

A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO EXECUTE MEMORANDUM )  
OF UNDERSTANDING WITH NON-UNION )  
PERSONNEL. )

RESOLUTION NO. 44  
for 1981

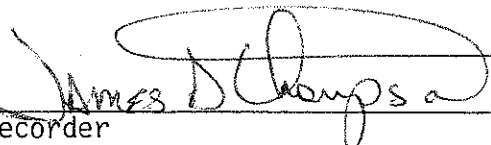
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a memorandum of understanding with the non-union personnel of the city for the fiscal years 1981-82. A copy of such memorandum 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 26<sup>th</sup> day of August, 1981.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

MEMORANDUM OF UNDERSTANDING

NON-UNION PERSONNEL - 1981-82

The City of Lebanon, hereinafter called City, and all non-union personnel (full time non-department head positions) as designated herein, hereinafter called non-union personnel, make the following written memorandum of understanding for the fiscal year 1981-82.

The City herein agrees to extend to the non-union personnel the fringe benefits and use of a grievance procedure as outlined below.

Work Schedule:

Generally speaking, the work schedule shall be a forty (40) hour week, 8:00 a.m. to 5:00 p.m., Monday through Friday.

Holiday Schedule:

The holiday schedule for non-union personnel shall be as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday following
- Christmas Day
- Friday following a Christmas on Thursday
- Three (3) personal holidays

When a holiday falls on Sunday, the following Monday shall be the holiday.

When the holiday falls on Saturday, the previous Friday shall be the holiday.

The personal holidays shall be granted at the beginning of each fiscal year and shall be utilized during that year. They cannot be carried into the next year. New employees shall be granted the following number of personal holidays for the remaining period of the fiscal year in which they were hired:

<u>Date of Hire:</u>	<u>Personal Holidays:</u>
July 1st to Sept 30th	3
Oct 1st to Dec 31st	2
Jan 1st to March 31st	1
April 1st to June 30th	0

Employees are encouraged to take their personal holidays in a manner so that they are spread out during the year. A compromise date of use may be necessary if manning levels become a problem.

Compensation:

The City agrees that the non-union personnel shall be given a cost of living increase of 8.5% effective July 1, 1981.

Salary ranges for non-union personnel are as follows:

<u>Position:</u>	<u>Low</u>	<u>R A N G E</u> <u>High</u>	<u>Max</u>
Police Lieutenant	1,800	2,150	2,365
Assoc Civil Engineer	1,750	2,100	2,310
City Planner	1,750	2,100	2,310
Building Official	1,667	2,000	2,200
Fire Marshall	1,700	1,960	2,200
PW Superintendent	1,625	1,950	2,145
PW Supervisor	1,513	1,815	1,997
WWTP Supervisor	1,513	1,815	1,997
Finance Office Manager	1,312	1,574	1,731
Engineering Technician	1,312	1,574	1,731
Accountant	1,250	1,510	1,600
Administrative Secretary	1,000	1,220	1,340
Secretary II	966	1,149	1,275
Accounting Clerk	876	1,109	1,200
Secretary I	860	1,032	1,135
Bus Driver	839	1,007	1,108

The salary range will be utilized in the following manner:

(1) Employees whose salaries are between the low and high range shall receive an automatic two and one-half percent (2.5%) increase each year on their employment anniversary date up to the high salary.

(2) The department head may grant an additional increase each year for meritorious performance by the employee. Such increases will be based on the employee's annual performance evaluation.

(3) An employee's salary may be increased to the range between the high and maximum salaries for meritorious performance only. Employees within this salary range are only eligible for the annual cost of living increase and meritorious performance increase.

(4) After six (6) full months of employment the City will pay the employee's portion of the PERS retirement contribution.

(5) 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.

(6) The City further agrees to open for discussion the cost of living increase and fringe benefit package for fiscal year 1982-82 prior to the end of fiscal year 1981-82.

Health Benefits:

The City of Lebanon will provide to the non-union personnel and dependents the following health benefits at no cost to the employer:

- (a) League of Oregon Cities Plan III Health Insurance
- (b) League of Oregon Cities Plan III Dental Insurance
- (c) League of Oregon Cities U.C.R. Plan Vision Care
- (d) League of Oregon Cities Group Life Insurance Plan V (employee only)
- (e) League of Oregon Cities Plan Orthodontical Supplement to Dental Insurance.

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 cost 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.

Grievance Procedure:

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

(2) Grievances will be processed in the following manner and within the following time limits. A grievance shall be reduced to writing, signed by the employee and shall include the following information:

- a) a statement of the grievance and the facts upon which it is based;
- b) the remedial action requested;
- c) the section of this agreement to which the grievance relates.

(3) The grievance must be submitted by the employee within five (5) days of its occurrence to the appropriate department head with a copy to the City Administrator. If the grievance cannot be resolved within five (5) days it shall be submitted to the City Administrator along with all pertinent information. The department head shall meet with the aggrieved party, his/her representative and the City Administrator and the Administrator shall render his decision within ten (10) calendar days.

If the grievance cannot be resolved within ten (10) calendar days, it shall be forwarded to the next step.

(4) Arbitration: An arbitrator shall be selected in the following manner: A list of five (5) members of the American Arbitration Association shall be requested and the parties shall alternately strike one name from the list until only one name is left. A toss of a coin shall decide whether the City or the employee (or his/her representative) strikes 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 within ten (10) days. The powers of the arbitrator shall be limited to the interpretation of this memorandum in determining if it has been violated. The decision of the arbitrator shall be binding on both parties. The cost of arbitration shall be shared equally by the City and the aggrieved employee. Any or all of the time limits specified in this grievance procedure may be waived by mutual consent of the employee and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement by the aggrieved employee that the matter has been resolved.

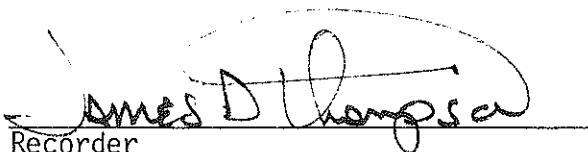
Other Benefits and Procedures:

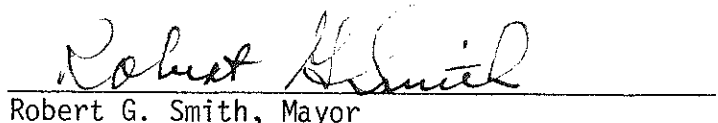
All benefits and procedures not specifically addressed in this Memorandum of Understanding shall be in keeping with those in the City of Lebanon Blue Book - Employee's Guide to City Policy.

DATED: August 26, 1981.

FOR THE CITY:

ATTEST:

  
Recorder

  
Robert G. Smith, Mayor

A D D E N D U M  
TO  
MEMORANDUM OF UNDERSTANDING FOR NON-UNION PERSONNEL  
FOR FISCAL YEAR 1981-82

Compensation:

The City agrees that the department head personnel shall be given a July 1, 1981 cost of living increase of ten percent (10%).

Salary ranges for department head personnel shall be as follows:

<u>Position:</u>	<u>Low:</u>	<u>Max:</u>
Community Development Director	2,200	2,700
Police Chief	2,000	2,475
Fire Chief	2,000	2,475
Finance Director	2,000	2,475
Library Director	1,600	2,000
Senior Services Director	1,200	1,400

An employee's salary shall be between the Low and Max limits. The employee will receive an annual cost of living adjustment and is eligible for additional adjustments during the year based on employee development and performance.

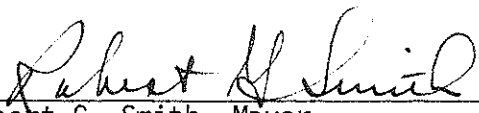
The City agrees to open for discussion the cost of living adjustment and fringe benefit package for fiscal year 1982-83 prior to the end of fiscal year 1981-82.

Other Benefits:

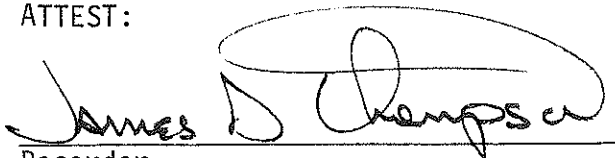
If not specifically addressed in this addendum, the department head shall receive all items addressed in the Memorandum of Understanding for Non-Union Personnel.

DATED: August 26, 1981.

FOR THE CITY:

  
\_\_\_\_\_  
Robert G. Smith, Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder