

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF WARRENTON

&

**LOCAL 2746-5 AND COUNCIL 75 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

July 1, 2013 – June 30 2017

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PREAMBLE

This Agreement is entered into by the CITY OF WARRENTON, hereinafter referred to as the "City," and Local 2746-5 and COUNCIL 75 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, hereinafter collectively referred to as the "Union."

The parties agree as follows:

ARTICLE 1 – BARGAINING UNIT AND RECOGNITION

1.1 The Bargaining Unit

The bargaining unit shall consist of all regular full-time employees and part-time employees in the City, excluding supervisory and confidential employees, police officers and casual or temporary employees who work less than nine hundred and sixty (960) hours in a calendar year.

1.2 Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours, and other conditions of employment for such employees.

ARTICLE 2 – NONDISCRIMINATION, UNION MEMBERSHIP AND CHECK OFF

2.1 Nondiscrimination

The City and the Union shall not discriminate against any employees or applicant for employment based upon such person's age, race, religion, color, sex, national origin, marital status or political affiliation. An alleged violation of this section shall be grievable only to the City Manager's level.

2.2 Union Membership

Membership or non-membership in the Union shall be the individual choice of employees. Any employee who chooses not to join the Union and who has been employed in the bargaining unit shall make monthly payments in lieu of dues to the Union. Such payments shall not exceed the periodic dues uniformly required of members. Any employee who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union, shall make equivalent periodic payments in lieu of dues to a non-religious charitable organization mutually agreed upon by the employee and the Union.

2.3 Check-Off

The City agrees to deduct the Union membership dues and payments in lieu of dues once each month from employees covered by this bargaining agreement. The amount to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement containing employees name, mailing address, telephone number and social security number to the Union by the tenth day of the succeeding month after such deductions are made. The City shall not be liable for any error.

The Union will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article.

2.4 Change in Personnel

The City agrees to furnish the Union, monthly, a listing of all new employees hired, employees on leave without pay, and all employees terminated during the preceding month. Such listing shall contain the names of employees, along with their job classifications, work locations, home addresses and dates of employment.

2.5 Union Orientation: The Employer will provide the Union up to 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. The Union will also provide a copy of the current collective bargaining agreement and provide a brief overview of its terms. This time is not to be used for discussion of labor/management disputes.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed.
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.

- C. To determine the need for a reduction or an increase in the work force.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment, to determine compliance with statutory laws and regulation;
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Except as provided by ORS 243.650 utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure.

ARTICLE 4 – WORK WEEK

4.1 Work Week

The normal workweek shall consist of forty (40) hours to be worked as outlined below:

- A. City Hall. The workweek for City Hall employees consists of five (5), eight (8) hour days (Monday-Friday, 8:00 am to 5:00 pm) with a one (1) hour uninterrupted unpaid lunch period.
- B. Public Works Department. The workweek of Public Works Department employees shall consist of five (5) consecutive, eight (8) hour days (Monday-Friday, 7:00 am to 3:30 pm) with a one-half (1/2) hour uninterrupted, unpaid lunch period.

4.2 Work Schedules

Eight (8) consecutive hours of work, except for interruptions for lunch periods, shall constitute a workday. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Starting times may be staggered for individual employees or groups of employees, provided employees have a minimum of sixteen (16) hours off between regular work shifts.

4.3 Rest Periods

All employees will have a fifteen (15) minute paid rest period for every segment of four (4) hours (or major part of four hours) worked in one work period. This time must be taken in addition to and separately from time allowed for meals. Insofar as possible, the break should be taken approximately midway in the segment of work.

4.4 Meal Periods

- A. Unpaid meal periods of not less than thirty (30) minutes must be taken by employees who work shifts of six (6) hours or more.

4.5 Clean up Time

Employees shall be granted reasonable cleanup time as needed prior to the end of each work shift. The City shall provide the required facilities for employees' cleanup times and shall arrange work schedules so that employees may utilize cleanup time.

4.6 Educational Training

- A. Whenever the City requires an employee to attend a school, seminar or workshop to improve work skills, the employee shall be paid for all wages earned under this contract.
- B. When the City allows an employee to attend such training during scheduled work hours, but does not require it, attendance for any hours over eight (8) per day or forty (40) per week shall be voluntary by the employee and not subject to pay at overtime rates.
- C. If travel for training is required before 7:00 am or after 6:00 pm, the cost of any meals will be allowed as part of incurred expenses for which the employee is reimbursed.

ARTICLE 5 – HOLIDAYS

5.1 Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve
Labor Day	"One Personal Day"

Any day on which City Hall is closed to recognize or observe as a holiday, and is not specifically outlined above, shall, upon agreement of the parties, in future years become recognized and observed as a paid holiday under this Agreement. "One Personal Day" – requests for this day is the same process as for vacation requests. Personal day (8 hours) must be used in a one-day increment and in the fiscal year or is forfeited.

5.2 Holiday Pay

Eligible employees shall receive one (1) day's pay (8 hours) for each of the holidays listed above on which they perform no work.

5.3 Weekend Holidays

Whenever one of the above holidays falls on Saturday or Sunday, the preceding Friday, or succeeding Monday, respectfully, shall be observed as the holiday.

5.4 Holiday During Leaves

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

5.5 Holiday Work

If an employee works on any of the above holidays, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half.

ARTICLE 6 – SICK LEAVE

6.1 Rate

All regular full-time employees shall be entitled to eight (8) hours of sick leave with pay for each calendar month of City service with limited accrual rate of 1260 hours.

6.2 Sick Leave

Sick leave use will be allowed for eligible employees for any absence due to:

- A. Personal injury or illness.
- B. Temporary disability which keeps the employee from performing their regular duties.
- C. Personal medical and dental appointments.
- D. Bona fide illness of an immediate family member such as spouse, children or other relative living in the employee's household where it is mandatory that the ill person requires an attendant, or accompaniment to a medical appointment.
- E. Pregnancy and parental leave due to the birth or adoption of a child by the employee.

6.3 Conditions

Payment of sick leave benefits is conditioned upon the employee notifying a department supervisor or in their absence the City Manager's office of their illness within the first fifteen (15) minutes of the work shift, unless emergency precludes such notification. Failure to give required notice shall result in the loss of leave benefits for such absence(s).

6.4 Certification of Illness

The employee may be required to provide certification of illness or a written release to return to work from a qualified health care provider whenever the employee has taken more than three (3) consecutive days of sick leave or by the request of the department head or City Manager.

6.5 Unused Sick Leave

Except as herein provided, employees shall not be paid for any unused sick leave benefits upon termination of employment. The City will allow those employees who use sixteen (16) or less hours of sick leave per year to convert sixteen (16) hours of accrued sick leave to sixteen (16) hours of accrued vacation. Such conversion is made on an annual basis using the City's fiscal year of July 1st through the following June 30th.

6.6 Sick Leave Pay

Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the regular employee would have earned had such employee worked their regularly scheduled workday.

6.7 Donation of Sick Leave

The City will allow employees to donate surplus sick leave time to other employees on an individual need basis, with approval by the commission, and only for the most serious cases of extended illness or injury.

6.8 Flex

Employees may flex up to two (2) hours per month at the beginning or end of the workday, with the supervisor's approval for doctor, dental or optical appointments.

ARTICLE 7 – COMPASSIONATE LEAVE

7.1 Death in the Family

In the event of a death in the employee’s immediate family, including spouse, children, relative living in the employee’s household, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step children or member of immediate household, parents, grandparents and grandchildren, an employee shall be granted leave of absence with pay, not to exceed five (5) working days.

7.2 Funerals

When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony for anyone other than immediate family, the employee will be granted time off to perform such duty, but time not worked shall be taken from accrued vacation.

ARTICLE 8 – VACATIONS

8.1 Amount of Vacation and Eligibility Requirements

Employees shall accrue vacation leave in accordance with the following schedule, based upon their length of continuous service as full-time employees of the City:

		<u>Monthly</u>	<u>Yearly</u>
	<u>Days</u>	<u>Hours</u>	<u>Hours</u>
0 through the 35th Month	10 days	6.67 hours	80 hours
36th Month through the 71st Month	12 days	8 hours	96 hours
72nd Month through the 119th Month	15 days	10 hours	120 hours
120th Month through the 179th Month	18 days	12 hours	144 hours
180th Month through the 239 th Month	20 days	13.34 hours	160 hours
240 Months+	25 days	16.66 hours	200 hours

During the first nine (9) months of employment employees shall not be eligible to use vacation benefits. Upon the successful completion of the trial period provided for in Section 17.1, the employee shall be credited 6.67 hours of vacation time for each month employed retroactive to the first month of employment.

Continuous service is service unbroken by separation from employment as a full-time employee of the City. Vacation credits shall not accrue during any unpaid leave of absence.

8.2 Vacation Scheduling

Vacation time shall not be used in periods of less than one (1) hours. Scheduling shall normally be in weekly units, but employees may request either a split or a single vacation.

Whenever possible, consistent with the needs of the City and the requirements for vacation relief, and subject to the prior approval of their supervisor, employees may schedule their own vacation times. Subject to operating requirements, vacation time shall be scheduled as between employees on the basis of seniority. Seniority will apply only if the conflicting requests are submitted on the same day.

8.3 Termination of Employment

No payment in lieu of vacation shall be made in the event of death or termination of an employee during the initial trial service period of nine (9) months of continuous service. An employee shall be entitled to payment for accrued vacation leave in the event of death or termination of employment if the employee is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

8.4 Maximum Accumulation

The maximum accumulation of vacation credits shall not exceed four hundred and eighty (480) hours. An employee who has reached his maximum accumulation may request an immediate vacation in order to avoid loss of credits. The supervisor shall have the option of granting the vacation period requested or making payment in lieu thereof.

8.5 Becoming Ill on Vacation

If an employee becomes ill on vacation, they will be allowed to charge that time to their accrued sick leave and not to their accrued vacation leave. A doctor's certification of illness may be required.

ARTICLE 9 – LEAVE WITHOUT PAY

9.1 Approval

Leave without pay may be granted to any regular employee by the City Manager for any period of time up to three (3) months for personal, professional or family reasons, or for time beyond the medically certified period of temporary disability following childbirth.

9.2 Written Requests

All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written request shall be submitted to the employee's supervisor, and referred to the City Manager with the supervisor's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions

and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

9.3 Failure to Return

Failure to return from any leave without pay on or before the designated date, unless approval is given by the City Manager, will be considered a voluntary resignation, and may be cause for denying reemployment with the City. Employees on leave without pay may return to work early, provided notice is given to their supervisor at least five (5) regular City workdays in advance.

9.4 Benefits During Leave

Holiday pay, sick leave and vacation benefits are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, although the employee may elect to personally continue such coverage as provided under the terms of such policies.

9.5 Use of Earned Leave

At the City Manager's discretion, an employee may be required to use any earned but unused vacation and holiday benefits before a leave without pay is granted.

9.6 Use of Sick Leave

Employees who are granted leave without pay for medical or disability reasons must exhaust all accrued sick leave prior to commencing leave without pay. Employees returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. The City will make efforts to provide for reasonable accommodations that do not create an undue burden on the employer as applicable by law.

9.7 The City agrees to abide by FMLA/OFLA.

ARTICLE 10 – WITNESS OR JURY DUTY

When a city employee is called for jury duty, or is subpoenaed as a witness as a result of their duties with the City, the employee shall not suffer any loss of his regular city compensation during such absence; however, the employee shall be required to transfer any compensation received for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued.

Any employee who is released from jury duty before 3:00 in the afternoon will be expected to report to work on that day.

ARTICLE 11 – HEALTH AND WELFARE

11.1 Health and Welfare

Effective upon execution, the City will provide Medical, Dental and Vision insurance for the life of this Agreement. The City's obligation to contribute to premiums under this section shall be ninety percent (90%) aggregate premium of the plans described in this paragraph. Employees shall contribute ten percent (10%) of the aggregate premium through pay roll deduction.

The City will continue status quo insurance until December 31, 2013. Eligibility for health insurance is subject to the terms of CCIS insurance provider.

Effective January 1, 2014, the City will provide full-time employees and their dependents CIS plan HDHP-1, including RX, herein referred to as "HDHP" plan, Dental-ODS Plan II, Ortho, Alternative Care Rider, and Vision VSP 24/24/24.

Effective upon implementation of the CIS HDHP-1 plan on January 1, 2014, the City will establish an Health Saving Account (HSA) for each employee and contribute in the following manner: In the first pay period of January 1, 2014, the City will pay a lump sum contribution to the employee's HSA account in the amount of \$1,500 for employee only or \$3,000 for employee with one dependent or more elected.

1. Effective January 1, 2015, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account.
2. Effective July 1, 2015, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account.
3. Effective January 1, 2016, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account.
4. Effective July 1, 2016, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account.
5. Effective January 1, 2017, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account.
6. Effective July 1, 2017, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one dependent or more elected to the employee's HSA account. Parties agree that this specific Section 4 for HSA

payment on July 1, 2017 exceeds the normal term of the CBA and is the only enforceable term beyond the normal contract ending term of June 30, 2016, excluding any statutory status quo obligations.

7. For employees hired after January 1, 2014, the City will pay the next chronological lump sum payment after hire as indicated above
8. Part-Time Employees. Part-time employees will be prorated based on budgeted FTE hours worked.
9. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Employees may opt for greater medical coverage so long as it is allowable by the rules of the carrier, and the City's contribution shall be limited to the contribution specified in this section.

Orthodontia coverage is part of the current dental plan and included with the total premium.

11.2 Life Insurance

The City shall provide each employee with group life insurance in the amount of thirty thousand dollars (\$30,000).

11.3 Workers' Compensation

All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act.

An employee who is eligible for workers' compensation pay, and who has sufficient sick leave accumulated, shall receive at the employee's option, pro-rated sick leave payments equal to the difference between the workers' compensation payment and the regular net salary, taking into consideration that workers' compensation payments are tax free.

The City will continue to contribute to the payment of health and welfare insurance for employees who are absent from work due to an on-the-job injury for one (1) year following the date of disability.

11.4 Continuation of Benefits

The City shall continue to pay the insurance premiums for the plans under 11.1 and 11.2 for up to four (4) consecutive months, including leaves taken under FMLA/OFLA for employees not working because of illness or injury.

11.5 Loss of Continuation of Benefits

Any employee who is absent from work other than for illness or injury shall not be entitled to the provisions of 11.4 above.

An employee absent from work for other than illness or injury may submit a request, in writing, to their supervisor requesting permission to pay the cost of insurance premiums for up to a maximum of 18 months. Such payments shall be submitted to the City no later than the first day of each month, subject to insurance carrier eligibility rules.

IRS 125 Plan. The City shall provide the employees with the IRS Plan 125 with a medical insurance premium, flexible savings and dependent care accounts. Participation shall be voluntary, however employees must give notice of intent not to participate upon hire or open enrollment.

11.6 Insurance Committee

The parties recognize the value to monitor and evaluate health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in current conditions. The parties agree to meet as a voluntary insurance committee quarterly to discuss insurance trends, plans and options. The meetings can be attended by union representatives and employees, City management and executive representatives, and non-represented employees, with one of each group serving together to direct the meetings. The meetings are non-binding and informal intended to serve as informational and as an evaluation of the conditions. The meetings should be posted 30 days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will give respective notice, as under PECBA, for further inquiry for additional discussions with the Union or City or provide a request to bargain. Participation in the committee does not waive any rights under PECBA.

ARTICLE 12 – COMPENSATION

12.1 General

Employees shall be compensated in accordance with the following and the wage schedule attached to this agreement and marked Exhibits “A” and “B” which is hereby made a part of this agreement. Payroll errors shall be corrected within thirty (30) days of notice to the City.

A. Salaries:

Effective and retroactive to July 1, 2013, the salary scale will be increased by 2.5% (two and one-half) across the board.

Effective July 1, 2014, the salary scale will be increased by 2.5% (two and one-half percent) across the board.

Effective July 1, 2015, the salary scale will be increased by 2.5% (two and one-half percent) across the board.

Effective July 1, 2016, the salary scale will be increased by 2.5% (two and one-half percent) across the board.

Range Adjustments:

Effective July 1, 2013, the Public Works Secretary position will be moved from Range 15 to Range 16.

Effective July 1, 2013, the Utility Worker II position will be moved from Range 18 to Range 19. The job description will be modified to reflect the job requirement of only one of three certifications required for the Position. Employees Larry Neahring and Jay Bandeen are grandfathered into not requiring certifications for this position.

Effective July 1, 2013, the Marina Maintainer position will be moved from Range 15 to Range 16.

Effective July 1, 2013, the GIS Technician position will be moved from Range 20 to Range 21.

Effective July 1, 2014, the Public Works Secretary position will be moved from Range 16 to 17.

Effective July 1, 2014, the GIS Technician position will be moved from Range 21 to 22.

Union and employees agree not to request reclassification for the above mentioned positions during the term of the agreement.

B. Reclassification. The employee shall submit in writing a complete job description and an explanation for the proposed reclassification to the City Manager. The City shall review the request normally within sixty (60) calendar days of receiving the request. If the review is not completed within the sixty (60) days, the employees shall be notified of the revised date for completion. Following a determination that the duties regularly assigned to the employee are inconsistent with the current classification, the City shall either reclassify the employee or remove the inconsistent duties.

If a position is reclassified, the employee shall be placed into the new range at the closest step that is higher than their current rate.

If an employee's classification is denied, the employee may appeal the decision to advisory arbitration. The arbitrator's authority shall only extend to an explanation of why the City's decision is inappropriate in his/her view. The arbitrator shall have no

authority to substitute his/her discretion for that of the City on classification matters.

The parties shall follow the procedure for selection of arbitration and the timelines for the process as set as set forth in Article 14 Settlement of Disputes Step 3.

12.2 Overtime

Employees covered by this Agreement shall be compensated at time and one-half their applicable hourly rate for work under the following conditions, but in no event shall compensation be paid twice for the same hours worked. Restriction does not apply to call back time per Article 12.4.

- A. All authorized work performed in excess of eight (8) hours on any work day period.
- B. All authorized work performed in excess of forty (40) hours in any work week period.
- C. All work performed before or after any scheduled work shift, not including part time employees under 40 hours a week.

12.3 Pay Periods

Payroll is paid bi-monthly.

12.4 Call-back Time

Any employee called back to work after completing the employee's regularly scheduled shift on that day shall be paid a minimum of three (3) hours pay at the overtime rate of time and one-half, except each phone call (in or out going) not resulting in a call back to work shall be compensated with fifteen (15) minutes pay at the overtime rate of time and one-half. Compensation for call-outs are limited to three (3) call-outs at the three (3) hour rate, or actual overtime worked in excess of 9 hours in a any twenty four (24) hour period whichever is to the employees' advantage during an off-duty day. Parties acknowledge that by practice and interpretation of this section, the 3-hour call out period is for all work and calls during that period. Off-duty is defined as Saturday, Sunday and holidays. If an employee is called out again within an initial callout, the callout is included.

12.5 Personal Automobile

Employees required to use personal automobiles for City business shall be reimbursed at the current IRS rate per mile.

12.6 Hours of Work

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

12.7 Retirement

The City shall participate in the Public Employees Retirement System (PERS) and places the employees on the coverage as required by state law.

The City will contribute the employee's amount of the actuarial rate set by PERS towards the employee's retirement.

The employer will contribute six percent (6%) of the employee's salary to PERS.

12.8 Deferred Tax Plan

The City shall provide an opportunity for all employees to save a portion of their salary in a tax-deferred plan using contributions paid by the employee. The amount saved, plus all accrued interest, is not taxed until the employee receives the money.

12.9 Salary Steps

On the first anniversary of a regular employee's date of hire, the employee may receive a salary step increase to the next step of their job classification salary range as shown on the appropriate salary schedule, if the employee has successfully completed their probationary period. Thereafter on each anniversary, an employee may receive a one-step salary increase provided the employee has an overall satisfactory performance evaluation.

12.10 Work out of Classification

An employee who is assigned to work in a higher classification for more than one continuous hour shall be paid the 1st step of that position or will receive a five percent (5%) differential, whichever is higher. Public Works Maintenance Worker will receive 5% increase in pay whenever assigned to Refuse Collector I or II.

12.11 Longevity Pay

Employees' longevity pay shall be based on a percentage of the yearly gross salary of the employee as follows:

- 1% after 15 years
- 2% after 20 years
- 3% after 25 years

Longevity steps are not cumulative

12.12 Parks Advisory Board Duties

The employee assigned to the secretarial duties of the Parks Advisory Board shall receive 0.25% (one-twenty fifth of a percent) pay to base salary monthly.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Discipline

Disciplinary action or measures shall include the following: Written reprimand, suspension with notice in writing, demotion, or discharge. Progressive discipline will be used when appropriate. The Local President or shop steward Council Representative or designee will receive a copy of any disciplinary actions. Oral warnings and counseling reduced to writing are not disciplinary and not subject to the grievance process; they can be maintained in the supervisory file, and are not placed in the personnel file.

The employees will only be disciplined for just cause. Any disciplinary action or measure imposed upon an employee may be processed only as a grievance through the regular grievance procedure. If the City has reason to discipline any employee, the City shall make reasonable efforts to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

13.2 Discharge

The City shall not discharge any employee covered by this agreement without just cause. If, in any case, the City feels there is just cause for discharge, the City Manager shall notify the employee and the Union of the particular charges and of the fact that a discharge is being considered. Such notification shall state in detail the nature of the offense for which the employee is being considered for discharge. The City Manager shall afford the employee a formal opportunity to refute the charges orally or in writing. Any employee recommended for discharge may be placed on paid leave. A pre-termination hearing will be offered to the employee prior to termination.

The Union shall have the right to take up the suspension, demotion or discharge as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

13.3 Probationary Employees

The provisions of this article shall not apply to employees who have not completed the probationary period of employment.

ARTICLE 14 – SETTLEMENT OF DISPUTES

14.1 Grievance and Arbitration Procedures

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. The employees shall discuss the grievance on an informal basis with their immediate supervisor within fifteen (15) working days from the date the employee knows or should have known of the alleged violation.

Step 2. If the grievance is not resolved within the fifteen (15) working days by discussion with the supervisor, the employee or the Union shall present any grievance or dispute to the City Manager within fifteen (15) working days. The City Manager shall respond to the employee and the Union in writing within ten (10) working days. The written grievance shall contain the following information:

- A. A statement of the grievance and the facts to support it.
- B. The article and section of the Agreement which has been breached.
- C. A description as to exactly how this Agreement was breached, setting forth who, what, when, where and why.
- D. A statement of the remedy or resolution being sought by the employee.

If the union wishes to modify the written grievance as originally filed, the amended grievance must be submitted in writing and address section (a) through (d) above or only the grievance as originally filed shall be considered by an arbitrator and the union shall be barred from submitting the amended grievance to arbitration.

Should the City representatives fail to respond in the designated time periods outlined in this Step, the Union shall have the right to move the dispute to the next step.

Step 3. Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s), is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within 30 days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within 60 days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration. The arbitration shall be limited to the

issues raised in the written grievance filed by the employee or Union. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as practical after the case is submitted to the arbitrator.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names of arbitrators with offices in Oregon or Washington. The opportunity to strike the first name shall be determined by lot. The process shall be repeated and the remaining person shall be the arbitrator. The parties agree to set an arbitration date within 20 days of selecting an arbiter. If the moving party fails to participate in setting an arbitration date within such time, the matter is dismissed. The designated arbitrator shall set a time and place for the hearing, which is agreeable to both parties. Expenses for the arbitration shall borne upon the party or parties as determined by the arbiter. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this agreement and shall have no authority to add to, modify, or detract from this agreement. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 15 – SENIORITY LAYOFF

15.1 Definition

For the purpose of this Agreement, seniority will be defined as a full time permanent employee(s), as defined by City Personnel Policy 1.9.21 (2-16-96), length of continuous service as an employee(s) 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.

15.2 Break in Service

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

15.3 Temporary Employees

Bargaining unit employees will not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the work of bargaining unit employees on the layoff list.

15.4 Definition

A layoff is defined as separation from the City due to the elimination of a position due to budgetary or reorganization constraints. Layoffs are by classification. An employee and the Union will be given written notice of a layoff at least thirty (30) calendar days before the effective day, stating the reasons for the layoff, and options the employee has. The employee will have five (5) working days from the receipt of the layoff letter to notify the City of the employee's option.

Employee will have the following options:

- A. Accept the layoff.
- B. Request assignment to a vacant position within the City for which they possess the necessary qualifications.
- C. Displace the employee with the lowest seniority in the same classification in the City if the employee is qualified for that position.
- D. Displace the employee with the lowest seniority in the City in another classification in which the employee has prior service.

The qualification of an employee to bump will depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at an acceptable level of performance with thirty (30) days on-the-job orientation as determined by the Department Head and the City Manager.

Displaced employees will be allowed to select options (1) through (5) above.

15.5 Payment of Lower Classification

Employees who displace an employee in a lower pay scale will be paid the salary of the displaced employee.

15.6 Ties in Seniority

Ties in seniority will be broken by lot.

15.7 Recall

Employees who are laid off will be placed on a layoff list by classification from which the employee is laid off. Employees will 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 will be offered in seniority order to other employees on layoff list provided the employee is qualified to perform those duties.

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

An employee's name will remain on the layoff list for twenty-four (24) months.

15.8 Seniority

When the City makes personnel assignments for the following; holiday work, promotions, shifts, or vacancies, seniority along with ability, 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.

15.9 Qualifications and Seniority

Provided that the qualifications and abilities of affected employees are reasonably equal, and that the needs of the City can be adequately fulfilled, employees with seniority shall be given preference in filling new positions, promotions and filling vacancies.

15.10 Posting

City shall post all bargaining unit vacancies for at least five (5) working days. Bargaining unit employees are eligible to apply for such vacancies, with the City giving first consideration to City employees prior to advertising the position to the general public.

ARTICLE 16 – STRIKES AND LOCKOUTS

There shall be no lockouts on the part of the employer, nor suspension of work on the part of the employees.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Trial Service

- A. Upon hiring, employees shall serve a probationary period of nine (9) months. Employees on trial service do not have grievance rights for any disciplinary action imposed by the City including termination.
- B. Upon promotion, employees shall serve a promotional probationary period of three (3) months.

1. If an employee is unable to do the duties of the new position or wishes to be returned to the employee's previous position within the probationary period, they shall be able to do so without penalty of any kind.

17.2 Bulletin Boards

The City agrees to furnish and maintain a suitable bulletin board space to be used by the Union. The Union shall use such board to post notices and bulletins concerning routine Union matters.

17.3 Uniforms and Protective Clothing

The City shall maintain the current practice. If steel-toed boots are required to be worn by an employee, the City will provide in the same manner as other protective clothing.

17.4 Visits by Union Representatives

The City agrees that accredited representatives of the Union, whether Local Union representatives, District Council, or International Union shall have reasonable access to the premises of the City to conduct Union business. Such visits shall not interfere with the normal operation of the department.

17.5 Health and Safety

Federal and state safety regulations shall be strictly observed by the City, the Union, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City. Violations of this paragraph shall be reported to the proper governmental agency and not processed as grievances. It is understood and agreed that employees who are disciplined for safety violations shall have the right to grieve the discipline.

17.6 Personnel Records

- A. The City will maintain only one (1) official personnel file. Employees may inspect the contents of their personnel file, excluding confidential reports received from reference sources. A separate file shall be maintained by the City for grievances.
- B. Disciplinary notices and other documents critical of an employee's performance or conduct will not be placed in that employee's personnel file until after the employee has had an opportunity to review, initial and date such document(s). If an employee believes the information contained in a document to be placed in their personnel file is incorrect, the employee may submit a written, dated explanation within ten (10) days of receipt of document.

- C. The City shall remove from the employees' personnel files any written reprimands, which are over thirty (30) months old, provided that the employee has received no additional discipline during that period.

17.7 Travel Expenses

- A. Travel requests, for any purpose, must be approved by the employee's supervisor and the City Manager in advance of the travel. Travel shall be by the least expensive mode as feasible.
- B. Vehicle travel should be as follows:
 - 1. If a City car is available, it should be used. A gas credit card is available from the cashier.
 - 2. If a City car is not available, the employee may use his or her own car. Reimbursement will be equal to the Internal Revenue Service allowance for mileage.
 - 3. Reimbursements for lodging and subsistence shall be paid only if the amounts are not included in the conference or meeting package.
- C. Meals: Meals will be by IRS per diem. Meals provided by the attended function are not reimbursable.

17.8 Personal Equipment

Public Works and Marina personnel will have rain gear and hat, gloves, coveralls, hard hat, hip boots and short boots supplied by the City. Replacement of these items is authorized, as needed, when they become unserviceable due to wear and tear. All City issued gear is to be used only while on a City job. The Department Director shall determine the brand of item to be supplied.

17.9 Inclement Weather Policy

Employees are expected to report to work in any weather condition. If due to power outages, severe weather conditions, or for any other weather-related reason, the employee is unable to get to work, the employee will not be paid for the time missed. The employee may use accrued vacation time in such situation only if the employee calls their supervisor and reports that they are unable to get to work due to adverse weather conditions.

ARTICLE 18 – PART TIME/TEMPORARY EMPLOYEES

Notwithstanding any other provisions of this Agreement, regular part time employees who are members of the bargaining unit shall obtain the benefits described in this Article and may use them in the same manner as full time employees.

Temporary employees, as defined in Article 1, Recognition, shall not be eligible for benefits except for PERS in accordance with rules adopted by PERS. Temporary employees who are promoted to a regular part or full time position shall be credited time served towards the time required to utilize vacation.

Part time employees:

- A. Probationary Period. A part time employee shall work a probationary period of nine (9) months.
- B. Calculation. The prorating of vacation, sick leave, and holidays is based on a percentage of FTE hours. (ie: .5 FTE is 50%, .75 FTE is 75% benefit provided)
- C. Compassionate Leave. A part time employee shall be granted compassionate leave for the hours of scheduled work up to three (3) days.
- D. Life Insurance. A part time employee shall be provided with a term life insurance policy of thirty thousand dollars (\$30,000).
- E. Health Insurance: Part time employees under the bargaining agreement are subject to prorated benefits on FTE to the nearest hundredth (ie: .5 FTE, .75 FTE).

ARTICLE 19 – FUNDING

The parties recognize that revenue needed to fund the compensation provided by the Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens.

In the event of the failure of the City budget to receive voter approval, the City and the Union agree to discuss the economic provisions of this Agreement. The purpose would be to consider reductions and procedures for effecting them. The City retains its rights to make final determinations on all levels of service, consistent with the provisions of this Agreement.

ARTICLE 20 – SAVINGS CLAUSE

Should any Article, section or portion thereof in this Agreement be in violation of rule or law or be held unlawful, invalid or unenforceable by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by the inability of the employer of the employees to perform to the terms of the Agreement such decision of said court shall apply only to the specific Article, Section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if possible, for the invalidated Article, Section or portion thereof under the provisions of ORS 243.702.

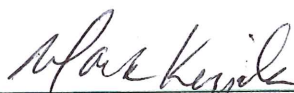
ARTICLE 21 – TERM OF AGREEMENT AND TERMINATION

This Agreement shall be effective upon execution to June 30, 2017.

This Agreement shall open for negotiations no later than March 1, 2017.

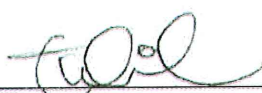
This agreement is signed on this 14 day of November 2013 by AFSCME council 75, AFSCME local 2746-5, and the City of Warrenton.

For the City

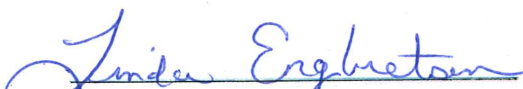


Mark Kujala, Mayor
Date: 11/14/2013

For the Union



Evan Wickersham, AFSCME
Date: 11/12/2013



Linda Engbretson, City Recorder
Date: 11/14/13

Exhibit A – Positions/Salary Ranges

Job Classifications per the July 17, 2002 Letter of Agreement
between the City of Warrenton and AFSCME.

<u>Position</u>	<u>Range</u>
Administrative Assistant	11
General Clerk	11
Marina Accounting Clerk	14
Cashier/Accounting Clerk	15
Utility Account Clerk	15
Public Works Secretary/Clerk	15
Marina Maintainer	15
Park Maintainer	16
Utility Worker I	17
Planning Tech	17
Refuse Worker I	17
Utility Worker II	18
Accounting Technician	18
Refuse Collector II	19
Planner I	19
GIS Technician II	20
Water Quality Tech	21
Water Treatment Facility Operator	21
Waste Water Treatment Plant Op	21
Building Inspector	25

**CITY OF WARRENTON
SALARY SCHEDULE (MONTHLY)
REGULAR UNION EMPLOYEES
2.5% (effective 7/1/13)**

Range	Step A	Step B	Step C	Step D	Step E
11	2,104.41	2,208.92	2,320.56	2,439.40	2,558.24
12	2,208.92	2,320.56	2,439.40	2,558.24	2,687.10
13	2,320.56	2,439.40	2,558.24	2,687.10	2,820.23
14	2,439.40	2,558.24	2,687.10	2,820.23	2,961.94
15	2,558.24	2,687.10	2,820.23	2,961.94	3,112.29
16	2,687.10	2,820.23	2,961.94	3,112.29	3,268.34
17	2,820.23	2,961.94	3,112.29	3,268.34	3,431.47
18	2,961.94	3,112.29	3,268.34	3,431.47	3,603.31
19	3,112.29	3,268.34	3,431.47	3,603.31	3,782.19
20	3,268.34	3,431.47	3,603.31	3,782.19	3,954.04
21	3,431.47	3,603.31	3,782.19	3,954.04	4,168.78
22	3,603.31	3,782.19	3,954.04	4,168.78	4,377.18
23	3,782.19	3,954.04	4,168.78	4,377.18	4,596.06
24	3,954.04	4,168.78	4,377.18	4,596.06	4,825.86
25	4,168.78	4,377.18	4,596.06	4,825.86	5,067.15

**CITY OF WARRENTON
SALARY SCHEDULE (MONTHLY)
REGULAR UNION EMPLOYEES
2.5% (effective 7/1/14)**

Range	Step A	Step B	Step C	Step D	Step E
11	2,157.02	2,264.14	2,378.57	2,500.38	2,622.19
12	2,264.14	2,378.57	2,500.38	2,622.19	2,754.28
13	2,378.57	2,500.38	2,622.19	2,754.28	2,890.73
14	2,500.38	2,622.19	2,754.28	2,890.73	3,035.99
15	2,622.19	2,754.28	2,890.73	3,035.99	3,190.10
16	2,754.28	2,890.73	3,035.99	3,190.10	3,350.04
17	2,890.73	3,035.99	3,190.10	3,350.04	3,517.26
18	3,035.99	3,190.10	3,350.04	3,517.26	3,693.39
19	3,190.10	3,350.04	3,517.26	3,693.39	3,876.74
20	3,350.04	3,517.26	3,693.39	3,876.74	4,052.89
21	3,517.26	3,693.39	3,876.74	4,052.89	4,273.00
22	3,693.39	3,876.74	4,052.89	4,273.00	4,486.61
23	3,876.74	4,052.89	4,273.00	4,486.61	4,710.96
24	4,052.89	4,273.00	4,486.61	4,710.96	4,946.51
25	4,273.00	4,486.61	4,710.96	4,946.51	5,193.83

**CITY OF WARRENTON
SALARY SCHEDULE (MONTHLY)
REGULAR UNION EMPLOYEES
2.5% (effective 7/1/15)**

Range	Step A	Step B	Step C	Step D	Step E
11	2,210.94	2,320.74	2,438.04	2,562.89	2,687.75
12	2,320.74	2,438.04	2,562.89	2,687.75	2,823.13
13	2,438.04	2,562.89	2,687.75	2,823.13	2,963.00
14	2,562.89	2,687.75	2,823.13	2,963.00	3,111.89
15	2,687.75	2,823.13	2,963.00	3,111.89	3,269.85
16	2,823.13	2,963.00	3,111.89	3,269.85	3,433.79
17	2,963.00	3,111.89	3,269.85	3,433.79	3,605.19
18	3,111.89	3,269.85	3,433.79	3,605.19	3,785.72
19	3,269.85	3,433.79	3,605.19	3,785.72	3,973.66
20	3,433.79	3,605.19	3,785.72	3,973.66	4,154.21
21	3,605.19	3,785.72	3,973.66	4,154.21	4,379.82
22	3,785.72	3,973.66	4,154.21	4,379.82	4,598.78
23	3,973.66	4,154.21	4,379.82	4,598.78	4,828.73
24	4,154.21	4,379.82	4,598.78	4,828.73	5,070.17
25	4,379.82	4,598.78	4,828.73	5,070.17	5,323.67

**CITY OF WARRENTON
SALARY SCHEDULE (MONTHLY)
REGULAR UNION EMPLOYEES
2.5% (effective 7/1/16)**

Range	Step A	Step B	Step C	Step D	Step E
11	2,266.22	2,378.76	2,498.99	2,626.96	2,754.94
12	2,378.76	2,498.99	2,626.96	2,754.94	2,893.71
13	2,498.99	2,626.96	2,754.94	2,893.71	3,037.07
14	2,626.96	2,754.94	2,893.71	3,037.07	3,189.69
15	2,754.94	2,893.71	3,037.07	3,189.69	3,351.60
16	2,893.71	3,037.07	3,189.69	3,351.60	3,519.64
17	3,037.07	3,189.69	3,351.60	3,519.64	3,695.32
18	3,189.69	3,351.60	3,519.64	3,695.32	3,880.37
19	3,351.60	3,519.64	3,695.32	3,880.37	4,073.00
20	3,519.64	3,695.32	3,880.37	4,073.00	4,258.07
21	3,695.32	3,880.37	4,073.00	4,258.07	4,489.32
22	3,880.37	4,073.00	4,258.07	4,489.32	4,713.74
23	4,073.00	4,258.07	4,489.32	4,713.74	4,949.45
24	4,258.07	4,489.32	4,713.74	4,949.45	5,196.93
25	4,489.32	4,713.74	4,949.45	5,196.93	5,456.77

MEMORANDUM OF UNDERSTANDING

Between

City of Warrenton
and
AFSCME LOCAL 2746-5

Administrative Assistant
Flexible Schedule

Chana Foley

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the CITY OF WARRENTON and AFSCME LOCAL 2746-5:


WHEREAS, the parties hereto desire by this memorandum of understanding to memorialize in writing the agreement regarding Chana Foley, "employee" as a part-time Administrative Assistant employee. This position is budgeted for a 20 hr. work week.

WHEREAS, due to operational needs, including the nature of the workload and occasional attendance at City Commission evening meetings, the City would like to assign a flexible schedule to the position of Administrative Assistant. The employee is willing and able to work a flexible schedule as a benefit to the employee also.


NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. The parties acknowledge and agree that employee may be assigned a flexible schedule, and not be constrained to the normal 8-5 work-day, as under Article 4.1.
2. Such schedule will be determined by the City Manager or City Recorder. The employee will be given reasonable advance notice of schedule changes.
3. The parties agree that the intent of this agreement is to generally provide a regular and reoccurring schedule with flexibility in scheduling as necessary.
4. Except as specifically provided in this memorandum of understanding, all other terms and conditions of the collective bargaining agreement shall remain in full force and effect. This agreement is non-precedent setting.

FOR THE UNION:


AFSCME Representative Date 11/14/2013

FOR THE CITY:


City Manager Date 11/14/13