

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AGREEMENT
WITH AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES FOR
FISCAL YEARS 1984-87.)

RESOLUTION NO. 19
for 1984.

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

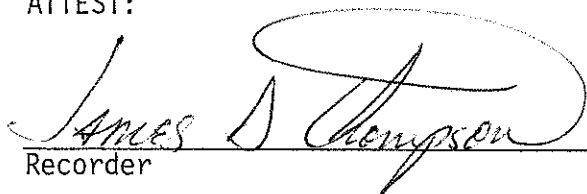
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an agreement with the American Federation of State, County and Municipal Employees for Fiscal Years 1984-1987. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 27th day of June, 1984.



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

Effective July 1, 1984

Through June 30, 1987

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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, 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 all full-time (regular twenty hours per week or more) employees except for members of other certified bargaining units, with respect to matters relating to wages, hours and working conditions. Supervisory employees, confidential employees, part-time employees, the Senior Engineering Technician, seasonal employees hired for less than one hundred-twenty (120) days, and persons hired for a limited period under a specific government program or grant, not to exceed one year, are specifically excluded.
- 1.2 Should the City substantially modify an old or existing classification, the following shall apply:
 - (A) The applicable wage rate shall be temporarily established by the City and notice given to the union of the rate, and the newly modified classification description.
 - (B) The rate so established by the City shall become permanent at the end of one month from the date of notice above unless the Union requests negotiations for a permanent rate within that time period.

ARTICLE II NONDISCRIMINATION

- 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. All references to employees in this agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include both male and female employees.

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 Section 3.1 (B) and upon authorization by the employee to the City, an amount equal to the uniformly required dues will be deducted from the pay of all bargaining unit members, except for the incumbents (as of the effective date of this contract), of Payroll Clerk, and Senior Services Coordinator. The amounts so deducted shall be remitted on a monthly basis to the local Union, or 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 or who is entitled to a sincerely held religious exemption under Oregon or United States law. 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 and equivalent to the Fair Share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for a mutually satisfactory non-religious, 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 Section A or B of

this Article, dues or like amounts shall be deducted for any calendar month during which the employee works forty (40) hours 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 and break 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 also are Union representatives will be allowed time away from their work assignments without loss of pay when required for the specific purpose of adjusting or avoiding 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 per employee 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 are legal paid holidays:

NEW YEAR'S DAY	JANUARY 1st
MEMORIAL DAY	LAST MONDAY IN MAY
INDEPENDENCE DAY	JULY 4th
LABOR DAY	FIRST MONDAY IN SEPTEMBER
VETERAN'S DAY (Public Works Employees Only)	NOVEMBER 11th
THANKGIVING DAY	FOURTH THURSDAY IN NOVEMBER
FRIDAY FOLLOWING THANKGIVING DAY	FOURTH FRIDAY IN NOVEMBER
CHRISTMAS DAY	DECEMBER 25th
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 a Saturday then the preceeding 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 alternative holiday at the mutual convenience

of the employee and the City.

- (B) In addition to the holidays noted above, Library, Senior Services and Finance employees shall receive three personal holidays per year and the Public Works employees shall receive two personal holidays per year. Personal holidays shall be granted at the beginning of each fiscal year and shall be utilized during that year. Supervisors shall be responsible for notifying employees on the first work day of June of any personal holidays not yet taken by the employee. If the supervisor does not allow the employee to take the day(s) off prior to July 1st or if the supervisor fails to notify the employee of personal holidays not taken, the personal holiday(s) shall be carried over into the new fiscal year and added to the employee's accumulated vacation time.

New employees shall be granted personal holidays according to the schedule below. The new employee shall not be allowed to take the personal holiday(s) until successful completion of the six (6) month probationary period.

Personal Holidays

<u>Date of Hire</u>	<u>Library, Senior Services and Finance</u>	<u>Public Works</u>
July 1 - Sept 30	3	2
Oct 1 - Dec 31	2	2
Jan 1 - March 31	1	1
April 1 - June 30	0	0

- (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 in Section 4.1 (A) on which they perform no work. Employees required to work on a recognized holiday shall be compensated

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. Employees will be encouraged to take compensatory time-off for overtime accrued on the holiday. 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.

4.2 HEALTH AND INSURANCE BENEFITS

- (A) Medical, Dental, and UCR Vision Insurance. Except as provided for in 4.2 (B), the City agrees to pay, for the duration of this agreement, the cost of full family medical, dental, orthodontic and UCR vision insurance for the previously established plan (League of Oregon Cities Plan III) or an 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) Rate Increases. During each fiscal year covered by this agreement, the City shall pay the first twenty percent (20%) of total increase for the insurances named in 4.2 (A). At such time during the fiscal year that the total rate for the aforementioned coverage exceeds one hundred twenty percent (120%) of the rate in effect as of June 30 of the previous fiscal year, the cost in excess of 120% of the previous year's rate shall be borne by the employee through payroll deduction for the duration of this agreement.
- The City shall promptly notify the Union of any increase in rates charged to the City by the carriers of the aforementioned insurances.
- (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.

The Union may elect to substitute a union sponsored long term disability program. In such an event, the City shall pay to the Union the sum of \$15.00 per month per employee, by the fifth of each month. Said contribution shall relieve the City from any further long term disability insurance obligation. If the Union elects this option, said \$15.00 contribution shall be frozen for the life of the contract and any increases in premiums will be the responsibility of the Union and its members.

The Union shall submit proof of insurance to the City Administrator.

- (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, Dental, Vision, Long-term disability and Life Insurance benefits provided for herein for the first one-hundred eighty (180) calendar day 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 the employee returns to work.

4.3 RETIREMENT

For the duration of this agreement, the City shall continue the current retirement plan.

4.4 LEAVES

- (A) Sick Leave. Sick leave shall be accrued at the rate of eight (8) hours 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 nine-hundred sixty (960) hours. Unused sick leave shall not be compensated upon termination. 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.

Sick leave accrual will be reported by the Finance Office to each employee on a monthly basis. 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 will not be allowed for disabilities or illness resulting from outside employment. Sick leave shall not be used to enable the employee to provide child care necessitated by the minor illness of a child or the employee's spouse. When an employee requests time off for a previously planned appointment that could be scheduled on an employee's day off, sick leave will not be used unless the employee presents verification from the physician that this was a required date of treatment.

When an employee must be away from the job because of serious illness in the immediate family (husband, wife, son, daughter, stepchildren), he may request time, which may be granted at the department head's discretion and charged against the employee's sick leave. If an employee must be away from the job because of serious illness in the extended family (sister, brother, step-sister, step-brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild), such time may be granted upon request to the department head and charged against sick leave, vacation or compensatory time at the discretion of the department head.

In an effort to encourage appropriate use of sick leave, the

following incentive is offered. Employees who were employed continuously by the City from July 1 to June 30 and who used twenty-four (24) or less of the accrued ninety six (96) hours of sick leave during that time period shall be paid in cash for the difference between hours used and twenty-four (24) hours the following December 1st at the straight time rate on a separate check. Sick Leave paid will be deducted from the employee's sick leave balance. Lost time for work related compensable sick leave shall not affect the incentive program.

An employee who has accumulated the maximum amount of sick leave, nine-hundred sixty (960) hours 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 nine hundred sixty (960) hours.

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:

(a) Two members designated by the Union.

(b) 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 one hundred sixty (160) hours per calendar year to the requesting party.

(B) Compassionate Leave. In the event of a death in the employee's immediate or extended family (as defined in 4.4 (A)), an employee may be granted by the department head leave of absence not to

exceed forty (40) hours without loss of pay. This leave shall be separate from sick leave and shall not accumulate from year to year.

- (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.

<u>Years of Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>	<u>Hours Per Year</u>
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) or one and one-half (1½) times the employee's annual rate of accrual, whichever is greater.

- (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 his/her supervisor and approved by the 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 to 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 of termination.

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 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 that have been requested by the employee, subject to approval by the department head. If the 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.

For courses taken at the request of the City, the City will pay in advance, for all costs of tuition, books, transportation, meals and

lodging associated with that training. All books and materials purchased by the City remain City property.

ARTICLE V
POLICY

5.1 HOURS AND DAYS OF WORK

- (A) Hours. An individual employee's work week, other than Library and Senior Services, shall normally consist of five (5) consecutive work days, Monday through Friday followed by two (2) consecutive days off. 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 to need 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.

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

- (B) Schedules. Work schedules showing work days, shift assignments and the work hours will be posted fifteen (15) calendar 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 affected 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 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.

Except in instances where a special project is being completed,

or special skills are required, every reasonable effort will be made to distribute overtime equitably among employees that desire overtime in their classification, in which overtime occurs. If disagreements arise under this section, and evidence exists indicating an inequity, a reasonable time will be allowed the City or Department head to adjust overtime distribution.

- (B) Compensatory Time. All compensatory time earned must be utilized within twelve (12) months of the date earned.

5.3 SENIORITY

- (A) Definitions. Seniority as used in this agreement means a bargaining unit member'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) Layoff. In the event of a layoff, reasonable notice of normally no less than thirty (30) days will be given to employees the City intends to lay-off. In the event of a layoff, employees shall be laid off in the inverse order of their seniority in the Public Works Department. Within the other departments, layoff shall be in the inverse order of seniority within job classifications.

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 classification or department seniority first per the provisions of Section 5.3 (B).

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 or 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) 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.

- (E) 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

Employees shall not be required to work in unsafe conditions. The City will furnish all safety equipment and devices as required by the State of Oregon Accident Prevention Division. 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 shield and bottoms:
- 3) Coveralls (to be left at work):
- 4) Uniforms (to be used for work only);
- 5) Leather (lace) steel toe work boots:

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 employees shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within ten (10) 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 the five (5) days.

Step 2. If after the 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 (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 Employment Relations Board. 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 arbitrators from the Employment Relations Board 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 any other labor organization, when called upon to protect the City's health, safety and welfare. Disciplinary action, including discharge, may be taken by the City |

against any employee or employees engaged in a violation of this article.

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 the way of illustration, the following 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 affect 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 invalid or unconstitutional, such decision shall not affect 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, 1984 and shall be binding upon the City, the Union and their members and shall remain in full force and effect through June 30, 1987, and the terms of this agreement shall continue thereafter during any period of negotiations for a new contract.

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 this agreement of its desire to modify the agreement.

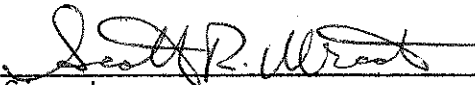
ARTICLE IX
HISTORICAL CLAUSE

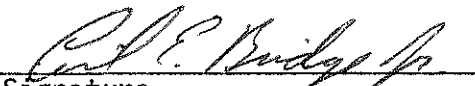
Agreements to this contract are not intended to nullify existing historical benefits to employees unless specifically included in this agreement. Without limitation to, but by way of illustration, the historical benefits will include:


- 1) Use of the City's facilities for the cleaning of cover-alls.
- 2) Use of the department facilities for minor repair of personal vehicles during non-business hours.
- 3) The right to enter the shop area when off duty to conduct Union business.
- 4) The City furnishes work gloves for Public Works employees.
- 5) The use of the City's microwave ovens.
- 6) The use of the refrigerator at the Library, for library employees.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27th day of June, 1984.

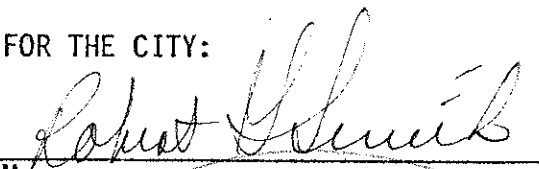
FOR THE UNION:

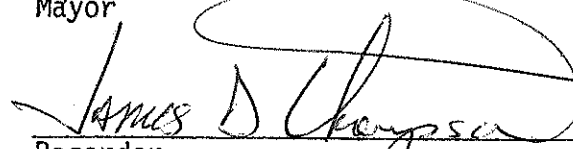

Signature


Signature

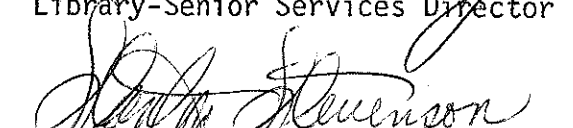

Signature

FOR THE CITY:


Mayor


Recorder


Library-Senior Services Director


Public Works Director

APPENDIX A

	<u>Base</u>	<u>6 mo</u>	<u>12 mo</u>	<u>24 mo</u>	<u>36mo</u>	<u>48 mo</u>
<u>Senior Maint Worker:</u>	1,460	PERS	1,515	1,651	1,738	1,829
<u>Library Asst II:</u>	1,129	PERS	1,225	1,286	1,350	1,418
<u>Librarian I:</u>	1,435	PERS	1,535	1,612	1,692	1,775
<u>Secretary/Acct Clerk</u> <u>Municipal Crt. Clerk:</u>	1,048	PERS	1,108	1,163	1,221	1,283

- 1) For the first year of this contract (July 1, 1984 - June 30, 1985), the wages of all bargaining unit members shall be frozen at the rate in effect on June 30, 1984.
- 2) For subsequent years of this contract, members of the bargaining unit shall receive the percentage increase in wages negotiated with the City by the bargaining units representing the Police and Fire employees, whichever is highest.
- 3) Upon successful completion of the six months probationary period, the City will pay the employee's portion of the PERS retirement contribution.
- 4) The Department Head may advance an employee an additional step for meritorious performance.
- 5) An employee promoted from a lower to a higher classification will receive a wage increase commensurate with his level of education, experience and competence.

APPENDIX A

	<u>Base</u>	<u>6 Mo</u>	<u>12 Mo</u>	<u>24 Mo</u>	<u>36 Mo</u>	<u>48 Mo</u>
<u>Senior Maint. Worker:</u>	1,460	PERS	1,515	1,651	1,738	1,829
* <u>Maintenance Worker:</u>	1,250	PERS	1,300	1,365	1,433	1,505
** <u>Civil Engineering Technician I:</u>	1,400	PERS	1,449	1,500	1,552	1,607
<u>Library Asst. II:</u>	1,129	PERS	1,225	1,286	1,350	1,418
<u>Librarian I:</u>	1,435	PERS	1,535	1,612	1,692	1,775
<u>Secretary/Acct Clerk Municipal Ct Clerk:</u>	1,048	PERS	1,108	1,163	1,221	1,283
*** <u>Senior Services Coord.</u>	7.25/hr	PERS	7.75/hr	8.15/hr	8.55/hr	9.00/hr

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- 4) The Department Head may advance an employee an additional step for meritorious performance.
- 5) An employee promoted from a lower to a higher classification will receive a wage increase commensurate with his level of education, experience and competence.

* Effective November 24, 1984

** Effective February 5, 1985

*** Effective March 6, 1985