


A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO AGREEMENT)
WITH AMERICAN FEDERATION OF STATE,)
COUNTY AND MUNICIPAL EMPLOYEES FOR)
FISCAL YEARS 1981-1984.)

RESOLUTION NO. 11
for 1981.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

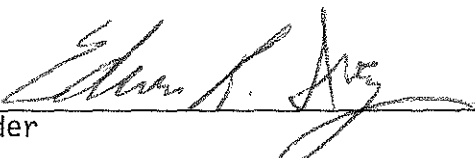
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an agreement with the American Federation of State, County and Municipal Employees for Fiscal Years 1981-1984. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 11th day of March, 1981.



Mayor

ATTEST



Recorder

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2043-A

Effective July 1, 1981

Through June 30, 1984

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APPENDIX A.

AGREEMENT AND PURPOSE

THE PARTIES OF THIS AGREEMENT are the CITY OF LEBANON and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO Local 2043-A, hereinafter named City and Union respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this agreement.

ARTICLE I RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the full-time (regular twenty hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix A, attached hereto and by reference incorporated herein is a listing of all currently covered employees. Supervisory employees, confidential employees, part-time employees, seasonal employees, and persons hired for a limited period under a specific Government Act (such as CETA Title VI) are specifically excluded.

ARTICLE II NON DISCRIMINATION

2.1 This agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, age, creed, color, national origin, or political affiliation. The Union and the City shall equally share the responsibility for upholding this provision of the agreement and this provision shall not be subject to the arbitration step of the grievance procedure.

ARTICLE III UNION RIGHTS

3.1 FAIR SHARE

(A) The City agrees to deduct the uniformly required Union membership dues

once each month from the pay of those employees who have authorized such deduction in writing. Except as provided in the following, an amount equal to the uniformly required dues will be deducted from the pay of all full-time employees whose position is listed in Appendix A and who have provided the City with such authorization. The amounts so deducted shall be remitted on a monthly basis to the local Union treasurer, as designated by the Union, with a list of the employees subject to the deduction.

(B) The provisions of Section (A) hereof shall not apply if an employee objects in writing to the City, based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The City will provide the Union with a copy of any such letter within five (5) days of its receipt.

In such instances, the employee shall authorize a deduction from his or her pay which is in lieu of an equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the United Fund or other mutually satisfactory charitable organization as agreed to between the employee and the Union.

(C) For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Sections 1 or 2 of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

(D) The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Union and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

3.2 BUSINESS REPRESENTATIVES

Upon reasonable notice and proper introduction, official Union representatives

may be allowed access to work areas. Such visits shall be confined to lunch periods and shall be attended by not more than two authorized union representatives at any one time. At no time shall visits cause an interruption of work. The Union shall provide the City with an up-dated list of authorized representatives.

3.3 STEWARDS

Employees who are also Union representatives will be allowed time away from their duty stations without loss of pay when required to attend meetings with the City for the specific purpose of adjusting grievances under the procedures defined in the grievance procedure of this agreement. The City may change the time of the meeting if the steward's absence from work would in the City's judgment constitute an undue disruption of work.

Except as provided above, and in Section 3.5, all time taken off by stewards shall be without pay.

3.4 BULLETIN BOARDS

The Union will be allowed use of adequate space on City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meeting, Union social and charitable activities and posting of official Union publications.

3.5 CONTRACT RENEWAL

The Union's negotiation team, to be comprised of no more than three (3) on-duty employees, shall be permitted to attend negotiation sessions with the City without loss of their regular pay relative to securing contract renewal; provided, however, that such release from duty time shall not exceed seventy-five (75) working hours in any consecutive twelve (12) month period.

3.6 CONTRACT PRINTING AND DISTRIBUTION

The City shall, at no cost to the Union, provide the Union with the original copy of this agreement. The cost of printing and of distribution shall be borne solely by the Union.

ARTICLE IV
EMPLOYEE BENEFITS

4.1 HOLIDAYS

(A) The following days are legal paid holidays:

New Year's Day	January 1st
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th
Employee's Personal Holiday	
Friday following a Thursday Christmas Day	

If an employee's normally scheduled days off are Saturday and Sunday, the following applies:

- 1) If the holiday falls on Saturday then the preceding Friday shall be the holiday;
- 2) If the holiday falls on Sunday the following Monday shall be the holiday.

If an employee's normal days off are other than Saturday and Sunday and the holiday falls on one of the scheduled days off, the employee shall be able to take an alternate holiday at the mutual convenience of the employee and the City.

(B) After successful completion of the six (6) month probationary period for new employees, each permanent full-time employee shall be entitled to one (1) personal holiday with pay during each year. On the employee's anniversary date (end of first six (6) months and on the same date each year thereafter) each permanent full-time employee will be credited with one (1) holiday to be utilized during the next twelve (12) month period. Personal holiday not utilized in the year earned will not be carried over into a new year. Personal holiday shall be taken at the option of the employee, subject to the operating requirements of the City and approval of the department head.

(C) HOLIDAY PAY

In order to qualify for holiday pay, except as described in Section 4.1 (B), an employee must have been employed at least thirty (30) days and must have worked the last scheduled work day before and the first scheduled work day after the holiday or have been on authorized leave.

If an employee is on authorized vacation or sick leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees required to work on a recognized holiday shall be compensated in cash for all hours worked on the holiday at one and one-half (1½) times the established straight time rate, in addition to their regular holiday pay.

4.2 HEALTH AND INSURANCE

(A) MEDICAL AND UCR VISION INSURANCE

For the duration of this agreement, the City agrees to pay the cost of full family medical insurance and UCR Vision for the previously established plan (League of Oregon Cities Plan III) or a substantially equivalent alternative plan selected by the City for those employees and dependents presently enrolled and receiving such coverage. Employees or their dependents not presently enrolled shall be eligible to become so enrolled during the plan's established open enrollment period.

(B) DENTAL INSURANCE

For the duration of this agreement, the City shall pay the cost of full family dental insurance (League of Oregon Cities Plan III) and orthodontic, or a substantially equivalent alternative plan selected by the City for all employees.

(C) LIFE INSURANCE

For the duration of this agreement, the City shall provide a Ten Thousand Dollar (\$10,000) 24-hour life policy for employees only.

(D) LONG TERM DISABILITY INSURANCE

A long term disability insurance program will be provided by the City to supplement existing sick leave benefits. The disability plan shall pay sixty percent (60%) of the basic monthly salary (to a \$1,000 maximum); it shall have an elimination period of ninety (90) days and a maximum benefit period of two (2) years.

(E) WORKER'S COMPENSATION

Pursuant to applicable law, the City shall continue to provide coverage under the Workmen's Compensation Plan for job connected injuries or disabilities.

In the event an employee suffers an injury while on the job with the City for which he or she is eligible for time loss benefits, such employee shall continue to receive the Medical, Vision, Dental, Long-term disability and Life Insurance benefits provided for herein for the first one-hundred eighty (180) calendar days of such injury.

In addition to Workmen's Compensation payments the City shall pay the difference of such payments and the employee's regular scheduled salary. Payment by the City shall not exceed one-hundred eighty (180) calendar days of such injury. Use of accrued sick leave may be used by the injured employee beyond the one-hundred eighty (180) calendar day maximum established above. Medical progress reports verifying the need to be on medical leave may be required prior to the approval of City payment or authorization of sick leave utilization. During any period of Workmen's Compensation related disability absence from regular employment, all existing levels of sick leave and vacation benefits will be frozen from further accrual until employee returns to work.

4.3 RETIREMENT

For the duration of this agreement, the City shall continue the current retirement plan or an alternative plan which provides substantially equivalent benefits.

4.4 LEAVES

(A) SICK LEAVE

Sick leave shall be accrued at the rate of one (1) day for each full month worked starting with employee's date of hire. Sick leave may be used after completing one (1) month of employment with a maximum accrual of one-hundred twenty (120) days. Unused sick leave shall not be compensated upon termination. Sick leave will not be allowed for disabilities or illness resulting from outside employment. When an employee must be away from the job because of serious illness in the immediate family, he may request time off, which may be granted at the department head's discretion and charged against the employee's sick leave. Misuse of sick leave is grounds for disciplinary action up to and including dismissal. The City may require doctor's verification of all illness. Sick leave accrual will be reported by the Finance Office to each employee on a monthly basis. Upon retirement, fifty percent (50%) of the employee's accrued sick leave will be applied to the employee's final retirement calculation as prescribed by ORS 237.153.

An employee who has accumulated the maximum amount of sick leave, one-hundred twenty (120) days will automatically donate excess sick leave into a sick leave pool, but in no instance shall an employee donate leave if his or her own accumulative sick leave accrual falls below one-hundred twenty (120) days.

Upon the exhaustion of their own personal sick leave, compensatory time, holiday time, and vacation time, any employee covered by the terms of this agreement shall have the right to appeal in writing, or in person, to request extra sick leave time, to be drawn from the sick leave pool.

The City herein agrees to work jointly with the Union during the term of this contract to establish a sick leave review board. The membership of the board shall be as follows:

two members designated by the Union;
two members designated by the City; and the City Administrator.

The purpose of this board shall be to hear requests from members of the bargaining unit for the use of sick leave that has accumulated within the sick leave pool. The board shall hear either in writing, or through a personal presentation, an appeal for the use of such time. The employee appealing for such time may designate a representative to speak before the board on behalf of said employee. The review board after hearing the presentation, may deny or grant a maximum of twenty (20) working days per calendar year to the requesting party.

(B) COMPASSIONATE LEAVE

In the event of a death in the employee's immediate family, (spouse, parent, step parent, child, sibling, father-in-law, mother-in-law, step-children, grand-parents, grandchild, brother-in-law, and sister-in-law) an employee may be granted leave of absence not to exceed five (5) work days without loss of pay. This leave shall be separate from sick leave and shall not accumulate from year to year.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

(C) WITNESS/JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his or her control, and where such duties can be construed to be in the public interest, he or she will be continued at full salary for the period of the required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days off or during other authorized leave without pay. Employees will be expected to report to work when less than a normal work day is required by jury or witness duties. The foregoing shall not apply if the employee is a party in interest to the proceeding.

(D) MILITARY LEAVE

Military leave shall be granted in accordance with the Oregon Revised Statutes.

(E) UNION LEAVES

An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay, or accrual of other benefits if requested by the Union, for a period not to exceed one (1) year. Applications for such leave shall be reviewed by the City Administrator, and may be granted or denied at the Administrator's discretion.

(F) LEAVE OF ABSENCE

Upon the written request of a permanent employee, the City Administrator may in writing, grant an employee a leave of absence without pay for a period not exceeding twelve (12) months. Such request shall include the reason for requesting such leave and establish reasonable justification for consideration by the City. An employee shall not accrue benefits or seniority during such leave, but will be reinstated with all previously earned leave and seniority upon his or her return to work.

4.5 VACATIONS

(A) ACCRUAL

Full-time employees shall accrue working days of vacation per full calendar month of service computed as outlined herein:

Years of Service	Hours Per Month	Days Per Year	Hours Per Year
0 - 1	6.66	10	80
1 - 2	7.33	11	88
2 - 3	8.00	12	96
3 - 4	8.66	13	104
4 - 5	9.33	14	112
5 - 6	10.00	15	120
6 - 7	10.66	16	128
7 - 8	11.33	17	136
8 - 9	12.00	18	144
9 -10	12.66	19	152
10+	13.33	20	160

(B) Accrued vacation shall be credited as earned vacation for each full calendar month of service in accordance with the above, except that vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.

An employee's earned but unused vacation credits shall be allowed to accumulate to a maximum of twenty-five (25) days (two-hundred (200) hours).

(C) UTILIZATION

Vacation time may be used as soon as it is earned. Scheduling of vacations should be mutually agreed upon by the employee and department head.

Preference in vacation scheduling, extra days, or any other choice given to members shall be by seniority. Seniority is defined as total length of unbroken service with the City as a permanent full-time employee. Each employee may exercise seniority one (1) time each year in the scheduling of a single vacation. If conflicts occur between scheduled vacation, and senior employees scheduling extra days off, vacation time off will be given preference. The City reserves the right to cancel vacations in the event of an emergency when public health and safety is jeopardized.

The foregoing shall not preclude the possibility of several employees within a given department or division as applicable being allowed to take vacation at the same time, nor shall it preclude the possibility of denying requested vacation to an employee or several employees while other employees are allowed to take vacation when such denial of vacation is due to operational requirements that do not uniformly affect all employees in the given department or division.

(D) TERMINATION

Permanent employees terminating employment with the City with vacation credit accrual shall be paid for those credits at the employee's wage rate at the time the credits were earned.

4.6 WAGES

Employees shall be compensated in accordance with the wage schedule attached to this agreement as Appendix A which by this reference is incorporated into and made a part of this agreement.

4.7 TRAINING AND EDUCATION

The City of Lebanon encourages its employees to improve their skills and qualifications through job-related educational development. Employee's educational development benefits both the City and the employee and allows for increased employee access to promotional opportunities. It is therefore the City's policy to reimburse City employees within annual approved budgetary guidelines, for the costs of tuition and books for job-related courses taken by employees that have been either required by the City or requested by the employee, subject to approval by the department head. If an employee requests and receives approval to take a given course, the employee must provide the department head proof of completion of the course with a grade of "C" or better to be eligible for cost reimbursement.

ARTICLE V POLICY

5.1 HOURS AND DAYS OF WORK

(A) HOURS

An individual employee's work week, other than employees at Library and Wastewater Treatment Plant, shall normally consist of five (5) consecutive work days Monday through Friday, followed by two (2) consecutive days off.

Wastewater Treatment Plant operations are necessary seven (7) days a week. An individual employee's work week shall normally consist of five (5) consecutive work days not necessarily Monday through Friday, followed by two (2) consecutive days off. Work schedule shall be the responsibility of the department head.

The work week for Library employees will normally consist of forty (40) hours.

An employee's regular work day shall be eight (8) hours and shall be consecutive except for a lunch period. During seasonal work periods or for operations deemed by the department head needing an extended work day to be most effective, the normal work day may be extended to ten (10) hours with the normal work week still consisting of forty (40) hours.

(B) SCHEDULES

Work schedules showing work days, shift assignments and the work hours will be posted thirty (30) days in advance by the City on bulletin boards available to employees. Except in an emergency circumstance outside City control, established work schedules will not be changed unless reasonable notice is given to the effected employees.

Nothing in this section or any part of this agreement shall be construed as a guarantee of hours of work.

(C) STANDBY

Employees required to be accessible by telephone or pager and available for dispatch to the job shall receive one (1) hour's pay at their straight time hourly rate for every six (6) hours of standby time for the duration of such standby period. Such pay shall not be counted as hours worked for purposes of computation of overtime pay, nor toward the required forty (40) hour work week.

(D) REST PERIODS/LUNCH PERIODS

All employees shall be granted a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half ($\frac{1}{2}$) shift as designated by the supervisor.

All employees shall be granted a lunch period of not less than one-half ($\frac{1}{2}$) hour or more than one (1) hour, except in emergency situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.

5.2 OVERTIME/COMPENSATORY TIME

(A) OVERTIME

Employees required by the City to work beyond the normal work day hours in

any twenty-four (24) hour period beginning at 12:01 a.m., or more than forty (40) hours per week shall receive overtime compensation. In no case shall overtime be paid twice for the same hours.

Overtime shall be computed to the nearest one-half ($\frac{1}{2}$) hour. Overtime pay shall be based on the actual number of hours on duty per day or week except that two (2) hours of overtime will be guaranteed in instances of emergency callback. Overtime for callback time may only be authorized by department head or other designated supervisory personnel.

The overtime rate shall be time and one-half ($1\frac{1}{2}$) the regular rate of compensation.

Employees will be encouraged to take compensatory time-off for accrued overtime. The City will attempt to grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation. The City shall maintain a record of all overtime worked and shall make the record available to any employee in the work section where the overtime was worked, or to the affected employee's representative.

In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis, or in the event of an emergency, such additional personnel as are deemed necessary by the City may be required to work overtime.

(B) COMPENSATORY TIME

All compensatory time earned must be utilized within three (3) months from the first day of the first full month following the date of accrual.

5.3 SENIORITY

(A) DEFINITIONS

Seniority as used in this agreement means a full-time employee's length of continuous service with the City since his or her last date of hire. An employee who has not completed six (6) months of continuous employment shall not be considered to have seniority and shall not be considered a permanent employee.

An employee shall lose all seniority credit in the event of voluntary or

involuntary termination or failure to return from an expired leave of absence.

A seniority list for the bargaining unit and classification shall be posted in conspicuous places available to employees.

A layoff means a permanent reduction in the City work force.

(B) LAY-OFF

In the event of a lay-off, reasonable notice of normally no less than thirty (30) days will be given to employees the City intends to lay-off. If the City reduces its work force, lay-offs shall be made within each job classification on the basis of seniority and with the least senior employee being the first to be laid off.

The City may make exceptions to lay-off on the basis of seniority where employees who possess special skills necessary to preserve the health, safety and welfare of the public would otherwise be laid off. A senior employee subject to this lay-off due to his or her lack of said special skills shall be given six (6) months to acquire the special skills. If the employee is not able to acquire the necessary special skills the City shall have the right to lay-off the employee and recall an employee on lay-off who possesses these skills.

(C) RECALL

Recalls from a lay-off shall be made according to seniority. No new employees shall be hired into a classification until all laid off employees qualified to do the job have been given a chance to return to work.

In order to maintain this right to recall, an employee must register in person or by mail with the City Administrator or his or her designee upon change of address, telephone number and at least annually signifying his or her availability for recall.

Laid off employees shall be recalled only by registered letter, return receipt requested and shall have five (5) days from receipt of such notification in which to inform the City of their intent to return to work and an additional ten (10)

days therefrom in which to report to work. An earlier reporting day may, by mutual arrangement, be arranged. Employees laid off for a period of twenty-four (24) months or longer lose all seniority and recall rights.

(D) TRANSFERS

Employees desiring to transfer to other comparable positions may submit application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

(D) JOB POSTING

Vacancies in the bargaining unit shall be posted in a place available to employees. Employees may apply for such open positions by the regular application procedure. Present qualified employees shall be given first consideration provided their qualifications are in the City's judgment, equal to those of other applicants. If two or more qualified present employees are otherwise equally qualified in the City's judgment, first consideration shall be given the applicant with the greatest seniority in applicable job classification.

(F) PROBATIONARY PERIOD

Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months.

The Union recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights, not specifically modified by this agreement with respect to such employees, including but not limited to the assignment of on-the-job training in other classifications. The Union also recognizes the right of the City to demote an employee on six (6) month promotional probationary status to his or her previous position.

5.4 SAFETY AND PROTECTIVE EQUIPMENT

The City will furnish all safety equipment and devices as required by the State Accident Commission. The City will also provide equipment and clothing

usually needed for the type of work to protect employee's health and safety as follows:

- 1) Rain gear for safety;
- 2) Rubber footwear with protective metal toe shields and bottoms;
- 3) Coveralls by rental agreement (to be left at work);
- 4) Uniforms (to be used for work only). Anyone working on the sanitary sewer system or at the Wastewater Treatment Plant shall leave their uniforms at work daily.

5.5 SETTLEMENT OF DISPUTES

(A) For the purpose of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this agreement or about any alleged violation of this agreement.

(B) TIME LIMITS

The time limits set forth herein shall be modified only by written agreement. Failure by the City or the Union to respond within a specified time limit shall constitute rejection of the grievance at that Step and thereby allow the other party to proceed to the next Step within the applicable time limit. If the Union wishes to abandon the grievance at any point in the grievance process, it must be done in writing. All time limits specified in this Article exclude Saturdays, Sundays and Holidays.

(C) 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 shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within five (5) days of the occurrence thereof. The written grievance shall include: (1) submittal date and date grievance occurred; (2) a statement of the specific City action or lack of action which is the cause of grievance; (3) specific provisions of the contract by Article and Section or Sections violated; and (4) remedy sought. The supervisor shall meet with the aggrieved party within the five (5) day period and shall make a written response to the grievance

within five (5) days.

Step 2. If after five (5) days from the submission of the grievance to the supervisor in Step 1 hereof the grievance remains unresolved, the grievance may be submitted within five (5) days to the department head or his designee by forwarding a copy of all materials submitted or received at all prior steps with a cover letter specifying that the matter is being pursued to the second step. The department head or his designee shall meet with the aggrieved party, (the aggrieved party may have a union representative at this meeting) and make a written response to the grievance within five (5) days from the date the grievance was submitted to Step Two.

Step 3. If after five (5) days from the date of submission of the grievance to the department head the grievance remains unresolved, the grievance may be submitted within five (5) days to the City Administrator by forwarding a copy of all materials submitted or received at all prior steps with a cover letter specifying that the matter is being pursued to the third step. The City Administrator or his or her designee shall meet with the aggrieved party and/or the Union and make a written response to the grievance within five (5) days from the date the grievance was formally submitted to the City Administrator.

Step 4. If the grievance is not resolved within five (5) days from submission of the grievance to the City Administrator, it may be submitted within five (5) days to mediation. The City and the Union will jointly request in writing a mediator from the State of Oregon Conciliation Service. The mediator shall have ten (10) days from the date of his appointment to investigate the grievance and shall then make written recommendations to both parties.

Step 5. If the grievance is not resolved within ten (10) days of receipt of the mediator's recommendation, both parties shall submit the grievance immediately to an arbitrator in the following manner:

Arbitration: A list of five (5) members of the American Arbitration Association shall be requested and the parties shall alternatively strike one name from the list until only one name is left. The toss of a coin shall determine whether City or Union is to strike the first name. The one name remaining following striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) calendar days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. The decision shall be binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration.

(D) Any or all of the time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(E) A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Union that the matter has been resolved.

ARTICLE VI CITY RIGHTS

6.1 CITY SECURITY

During the term of this agreement, the Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization, when called upon to cross such picket line. 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.

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 notification, publicly attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited to 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 procedure of this agreement.

It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike, work stoppage, or other interruption of work.

There will not be a lockout against the employees in the bargaining unit during the term of this agreement.

6.2 MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this agreement, the City retains all 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 rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this agreement.

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

1. To determine the services to be rendered to the citizens of the City.
2. To determine and to follow the City's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the departments 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 the bargaining unit.

4. To close or liquidate any office, branch, operations, 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.
5. To manage and direct the work force, including but not limited to the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer and retain employees; the right to lay-off; the right to modify job classifications or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To contract or subcontract work as may be determined by the City, providing it does not effect the employment status of the present full-time employees.
10. To assign shifts, workdays, hours of work and work locations.

11. To assign and designate all work duties.
12. To introduce new duties within the unit.
13. To determine the need for and the qualifications of new employees, transfers and promotions.
14. To discipline, reprimand, suspend, and discharge an employee subject to the perimeters of this agreement.
15. 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 such periods to be determined by the City.
16. To determine the need for overtime and the employees to work such overtime.

ARTICLE VII SAVINGS CLAUSE

7.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses and phrases of this agreement, but they shall remain in effect, it being the intent of the parties that this agreement shall stand, notwithstanding the invalidity.

ARTICLE VIII TERM OF AGREEMENT

8.1 THIS AGREEMENT shall be effective July 1, 1981 and shall be binding upon the City, the Union and their members and shall remain in full force and effect through June 30, 1984.

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 negotiated or signed 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.

THIS AGREEMENT shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the Union gives written notice to the other not later than December 15th next prior to the aforesaid expiration date of the agreement of its desire to modify the agreement.

ARTICLE IX
HISTORICAL CLAUSE

Nothing in this agreement is intended to nullify existing benefits that have existed during the life of this contract to employees and City under current policies and practices, unless specifically included in this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of March, 1981.

FOR THE UNION:

Larry Dean
Signature

Jean Elder
Signature

Brian K. Hall
Signature

FOR THE CITY:

Robert Smith
Mayor

Ed R. [unclear]
Recorder

P. L. [unclear]
Community Development Director

Rand W. [unclear]
Library Director

APPENDIX A

SALARY SCHEDULE FOR AFSCME

July 1, 1981

<u>Job Title</u>	<u>Salary Range</u>		
	<u>Low</u>	<u>High</u>	<u>Maximum</u>
Senior Maintenance Worker	1,272	1,574	1,731
Wastewater Treatment Plant Operator	1,272	1,574	1,731
Library Assistant II	948	1,198	1,317
Account Clerk	876	1,109	1,220
Municipal Court Clerk	925	1,156	1,272

- 1) July 1, 1980 to June 30, 1981 individual salaries increased by eight percent (8%) beginning July 1, 1981. The salary ranges after July 1, 1981 are shown above.

- 2) Second and third year of contract salaries and salary ranges shall be adjusted by full Consumer Price Index (C.P.I.) (All Urban) with a minimum adjustment of five percent (5%) and a maximum of eight percent (8%). Should the C.P.I. exceed thirteen and five tenths percent (13.5%) in either or both years the contract shall be opened for renegotiation of salary adjustments only. The C.P.I. shall be based on the Portland Index for the period of January 1981 to January 1982 for the second year adjustment and January 1982 to January 1983 for the third year adjustment.

- 3) Employees whose salaries are between the low and high range shall receive an automatic two and one-half percent (2½%) increase each year on their employment anniversary date up to the high salary.
- 4) The department head may grant an additional five percent (5%) increase each year for meritorious performance by the employee. Such increases will be based on the employee's annual performance evaluation.
- 5) An employee's salary may be increased to the range between the high and maximum salaries for meritorious performance as described in 4) above. Employees within this salary range are only eligible for the annual cost of living increase as described in 2) and meritorious performance increase.
- 6) After six (6) full months of employment the City will pay the employee's portion of the P.E.R.S. retirement contribution.
- 7) New employees shall be placed in the salary range between the low and high salaries in keeping with their experience level as determined by the department head.