26 SAVINGS CLAUSE

a) Should any portion of this agreement be held contrary to law, such decision shall apply only to the specific portion thereof directly challenged, and all other provisions of this agreement shall remain in full force and effect for the duration of the agreement.

b) Upon any such holding, the parties hereby agree to reopen the contract as to that section of the agreement only to negotiate substitute language. Negotiations for such reopener shall commence within a reasonable period of time after the parties take notice of such change in the law.

ARTICLE 27 NON-DISCRIMINATION

a) The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, national origin, union affiliation, political affiliation, sexual orientation or disability not subject to reasonable accommodation. The foregoing shall not be construed to prohibit discrimination based upon bona fide occupational requirements.

b) All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

c) Employees have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the parties to this Agreement because of the exercise of these rights.

d) Inasmuch as there are other means to address violations of this Article 27, Step 3 of Article 6 Settlement of Disputes shall be the final step in the grievance procedure for any grievance arising from any violation of this Article.

**ARTICLE 28
AMENDMENTS AND TERMINATION**

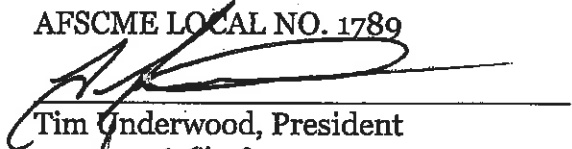
a) This agreement shall be effective July 1, 2013 until June 30, 2016. However, the terms of this Agreement shall not be applied retroactively prior to the date the Agreement has been signed and ratified by the parties unless otherwise stated specifically herein.

b) Either party may initiate negotiation of a successor agreement to this contract by serving notice to that effect upon the other party no earlier than January 30, 2013 and no later than April 30, 2013. Negotiations shall commence within a reasonable period of time after notice is given.

c) During the negotiations leading to the execution of this Agreement both parties have had full opportunity to submit any and all subjects appropriate to collective bargaining. Therefore, the city and the union each waives the right and agrees that the other shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement unless such subject is expressly included in the terms of this Agreement. This waiver includes any subject that was raised in the course of collective bargaining.

This agreement is entered into on this 20th day of November 2013 and acknowledged by the following signers.

AFSCME LOCAL NO. 1789



Tim Underwood, President



Tim Illias, Negotiation Team



Riki Krappier, Negotiation Team




Sean Buck Tupper, Negotiation Team



Evan Wickersham
Council Representative
Oregon AFSCME

CITY OF ST. HELENS



Randy Peterson, Mayor



John Walsh, City Administrator

APPROVED AS TO FORM:

See attached

C. Akin Blitz
Labor & Employment Counsel
Of Attorneys for the City

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This agreement is entered into on this ____ day of _____ 2013 and acknowledged by the following signers.

AFSCME LOCAL NO. 1789

Tim Underwood, President

Tim Illias, Negotiation Team

Riki Frappier, Negotiation Team

Sean Buck Tupper, Negotiation Team

See attached

Evan Wickersham
Council Representative
Oregon AFSCME

CITY OF ST. HELENS,




Randy Peterson, Mayor

See attached

John Walsh, City Administrator

APPROVED AS TO FORM:



C. Akin Blitz
Labor & Employment Counsel
Of Attorneys for the City

APPENDIX A-1 WAGE SCHEDULE

Effective July 1, 2013

Position		Step 1	Step 2	Step 3	Step 4	Step 5
		Monthly Salary Range				
Library Assistant	**	\$2,005	\$2,105	\$2,210	\$2,321	\$2,437
Secretarial/Clerical	**	\$2,417	\$2,538	\$2,665	\$2,798	\$2,938
Library Tech. I		\$2,789	\$2,927	\$3,074	\$3,227	\$3,388
Parks Utility I		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Receptionist/Utility Billing Specialist		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Utility Billing Specialist		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Office Assistant		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Utility Worker I		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Library Tech. II		\$2,940	\$3,086	\$3,241	\$3,405	\$3,572
Legal Assistant		\$2,984	\$3,143	\$3,303	\$3,461	\$3,622
Bldg/Admin Secretary		\$3,102	\$3,257	\$3,422	\$3,651	\$3,772
Planning Secretary		\$3,102	\$3,257	\$3,422	\$3,651	\$3,772
Municipal Court Clerk		\$3,102	\$3,257	\$3,422	\$3,651	\$3,772
Public Works Office Assistant		\$3,102	\$3,257	\$3,422	\$3,651	\$3,772
WWTP Operator I		\$3,102	\$3,257	\$3,422	\$3,651	\$3,772
Parks Utility II		\$3,452	\$3,624	\$3,808	\$3,998	\$4,196
Utility Worker II		\$3,452	\$3,624	\$3,808	\$3,998	\$4,196
Librarian I	**	\$3,625	\$3,921	\$4,039	\$4,160	\$4,285
Communications Officer		\$3,526	\$3,700	\$3,885	\$4,080	\$4,285
Parks Specialist		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Collections System Operator		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Mechanic II		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Utility Craftsman		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Utility Plumber		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
WWTP Operator II		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Water Systems Operator		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Water System Filtration Operator		\$3,646	\$3,825	\$4,017	\$4,218	\$4,428
Engineering Tech. I		\$3,898	\$4,089	\$4,294	\$4,508	\$4,732
Water Treatment Operator		\$4,009	\$4,224	\$4,440	\$4,655	\$4,870
WWTP Operator III		\$4,109	\$4,316	\$4,531	\$4,759	\$4,995
Engineering Tech. II		\$4,335	\$4,551	\$4,778	\$5,018	\$5,270
PW Construction Inspector		\$4,335	\$4,551	\$4,778	\$5,018	\$5,270

** Part-time positions in excess of 24 hours per week are represented by AFSCME, while Summer Labor and Part-time staff working less than 24 hours a week are not.

APPENDIX A-2 WAGE SCHEDULE

Effective July 1, 2014

Position		Step 1	Step 2	Step 3	Step 4	Step 5
		Monthly Salary Range				
Library Assistant	**	\$2,055	\$2,158	\$2,265	\$2,379	\$2,498
Secretarial/Clerical	**	\$2,478	\$2,602	\$2,732	\$2,868	\$3,012
Library Tech. I		\$2,859	\$3,001	\$3,151	\$3,307	\$3,472
Parks Utility I		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Receptionist/Utility Billing Specialist		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Utility Billing Specialist		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Office Assistant		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Utility Worker I		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Library Tech. II		\$3,013	\$3,163	\$3,322	\$3,490	\$3,661
Legal Assistant		\$3,058	\$3,221	\$3,385	\$3,548	\$3,713
Bldg/Admin Secretary		\$3,179	\$3,339	\$3,508	\$3,742	\$3,866
Planning Secretary		\$3,179	\$3,339	\$3,508	\$3,742	\$3,866
Municipal Court Clerk		\$3,179	\$3,339	\$3,508	\$3,742	\$3,866
Public Works Office Assistant		\$3,179	\$3,339	\$3,508	\$3,742	\$3,866
WWTP Operator I		\$3,179	\$3,339	\$3,508	\$3,742	\$3,866
Parks Utility II		\$3,539	\$3,715	\$3,903	\$4,097	\$4,301
Utility Worker II		\$3,539	\$3,715	\$3,903	\$4,097	\$4,301
Librarian I	**	\$3,716	\$4,019	\$4,139	\$4,264	\$4,392
Communications Officer		\$3,614	\$3,793	\$3,982	\$4,181	\$4,392
Parks Specialist		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Collections System Operator		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Mechanic II		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Utility Craftsman		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Utility Plumber		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
WWTP Operator II		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Water Systems Operator		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Water System Filtration Operator		\$3,737	\$3,921	\$4,117	\$4,323	\$4,539
Engineering Tech. I		\$3,996	\$4,191	\$4,401	\$4,621	\$4,851
Water Treatment Operator		\$4,109	\$4,330	\$4,551	\$4,771	\$4,992
WWTP Operator III		\$4,212	\$4,424	\$4,644	\$4,878	\$5,120
Engineering Tech. II		\$4,443	\$4,665	\$4,897	\$5,144	\$5,401
PW Construction Inspector		\$4,443	\$4,665	\$4,897	\$5,144	\$5,401

** Part-time positions in excess of 24 hours per week are represented by AFSCME, while Summer Labor and Part-time staff working less than 24 hours a week are not.

APPENDIX A-3 WAGE SCHEDULE

Effective July 1, 2015

Position		Step 1	Step 2	Step 3	Step 4	Step 5
		Monthly Salary Range				
Library Assistant	**	\$2,106	\$2,211	\$2,322	\$2,438	\$2,560
Secretarial/Clerical	**	\$2,540	\$2,667	\$2,800	\$2,940	\$3,087
Library Tech. I		\$2,930	\$3,076	\$3,230	\$3,390	\$3,559
Parks Utility I		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Receptionist/Utility Billing Specialist		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Utility Billing Specialist		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Office Assistant		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Utility Worker I		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Library Tech. II		\$3,089	\$3,243	\$3,405	\$3,577	\$3,753
Legal Assistant		\$3,135	\$3,302	\$3,470	\$3,637	\$3,806
Bldg/Admin Secretary		\$3,259	\$3,422	\$3,596	\$3,836	\$3,963
Planning Secretary		\$3,259	\$3,422	\$3,596	\$3,836	\$3,963
Municipal Court Clerk		\$3,259	\$3,422	\$3,596	\$3,836	\$3,963
Public Works Office Assistant		\$3,259	\$3,422	\$3,596	\$3,836	\$3,963
WWTP Operator I		\$3,259	\$3,422	\$3,596	\$3,836	\$3,963
Parks Utility II		\$3,627	\$3,808	\$4,001	\$4,200	\$4,409
Utility Worker II		\$3,627	\$3,808	\$4,001	\$4,200	\$4,409
Librarian I	**	\$3,809	\$4,119	\$4,243	\$4,371	\$4,501
Communications Officer		\$3,705	\$3,888	\$4,081	\$4,286	\$4,501
Parks Specialist		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Collections System Operator		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Mechanic II		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Utility Craftsman		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Utility Plumber		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
WWTP Operator II		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Water Systems Operator		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Water System Filtration Operator		\$3,830	\$4,019	\$4,220	\$4,431	\$4,652
Engineering Tech. I		\$4,095	\$4,296	\$4,511	\$4,736	\$4,972
Water Treatment Operator		\$4,212	\$4,438	\$4,665	\$4,890	\$5,116
WWTP Operator III		\$4,317	\$4,535	\$4,760	\$5,000	\$5,248
Engineering Tech. II		\$4,554	\$4,781	\$5,019	\$5,272	\$5,536
PW Construction Inspector		\$4,554	\$4,781	\$5,019	\$5,272	\$5,536

** Part-time positions in excess of 24 hours per week are represented by AFSCME, while Summer Labor and Part-time staff working less than 24 hours a week are not.

APPENDIX B

Job Family Groupings

Family Groupings by Job Classifications from most required to least required knowledge, skills and abilities for the purpose of bumping in the event of a layoff:

Classification 1

Engineer I
PW Construction Inspector
Engineering Technician II
Engineering Technician I

Classification 2

WWTP Operator III
Pretreatment Coordinator
WW Engineering Technician II
WW Engineering Technician II/Pre-Treatment Coordinator
WWTP Operator II
WWTP Operator I

Classification 3

Water Treatment Operator
Collections System Operator
Parks Specialist
Water Systems Operator
Mechanic II
Utility Craftsman
Utility Plumber
Mechanic I
Utility Worker II/Park Utility II
Utility Worker I/Parks Utility I

Classification 4

Communications Officer
Engineer/Building/ Secretary
Planning Secretary
Building and Administration Secretary
Public Works Office Assistant
Municipal Court Clerk
Legal Assistant
Receptionist/Utility Billing Specialist
Utility Billing Specialist
Office Assistant
Receptionist/Counter Clerk

Classification 5

Librarian I
Library Technician II
Library Technician I
Library Assistant

Classification 6

Building Inspector II
Building Inspector I