

**CONTRACT AGREEMENT**

**FOR**

**THE CITY OF YACHATS**

**AND**

**OREGON AFSCME  
LOCAL UNION 3711**

**2017-2022**

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## **PREAMBLE**

This agreement entered into between the City of Yachats, Oregon hereinafter referred to as the "City" and Yachats Local 3711, American Federation of State, County and Municipal Employees, Council 75, AFL-CIO hereinafter referred to as the "Union", has, as its purpose, the promotion of harmonious relations between the City and the Union; that fosters open communication at all levels of the organization without retribution or retaliation, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Sole Representative**

The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours and benefits and terms and conditions of employment.

### **1.2 Bargaining Unit**

The bargaining unit covered by this contract consists of all employees of the City who are regularly scheduled with work eighty-five (85) hours or more per month, and who are not included in other bargaining units, exclusive of temporary and seasonal employees, and those who are supervisory or confidential as defined by ORS 243.650.

### **1.3 Temporary/Seasonal Employees**

Temporary/Seasonal employees may only be hired by the City to work for less than six (6) consecutive months in any twelve (12) consecutive month period. Temporary/Seasonal employees shall never be hired to fill bargaining unit positions except for the described period of time for a specific purpose such as extra summer time work and filling vacancies on a temporary basis due to a regular employee's extended illness.

## **ARTICLE 2 – NONDISCRIMINATION**

The City, the Union and the employees jointly recognize that they are each required by law not to discriminate against any person by reason of Union membership, age, sex, race, religion, color, national origin, political affiliation, marriage status, **sexual orientation** or mental or physical handicap, as defined by Oregon Revised Statutes.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.1 Management Rights**

Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by this Agreement. The City shall have no obligation to negotiate with the Union with respect to the exercise of its discretion and decision-making.

### **3.2 Examples**

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

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
4. To establish, revise and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future.

5. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules, and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge any employee so long as such action is for just cause.

#### **ARTICLE 4 – UNION SECURITY**

##### **4.1 Union Membership**

Membership or non-membership in the Union shall be the individual choice of employees covered by this contract; provided, however, that any employee who chooses not to become a member of the Union shall pay an in-lieu-of-dues payment to the Union equal to the Union's monthly dues, in order to defray the cost of services for negotiations and contract administration.

##### **4.2 Religious Objections**

Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require the employee to inform the City and the Union of his or her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

##### **4.3 Fair Share**

The City, upon notification from the Union, will deduct and transmit an in-lieu of dues payment from all non-members represented by the Union, as described in Section 4.1. Such uniformly required Union payment shall be determined in accordance with statutory and constitutional requirements. It is further agreed, should an employee who is a non-member object to fair share payment required by this Section and consequently file legal action against the Union or the City because of such payments, the City will not be obligated to collect such fair share payments from the employee until such time as the legal action is resolved.

##### **4.4 Check Off**

The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments at the end of each month from the pay of those employees who have authorized such deductions in writing on membership cards provided by the Union. Such deductions shall be transmitted to the Union by the tenth (10<sup>th</sup>) of each succeeding month. The amounts deducted shall be transmitted monthly to the Union accompanied with a complete list of all employees including new, terminated and fair share. Such listing shall contain the employee's name, address and social security number.

##### **4.5 Hold Harmless**

The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the City's actions pursuant to Sections 4.3 and 4.4 and reimburse fees, costs and expenses.

#### **ARTICLE 5 – CONTRACT NEGOTIATIONS**

The Union negotiating team shall be composed of three designated employees or his/her alternate from the bargaining unit. Two of the Union representatives shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent such meetings are scheduled during working hours of the members attending. The City agrees that the third member shall be allowed to use compensatory time or vacation leave to attend bargaining sessions. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

## **ARTICLE 6 – STRIKES AND LOCKOUTS**

### **6.1 Strikes**

During the term of this Agreement, the Union shall not allow, cause, or counsel its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Any employee who commits any of the acts prohibited in this Article shall be subject to immediate discharge or other disciplinary action as determined appropriate by the City.

In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Union upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.1 Definition**

A grievance is defined as a dispute regarding the application, meaning, enforcement or interpretation of a particular portion of the Agreement or regarding an alleged violation of this Agreement.

A grievance, which represents more than one (1) employee shall be identified as a group grievance. A group grievance shall be initiated with the City within ten (10) days of the time the grievant had or should have had reasonable knowledge of the grievance. The Union may elect to initiate the grievance at Step 2.

### **7.2 Procedure**

Notwithstanding the following procedure, it is the intent of the City and the Union that the grievant first attempt to resolve the grievance informally with his/her supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

#### **STEP 1.**

The employee, with or without a representative of the Union shall first file the grievance, in writing on a standard grievance form, with the employee's immediate supervisor outside the bargaining unit within ten (10) days from the occurrence, or within ten (10) days of the employee's knowledge of its occurrence or within ten (10) days of the date the employee should have reasonably become aware of its occurrence. The written grievance shall include: a statement of the grievance and the relevant facts; the provisions of the contract alleged to be violated or in dispute; and the remedy sought. The supervisor shall meet with the employee and his/her representative and respond to them in writing within ten (10) days.

#### **STEP 2.**

If the grievance remains unresolved, it shall be submitted in writing with a copy of all materials submitted or received at the first step to a representative of the City Council (Mayor or a designee) within ten (10) days of the supervisor's reply. The City representative shall meet with the employee and the Union, if requested, and shall respond to the grievance in writing within ten (10) days.

#### **STEP 3.**

If the grievance remains unresolved, the Union shall, within ten (10) days from the response, notify the City and the State Conciliation Service Division, in writing of its intent to enlist the assistance of the state mediator.

#### **STEP 4.**

If the mediator is unable to enable the parties to resolve the grievance, it may be submitted within ten (10) days to arbitration in the following manner. An arbitrator may be selected within thirty (30) days of the Step 3 response by mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of five (5) names shall be jointly requested from the State Conciliation Service Division. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than ten (10) days after receipt of the list.

The arbitrator shall set a time and place for a hearing, which is agreeable to all parties.

The arbitrator shall render a written decision within thirty (30) days of hearing the dispute. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have the power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

#### 7.3 Expenses

Expenses for the arbitrator's services and the proceedings shall be borne by the losing party. Each party shall be responsible for the cost of presenting its own case in arbitration.

#### 7.4 Limitations

Days as used in this Article and Article 9, Discipline and Discharge, shall mean Monday through Friday, normal City business days. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties.

Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall allow the grievance to go directly to the next step in the procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the grievant that the matter has been resolved.

#### 7.5 Representation

Aggrieved employees shall have the right to be represented by one local representative and/or one Legal Counsel Representative at any level of the grievance procedure, including investigation and attempts at informal resolution prior to the filing of a formal written grievance. Employees in the bargaining unit involved in meetings during working hours, under the grievance procedure, shall be allowed time off with pay for that purpose.

#### 7.6 Witnesses

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the request of either party during any stage of the grievance procedure. In the case of an employee appearance covered by this Agreement, the employee shall be compensated at their regular rate of pay for all time spent for such appearance, as well as traveling to and from the place of appearance, provided such time spent is during the employee's regular work hours.

### **ARTICLE 8 – PROBATIONARY PERIOD**

#### 8.1 Definition

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to observe an employee's work, to train an employee, to assist an employee in adjusting to their position, and to reject an employee whose performance fails to meet required work standards.

#### 8.2 Initial Probation

Every new employee shall serve a six (6) month probationary period. Upon completion of the probationary period, the employee shall become a permanent employee and shall be added to the seniority list. Seniority will be from date of hire.

#### 8.3 Union Orientation

Time will be allowed during a probationary employee's orientation, not more than thirty (30) minutes, for a representative of the Union to meet with the new employee and present written Union information. The Union representative shall suffer no loss of compensation.

#### 8.4 Promotional Probation

Every promoted employee shall serve a probationary period of six (6) months. The promoted employee shall be compensated at the permanent rate of the higher job classification. If, before the end of the probationary period, the promoted employee fails to meet the required work standard, or at the employee's option, the promoted employee shall return to his/her previously held position and wage rate. No promoted employee shall be terminated from employment without just cause.

## ARTICLE 9 – DISCIPLINE AND DISCHARGE

### 9.1 Discipline

The principles of progressive discipline shall be used. Disciplinary action may be imposed upon an employee only for just cause. Progressive discipline shall include, but not be limited to, the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension with or without pay
- d. Demotion
- e. Termination

### 9.2 Confidentiality

If a supervisor has reason to discipline an employee, he/she shall discipline in a manner that will not embarrass the employee before other employees or the public. Employees must be notified that the conversation may lead to disciplinary action and give the opportunity to have a Union representative present during such conversations.

### 9.3 Discharge

Except for employees on initial probation, employees shall be discharged only for just cause. Any employee who is to be discharged shall be considered suspended with pay for a ten (10) day period before such discharge becomes effective. The employee and the Union will be notified immediately in writing that the employee has been so suspended and is subject to discharge, as well as the basis for such action. The employee and a Union representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) days from the date the pre-dismissal notice is delivered. A grievance filed by or on behalf of a discharged employee shall be initiated at Step 2 of the grievance procedure within fifteen (15) days of the discharge.

## ARTICLE 10 – PERSONNEL RECORDS

### 10.1 Exclusive File

There shall be only one (1) personnel file for each employee and that file shall be maintained at City Hall.

### 10.2 Access

Upon request, an employee may inspect the contents of his/her personnel file within 24 hours of such request, with the exception of confidential reports from previous employers. No grievance material shall be kept in the personnel file after the grievance has been resolved, except whatever may be required by the resolution.

### 10.3 Acknowledgment

No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If the employee 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 management representatives that a copy of the document was mailed to the employee at his/her address of record.

### 10.4 Rebuttal

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

### 10.5 Timeliness

With the exception of performance evaluations, material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after thirty (30) months, if no repetition of the same actions mandating any of the above has occurred.

## **ARTICLE 11 – SENIORITY AND PROMOTION**

### **11.1 Definition**

Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit, upon completion of probation. Seniority shall not accrue during leave without pay, except as provided in Article 18, Other Leaves. A single seniority list shall be kept for all employees. It shall be current and available to the Union upon request.

### **11.2 Seniority Termination**

Seniority shall be lost when an employee resigns, is discharged for cause, or exhausts his/her recall from layoff rights.

### **11.3 Open Positions**

Notice of all job openings within the City shall be posted on bulletin boards for a minimum period of five (5) working days with a copy mailed to the Union and any absent employees. All employees shall be given comparable notice and opportunity. Such notice shall include a position description and a statement of all job qualifications. Positions will not be filled during the posting period. Qualified employees applying for promotion or transfers to positions within the City shall be given preference. Where knowledge, skills and abilities are considered to be equal, seniority will be considered over outside applicants. The senior qualified applicant shall be selected.

### **11.4 Training**

Employees wishing to train for future promotion shall be given the opportunity to gain the job experience to the extent consistent with efficient operations, and they shall have the opportunity to place evidence of training acquired off the job in their personnel file.

### **11.5 Computation**

For the purpose of computing seniority, all authorized, paid leave shall be considered time worked. Employees shall accrue seniority proportionate to the actual number of hours they work.

## **ARTICLE 12 – LAYOFF**

### **12.1 Layoff Order**

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No employees shall be displaced by temporary or seasonal employees. Any temporary positions that exist at the time of layoff or are subsequently created shall be offered first to laid off employees.

### **12.2 Layoff Notice**

Employees shall be given at least fifteen (15) calendar days' written notice prior to the effective date of the layoff. Any employee who is to be laid off shall be given bumping rights based upon seniority into any other classification within the same or lower salary range for which he/she is qualified.

### **12.3 Recall Process**

Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification with employees on recall status until all laid off employees in that classification have had an opportunity to return to work. An employee on recall status who applies, and is hired, for a vacancy in the City, other than the classification from which he/she has been laid off, shall remain on the recall list for his/her former classification.

The City shall send a certified letter to the last known address of the laid off employee. The laid off employee shall have fourteen (14) calendar days in which to notify the City of his/her intent. Failure to do so will constitute a waiver of reemployment rights.

### **12.4 Recall Status**

Recall status shall be for twelve (12) months.

### **12.5 Rights and Benefits**

Seniority and benefits shall not accrue during layoff. All seniority rights and benefits to which an employee was entitled at the time of layoff shall be restored upon recall. Probationary employees may not displace full time employees.



## ARTICLE 13 – HOURS OF WORK

### 13.1 Work Hours

The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. Nothing herein shall be construed to prevent the City from changing such schedule when operational needs require such change.

### 13.2 Work Week

The work week shall consist of forty (40) hours on consecutive days from Monday (12:00 a.m.) through Sunday night (11:59 p.m.) except for scheduled standby, or on-call duty. No employee shall be required to work more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days except for emergency situations and then only for the duration of such emergency, or unless an employee requests and the supervisor approves a flexible schedule.

### 13.3 Work Schedules

Schedules showing employee shifts, workdays, and hours shall be posted on the employee bulletin board.

### Flexible Scheduling

It is recognized that having the ability to flex one's schedule in a day or workweek is in both the City's and Employee's best interest. The Employee, with appropriate approval and if the schedule change will not interfere with the operations of the City shall be allowed to waive their right to overtime over 8 hours in one work day if an equivalent amount of time is being taken off within the same 40 hour work week. Employees shall make a reasonable effort to send written notice to their supervisors in advance.

### 13.4 Rest Period

Each employee shall be allowed a fifteen (15) minute rest period during each one half (1/2) shift. The time at which rest periods are taken by an employee shall be scheduled in accordance with the operating requirements of each department and shall be considered compensated time. Employees working four (4) consecutive ten (10) hour days shall receive twenty (20) minute rest periods in the same manner. Employees working overtime shall receive a fifteen (15) minute rest period at the beginning of the overtime period and every two (2) hours thereafter.

### 13.5 Meal Periods

Each employee shall be granted not less than one half hour as a meal period during each work shift. Meal periods shall be scheduled at or about the middle of the work shift, consistent with the operating requirements of each department. The City shall provide a meal period to any employee who is required to work more than four (4) hours beyond his/her scheduled quitting time. The City shall pay each employee who works extra hours the appropriate meal allowance as outlined in Article 21.

### 13.6 Clean up

Employees will be granted personal clean up time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up.

### 13.7 Emergency

An emergency shall be defined as any situation that may reasonably be expected to immediately endanger the health, safety, welfare or property of the public.

### 13.8 Emergency Work

An emergency may be declared by the City, at which time employees' schedules may be changed immediately. Upon the end of the declared emergency, the involved employee shall be returned to their regular schedule and allowed at least twelve (12) hours off work without loss of compensation.

If an employee is not available to respond to an emergency call, then the answering service shall have the responsibility to continue calling names on the list.

### 13.9 Weekday On-Call Duty

If an employee is required by the City to serve weekday on-call duty (4:00 p.m. Monday to 7:30 a.m. Friday), he/she shall be compensated at a rate of one (1) hour's pay for every eight (8) hours of on-call time. This is compensation to the employee for being accessible and ready to serve.

An employee on weekday on-call duty shall be compensated for all hours worked beyond the two hour minimum at the applicable straight or overtime rate.

### 13.10 Weekend On-Call Duty

If an employee is required by the City to serve weekend on-call duty (4:00 p.m. Friday to 7:30 a.m. Monday), the City agrees to pay the employee. The City agrees to pay as follows:

. The City will provide pagers or cell phones to on-call staff.

An employee serving weekend on-call duty shall be compensated at a rate of one (1) hour straight time for every eight (8) hours of on-call time. Emergencies that require an employee to be called back to work on the weekend shall be treated as call back under Section 14.2 of this article.

## **ARTICLE 14 – OVERTIME/COMPENSATORY TIME**

### **14.1 Rate of Pay**

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions with prior approval of the supervisor:

- a) Daily. All work performed in excess of a regularly scheduled eight (8) hour day, or four (4) consecutive ten (10) hour days.
- b) Weekly. All work performed in excess of a regular forty (40) hour work week.
- c) Before or After Regular Hours. All work performed before or after any scheduled work shift.
- d) Saturday Work. All work performed on Saturday that is not part of an employee's work week.
- e) Sunday Work. All work performed on Sunday that is not part of an employee's regular work week.
- f)

Overtime shall be paid at the end of the pay period in which it was earned.

### **14.2 Call Back Pay**

Overtime compensation shall be paid for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of call back. Call back occurs when an employee is called back to do work after he/she has completed his/her regular shift and has checked out from work. Overtime shall be computed to the nearest quarter hour.

### **14.3 Overtime Assignments**

Overtime opportunities shall be offered first to volunteers within the classification. Except in an emergency, employees will be given forty-eight (48) hours advance notice.

### **14.4 Compensatory Time**

Upon approval of the supervisor, employees may elect to take compensatory time off instead of pay for accrued overtime using a time and one-half accrual formula. Accrued compensatory time may not exceed a maximum of 40 hours. Accrued compensatory time in excess of 40 hours shall be paid or the employee required to take the compensatory time off in the next pay period in which it is earned.

## **ARTICLE 15 – HOLIDAYS**

### **15.1 Paid Holidays**

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

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
**Christmas Eve ( ½) half day**

Day after Thanksgiving Day  
Christmas

**The half day Christmas Eve holiday is only observed when that date falls on a Weekday**

15.2 Weekend Holidays

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

15.3 Holiday During Leaves

An employee on an authorized sick leave or vacation when a holiday occurs shall not have such holiday charged against the leave or vacation.

15.4 Holiday Work

The rate an employee shall be compensated for working a holiday shall not exceed the rate of two (2) times the normal rate of pay in addition to holiday pay.

Regarding covering holidays for state-mandated tests, the Public Works supervisor shall solicit volunteers previous to each holiday. Holiday overtime assignments shall be assigned on the basis of seniority if there is more than one volunteer. If all employees refuse then the supervisor may assign the overtime to the least senior employee.

15.5 Holidays on Scheduled Day Off

If the holiday falls on the employee's scheduled day off, the employee shall receive hour-for-hour compensated time off.

## **ARTICLE 16 – SICK LEAVE**

16.1 Accumulation

Employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of active employment. A maximum of 720 hours of sick leave may be accrued by an eligible employee.

16.2 Utilization

Bargaining unit employees shall be allowed sick leave compensation when an employee is unable to work because of illness or injury or communicable disease. Sick leave may be used for attending to illness, injury or disease in the employee's family (as defined by the Oregon Family Leave Act (OFLA))

*(Family member" means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.)*

16.3 Abuse

Abuse of sick leave is cause for disciplinary action up to and including discharge.

16.4 Retained Accumulation

An employee who returns following a layoff or a leave without pay shall have reinstated sick leave credits previously accrued.

16.5 Sick Leave Payment

In the event of any employee's death or retirement, the beneficiary or employee shall receive fifty (50) percent cash value of all accrued sick leave. All lump sum payment or credits for accumulated sick leave in these instances will be calculated at the same pay rate as existed at the time of the employee's death or retirement. Only employees who have worked for the City for ten (10) years shall be eligible for the retirement cash-out.

16.6 Sick Leave Transfer

Any City employee may donate a portion of their own accumulated sick leave to another City employee who is off work and who has exhausted their sick leave. Employees may donate up to eighty six and two thirds hours (86.67) hours of sick leave, as long as they retain a balance of at least forty (40) hours of their own account.

16.7 Medical Leave

A medical leave of absence without pay for a period of six (6) months may be granted any regular employee with at least one (1) year continuous service prior to the medical leave. The City shall maintain the employee's insurance benefits during their absence and the employee shall continue to accrue seniority. The employee shall be returned to his/her same position upon completion of such leave. The leave period may be extended with the approval of the City.

**ARTICLE 17 – OTHER LEAVES**

17.1 Parental Leave

An employee may use up to twelve (12) weeks of leave following the birth or adoption (including foster) of a child for a parental leave of absence. The employee seeking such leave shall be entitled to utilize any accrued vacation, sick leave, or other compensatory leave, paid or unpaid, during this time, as governed by the provisions of Oregon Revised Statutes.

17.2 Bereavement

A leave of absence for the death of a family member as defined in 16.2 shall be granted with the following guidelines. For in state services the employee shall be granted five (5) days leave of which only three (3) days will be paid. When it is necessary to travel out of state five (5) days of paid leave shall be granted. Should circumstances require an employee to be absent longer than the three (3) or five (5) days, the days in excess shall be charged against accumulated sick leave or vacation leave. ( Reference 16.2 for general definition of family).

17.3 Witness/Jury Duty

When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her employment with the City, he/she will not suffer any loss of pay. She/he shall transfer any and all compensation less mileage allowance received to the City and receive his/her regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual.

17.4 Education and Training

Employees may be granted leaves of absence with pay for educational purposes for reasonable lengths of time when requested by the City to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to his/her employment with the City.

17.5 Reimbursement

An employee shall be reimbursed for all tuition, fees, books, and materials for training courses the City requires the employee to take relative to City employment.

17.6 Union Leave

Employees elected to Union office or selected by the Union to attend conferences, seminars, and conventions shall be allowed up to five (5) working days time off, without pay, but without loss of benefits and seniority subject to approval of the employee's supervisor. Such leave shall be limited to no more than one (1) employee at any one time.

17.7 Military Training

An employee, who is a member of the National Guard or a reserve component of the Armed Forces of the United States, is entitled to leave in accordance with applicable federal and state law.

17.8 Leave Without Pay

A permanent employee may be granted a leave of absence without pay for up to three (3) months for education or other reasonable purposes when the work of the City will not be seriously handicapped by his/her absence. The employee shall not accrue benefits or seniority during such leave. The employee shall not lose any accrued benefits or seniority and shall be returned to his/her position upon completion of such leave. Leave time may be extended with the approval of the supervisor.

17.9 Reinstatement

An employee who returns from a leave status of three months or less shall be reinstated to his/her prior held position.

## ARTICLE 18 – VACATION

### 18.1 Eligibility

Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

### 18.2 Accrual

Permanent employees shall accrue vacation leave based on the following:

| <u>Completed Years of Service</u>              | <u>Accrued</u>   |
|--|--|
| <u>1st – 3rd year of employment</u>            | <u>6.67 hrs monthly / 80 hours per year/ 10 days</u>   |
| <u>4th – 7<sup>th</sup> year of employment</u> | <u>10.00 hrs monthly / 120 hours per year/ 15 days</u> |
| <u>8th – 12th year of employment</u>           | <u>13.34 hrs monthly / 160 hours per year/ 20 days</u> |
| <u>13th year and after</u>                     | <u>16.67 hrs monthly / 200 hours per year/ 25 days</u> |

Employees will accrue vacation hours on a monthly basis.

### 18.3 Rate of Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay.

### 18.4 Scheduling

Vacations will be granted at the time requested by the employee, subject to supervisory approval and reasonable operational requirements. If the City is compelled by operational requirements to limit vacations, the employee with the greatest seniority shall be given preference of choice for vacation dates. This seniority right shall be exercised only once per fiscal year.

### 18.5 Vacation Compensation at Separation

Any regular employee who resigns, is laid off, discharged, or retires from the service of the City for any reason prior to taking his/her vacation shall be compensated by check for all earned but unused vacation she/he accumulated at the time of separation.

In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

### 18.6 Vacation Accrual

Vacation leave can accrue from year to year to a maximum of 200 hours. On July 1 of each year, any unscheduled vacation leave accrued above the 200 hours shall be forfeited. No employee shall lose vacation as a result of the City not approving vacation.

## ARTICLE 19 – HEALTH, WELFARE AND RETIREMENT

### 19.1 Medical, Dental and Vision Insurance

The City shall provide medical, dental and vision insurance benefits for all employees equal to the coverage, from the City's designated provider, presently in effect.

The City shall continue the current contribution toward premiums for medical, dental and vision insurance coverage. City will not be required to pay these full amounts if the actual rates are below these amounts. Any increase in premiums over the previous year's premium will be split 50/50 by the City and the employees and the employee's share will automatically be deducted from their paycheck. The City agrees that the employee contribution will not increase more than 50% from the current amount in 2017 for the life of this agreement.

19.2 Life and Accidental Death and Dismemberment Insurance

For the duration of this contract, the City shall provide life and accidental death and dismemberment coverage for employees in the amount of at least \$10,000. The employee shall have the option to self-insure for greater levels of coverage.

19.3 Long Term Disability Insurance

For the duration of this contract, the City shall provide long-term disability coverage for employees in the amount of at least 50% replacement of salary with no more than a 90-day elimination period. The City shall pay the full premium for such coverage.

19.4 Selection of Insurance Carriers

The City reserves the sole right to select the carriers for all of the insurance coverage provided.

19.5 Retirement

The Employees shall continue to self-pay the 6% contribution to the PERS system at Tier I, Tier II or OPSRP, and the City shall continue to pay its portion of the contribution into the system as per Oregon State Law.

## **ARTICLE 20 - WORKERS' COMPENSATION**

Occupational injuries incurred on the job are covered by workers' compensation statutes. The City shall provide full medical insurance for employees during the employee's period of recovery and any period of less than full-time return to work. The employee shall not lose any accrued benefits or seniority and shall be returned to his/her position upon return to work.

## **ARTICLE 21 – TRAVEL EXPENSES**

Any employee who is on overnight travel will receive the current IRS per diem rate by locality on dates of applicability.

Mileage: The City shall reimburse employees on City business at the IRS/Federal rate applicable at the time of travel.

Lodging: The City shall pay the actual cost of lodging for all employees on City business.

## **ARTICLE 22 – CERTIFICATIONS AND LICENSES**

The City shall continue to pay for all certifications and licenses required by the City, as well as the training and preparation costs.

## **ARTICLE 23 – SAFETY**

23.1 Equipment

Adequate and safe equipment shall be provided for all employees. Any safety clothing or equipment required to be worn or used by employees shall be furnished and maintained by the City. No employee shall be expected to operate any equipment or to perform a work assignment that is unreasonable and/or creates a safety hazard.

23.2 Compliance

Federal and State safety regulations shall be strictly observed by the City, the Union and all employees. Employees shall use all protective equipment required and shall perform their work in a safe manner, and shall comply with all safety rules for the City.

23.3 Clothing, Uniforms and Work Boots

Public Works Department will meet quarterly to discuss the needs of clothing and equipment. Each employee will bring to this meeting any items that need replacement. Once the replacement item has been purchased, through the approved local vendor account, then the employee shall turn in the old item for the City to recycle or dispose of.

The items which are considered necessary and approved for purchase are as follows:

- 1 Coat
- 2 Pair of boots (1 pair rain boots and 1 pair work boots)
- 1 Rain coat
- 1 Pair of rain pants
- Orange sweat shirts
- Orange hats
- 2 Pair of work pants

The amount of replacement costs shall not exceed \$500 per employee, per year. The employee shall be responsible for obtaining the receipts from the vendor and getting it to the appropriate office staff.

#### 23.4 Tools

The City shall supply and maintain all tools needed to perform an employee's duties.

#### 23.5 Ergonomics

The City agrees to supply necessary ergonomically correct equipment. This includes chairs, desks and supplies as needed. If a request is denied by management the employee has a right of appeal to the Mayor or their designee.

### **ARTICLE 24 – CONTRACTING OUT**

#### 24.1 Notice

If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, thirty (30) day notice (including a cost benefit analysis by the City) will be provided to the Union. The Union may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts without obligation to bargain either the decision or the effect of such decision.

#### 24.2 Bargaining Rights

Nothing in this contract shall be construed to mean that the Union has waived any bargaining rights with regard to contracting out.

### **ARTICLE 25 – GENERAL PROVISIONS**

#### 25.1 New Positions

The City shall give the Union notice when the City creates a new bargaining unit position that is not included in this Agreement or in the event of substantial changes of an existing job classification. The City shall establish a wage for the position and may implement it five (5) days after notifying the Union. The Union shall have thirty (30) calendar days to request to bargain.

#### 25.2 Position Description

Individual position descriptions shall be available in writing and delineate the duties currently assigned to an employee's position. Position descriptions shall be updated by the supervisor in consultation with the incumbent at least annually, and shall be updated for all new incumbents. A dated copy shall be given to the employee upon assuming the position.

#### 25.3 Maintenance of Benefits

All existing employment relations as defined in ORS 243.650(7) and interpreted by the Employment Relations Board not specifically modified by this Agreement, shall remain in effect not less than the level in effect at the time of the execution of this Agreement. The City agrees to provide the Union with copies of all changes to policies, procedures, and work rules affecting the bargaining unit.

#### 25.4 Bulletin Boards

The City agrees to provide a suitable bulletin board, maintained by the Union, in a convenient place to be limited to notices and bulletins by the Union.

#### 25.5 Union Representatives

The City agrees that representatives of the Union, whether local Union representatives, Council 75 representatives, or International representatives, shall have reasonable access to the premises of the City to administer this contract and to conduct the Union's business. Union representatives shall first report their presence to the supervisor in charge of the work area, which is visited. Such visits shall not interfere with the normal

operation of the City. This does not grant the Union unlimited access to all areas of the City premises during normal duty hours.

#### **ARTICLE 26 – SAVINGS CLAUSE**

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision the parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within thirty (30) days from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

#### **ARTICLE 27 - WORK OUT OF CLASS**

An employee required to work forty (40) or more consecutive hours in a job classification with a higher pay range shall receive premium pay. The premium pay shall be five percent (5%) above the employee's regular salary commencing with the first hour of the assignment and continuing until its termination.

#### **ARTICLE 28 – TERMINATION**

This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect through June 30, 2022. It shall be automatically renewed from year to year thereafter. Either party may notify the other in writing of its intent to open negotiations for a successor Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

#### **APPENDIX 'A' – SALARY SCHEDULE**

For the contract period 2017-2022, employees shall be compensated in accordance with the Salary Schedule (refer to Exhibit A.

For Fiscal year 2017/2018 The Cost of Living Adjustment shall be 2% effective January 1, 2018

For Fiscal year 2018/2019 The Cost of Living Adjustment shall be 2% effective January 1, 2019

For Fiscal year 2019/2020 The Cost of Living Adjustment shall be 2% effective July 1, 2019

For Fiscal year 2020/2021 The Cost of Living Adjustment shall be 2% effective July 1, 2020


For Fiscal year 2021/2022 The Cost of Living Adjustment shall be 2% effective July 1, 2021

A Minimum of one "step" increase will be given to each employee completing a probationary period and at least one "step" annually.

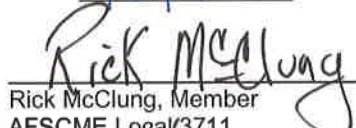
Longevity Adjustments: Employees covered by this collective bargaining agreement who have reached the top step of the salary range for their job title on or before June 30, 2005 shall receive an additional 1% rate increase on July 1, 2011 and on each July 1 of this contract. Employees who reach the top step after June 30, 2005 shall receive the 1% longevity increase on July 1 after they have been at the top step for at least one year, and upon each subsequent July 1 during this contract. Employees who reach the top step after June 30, 2016 shall receive the 1% longevity increase on July 1 after they have been at the top step for at least one year, and upon each subsequent July 1 during this contract. Longevity adjustments shall not exceed beyond 11%.



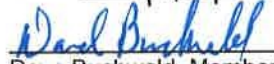
**FOR THE UNION**

  
\_\_\_\_\_  
Kimmie Allison, Member *Jackson*  
AFSCME Local 3711

Date: 7/31/17

  
\_\_\_\_\_  
Rick McClung, Member  
AFSCME Local 3711

Date: 8/1/17

  
\_\_\_\_\_  
Dave Buchwald, Member  
AFSCME Local 3711

Date: 7-31-17

  
\_\_\_\_\_  
Jim Steiner, Representative  
AFSCME Council 75

Date: 8/7/2017

**FOR THE CITY**

  
\_\_\_\_\_  
Gerald F. Stanley, Mayor

Date: 7.31.17

  
\_\_\_\_\_  
Joan Davies, City Manager

Date: 07.31.17



|   |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>WWTP Op 2 with Merit Raises (Dave)</b> |          |          |          |          |          | \$56,458 | \$57,023 | \$57,593 | \$58,169 | \$58,751 | \$59,338 | \$59,931 | \$60,531 | \$61,136 | \$61,747 | \$62,365 | \$62,989 |
| <b>WTP Op 3</b>                           | \$52,027 | \$53,588 | \$55,195 | \$56,851 | \$58,557 | \$60,313 | \$60,917 | \$61,526 | \$62,141 | \$62,762 | \$63,390 | \$64,024 | \$64,664 | \$65,311 | \$65,964 | \$66,624 | \$67,290 |
| <b>WTP Op 3 (Rick)</b>                    |          |          |          |          |          | \$66,144 | \$66,805 | \$67,473 | \$68,148 | \$68,829 | \$69,518 | \$70,213 | \$70,915 | \$71,624 | \$72,340 | \$73,064 | \$73,794 |
| <b>Administrative Assistant</b>           | \$38,240 | \$39,388 | \$40,569 | \$41,786 | \$43,040 | \$44,331 | \$44,774 | \$45,222 | \$45,674 | \$46,131 | \$46,592 | \$47,058 | \$47,529 | \$48,004 | \$48,484 | \$48,969 | \$49,459 |
| <b>Deputy Recorder</b>                    | \$45,796 | \$47,170 | \$48,585 | \$50,043 | \$51,544 | \$53,091 | \$53,622 | \$54,158 | \$54,699 | \$55,246 | \$55,799 | \$56,357 | \$56,920 | \$57,490 | \$58,064 | \$58,645 | \$59,232 |

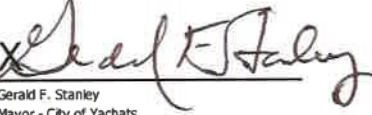
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|---|---------------|---------------|---------------|---------------|---------------|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|
| <b>2019-2020</b>                                  |               |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Increase of:</b>                               | <b>2.00%</b>  |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Classification</b>                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>L 1</b> | <b>L 2</b> | <b>L 3</b> | <b>L 4</b> | <b>L 5</b> | <b>L 6</b> | <b>L 7</b> | <b>L 8</b> | <b>L 9</b> | <b>L 10</b> | <b>L 11</b> |
| <b>Utility Worker / Maintenance Intern</b>        | \$34,898      | \$35,945      | \$37,023      | \$38,134      | \$39,278      | \$40,456      | \$40,861   | \$41,269   | \$41,682   | \$42,099   | \$42,520   | \$42,945   | \$43,375   | \$43,808   | \$44,246   | \$44,689    | \$45,136    |
| <b>Utility Worker / Maintenance Journeyman</b>    | \$39,004      | \$40,174      | \$41,379      | \$42,621      | \$43,899      | \$45,216      | \$45,668   | \$46,125   | \$46,586   | \$47,052   | \$47,523   | \$47,998   | \$48,478   | \$48,963   | \$49,452   | \$49,947    | \$50,446    |
| <b>Util Wrkr / Maint Journey with Cert (Russ)</b> |               |               |               |               |               | \$54,819      | \$55,367   | \$55,921   | \$56,480   | \$57,045   | \$57,615   | \$58,192   | \$58,773   | \$59,361   | \$59,955   | \$60,554    | \$61,160    |
| <b>WWTP Op 2</b>                                  | \$46,712      | \$48,114      | \$49,557      | \$51,044      | \$52,575      | \$54,152      | \$54,694   | \$55,241   | \$55,793   | \$56,351   | \$56,915   | \$57,484   | \$58,059   | \$58,639   | \$59,226   | \$59,818    | \$60,416    |
| <b>WWTP Op 2 with Merit Raises (Dave)</b>         |               |               |               |               |               | \$57,587      | \$58,163   | \$58,745   | \$59,332   | \$59,926   | \$60,525   | \$61,130   | \$61,741   | \$62,359   | \$62,982   | \$63,612    | \$64,248    |
| <b>WTP Op 3</b>                                   | \$53,067      | \$54,659      | \$56,299      | \$57,988      | \$59,728      | \$61,520      | \$62,135   | \$62,756   | \$63,384   | \$64,018   | \$64,658   | \$65,304   | \$65,957   | \$66,617   | \$67,283   | \$67,956    | \$68,636    |
| <b>WTP Op 3 (Rick)</b>                            |               |               |               |               |               | \$67,466      | \$68,141   | \$68,823   | \$69,511   | \$70,206   | \$70,908   | \$71,617   | \$72,333   | \$73,057   | \$73,787   | \$74,525    | \$75,270    |
| <b>Administrative Assistant</b>                   | \$39,005      | \$40,175      | \$41,381      | \$42,622      | \$43,901      | \$45,218      | \$45,670   | \$46,126   | \$46,588   | \$47,054   | \$47,524   | \$47,999   | \$48,479   | \$48,964   | \$49,454   | \$49,948    | \$50,448    |
| <b>Deputy Recorder</b>                            | \$46,712      | \$48,114      | \$49,557      | \$51,044      | \$52,575      | \$54,152      | \$54,694   | \$55,241   | \$55,793   | \$56,351   | \$56,915   | \$57,484   | \$58,059   | \$58,639   | \$59,226   | \$59,818    | \$60,416    |

|   |               |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
|---|---------------|---------------|---------------|---------------|---------------|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|
| <b>2020-2021</b>                                  |               |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Increase of:</b>                               | <b>2.00%</b>  |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Classification</b>                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>L 1</b> | <b>L 2</b> | <b>L 3</b> | <b>L 4</b> | <b>L 5</b> | <b>L 6</b> | <b>L 7</b> | <b>L 8</b> | <b>L 9</b> | <b>L 10</b> | <b>L 11</b> |
| <b>Utility Worker / Maintenance Intern</b>        | \$35,596      | \$36,664      | \$37,764      | \$38,897      | \$40,063      | \$41,265      | \$41,678   | \$42,095   | \$42,516   | \$42,941   | \$43,370   | \$43,804   | \$44,242   | \$44,684   | \$45,131   | \$45,583    | \$46,038    |
| <b>Utility Worker / Maintenance Journeyman</b>    | \$39,784      | \$40,978      | \$42,207      | \$43,473      | \$44,777      | \$46,121      | \$46,582   | \$47,048   | \$47,518   | \$47,993   | \$48,473   | \$48,958   | \$49,448   | \$49,942   | \$50,441   | \$50,946    | \$51,455    |
| <b>Util Wrkr / Maint Journey with Cert (Russ)</b> |               |               |               |               |               | \$55,915      | \$56,475   | \$57,039   | \$57,610   | \$58,186   | \$58,768   | \$59,355   | \$59,949   | \$60,548   | \$61,154   | \$61,765    | \$62,383    |
| <b>WWTP Op 2</b>                                  | \$47,647      | \$49,076      | \$50,548      | \$52,065      | \$53,627      | \$55,236      | \$55,788   | \$56,346   | \$56,909   | \$57,478   | \$58,053   | \$58,634   | \$59,220   | \$59,812   | \$60,410   | \$61,014    | \$61,625    |
| <b>WWTP Op 2 with Merit Raises (Dave)</b>         |               |               |               |               |               | \$58,739      | \$59,326   | \$59,920   | \$60,519   | \$61,124   | \$61,735   | \$62,353   | \$62,976   | \$63,606   | \$64,242   | \$64,884    | \$65,533    |
| <b>WTP Op 3</b>                                   | \$54,129      | \$55,753      | \$57,425      | \$59,148      | \$60,922      | \$62,750      | \$63,378   | \$64,011   | \$64,652   | \$65,298   | \$65,951   | \$66,611   | \$67,277   | \$67,949   | \$68,629   | \$69,315    | \$70,008    |
| <b>WTP Op 3 (Rick)</b>                            |               |               |               |               |               | \$68,816      | \$69,504   | \$70,199   | \$70,901   | \$71,610   | \$72,326   | \$73,049   | \$73,780   | \$74,518   | \$75,263   | \$76,015    | \$76,776    |
| <b>Administrative Assistant</b>                   | \$39,785      | \$40,979      | \$42,208      | \$43,474      | \$44,779      | \$46,122      | \$46,583   | \$47,049   | \$47,520   | \$47,995   | \$48,475   | \$48,959   | \$49,449   | \$49,943   | \$50,443   | \$50,947    | \$51,457    |
| <b>Deputy Recorder</b>                            | \$47,647      | \$49,076      | \$50,548      | \$52,065      | \$53,627      | \$55,236      | \$55,788   | \$56,346   | \$56,909   | \$57,478   | \$58,053   | \$58,634   | \$59,220   | \$59,812   | \$60,410   | \$61,014    | \$61,625    |

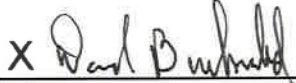
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|---|---------------|---------------|---------------|---------------|---------------|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|
| <b>2021-2022</b>                                  |               |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Increase of:</b>                               | <b>2.00%</b>  |               |               |               |               |               |            |            |            |            |            |            |            |            |            |             |             |
| <b>Classification</b>                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>L 1</b> | <b>L 2</b> | <b>L 3</b> | <b>L 4</b> | <b>L 5</b> | <b>L 6</b> | <b>L 7</b> | <b>L 8</b> | <b>L 9</b> | <b>L 10</b> | <b>L 11</b> |
| <b>Utility Worker / Maintenance Intern</b>        | \$36,308      | \$37,397      | \$38,519      | \$39,674      | \$40,865      | \$42,091      | \$42,512   | \$42,937   | \$43,366   | \$43,800   | \$44,238   | \$44,680   | \$45,127   | \$45,578   | \$46,034   | \$46,494    | \$46,959    |
| <b>Utility Worker / Maintenance Journeyman</b>    | \$40,580      | \$41,797      | \$43,051      | \$44,343      | \$45,673      | \$47,043      | \$47,514   | \$47,989   | \$48,469   | \$48,953   | \$49,443   | \$49,937   | \$50,437   | \$50,941   | \$51,450   | \$51,965    | \$52,484    |
| <b>Util Wrkr / Maint Journey with Cert (Russ)</b> |               |               |               |               |               | \$57,034      | \$57,604   | \$58,180   | \$58,762   | \$59,350   | \$59,943   | \$60,542   | \$61,148   | \$61,759   | \$62,377   | \$63,001    | \$63,631    |
| <b>WWTP Op 2</b>                                  | \$48,600      | \$50,058      | \$51,559      | \$53,106      | \$54,699      | \$56,340      | \$56,904   | \$57,473   | \$58,047   | \$58,628   | \$59,214   | \$59,806   | \$60,404   | \$61,008   | \$61,618   | \$62,235    | \$62,857    |
| <b>WWTP Op 2 with Merit Raises (Dave)</b>         |               |               |               |               |               | \$59,914      | \$60,513   | \$61,118   | \$61,729   | \$62,347   | \$62,970   | \$63,600   | \$64,236   | \$64,878   | \$65,527   | \$66,182    | \$66,844    |
| <b>WTP Op 3</b>                                   | \$55,211      | \$56,868      | \$58,574      | \$60,331      | \$62,141      | \$64,005      | \$64,645   | \$65,292   | \$65,945   | \$66,604   | \$67,270   | \$67,943   | \$68,622   | \$69,308   | \$70,001   | \$70,701    | \$71,408    |
| <b>WTP Op 3 (Rick)</b>                            |               |               |               |               |               | \$70,192      | \$70,894   | \$71,603   | \$72,319   | \$73,042   | \$73,773   | \$74,510   | \$75,255   | \$76,008   | \$76,768   | \$77,536    | \$78,311    |
| <b>Administrative Assistant</b>                   | \$40,581      | \$41,798      | \$43,052      | \$44,344      | \$45,674      | \$47,044      | \$47,515   | \$47,990   | \$48,470   | \$48,955   | \$49,444   | \$49,939   | \$50,438   | \$50,942   | \$51,452   | \$51,966    | \$52,486    |
| <b>Deputy Recorder</b>                            | \$48,600      | \$50,058      | \$51,559      | \$53,106      | \$54,699      | \$56,340      | \$56,904   | \$57,473   | \$58,047   | \$58,628   | \$59,214   | \$59,806   | \$60,404   | \$61,008   | \$61,618   | \$62,235    | \$62,857    |

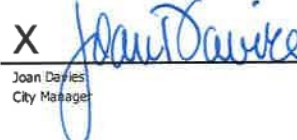
X   
 Jim Steiner  
 AFSCME Council Rep

X   
 Rick McClung  
 AFSCME Bargaining Team

X   
 Gerald F. Stanley  
 Mayor - City of Yachats

X   
 Kimmie Jackson  
 AFSCME Bargaining Team

X   
 Dave Buckwald  
 AFSCME Bargaining Team

X   
 Joan Davies  
 City Manager