

AGREEMENT
BETWEEN
THE CITY OF PRINEVILLE
AND
DISTRICT COUNCIL OF LABORERS'
AND
LABORERS' UNION LOCAL 121

JULY 1, 2012 – JUNE 30, 2017

CITY OF PRINEVILLE AGREEMENT

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AGREEMENT

between

THE CITY OF PRINEVILLE, OREGON

AND

LABORERS' UNION LOCAL 121 BEND, OREGON

PREAMBLE

THIS AGREEMENT is entered into as of July 1, 2004 by and between the CITY OF PRINEVILLE, OREGON, hereinafter referred to as the "City", and OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, and LABORERS UNION LOCAL 121, of the Laborers' International Union of North America, AFL-CIO, hereinafter collectively referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment. It is the sole document governing all matters mentioned herein.

SCOPE OF AGREEMENT

This Agreement shall apply to all permanent, full-time, non-supervisory and non-confidential employees of the City's Public Works Departments.

ARTICLE I

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours of work and other conditions of employment for all of the City's non-supervisory, non-clerical and non-confidential employees within job classifications in the Public Works Dept. of the City and Freight Depot as set forth in Appendix A, attached, excluding guards, part-time employees and seasonal employees. Employees hired for a limited term under a specific state or federal grant will be given the opportunity to join if the law so requires.

ARTICLE 2

UNION MEMBERSHIP AND CHECK OFF

Section 1. The City and the Union agree to a "Fair Share" provision for all employees in the bargaining unit: Dues for regular full-time and probationary employees shall become payable after thirty (30) days of continuous employment or on the effective date of this Agreement. Any employee covered under this agreement who chooses not to become a member of the Union shall have their "fair share" paid monthly by the City to a charity.

Section 2. The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on present forms furnished by the City. The performance of this service is at no cost to the Union.

Section 3. Employees terminating employment with the City during the first ten (10) calendar days of any month shall not be subject to Union dues for that month.

Section 4. The City agrees to make all the above specified deductions and transmit them monthly in the aggregate to the Union at the address specified to the City by the Union. The performance of this service shall be at no cost to the Union. 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 provision for dues deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as is practicable. In no case shall such an adjustment extend beyond the following pay period. The Union agrees to refund to the City any deductions and dues paid to it in error. Such refunded money shall then be returned to the employees as appropriate.

ARTICLE 3

MANAGEMENT RIGHTS

The City retains all 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. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof and any subject which was or might have been raised in the course of collective bargaining.

Without limitation, but by way of illustration, 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 in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in this bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combination of 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 regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.
5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work.

7. To contract or subcontract work as determined by the city: provided, that as to work covered by the bargaining unit, the City agrees to afford an opportunity to negotiate with the union as to the effect of such action on wages and conditions of employees in the bargaining unit before finalizing or implementing any decision concerning such subcontracting.

8. To assign shifts, workdays, hours of work and work locations.

9. To designate and to assign all work duties.

10. To introduce new duties and to revise job classifications and duties within the unit.

11. To determine the need for and the qualifications of new employees, transfers and promotions.

12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.

13. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for periods to be determined by the City.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

Section 1. The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause or join in any strike, work stoppage or slowdown, picketing or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the City.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon modification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of the Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of the Agreement. This article does not apply to employment other than for the City of Prineville.

ARTICLE 5

HOLIDAYS

Section 1. The following days shall be recognized as holidays:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
4 Hours Christmas Eve	December 24 th
Christmas Day	December 25 th
Floating Holiday	

As of each July 1st during the term of this Agreement, employees then employed will be entitled to one (1) floating holiday. This floating holiday must be taken during the ensuing fiscal year at a time mutually agreeable and convenient to the employee and the City. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday and whenever a holiday falls on Sunday the succeeding Monday shall be observed as a holiday. If an employee is on authorized vacation, sick leave or other leave with pay when holiday occurs, such holiday shall not be charged against such leave.

Section 2. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. The employee shall receive the holidays above whether the employee is working or the holiday falls upon the employee's day off.

Section 3. If an employee is required to work on any of the holidays listed above, however, he shall receive double overtime pay (2 1/2) for all hours so worked. (This accrued time may be taken either in pay or in time off at the option of the City and at a time mutually agreeable and convenient to the employee and the City.)

ARTICLE 6

VACATIONS

Section 1. Full time employees shall accrue vacation time in accordance with the following schedule:

a. During the first year of employment, vacation shall accrue, but cannot be taken until the probation period is up at the end of the one (1) year probation period.

b. Employees with less than five (5) consecutive years of employment shall accrue vacation at the rate of one (1) workday per month.

c. Employees with five (5) or more consecutive years of employment but with less than ten (10) consecutive years of employment shall accrue vacation at the rate of one and one-quarter (1 1/4) workdays per month.

d. Employees with ten (10) or more consecutive years employment shall accrue vacation at the rate of one and one-half (1 1/2) workdays per month.

e. Employees with fifteen (15) or more consecutive years of service shall accrue vacation at the rate of one and three-quarters (1 3/4) workdays per month.

f. Employees with twenty (20) or more consecutive years of service shall accrue vacation at the rate of two (2) workdays per month.

Section 2. Continuous service for the purpose of accumulation of vacation leave credit shall be service unbroken by separation from the City, except that time spent by an employee on military leave, Peace Corps duty, sick leave with pay resulting from an injury incurred in the course of City employment, and authorized educational training leave shall be included as continuous service. Time spent on other types of authorized leave will not be counted as part of continuous service, provided that employees returning from such leave and employee on layoff status shall be entitled to credit for service prior to the leave or layoff.

Section 3. Vacation accrual by an employee shall be based upon the anniversary date of his first full month of full-time employment. Following each year of employment, based upon the employee's anniversary date, vacation accrual during the preceding year must be used within a six month period, following, unless failure to take accrued vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period. The City will establish a procedure to notify an employee of pending vacation loss ninety (90) days prior to the expiration of the six (6) month limitation. The employee will then have thirty (30) days to meet with his supervisor to determine a vacation schedule that, based on the City's judgment, meets the needs of efficient operation and availability of vacation relief. Failure by the employee to notify his supervisor prior to the expiration of this thirty (30) day period shall result in loss of unused vacation accrued during the prior anniversary year. Should the City determine that there is then no time period suited to the City's operation, the employee shall be granted up to an additional six (6) months in which to take vacation accrued during the prior anniversary year. Vacation leave shall not accrue during a leave of absence without pay or an education leave with pay in excess of fifteen (15) calendar days. If impossible to use because of City's determination, the prior year vacation shall be paid at actual cash value.

Section 4. Employees shall be permitted to request vacation either on a split or an entire basis. Vacation times shall be scheduled by the City based on its judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Choice of vacation time shall be selected on the basis of seniority; provided, however, each employee will be permitted to exercise his right of seniority only once annually.

Section 5. In the event of death or termination of an employee during the initial six (6) months of his employment, no payment in lieu of vacation be made. In the event of death or termination of employment after an employee has served six (6) consecutive months and is otherwise entitled to accrued vacation leave, such vacation credit shall be pro-rated according to the number of full months worked and the employee's rate of accrual. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee would be paid.

ARTICLE 7

HOURS OF WORK

Section 1. The workweek, to the extent consistent with operating requirements of the department shall consist of five (5) consecutive days. At the option of the City, the workweek may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day.

Section 2. The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods, to the extent consistent with operating requirements for the department and the need for continuous service to the City throughout the week. In the event the City elects to schedule four (4) consecutive days of ten (10) hours per work day as the regular workweek, regular hours of work shall be scheduled by the City consistent with such weekly schedule.

Section 3. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.

Section 4. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift and shall be scheduled in accordance with the operating requirements of each department.

Section 5. All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, meal periods shall be scheduled in the middle of the work shift.

ARTICLE 8

SICK LEAVE

Section 1. Accumulation. Following thirty (30) days' continuous, full-time employment, sick leave shall be earned for the purposes stated herein by each full-time employee at the rate of one (1) day for each full calendar month of service. Sick leave may be accumulated to a total of one hundred twenty (120) working days and must be taken for the purposes specified in Section 2, below, as a condition precedent to any sick leave payment. Employees with ten (10) or more years of city employment may accumulate sick leave up to a maximum of one-hundred, fifty (150) working days.

Section 2. Utilization for illness or injury. Employees may utilize the allowance for sick leave when unable to perform their work duties by reason of illness or injury to the employee or immediate family that requires the employee's attention with the family to arrange for medical care and/or provide other assistance to an involved family member(s).

"Immediate family" shall mean: spouse, parent, sister, brother, children, step-children, mother-in-law, father-in-law, grandchildren, and grandparents. In such event, the employee shall notify his immediate supervisor of absence due to illness or injury and the nature and expected length thereof as soon as possible and in no event later than the first half of the regular work shift, unless unable to do so because of serious injury or illness. A physician's statement of the nature and identity of illness, the need for the employee's absence and the estimated duration of the absence may be required at the option of the department head or supervisor for absence over three (3) days, prior to the payment of any sick leave benefits. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement.

Section 3. Integration with Workmen's Compensation. The City will establish a program, whereby, following an employee's on-the-job injury resulting in time loss of up to ninety days, the City will pay the difference between the amount of Workmen's Compensation payments and the employee's normal net pay. This payment will not be deducted from vacation or sick leave.

If Workmen's Compensation does not pay for the first three (3) days an employee is off work, the City will make payment to the employee for those days.

Section 4. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

Section 5. Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. However, the City agrees to credit any accumulated and unused sick leave to the employee's retirement fund formula as described and provided for under PERS. Sick leave shall not accrue during any period of leave of absence without pay. An employee with five (5) or more years of employment with the City, at termination, in good standing, may receive a cash payment equal to one-half (1/2) of accumulated sick leave, up to a maximum value of thirty (30) days.

Section 6. Retirement. Upon retirement, any employee with ten (10) years of service shall be given the option of cashing out fifty per cent (50%) of the total sick leave; after fifteen (15) years of service shall be given the option of cashing out sixty-six per cent (66%) and after (20) years of service, one hundred per cent (100%) of their total sick leave accrual. Employees choosing to cash out their sick leave, who qualify for less than 100% of their sick leave accrual, will have the remaining balance of sick leave applied to the employees retirement fund formula as described and provided for under the Oregon Public Employees Retirement System.

Section 7. Doctors Appointment. An employee may use up to four hours per month for doctor appointments for themselves or their immediate family (as described in Article 8, Section 2 of this document.). This time will not be charged as sick leave. It is fully understood that this privilege shall not be abused. Abuse will be considered as an offense of the gravest nature and the City may require documentation.

ARTICLE 9

OTHER PAID AND UNPAID LEAVES OF ABSENCE

Section 1. Criteria and Procedure. Leaves of Absence without pay not to exceed ninety (90) calendar days may be granted upon establishment of reasonable justification therefore in instances where the work of the department, in the judgment of the City, will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. If the request is denied, the employee shall be advised in writing as to the reason(s) therefore.

Section 2. Jury Duty. Employee shall be granted leave with pay for services upon a jury; provided, however, that the salary paid to such an employee for the period of absence shall be reduced by the amount of money received by him for such jury service and upon being excused from jury service for any day an employee shall immediately contact his supervisor for assignment for the remainder of the workday.

Section 3. Appearances. Leave with pay shall be granted any employee for attendance in any court, legislative committee or quasi-judicial or administrative body so long as such attendance is in connection with the employee's officially assigned duties and that the requirement to appear is as a result of a subpoena filed on behalf of the City.

Section 4. Maternity. Maternity leave, not to exceed six (6) consecutive months shall be granted without pay upon request of an employee. Maternity leaves may be extended for a period not to exceed six (6) months upon request to and approval by the City Manager.

Section 5. Compassionate Leave. In the event of death in an employee's immediate family (as defined in Article 8, Section 2, above), that employee shall be granted upon request up to four (4) days of paid leave. Such leave shall not be deducted from accrued sick leave or vacation leave.

Section 6. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the City, upon written request to the City Manager may be granted a leave of absence without pay. Members of the Union selected to participate in other Union activity may be granted time off without pay upon written request to and approval by the Department Head or City Manager.

Any employee who has been granted such a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned his position with the City unless the employee, prior to expiration of his leave of absence, has made written application for and has been granted an extension of said leave of absence or has furnished evidence that he is unable to return to work by reason of sickness or injury.

Section 7. Educational Leave. After completing one (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading his professional ability through enrollment in educational courses, related to his employment, at an accredited school. The period of such leave of absence shall not exceed one (1) year but may be renewed or extended upon request of the employee and approval by the City. One (1) year leave of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Employees may also be granted time off with pay to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature that are intended to improve or upgrade the employee's skill and professional ability when required by the City.

Section 8. Return within Six Months. In the event an employee is laid off by the City for non-disciplinary reasons and, at the option of the City, is rehired within six (6) months of the date of layoff into the same job classification he held at the time of layoff, such employee shall be paid the rate of pay applicable to his position and length of City service as if he had not been laid off. However, no back pay for the period of layoff is intended under this provision.

ARTICLE 10
COMPENSATION

Section 1. Salary Schedule. Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. When any position not listed on the salary schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded an opportunity to meet and discuss the matter. If the Union does not agree that the pay rate(s) are proper, the Union may submit the issue as a grievance through the grievance procedure.

Section 2. Call-In time/Beepers. An employee called to work outside his assigned hours of work shall be compensated for such call-in time at a minimum of three (3) hours at the overtime rate. Call-in time, however, shall not apply to departmental meetings scheduled by the City for the mutual convenience of the employees and the City.

The City reserves the right to assign certain employees "beeper" duty. This employee will be compensated at the rate of \$100.00 per week extra (\$120.00 per week if said week includes Independence Day, Thanksgiving or Christmas) and said compensation will be in addition to any call-in time earned. The employee fully understands that certain activities and/or travel out of the Prineville area that would leave them unable to respond immediately and safely may be restricted while having "beeper" duty.

Should an employee live outside of range of beeper response, this employee may assume "beeper" duty in this manner, the employee fully understands that the City must be able to contact them by telephone at all times and in the same timely manner as would be the case normally with a beeper.

It is further understood that the City may from time to time assign "beeper" duty to supervisory personnel. This is not done to exclude union personnel, but rather to include supervisory personnel in a normal rotation for call-in responsibility. Above all, the City and the Union recognize that a prime consideration in call-in situations shall be sound fiscal management.

An employee called-in while on "beeper" duty shall be compensated for two (2) hours at the overtime rate, rather than three (3) hours, as stated above.

Section 3. Overtime. Employees shall be compensated at the rate of time and one-half (1 1/2) for work under the following conditions but in no event shall such compensation be received twice for the same hours:

a. All assigned work in excess of eight (8) or ten (10) hours, depending on the number of regular hours in the shift

b. All assigned work in excess of forty (40) hours in any work week.

Section 4. Personal Equipment. The City will repair or replace the eyeglasses or contact lenses of an employee if said eyeglasses or contact lenses are damaged, lost or broken beyond repair while in the line of the employee's normal work for the City. If replacement is necessary, it will be for eyeglasses or contact lenses of a comparable value. The employee also agrees that should vision insurance, as provided under the City's health care plan, be available it will be utilized to offset said cost of repair or replacement to the extent available.

The City shall provide each employee with a \$200.00 allowance to be used for the purchase of work gloves and work boots. Each July this allowance will be included in your paycheck.

Section 5. Mileage. When an employee is required to report for special duty or assignment at any location other than his permanent reporting location and it is determined by the City that he must use his personal automobile for transportation to such location, he shall be compensated at the rate allowable by the I.R.S. for the use of such automobile.

ARTICLE 11

EXISTING CONDITIONS

Only such existing and future work rules and benefits that specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement.

ARTICLE 12

DISCIPLINE

Section 1. Disciplinary action may include the following, understanding that management reserves the right to apply discipline at any level depending on the seriousness of an employee's conduct:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

Section 2. Disciplinary action may be imposed upon any regular (or full-time), non-probationary employee for just cause. Any disciplinary action imposed upon a regular employee shall be appealed only as a grievance through the grievance procedure of this Agreement. If a supervisor has reason to discipline an employee, he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 3. A probationary employee (one who has completed less than six (6) months of consecutive employment) shall serve at the pleasure of the City in all respects to this Article and may not institute grievances over City action hereunder.

ARTICLE 13

SETTLEMENT OF DISPUTES

Section 1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of a specific provision of this Agreement shall be settled in the following manner:

Step I. The affected employee shall take up the grievance or dispute with the employee's department head or their supervisor within seventy-two (72) hours of its occurrence excluding Saturday and Sunday. The department head or other supervisor shall then attempt to adjust the matter within three (3) working days.

Step II. If the grievance has not been settled between the affected employee and the department head or other supervisor, it shall be presented in writing by the employee to the Union representative within seventy-two (72) hours. Thereafter, it may be presented in writing five (5) working days after receipt thereof.

Step III. **BOARD OF ADJUSTMENT.** If the decision at Step II is unacceptable to either party, it may be referred to a Board of Adjustment by written notice served by the moving party within five (5) days of the decision at Step II. The Board of Adjustment shall consist of four disinterested members. The Union shall submit a list of five prospective neutrals. The City shall have a right to three (3) peremptory challenges; the remaining two (2) names shall serve on the Board of Adjustment. The City shall also submit a list of five (5) prospective neutrals. The Union shall have the right to three (3) peremptory challenges; the remaining two (2) names shall serve on the Board of Adjustment. The Board of Adjustment shall conduct such investigation or hearing as is deemed necessary and render a decision within ten (10) days of formation of the Board of Adjustment and the presentation of the dispute for its hearing. The majority of the Board of Adjustment shall determine the matter and such decision shall be final and binding on all parties – the Union, the aggrieved employee (s) and the City, to an interpretation of the relevant provisions of this Agreement as it applies to the case presented; the Board of Adjustment shall not have the authority to modify the Agreement. Each member of the Board of Adjustment shall be entitled to one (1) vote. In the event there is no majority decision, the grievance may then be referred to arbitration by the moving party as provided herein by serving notice to the other party within five (5) days following such action by the Board of Adjustment.

Step IV. If the grievance is still unsettled, the matter may within five (5) days be referred to arbitration. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the City and the Union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated until there is one remaining person and this person shall be the arbitrator. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision, which shall be final and binding on the parties, if within the scope of this Agreement. Expenses for the arbitrator shall be borne equally by the Union and the City. 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 time limits prescribed to this Article 13 shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent.

Section 2. Employees selected by the Union to act as Union representatives shall be known as “stewards.” The names of the employees selected as stewards, the names of local union representatives, state council or international representatives who may represent employees shall be certified in writing to the employer. Duties required of the stewards, excepting attendance at meetings with the City and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with their, or other employees', regular work assignments as employees of the City. Contacts between stewards and employees or the Union, except the aforementioned meetings, shall be made outside of working hours.

Section 3. The City shall meet at mutually convenient times with the Union Grievance Committee if both parties agree that such meetings would be constructive and beneficial. Grievance Committee meetings shall be held, if practicable, during working hours, on City premises and without loss of pay to authorized participating employees. The Union Grievance Committee shall consist of two members selected by the Union.

The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

ARTICLE 14

PROBATIONARY PERIOD

Section 1. Purpose. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training and aiding new employees in adjustment to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 2. Duration of Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of one (1) full year.

Section 3. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off or pay, at the employer's discretion.

ARTICLE 15

GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, race, color, creed, national origin, sex or political affiliation. The union shall share equally with the City the responsibility for applying the provisions of this section.

All references to employees in this Agreement designate both sexes and wherever the male gender is used shall be construed to include the female and male employees, except where specifically noted otherwise.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by the reason of the exercise of such right, except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent him/her in individual personal matters.

Section 2. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 3. Visits by Union Representatives. The City agrees that accredited representatives of the District Council of Laborers and Laborers' Union, Local 121, upon reasonable and proper introduction, shall have reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement.

Section 4. Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which are reduced to writing shall be posted on appropriate bulletin boards at least ten (10) working days in advance of their taking effect. The Union shall receive a copy of any written work rule within the ten (10) day period.

Section 5. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing or any type of protective device, such uniform shall be provided and maintained in accordance with procedures prescribed by the City.

Section 6. Seniority. Opportunities and promotions work at higher job classification or jobs carrying premium pay shall be offered to employees based on seniority by the department of the bargaining unit. The department head or supervisor will make every effort to promote the employees within said department.

a. All vacancies shall be filled on the basis of seniority giving due consideration to the ability of the individual and the efficiency of the operation as determined by the City. Any training program designed to train an individual for a particular job that would require special qualifications or ability shall be offered equally to all employees with actual assignment of such training made by qualification and seniority as defined by this Article.

b. All job vacancies shall be posted for seven (7) workdays giving opportunity for qualified employees to request consideration on the job opening before employing a new employee. For the purpose of this Agreement, ability shall not be construed as meaning relative ability between two or more employees, but ability to perform necessary job functions for the job the employee has bid; and determination of such ability shall be based upon the judgment of the department head.

c. Employees accepting assignments or filling vacancies shall be given a reasonable trial period not to exceed twenty-one (21) days worked, to prove their ability to perform the work required. If during the trial period, it is established the employee is incapable of performing the required work satisfactorily, he shall be returned to his former job status. If an employee is performing the work satisfactorily but desires to return to his old job and status, such a request shall be granted but only if it is made within the first ten (10) days worked. If at the end of the trial period, the employee is judged to be satisfactory, he shall have no further claim to his old job.

d. In case of layoff, it shall be by seniority within departments (i.e., the last employee hired shall be the first laid off). Rehire shall be in the reverse order as long as the City still has a position you are qualified to fill.

Section 7. Cross-training. The City shall make available inter-departmental cross training for all work covered by this Agreement to the employees in the bargaining unit. Inter-departmental cross training will be considered and shall be at the option and discretion of department heads and/or supervisors of employees within the bargaining unit.

Section 8. Other Employment. Outside employment shall be permitted only with the express prior approval of the City and then only to the extent such employment does not interfere with the employee's normal duties or reflect unfavorably on the City. Approval shall not be unfairly withheld.

Section 9. Personnel Records. The personnel records of members of the bargaining unit shall be available for inspection only by the employee named on the file and by appropriate management personnel. A copy of any document or piece of information placed in any employee's personnel file shall be given to that employee.

Section 11. CDL Physical. The City agrees to pay for the annually required CDL physical. (It will not be charged to the insurance provided as an employee benefit.)

ARTICLE 16

INSURANCE AND RETIREMENT

Section 1. Health, Dental & Vision Insurance. Effective July 1, 2011, the City shall pay at no cost to the employee into the Oregon Laborers Employers Health & Welfare Trust Funds, on behalf of each employee, as defined under the scope, who works eighty (80) hours or more per month, the sum of money necessary to maintain the Schedule of Benefits now in existence to purchase Health, Dental, and Vision Care Insurance benefits for each eligible employee and his/her eligible dependents in accordance with the terms of the medical insurance plan of the Fund. Payments shall be submitted on behalf of eligible employees for the preceding month to William C Earhart Company, Inc.

In the event the premium rates increase to the level of the City's non-union group insurance plan, the employees will begin spitting the premium increase equally.

In the event the current plans are not available, City will provide a plan that is "substantially equal taken as a whole." If the union disagrees that a replacement plan is substantially equal taken as a whole, the union may grieve the matter to arbitration. The arbitrator will be limited to the following issues:

1. Is the new plan substantially equal to the old plan?
2. If not, what changes are needed to make the new plan substantially equal?

Section 2. The City acknowledges that the City may review insurance annually for possible options.

Section 4. Life Insurance. During the term of this Agreement the City shall provide, at no cost to the employee full group term life insurance in the amount of \$20,000.00, providing 24-hour coverage both on and off the job, and an additional supplement for Accidental Death and Dismemberment (AD&D) in the amount of \$20,000.00.

Section 5. Liability Insurance. The City shall purchase liability insurance in such amounts and containing such terms and conditions as are necessary for the protection of all members of the bargaining unit against claims against them incurred in or arising out of the performance of their official duties. The City shall pay the premiums for such insurance.

Section 6. Retirement. The City agrees to maintain coverage under the Oregon Public Employee's Retirement System (PERS), or its successor, for all members of the bargaining unit. The City also agrees to contribute to said retirement system the employee portion of contributions in accordance with the rules and rates as established by PERS.

ARTICLE 17

SAVINGS, FUNDING AND WAIVER

Section 1. Savings. Should any article, section or portion 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 article, section or portion specified in the decision; upon the issuance of such a decision, the parties may, upon mutual agreement, negotiate a successor for the invalidated article, section or portion of this Agreement.

Section 2. Funding. The parties to this Agreement recognize that revenue needed to operate the City's services and facilities must be approved by established budget procedures.

The City will not cut the wages and benefits specified in this Agreement because of budgetary limitations but the City cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget requests amounts sufficient to fund the wages and benefits provided by this Agreement but the City makes no guarantee as to the passage of such budget requests or voter approval thereof. This Article and City action hereunder shall not be subject to the grievance procedure.

Section 3. Waiver. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they were negotiated or signed by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 18

TERMINATION AND REOPENING

Section 1. This Agreement shall be in full force and effect from July 1, 2012 or from the date of ratification and signing, whichever occurs later. This Agreement shall remain in effect until June 30, 2017, and Unless either party gives proper notice to amend or modify. (Upon expiration of this contract the subject of steps with a "top out" in seven years will be a mandatory subject)

Section 2. If either party hereto desires to modify or amend any of the provisions of this agreement, it shall give written notice to the other party of at least ninety (90) days, but no more than one hundred twenty (120) days prior to July 1, 2015 otherwise this agreement will remain in effect in its entirety.

FOR THE CITY:

Steve Forrester, City Manager

Date

FOR THE UNION:

Jeff Gritz, Business Manager
LIUNA, Local No. 121

Date

Scott Smith, Union Steward

Date

Greg Held, Bus.Mgr.
Oregon & Southern Idaho District
Council of Laborers

Date

**Public Works Wage Schedule
Appendix A**

**Utility
Worker**

		3%	3%	3%	
	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3606	3714	3826	3940	4059
Step 2	3668	3778	3891	4008	4128
Step 3	3730	3842	3957	4075	4198
Step 4	3791	3905	4022	4143	4267
Step 5	3853	3969	4088	4211	4337
Step 6	3915	4032	4153	4278	4406
Step 7	3977	4096	4219	4346	4476

Public Works Mechanic

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3813	3927	4045	4167	4292
Step 2	3875	3991	4111	4234	4361
Step 3	3937	4055	4176	4302	4431
Step 4	3998	4118	4242	4369	4500
Step 5	4060	4182	4308	4437	4570
Step 6	4122	4246	4373	4504	4639
Step 7	4184	4309	4439	4572	4709

Technician

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3679	3790	3903	4020	4141
Step 2	3741	3853	3969	4088	4210
Step 3	3803	3917	4034	4155	4280
Step 4	3865	3980	4100	4223	4350
Step 5	3926	4044	4165	4290	4419
Step 6	3988	4108	4231	4358	4489
Step 7	4050	4171	4297	4426	4558

Lead Utility Worker

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3811	3925	4043	4164	4289
Step 2	3873	3989	4109	4232	4359
Step 3	3935	4053	4174	4299	4428
Step 4	3996	4116	4240	4367	4498
Step 5	4058	4180	4305	4435	4568
Step 6	4120	4244	4371	4502	4637
Step 7	4182	4307	4436	4570	4707

Sr Lead Utility Worker

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3921	4039	4160	4285	4413
Step 2	3983	4103	4226	4352	4483
Step 3	4045	4166	4291	4420	4552
Step 4	4107	4230	4357	4487	4622
Step 5	4168	4293	4422	4555	4692
Step 6	4230	4357	4488	4622	4761
Step 7	4292	4421	4553	4690	4831

WWTP Supervisor

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3955	4074	4196	4322	4452
Step 2	4017	4138	4262	4389	4521
Step 3	4079	4201	4327	4457	4591
Step 4	4141	4265	4393	4525	4660
Step 5	4202	4328	4458	4592	4730
Step 6	4264	4392	4524	4660	4799
Step 7	4326	4456	4589	4727	4869

Freight Depot Manager

	2012-13	2013-14	2014-15	2015-16	2016-17
Step 1	3809	3923	4041	4162	4287
Step 2	3871	3987	4106	4230	4357
Step 3	3933	4051	4172	4297	4426
Step 4	3994	4114	4238	4365	4496
Step 5	4056	4178	4303	4432	4565
Step 6	4118	4241	4369	4500	4635
Step 7	4180	4305	4434	4567	4704

