

City of La Grande
And
La Grande Employees
Association

Collective Bargaining
Agreement

June 21, 2020 through June 20, 2023

Table of Contents

	<u>Page</u>
Preamble	1
Article 1 – Recognition	1
Article 2 – Association Security	
2.1 Check Off	1
2.2 Maintenance of Efforts	1
2.3 Voluntary Payment of Fees for Nonmembers	1
2.4 Hold Harmless	2
2.5 No Discrimination	2
Article 3 – Management Rights	2
Article 4 – Hours	
4.1 Regular Hours	2
4.2 Temporary Changes	3
4.3 Breaks and Lunch Period	3
4.4 Minimum Rest Between Shifts – Emergency Operations	3
Article 5 – Overtime	
5.1 Definition	3
5.2 Forms of Compensation	3
5.3 Compensatory Time	4
5.4 On-Call	4
5.5 Call Back	4
5.6 Flex Hours	5
5.7 No Pyramiding	5
Article 6 – Seniority	
6.1 Seniority List	5
6.2 Determining Senior Employee	5
6.3 Termination of Seniority	5
Article 7 – Layoff	
7.1 Order of Layoff	5
7.2 Recall	6
Article 8 – Grievance Procedure	
8.1 Definition of Grievance	6
8.2 Grievance Steps	6
8.3 Time Limits	8
Article 9 – Discipline	
9.1 Standard	8
9.2 Probationary Employee	8
9.3 Imposition	8
9.4 Due Process	8
9.5 Just Cause Standards	8
9.6 Disciplinary Documents	9
Article 10 – Savings Clause	9

Article 11 – General Provisions	
11.1 Pay Periods	9
11.2 Position Change	9
11.3 Collective Bargaining and Other Union Activities	10
11.4 Reclassification procedure	10
11.5 Benefits for Part-Time Employees	10
Article 12 – Wages and Salaries	
12.1 Wage Schedule	10
12.2 Incentives	11
12.3 Performance Increases	12
12.4 Working out of Classification Pay	12
12.5 Increases at the Top Steps of Pay Ranges	13
Article 13 – Insurance	
13.1 Health Insurance	13
13.2 Retiree Health Insurance Benefit	14
13.3 Employee Notice Obligation	15
Article 14 – Retirement & Other Benefits	
14.1 Plan Maintenance	15
14.2 Employee Contribution	15
14.3 Employer Contribution	15
14.4 Life Insurance	15
14.5 Disability Insurance	15
14.6 Health Reimbursement Account	15
14.7 Air and Ground Ambulance Membership	16
Article 15 – Educational Reimbursement Program	16
Article 16 – Uniforms and Tool Allowance	
16.1 Uniforms	16
16.2 Tool Allowance	16
Article 17 – Vacation Leave	
17.1 Vacation Leave Prorating	17
17.2 Vacation Leave	17
17.3 Vacation Scheduling	17
Article 18 - Holidays	
18.1 Holidays	18
18.2 Working on Holidays	18
18.3 Holidays Coinciding with Other Leaves	18
18.4 Holiday Pay for 4/10 Employees Hired Before December, 1993	18
Article 19 – Sick Leave	
19.1 Sick Leave Accrual	19
19.2 Sick Leave Payment upon Death	19
19.3 Sick Leave Utilization	19
19.4 Verification of the Need for Sick Leave and Fitness for Duty Exams	20
19.5 Miscellaneous Provisions	20
19.6 Reinstatement of Sick Leave	20
Article 20 – Other Leaves	
20.1 Military Leave	20
20.2 Other Leaves of Absence with Pay	20
20.3 On the Job Injury	20
20.4 Leave Without Pay	21

20.5 OFLA/FMLA Leave	21
Article 21 – Mileage and Lodging	
21.1 Use of Personal Vehicle	22
21.2 Meals	22
21.3 Lodging	22
21.4 Expense Voucher	22
Article 22 – Safety	
22.1 Safety	23
Article 23 – Term of Agreement	23
Execution of Agreement	24
Salary Schedule	25
Incentives	26

PREAMBLE

This contract entered into by and between the City of La Grande, Oregon, hereinafter designated as "the City," and the La Grande Employees Association, hereinafter designated as "the Association."

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole collective bargaining agent for all employees of the City of La Grande holding positions listed in the Classification and Wage Schedule attached hereto as Appendix A.

All employees that are supervisory, confidential, casual, seasonal or temporary, hired for a limited term under a specific State or Federal grant, limited duration employees participating in publicly or privately funded vocational rehabilitation and training programs, or employees who work less than an average of 20 hours per week, are excluded from the bargaining unit and not covered by this Agreement. These exclusions apply even if the classification is listed in the Classification and Wage Schedule of Appendix A.

ARTICLE 2 – ASSOCIATION SECURITY

2.1 Check Off

The City agrees to monthly deduct Association dues and assessments from the paychecks of those employees who individually request in writing that such deductions be made. Copies of payroll authorization forms will be provided to the City. The amounts to be deducted shall be certified to the City in writing by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the treasurer of the Association regularly.

2.2 Maintenance of Efforts

If the City receives a request from an employee to revoke the employee's payroll authorization, it will notify the Association and direct the employee to contact the Association to ensure that any revocation is consistent with the limitations included in the payroll authorization signed by the employee, including compliance with the window period stated in the payroll authorization form. The City will continue to deduct amounts equal to the dues and assessments certified by the Association from the employee's paycheck until the next window period or the Association confirms in writing that it is appropriate to cease payroll deductions. The 18th of each month is the cutoff for processing authorizations or revocations. Authorizations or revocations received after that date will not be processed until the following pay period.

2.3 Voluntary Payment of Fees for Nonmembers

An employee who chooses not to become a member of the Association may still voluntarily agree to pay fees in an amount equal to Association dues to offset the cost to the Association for serving as the employee's exclusive representative. Any such fees are completely voluntary and is in no way a condition of employment with the City. Any employee who wishes to voluntarily agree to pay such fees will submit a written request to withhold such fees to the City and the Association.

2.4 Hold Harmless

The City shall acquire no liability for any error made in the process of dues deduction. Satisfaction and resolution of any and all discrepancies relating to Association dues deductions will rest solely with the Association. The Association 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 action taken pursuant to the provisions of this Article. The Association and the City agree to reimburse any monies paid or not paid in error within 30 days' notification of such error.

2.5 No Discrimination

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, family and medical leave use, disability and any other status or characteristic protected by applicable law, or Association affiliation.

ARTICLE 3 – MANAGEMENT RIGHTS

The employer retains all of the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City of La Grande. This includes but is not limited to the authority to schedule work and employees and to determine if overtime compensation shall be in cash or leave compensatory time. The rights of employees in the bargaining unit are limited to those specifically set forth in this Agreement, and the employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

The La Grande Employees Association recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City, including the exercise of said contracting and subcontracting rights in the event of emergency, essential public need, or where it is uneconomical for City employees to perform said work.

The City agrees to post notice of all work rules/policies in conspicuous places for reference by employees. All employees shall continue to comply with the presently published rules/policies. Changes or additions to such rules/policies shall be furnished to the Association prior to implementation. Nothing in this Article is intended to serve as a waiver of the rights of the Association or the City under the Public Employee Collective Bargaining Act, including the right to bargain over changes that involve or impact mandatory subjects of bargaining.

ARTICLE 4 – HOURS

4.1 Regular Hours

A normal workweek shall consist of forty (40) hours in a seven (7) day work period. The City's workweek is a seven-day period and begins at 12:00:00 a.m. on Sundays ending the following Saturday at 11:59:59 p.m.

A normal work shift shall consist of eight (8) hours, or ten (10) hours under the four-ten (4-10) plan.

Daily hours of work (or shifts) for employees within departments shall be assigned by department directors, as required to meet the operational requirements of the department.

Overtime is computed and paid pursuant to Article 5.

4.2 Temporary Changes

During an emergency, and consistent with the provisions of Article 5, the City may temporarily change the regular hours of an employee's or group of employees' schedule as described in Article 5.5 regarding call backs. Employees shall be provided with notice of an emergency need to report to work as soon as practicable. The City may make a shift adjustment without triggering the Call Back provisions of Article 5.5 provided notice of the shift adjustment is made to the employee not later than 6:00 PM on the preceding calendar day or by the end of the employee's shift on the preceding day, prior to the start of the adjusted shift.

4.3 Breaks and Lunch Period

Employees are allowed one (1) hour for lunch or other arrangements as approved by the City Manager. The lunch period is unpaid. For each four (4) hours worked of a workday or shift, employees are allowed one (1) paid break of 15 minutes, or 20 minutes for each five (5) hours worked on the four-ten (4-10) plan.

4.4 Minimum Rest Between Shifts—Emergency Operations

During the emergency and as the situation dictates, the City shall strive to provide adequate breaks and rest periods to mitigate the impacts of the extended hours with the intent of providing eight hours of rest between shifts when possible.

If an employee works more than 16 consecutive hours then once the emergency ends, the employee will be given at least 8 consecutive hours off to rest before beginning their next regularly scheduled shift. If the 8 hour rest period overlaps with any portion of the employee's next regular shift, the City will pay one-half of the overlapping time as administrative leave with pay at regular time and the employee may choose to flex their schedule or use accrued paid vacation or comp time for the remainder of the overlapping hours. The administrative leave shall not be considered as hours worked for the purpose of calculating overtime.

For example, if an employee worked 20 hours in a row and needed four hours of their regularly scheduled shift for rest, the City would provide two hours as paid administrative leave time and the employee could then flex their stop time for the day by two hours or use two hours of vacation leave to cover that remaining portion of their schedule.

ARTICLE 5 – OVERTIME

5.1 Definition

The overtime rate of time and one-half (1 ½) shall be paid for hours worked in excess of forty (40) hours per week or eight (8) or ten (10) hours (according to the current schedule) of a normal workday. Overtime includes any time worked either immediately before or immediately after the employee's normal work shift. Overtime includes time worked by direction of a supervisor in completing work on an incident in progress. Overtime shall be computed to the nearest fifteen (15) minutes in accordance with FLSA rounding rules.

5.2 Form of Compensation

Overtime shall be paid at one and one-half (1 ½) times the employee's present regular hourly rate of pay or in the form of compensatory time off.

5.3 Compensatory Time

This Agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.20 et seq. Compensatory time off shall be accrued at the rate of one and one-half (1 ½) times the number of overtime hours worked. Accrued compensatory time shall be taken off hour for hour. Compensatory time may be earned and taken off with mutual agreement of the supervisor and the employee. Employees may accumulate up to eighty (80) hours of compensatory time. Any overtime hours worked after the employee reaches the 80-hour limit will be paid to the employee at the overtime rate.

- a. Compensatory time off requests shall be approved for time off within a reasonable time after the request is made if the time off does not unduly disrupt operations of the City.
- b. Upon separation from employment with the City, or death, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee or the average rate of pay over the last 3 years of employment, whichever is higher.
- c. The City is not required to pay to any employee the value of all or a portion of the accrued compensatory time balance except upon separation as described in sub-paragraph (b) of this Article. However, in a unique circumstance or to mitigate a hardship an employee may request that City Manager authorize a cash payout of the employee's compensatory time balance, which the City may elect to do *case-by-case* on a non-precedent setting basis in order to assist an employee. If such a request is denied, the employee may request reconsideration and may be assisted by an Association representative.

Should this compensatory time agreement be deemed to be in violation of any State or Federal statute or regulation, then all overtime shall be paid by the City and any provision herein regarding compensatory time shall be of no further effect.

5.4 On-call

If the City requires certain employees to be on "on-call" between their regular work shifts or on a weekend, the supervisor shall notify the employee(s) in advance. No employee shall normally be required to be on-call for more than a twenty-four (24) hour period. If the employee is not required to respond, the employee shall receive the minimum compensation of two (2) hours at time and one half (1 ½). If the employee is required to respond, the employee shall receive time and one-half (1 ½) for the actual hours worked or a minimum of two (2) hours at time and one-half (1 ½), whichever is greater.

Employees required to be on-call may be required to carry a communications device provided by the City or to remain in-range to receive a cellular phone call on a personal or City cell phone. Employees on on-call will be required to be able to respond to the work place/site in no less than thirty (30) minutes from the initial phone call; otherwise, the employee is free to engage in personal pursuits at home and throughout the greater La Grande area.

5.5 Call Back

If an employee is called back to work from off-duty/time-off status, such as during an emergency as described in Article 4, the employee shall be compensated at the rate of time and one-half (1 ½) for two (2) hours or for all hours worked on the call-back, whichever is more.

If the call back precedes and is contiguous to the regular shift, the call back compensation ends at the start of the employee's regular shift hours.

5.6 Flex Hours

Whenever an employee works overtime hours, the employee shall have the option to request flex hours off on another workday within the same workweek. If requested by the employee, the Department Head shall grant or deny the request based on operational and staffing considerations. To the extent that the request is granted, the additional hours worked will be paid as straight time. However, should the employee work additional hours during the work week or, for operational reasons, not be allowed to take the time off granted under the flex request, the employee will receive overtime pay for those hours worked in excess of 40 hours during the workweek. The City may not direct an employee otherwise entitled to overtime pay to flex time off in a workweek to avoid payment at the overtime rate.

5.7 No Pyramiding

In administering this article, the City shall not be required to pay twice for the same hours.

ARTICLE 6 – SENIORITY

6.1 Seniority List

The City shall establish a seniority list for each position within a classification in each department. The list shall be brought up to date on a regular basis by the City and be posted in each department. A copy of the seniority list shall be available to the Association President shortly after preparation. The list shall be compiled by date of hire for each classification. Any objections to the seniority list as posted shall be reported to the department director.

6.2 Determining Senior Employee

In the event that two (2) or more employees hold equal time in grade in any classification, the employee with the most time in service with the City shall be deemed the senior employee.

6.3 Termination of Seniority

Seniority shall be terminated if an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off and fails to respond to a written notice of recall within the time required in Section 7.2;
- d. Is laid off work for a period of time greater than 18 months or a period of time equal to the employee's seniority, whichever is shorter; or retires.

ARTICLE 7 – LAYOFF

7.1 Order of Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their position within their classification. Within the current department structure, any employee who is to be laid off who has advanced to his/her present position from a lower position within the same classification in which the employee held employment shall be eligible to bump to a lower position, for which the employee is qualified, occupied by an employee with less seniority. The bumping employee's seniority

in the lower classification shall be established according to the date of his/her appointment to that classification. The pay and benefits for the bumping employee in the lower classification shall be as close as possible to, but not higher than, that which the employee received in the higher classification. The salary range and benefits of the lower classification are not affected by bumping.

7.2 Recall

No new employees shall be hired in any classification in the bargaining unit until all employees in recall status who were laid off from the relevant classification series have been recalled. Employees in recall status shall be called back according to seniority in the classification series from which the employees were laid off. It is the responsibility of employees in recall status to keep the City informed of their correct mailing addresses and of changes in layoff status due to employment.

The City shall send recall notices specifying the classification being offered by certified mail, return receipt requested, to the last address that the employee provided to the City. The recalled employee shall have ten (10) working days from the date on the notice to deliver to the City the employee's written notice accepting the recall to the classification specified and fifteen (15) days from the date of the notice of acceptance to report for work.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 Definition of Grievance

A grievance is defined as a complaint arising out of alleged violations concerning the application of, interpretation of, or compliance with the provisions of this Agreement.

8.2 Grievance Steps

The Association or an employee shall notify the immediate supervisor of the grievance in the following manner:

Step 1. The Association or the employee shall orally present the grievance to the immediate supervisor within fifteen (15) workdays of the occurrence of the acts, omissions or events alleged to have violated the Agreement. If the grievance concerns the discharge of an employee that employee or the Association may start the grievance at Step 2 by filing the grievance directly with the management team within fifteen (15) working days of the date of the discharge.

The Association/employee and the supervisor shall document the date their discussion occurred and its outcome. At this step, an employee may be accompanied by a representative of the Association.

The immediate supervisor shall respond in writing to the Association or employee within fifteen (15) workdays.

Step 2. If the Association or grievant is dissatisfied with the action of the immediate supervisor, the employee/Association shall, within ten (10) workdays of the delivery of the supervisor's response, present a written grievance to the employee's management team. ² Said written grievance shall include the initial response from the supervisor, the original date of the grievance, a description of the issue, provisions of the contract alleged to have been violated, and

the requested remedy. The immediate supervisor will be responsible for receiving the written grievance and distributing it to other team members. The City Manager or his designee will be responsible for gathering the management team to discuss the grievance and to hear the employee/Association on the matter. Such meeting shall be scheduled within ten (10) workdays or as soon as practicable thereafter, of the delivery of the written grievance from the employee/Association.

²The management team is inclusive of all managers that have a line of responsibility for the employee, up to and including the City Manager.

The purpose of this meeting is to allow the employee/Association an opportunity to explain their grievance to all parties at one time. The management team will provide a written response to the employee/Association within ten (10) workdays of the meeting.

It is understood and agreed that if the grievance is denied by the management team, the Association shall have the sole and exclusive discretion to determine whether to pursue the grievance to arbitration and may elect to withdraw, compromise or otherwise settle the grievance prior to arbitration if the Association concludes, in good faith, that such action is warranted.

Step 3.

If the grievance is not resolved at Step 2 and the Association opts to proceed to arbitration, then within ten (10) workdays from the receipt of the management team's response to the Step 2 grievance, the City and the Association will attempt to select an arbitrator by mutual agreement. If they are unable to agree upon an arbitrator, the Association will request a list from the State Conciliation Service of a panel of thirteen (13) persons qualified to serve as the neutral arbitrator. Within thirty (30) days, the parties shall in turn consecutively strike one name from the list, the party striking first being chosen by lot, and the last remaining name on the list shall serve as the arbitrator; provided, if before the lots are drawn, either party objects to the entire list, a new list will be requested.

Each party shall pay its own costs associated with arbitrating the grievance. The fees and expenses of the arbitrator shall be divided equally between the parties. The arbitrator's decision shall be final and binding upon both parties, but he or she shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be requested to issue his or her decision within thirty (30) days after conclusion of the proceedings. The parties agree that the arbitrator will have the authority to hear and decide any post-decision matters for 45 days from the date of his or her decision or for as long as the parties may mutually agree.

8.3 Time Limits

In the event an employee/Association misses any time limits specified above, the dispute shall not be subject to the arbitration process and the decision of the management team shall be final and binding.

In the event the City fails to meet a deadline stated in this Article, the grievance will automatically be advanced to the next step of the grievance process.

Any of the time limitations specified in the above prescribed procedure may be extended by the mutual written consent of both parties.

ARTICLE 9 – DISCIPLINE

9.1 Standard

No employee shall be disciplined except for just cause. Oral warnings and verbal counseling are not considered discipline and shall not be protested through the grievance procedure. The City may note the occurrence of such non-disciplinary actions in an employee's personnel file, but the employee must be informed of such a notation and given an opportunity to submit a statement in response. Written notations of such actions will be removed from an employee's personnel and working files after two years if the employee has received no other warning, counseling or discipline for similar conduct during that time.

9.2 Probationary Employee

The safeguards contained in this article shall not apply to any employee during their initial probation.

9.3 Imposition

If the City has reason to discipline an employee, it shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

9.4 Due Process

In the event the City believes a non-probationary employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- a. The employee shall be notified of the charges or allegations that may subject them to discipline.
- b. The employee shall be notified of the disciplinary sanctions being considered.
- c. The employee will be given an opportunity to refute the charges or allegations, either in writing or orally, in an informal hearing.
- d. At employee's request, the employee will be entitled to Association representation at the informal hearing.

9.5 Just Cause Standards

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.

- c. The City must conduct a reasonable investigation.
- d. It must be determined that the employee engaged in the alleged misconduct or act.
- e. Discipline must be appropriate and will normally be progressive in nature, but earlier disciplinary steps may not be necessary depending, on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f. The employee's past employment record shall be considered, if appropriate, based on the severity or the act.

9.6 Disciplinary Documents

If the Association requests a copy of a disciplinary document, the City will provide the Association a copy within five working days. No disciplinary documents will be placed in an employee's personnel file unless that employee has received a copy of the document. The City will not use any disciplinary document in an employee's personnel file as the basis for discipline unless the employee has been provided with a copy of the document.

If an employee goes three years without receiving discipline for similar misconduct, the employee may request that the City Manager remove the disciplinary documents from the employee's personnel and working files. The City Manager, in his or her sole discretion, may remove those documents if they find that the situation warrants removal.

ARTICLE 10 – SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any Federal, State or City law, the remaining provisions of this Agreement shall be considered severed therefrom and remain in full force and effect for the duration of this Agreement.

ARTICLE 11 – GENERAL PROVISIONS

11.1 Pay Periods

The monthly salaries stated in the Salary Schedule Addendum to this Agreement shall be paid regularly on the last business day of each month, except an employee may request a mid-pay period draw. Mid-month draws may be made up to 40% of monthly gross pay, less deductions required by law or authorized by the employee, and will be direct deposited into the employee's bank account.

11.2 Position Change

When the City is creating, changing or deleting a classification or job description within the bargaining unit, the City will notify the Association President and provide a copy of any changed job description at least ten (10) days before the effective date of the proposed change.

If any new permanent classifications within the bargaining unit are established by the City, the parties agree that the wage schedule established by the City will be submitted to the Association and should the Association so request, the wage schedule shall be negotiated.

When any City position is vacant, all departments shall receive a job announcement to be posted on the department bulletin board at least one (1) week prior to close of the application period.

11.3 Collective Bargaining and Other Union Activities

Based upon operational requirements, members appointed by the Association as their Collective Bargaining Negotiation Committee, will be allowed to bargain without loss of pay when attending sessions that are conducted during the employees' scheduled work hours. In any event, not more than three (3) employees will be allowed off at any one time. One Association officer, with the approval of his/her department director, may have up to sixteen (16) hours' time off to prepare for negotiations.

In addition, the City will grant up to five (5) employees whom the Association designates as its representatives reasonable time to engage in activities specified in ORS 243.798 during their regularly scheduled work hours without loss of compensation, up to three (3) of whom may engage in such activities at any one time. Such activities include but are not limited to meeting with City representatives on labor relations issues (e.g., grievance meetings, investigatory interviews, and labor management meetings) and testifying at grievance arbitrations or Employment Relations Board proceedings. The Association will provide the City with a list of up to five (5) designated representatives for such purposes, but will at a minimum include the principal officers of the Association. The Association will promptly deliver to the City updates to the list, as needed.

11.4 Reclassification Procedure

The City agrees to consider employee or Association reclassification requests under the terms of City Policy 96-406 or its successor.

11.5 Benefits for Part-Time Employees

All benefits for regular part-time employees who work an average of 20 hours per week or more will be pro-rated according to time worked.

ARTICLE 12 – WAGES AND SALARIES

12.1 Wage Schedule

Employees covered by this Agreement shall be paid a monthly salary as provided in Appendix A:

Effective June 21, 2020, all salaries in the salary schedule will be increased by two and one-half percent (2.5%).

Effective June 21, 2021, all salaries in the salary schedule will be increased by the 12-month percentage change in the CPI-W Western States Index, Size Class B/C, for calendar year 2020 with a minimum increase of 1.0% and a maximum increase of 3.0%.

Effective June 21, 2022, all salaries in the salary schedule will be increased by the 12-month percentage change in the CPI-W Western States Index, Size Class B/C, for calendar year 2021 with a minimum increase of 1.0% and a maximum increase of 3.0%.

(Note: as of June, 2020, this index was published at:

https://data.bls.gov/timeseries/CWURN400SA0&output_view=pct_12mths at the Bureau of Labor Statistics website).

12.2 Incentives

Employees with the following certifications, if not a job requirement but used in employment, will be paid the following amounts in addition to base salary:

- a. State of Oregon Waste Water System Operator \$.30 per hour per degree of certification.
- b. State of Oregon Water System Operator \$.30 per hour per degree of certification.
- c. Basic Electricity \$.30 per hour.
- d. OSHA Competent Person \$.30 per hour (Only when designated by supervisor and so acting)
- e. Herbicide and Pesticide Spray Applicant License \$.30 per hour
- f. Concrete Test Certification \$.30 per hour
- g. Crane Operator Certification \$.30 per hour
- h. Crane Inspector \$.30 per hour
- i. Back Flow Specialist Certification \$.30 per hour
- j. Arborist Inspector \$.30 per hour
- k. Playground Inspector \$.30 per hour
- l. Permit Technician Certification \$.30 per hour
- m. Residential Building Inspector Certification \$.30 per hour
- n. Residential Mechanical Inspector \$.30 per hour
- o. Manufactured Home Inspector \$.30 per hour
- p. Residential Plans Examiner \$.30 per hour
- q. Commercial Building Inspector \$.30 per hour
- r. Commercial Mechanical Inspector \$.30 per hour
- s. Residential Plumbing Inspector \$.30 per hour
- t. Residential Electrical Inspector \$.30 per hour
- u. Commercial Plans Examiner \$.30 per hour
- v. Specialty Plumbing Inspector \$.30 per hour
- w. Specialty Electrical Inspector \$.30 per hour
- x. Fire Life and Safety Plan Review \$.30 per hour

- y. Commercial Electrical \$.30 per hour
- z. Commercial Plumbing \$.30 per hour
- aa. Medical Gas (Plumbing)- \$.30 per hour
- bb. Class A Commercial Driver's License \$.30 per hour

The City will pay the cost for obtaining or renewing medical certifications and maintain current practice for certification school/seminars. The department director will make the final determination if the certification is part of City job duties. If certification is not used in general work performance, the City will provide a payment of one-half (1/2) the stated amount per month for each degree of certification. The City shall pay for the cost for obtaining and maintaining one level of certification above that which is required by the State of Oregon on the City's systems.

The maximum certification pay that will be paid shall be for four certifications.

12.3 Performance Increases

Salaries shall fall within the ranges as shown in the Salary Schedule. An annual performance increase of four percent (4%) shall be granted to an employee on his/her anniversary/promotion date, if the "Overall" rating on the employee's overall performance evaluation under Supervisor's Performance Rating is "Fully Competent" or better, provided however, that in no event shall any employee's pay exceed the top of the appropriate pay range.

12.4 Work out of Classification Pay

When an employee is required to temporarily accept the responsibilities and carry out the full range of duties of a higher classification for a continuous period of longer than ten (10) working days, the employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%) whichever is higher.

12.5 Increases at the Top Steps of Pay Ranges

Apart from any other wage increases stated herein, on June 21, 2021, and on June 21, 2022, the top step in the pay ranges of the following positions shall be increased by an additional 1.0%. For employees who advance to the top step of their pay range prior to these dates, the increase shall be effective on June 21, of 2021, and 2022, respectively.

POSITION
Engineer Tech II
Engineer Tech III
Engineer Tech IV
Finance Tech I/Receptionist
Finance Tech III
Finance Tech IV
Lead person
Library Tech III
Assistant Mechanic
Mechanic
Park Utility Tech II
Planning Tech II
Associate Planner
Codes/Engineering/Planning Tech
Aquatics Site Coordinator
Specialty Codes Inspector I
Specialty Codes Inspector II
Utility I
Utility II

ARTICLE 13 – HEALTH INSURANCE

13.1 Health Insurance

The City agrees to provide health insurance (medical, dental and vision) to the bargaining unit. Eligible employees and their spouses, domestic partners and dependents shall be enrolled through CIS in the Co-Pay B plan with Rx4, alternative care rider, and VSP 12/12/24) in accordance with the terms of the Plan. The premium for such insurance shall be paid 90% by the City and 10% by the employees based on a tiered premium structure. Employees will be allowed to choose from one of the following tiers of coverage: employee only, employee and child, employee and children, employee and spouse and full family. However, Employees may not opt out of health insurance.

If necessary to comply with federal insurance affordability requirements, the City may increase its contributions to employees' premiums.

An "eligible employee" for purposes of health insurance entitlement under this labor agreement is an employee who is regularly scheduled to work one thousand forty-four (1044) or more hours per year; eligible employees who work fewer than two thousand eighty-eight (2088) hours per year may elect to enroll. However, the premium costs for

part time employees will be shared by such employees and the City *pro rata*. For example, if a regular part time employee normally works half time, the City shall pay fifty percent (50%) of the premium it otherwise would have paid for the employee were the employee regularly scheduled to work full time.

13.2 Retiree Health Insurance Benefits

Employees hired prior to July 1, 2002, who retire and meet the continuous service requirements stated below, and the dependents of such an employee, shall be eligible for retiree health insurance as described below. The retired employee must be enrolled in the same plan as provided to other employees in the bargaining unit.

If the retired employee or the retired employee's eligible surviving dependents are required to pick-up additional premium cost, the employee shall do so as instructed by the City's Payroll Division. If the retired employee or retired employee's surviving dependents become delinquent with these payments to the City, coverage will be discontinued and will not be reinstated. For this purpose, "delinquent" shall be determined under the COBRA rules (e.g.: its mailbox rule, grace period and special rules for "insignificant" underpayments).

<u>CONTINUOUS SERVICE</u>	<u>MAXIMUM CONTRACT COVERAGE PERIOD</u>
20 YEARS	FIRST 3 YEARS
25 YEARS OR MORE	FIRST 5 YEARS

If the retired employee has at least 30 years' continuous service with the City immediately preceding the date of retirement; is covered under the above program; and dies before the end of the five (5) year period as stated above, the City shall continue coverage for the surviving dependents (if on policy at time of death) for the remainder of the five (5) year period as allowed by the City's plan.

Coverage may be discontinued for the retiree and/or dependents during the remainder of this period for reasons including, but not limited to the following:

1. **Medicare Eligibility** – The employee shall be responsible for notifying the City when the employee and/or dependents become eligible for Medicare.
2. **Other employment** – The employee or dependents, including surviving spouse, become employed by another employer who provides employer paid health insurance for which the employee or dependents are eligible. Notifying the City of other employment and availability of other insurance shall be the responsibility of the employee.
3. **Death** – Employee dies and spouse remarries. Spouse can continue with coverage if she/he does not remarry, but notification to the City of employee's death and desire to continue or discontinue coverage shall be the responsibility of the spouse.
4. **Divorce** – Employee and spouse divorce.
5. **Delinquent Payments** – Employee or dependents are delinquent with payments as defined in Section 13.1 above.

Nothing in this Section shall be construed as reducing the obligation of the City under Federal law or COBRA to provide a temporary extension of group health coverage or under ORS 243.303 to make retiree health care insurance available to retirees.

13.3 Employee Notice Obligation

An employee or dependents shall notify the City of any change in any circumstance affecting the eligibility of a retired employee or of the employee's dependents within thirty (30) days of the event; failure to do so shall disqualify the employee and dependents from any further benefit, and shall create a liability owed to the City by the retired employee and/or non-minor dependents for expenses paid by the City which the City was not responsible to make, in addition to any other liability permitted by law based on fraud or intentional misrepresentation.

ARTICLE 14 – RETIREMENT & OTHER BENEFITS

14.1 Plan Maintenance

The City shall continue with no less of a retirement plan than is now in force. The Association will be notified prior to any changes to this plan.

14.2 Employee Contribution

The employees' pre-tax monthly contribution to the retirement plan shall be one percent (1%) beginning after six months of employment.

14.3 Employer Contribution

The employer's monthly contribution to a mutually agreed upon retirement system shall be thirteen percent (13%) of the employee's pre-tax monthly salary beginning after six months of employment.

14.4 Life Insurance

The City will provide \$35,000 of life insurance covering employees against both occupational and non-occupational related deaths.

14.5 Disability Insurance

The City shall provide long term disability insurance for employees covered under this contract. The "MAXIMUM BENEFIT" any employee shall receive for an accepted claim as determined by the insurance carrier shall not exceed 60% of actual salary or \$1,500 (60% of \$2,500) per month, whichever is less.

14.6 Health Reimbursement Account

Employees who are enrolled in City sponsored health insurance shall have a Health Reimbursement Account, which will be an HRA VEBA, an individualized City HRA VEBA which is privately administered, or a plan administered by a private plan administrator.

A contribution will not be made to a new employee's HRA VEBA until the employee has successfully completed six (6) months of employment, at which time the employee will receive a pro-rata contribution to the HRA VEBA, based on the employee's hire date. For regular part-time employees, the HRA VEBA contribution shall be prorated according to time worked. The City will contribute to the HRA VEBA on behalf of employees as follows:

- a. On or about July 1, 2020, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party and \$1,500 for three or more enrolled.
- b. On or about July 1, 2021, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party and \$1,500 for three or more enrolled.

- c. On or about July 1, 2022, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party and \$1,500 for three or more enrolled.

14.7 Air and Ground Ambulance Membership

The City shall provide an Air and Ground Ambulance Membership for all full-time employees and members of this household who qualify according to the terms of membership. New employees will receive this benefit on a pro-rated basis beginning when the employee has successfully completed six (6) month of employment. Memberships will be for the period of July 1st through June 30th annually.

ARTICLE 15 – EDUCATIONAL REIMBURSEMENT PROGRAM

For the purpose of encouraging regular employees to pursue appropriate formal education, employees will be reimbursed for job-related educational courses taken, subsequent to approval of the department director and pursuant to the following:

- a. Reimbursable expenses shall be restricted to tuition, course fees, and required textbooks; and no more than six (6) hours of credit may qualify for payment under this plan in any given school term.
- b. The employee must present evidence to substantiate expenses, obtain an average of “C” grade or better and surrender all textbooks for placement in the City reference library where they will be available to all employees of the department.
- c. The City’s educational incentive program shall not be utilized by employees who are obtaining funds from other education programs.
- d. For budgeting purposes, employees must notify the department director by February 15th of their intent to attend school in the following fiscal year (July 1 to June 30).
- e. The decision of the department director regarding job relatedness of an educational training course for reimbursement shall be binding and final.

ARTICLE 16- UNIFORMS AND TOOL ALLOWANCE

16.1 Uniforms

Required uniforms and safety gear will be provided by the City. Personal eye glasses broken accidentally while working in the job and following accepted safety standards will be replaced by the City, if not otherwise covered by insurance.

16.2 Tool Allowance

Whenever it is a condition of employment that an employee furnish his/her own small tools, a monthly tool rental not to exceed \$75.00 per month may be paid to such employee upon recommendation of the department director and approval by the City Manager.

ARTICLE 17 – VACATION LEAVE

17.1 Vacation Leave Prorating

Employees covered under this contract whose workweek is no less than forty (40) hours, shall earn vacation leave as stated below. Employees working less than forty (40) hours, but no less than twenty (20) hours per week, shall earn vacation leave on a pro-rata basis.

17.2 Vacation Leave

Regular employees in paid status shall accrue paid vacation leave at the following rates:

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>VACATION DAYS PER YEAR</u>
0 thru 5 full years of continuous service	8.0 hours	12
6 thru 10 full years of continuous service	10.00 hours	15
11 thru 15 years' continuous service	13.33 hours	20
16 thru 20 years of continuous service	15.33 hours	23
Over 20 year of continuous service	16.67 hours	25

Vacation leave shall not accrue during periods of unpaid leave. Regular employees, upon successfully completing initial probation, shall be credited with vacation leave accrued during their probation. Employees may begin using accrued vacation leave at that time.

After an employee has successfully completed his or her initial probationary period, he or she shall be entitled to cash compensation, in lieu of using accrued vacation leave, at the end of their employment. Compensation shall be on an hour-for-hour basis. In case of death, regardless of time served with the City, compensation for all accrued but unused vacation leave will be paid to the employee's beneficiary as designated on the City's life insurance policy.

Employees will be permitted to carry over unused vacation time equivalent to the annual vacation allowance earned by the employee in the preceding year. This carry over of vacation time will not exceed carry-over of two (2) years without prior written approval of the City Manager.

17.3 Vacation Scheduling

Seniority shall be the basis for scheduling vacation periods as the term is defined in Article 6 of this Agreement. When an employee's vacation is established within the department, it shall be posted so that employees with greater seniority have the opportunity to bump the vacation period of a less senior employee within three (3) days of posting and subject to the approval of the department director. Employees shall be limited to 1 bump per contract year and shall only be allowed for time off up to 1 week, regardless of whether time off was used or not.

ARTICLE 18 - HOLIDAYS

18.1 Holidays

All regular employees in paid status shall receive twelve (12) paid holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving Day	Memorial Day

Two (2) "Floating" Holidays as sixteen (16) hours will be credited to the employee's floating holiday bank on the first day of each contract year, pro-rated for less than full time employees and for new employees. If not used the holiday will not carryover to the next contract year. Scheduling of the holiday will be by mutual agreement.

Holiday pay shall not be paid to employees in unpaid status due to being on unpaid leave or in layoff status with right of recall.

18.2 Working on Holidays

Employees required to work on a holiday shall receive a day off or, at the discretion of the department head, a full day's pay in addition to standard holiday pay. If an employee works a full work day on the 4th of July, Christmas Day or Thanksgiving Day, the employee will earn time and one-half (1 ½) for the time worked in addition to a paid day off.

Callouts on holidays shall be paid at the rate of double time with a minimum of two (2) hours in addition to regular holiday pay. Holiday callout pay shall apply to any regular employee who must work on a holiday, but who has not been scheduled to work the holiday at least 30 days prior to it.

18.3 Holidays Coinciding with Other Leaves

Holidays that fall during authorized vacation or sick leave shall not be charged against the leave. Holidays that fall on an employee's regular day off shall be taken off on the employee's next scheduled work day, or on another day during the pay period if the employee and their supervisor agree to a mutually acceptable date.

18.4 Holiday Pay for 4/10 Employees Hired Before December, 1993

The following applies to current public works and parks employees, only if hired before December 1993. Employees working a four-ten (4-10) schedule will earn ten (10) hours of pay based on the employee's hourly rate of pay, for the stated holidays of Memorial Day, the 4th of July and Labor Day. Eight (8) hours of pay will be earned for all other holidays.

All other employees working under a four-ten (4-10) work schedule will earn eight (8) hours of pay, based on the employee's hourly rate of pay, for all holidays. Employees working a 4-10 work schedule have the option of taking two hours of unpaid leave on regularly scheduled holidays.

ARTICLE 19 – SICK LEAVE

19.1 Sick Leave Accrual

Paid sick leave shall be earned by each regular full-time employee at the rate of eight (8) hours per full pay period of service as set forth in Article 11.1. Accrued sick leave may not exceed 960 hours. Sick leave shall not accrue during any period of leave of absence without pay.

19.2 Sick Leave Payment upon Death

Upon an employee's death, his/her beneficiary or estate shall be compensated in cash, at his/her regular rate of pay, for 100% of unused sick leave accrued by the employee at the time of his/her death.

19.3 Sick Leave Utilization

Upon notification to their immediate supervisor, employees may use accrued sick leave for any purposes specifically allowed under State and Federal laws pertaining to sick leave use, including the following:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate accrued sick leave to another City employee as allowed under City Policy.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

19.4 Verification of the Need for Sick Leave and Fitness for Duty Exams

When allowed under State and Federal laws, the City Manager or department director may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. The City Manager or department director may also require certification of a physician as to the physical or mental fitness of an employee for the performance of his or her duties, as permitted by the ADA and other applicable State and Federal laws.

19.5 Miscellaneous Provisions

Upon exhaustion of paid sick leave, unpaid leave may be available to employees under the ADA, Oregon's Family Leave Act and the federal Family Medical Leave Act. See the agreement stated at Article 20.5.

If an employee is on vacation or on a floating holiday and becomes ill during that time, the employee may substitute accrued sick leave for vacation or floating holiday leave for those days if the department director is notified on each day the employee is ill.

Nothing in this Section shall be construed as reducing the obligation of the City and/or the health insurance benefits provider under Federal law, Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), to provide a temporary extension of group health coverage or under ORS 243.303 to make retiree health care insurance available to retirees.

19.6 Reinstatement of Sick Leave

An employee, who is re-employed following a layoff or a leave without pay, shall have reinstated sick leave credits accrued during the previous employment. An employee who is re-employed within one (1) year after voluntary separation shall have all of his/her sick leave credits restored.

ARTICLE 20 – OTHER LEAVES

20.1 Military Leave

Military leave will be granted in accordance with Oregon and Federal Law.

20.2 Other Leaves of Absence with Pay

An employee shall be granted a leave of absence with pay for:

1. Answering a Summons to perform Jury Duty. All employees performing jury duty will document such time to show actual hours spent before, during, and after their assigned shift.
2. The required attendance of court or administrative hearings or arbitrations in connection with an employee's official duties, including the time required to travel to the court and return to the employee's worksite.
3. Other authorized duties in connection with City business; public relations and emergency services as long as approved by the department director and, if possible, with at least twenty-four (24) hours' notice given, unless notice is waived by the department director.

20.3 On the Job Injury

Employees who have accumulated sufficient leave time and who are absent from work due to an accepted Workers' Compensation claim arising out of employment with the City, shall, subject to the limitations provided herein, be paid by the City the difference between his normal net salary after mandatory withholdings and the amount paid as the time loss

benefit by Workers' Compensation Insurance for a period of up to, but not exceeding six (6) months from the date of the first day of absence paid under the accepted claim; provided, however, that the City shall proportionately deduct the value of such payments from the employee's accrued sick leave, compensatory time, holiday leave, floating holiday leave and vacation leave (in that order) from employees receiving such payment during said six-month maximum period.

Should an employee, who has been injured on the job, use all accrued leave before the end of the six-month maximum period, the remaining time off will be considered leave without pay. However, for the remainder of that six-month period, health, life and disability insurance coverage will be provided as specified in Article 13.

An employee injured on the job and who qualifies for Workers' Compensation Insurance shall continue to earn seniority credit during leave without pay status.

The determination of whether an employee is able to perform his normal duties or able to work shall be made by an employee's treating physician, a qualified medical doctor or chiropractor licensed to practice in the United States. The City may request a second opinion and determination in which case the physician will be selected and paid for by the City.

20.4 Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of an employee, the City Manager may approve a leave of absence without pay not to exceed 90 calendar days, only after all other types of applicable paid leave and protected unpaid leave required by law have been exhausted. Leaves of absence without pay for periods in excess of 90 days must, again, be approved by the City Manager. Request for such leave must be in writing and must establish reasonable justification for approval of request. Normally, such leave will not be approved for an employee who is accepting employment outside the City service.

Upon application of any employee, up to 90 calendar days' sick leave without pay may be granted by the City Manager, subject to approval by the City Manager, for the remaining period of disability after earned sick leave and all other types of paid leave accruals and protected unpaid leave required by law have been exhausted. In the event such leave exceeds 90 days, any extension must, again, be approved by the City Manager. From time to time, the City Manager may require that the employee submit a verification from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such sick leave shall be canceled and the employee's services terminated.

Except as required by state or federal law, employees on leave without pay will not earn benefits.

20.5 OFLA/FMLA Family Leave

The City shall adhere to Oregon and Federal family leave laws and the City policy related thereto, for protected leaves by an employee eligible for time off under the OFLA and FMLA, including for the death of a family member in accordance with Oregon law, and including protected deployment leave benefits for the spouse of a service member.

OFLA/FMLA qualifying family leaves shall be charged against accumulated sick leave for the first forty (40) hours of the employee's protected leave. Additional time off as protected family leave shall then be charged to compensatory time, vacation or sick leave, in the order decided by the employee.

ARTICLE 21 – MILEAGE AND LODGING

21.1 Use of Personal Vehicle

When an employee is required to utilize a personal vehicle in the performance of official City duties, compensation shall be at the IRS mileage rate.

21.2 Meals

When an employee is traveling on City business that does not require an overnight stay, the City shall reimburse the employee based on detailed receipts for actual expenses incurred for meals and incidentals in an amount not to exceed the current Federal Per Diem Rate in effect for the location. Payments made shall be subject to the Internal Revenue Service rules regarding travel.

When an employee is traveling on City business that requires an overnight stay, the City will provide the employee with per diem reimbursement for meals and incidentals for the trip at the current Federal Per Diem Rate in effect for the location. Within 30 days of the employee's travel, the employee must submit an expense report that must include: the date, time, and place of travel; the business necessity for the travel; a listing of meals provided as part of the conference or training that are included in the registration and paid for by the City; and expenses paid for which the employee is requesting reimbursement. (e.g., mileage, lodging if not prepaid by the City, or other expenses other than meals and incidentals that would be paid for by the employee as part of the per diem allowance). Per Diem payments shall not be made in advance of the travel unless approved in writing in advance by the City Manager in the case of a demonstrated financial hardship on the part of the employee.

When attending professional conferences approved by the department director, the City can approve the payment of the actual cost of conference meals that exceed the Per Diem for the employees and no per diem will be paid for those meals.

21.3 Lodging

Where possible, the City will establish direct billing relationships with lodging providers and pay the authorized lodging costs directly. If the City does not have direct billing in a location, the City will attempt to pay for the lodging in advance using a City credit card if the employee does not have a City issued credit card. If payment cannot be arranged prior to the travel and upon the request of the employee, the City will approve a travel advance for the cost of the lodging only. The City Manager can approve payment for lodging in excess of the daily per diem rate if such approval is in the best interest of the City.

21.4 Expense Voucher

Employees will be furnished travel expense report vouchers to be returned with receipts for lodging, meals, conference schedule/agenda, and all other expenses within 10 business days of return to work. Reimbursements will not be made if detailed receipts are not provided. Detailed receipts are not required for meals and incidentals associated with overnight travel for which the employee is paid a Per Diem.

ARTICLE 22 – SAFETY

22.1 Safety

The City agrees to continue to provide a safe work environment for employees in the bargaining unit and to comply with City policies and applicable state and federal safety regulations. The City further agrees to provide employees with all required personal protective equipment and safety equipment to perform their duties in a safe manner. Grievances under this Article may not be taken to binding arbitration, but may be processed through the earlier steps of the grievance procedure to give the parties an informal opportunity to address safety concerns.

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall be effective from June 21, 2020, through June 20, 2023. This Agreement shall automatically be renewed for one year thereafter unless one of the parties notifies the other, in writing, of their intent to negotiate a successor Agreement by September 5, 2022. Thereafter, the Agreement shall be renewed annually unless one of the parties notifies the other of their intent to negotiate a successor Agreement by September 5 of that calendar year. Notification under this Article shall be made in writing. The terms of this Agreement shall only apply to those employees employed on the effective date of the Agreement and to those hired thereafter.

The parties acknowledge that they have fully bargained with respect to the terms and conditions of employment and have fully settled them for the term of this Agreement, in accordance with the provisions hereof, except as expressly otherwise provided in this Agreement. Nothing herein contained shall be construed to prevent collective negotiations for a new contract for a term following the term of this Agreement or during the life of the Agreement if the City raises an issue not covered by the contract that is a mandatory subject of bargaining.

This Agreement may be amended, altered or added to by written agreement of both parties.

EXECUTION OF AGREEMENT

This Agreement is executed on this, the 24 day of July 2020 between the City of La Grande and the La Grande Employees Association.

For the City of La Grande:


For the Association:

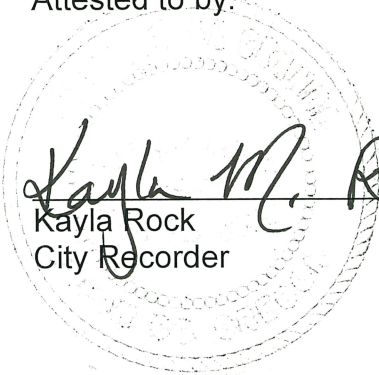

Robert Strope, City Manager


Jered Huff, LEA President

Attested to by:


Butch Stephens, LEA Vice President


Kayla Rock
City Recorder



Appendix A - Salary Schedule		
Effective June 21, 2020		
POSITION	START	TOP
Clerk/Typist I*	\$ 2,282	\$ 2,888
Clerk/Typist II*	\$ 2,642	\$ 3,344
Secretary	\$ 3,072	\$ 3,868
Engineer Tech. I	\$ 3,212	\$ 3,945
Engineer Tech II	\$ 3,674	\$ 4,412
Engineer Tech III	\$ 4,111	\$ 4,860
Engineer Tech IV	\$ 4,674	\$ 5,150
Finance Tech I/Receptionist	\$ 2,689	\$ 3,406
Finance Tech II	\$ 3,200	\$ 3,940
Finance Tech III	\$ 3,665	\$ 4,402
Finance Tech IV	\$ 3,847	\$ 4,620
Leadperson	\$ 4,218	\$ 4,980
Library Aide	\$ 1,849	\$ 2,287
Library Tech I	\$ 2,689	\$ 3,406
Library Tech II	\$ 3,200	\$ 3,940
Library Tech III	\$ 3,665	\$ 4,402
Assistant Mechanic	\$ 3,258	\$ 3,940
Mechanic	\$ 3,847	\$ 4,620
Municipal Court Clerk	\$ 3,200	\$ 3,940
Park Utility Tech II	\$ 3,847	\$ 4,620
Park Utility Worker II	\$ 3,200	\$ 3,940
Planning Tech I	\$ 3,212	\$ 3,945
Planning Tech II	\$ 3,847	\$ 4,620
Associate Planner	\$ 4,212	\$ 5,048
Codes/Engineering/Planning Tech	\$ 3,485	\$ 4,226
Permit Technician I**	\$ 2,768	\$ 3,501
Permit Technician II**	\$ 3,072	\$ 3,868
Permit Technician III**	\$ 3,379	\$ 4,274
Aquatics Site Coordinator	\$ 3,569	\$ 4,145
Specialty Codes Inspector I	\$ 3,653	\$ 4,270
Specialty Codes Inspector II	\$ 4,104	\$ 4,798
Specialty Codes Inspector III	\$ 4,973	\$ 5,816
Electrical Inspector/Spec. Codes Inspector III	\$ 4,973	\$ 5,816
Utility I	\$ 2,689	\$ 3,406
Utility II	\$ 3,200	\$ 3,940
Utility Tech I	\$ 3,665	\$ 4,450
Utility Tech II	\$ 3,847	\$ 4,715
Facilities Maintenance Worker	\$ 3,205	\$ 3,897
Custodian	\$ 3,205	\$ 3,897
Head Guard	\$ 2,563	\$ 3,361
Aquatics Activity Coordinator	\$ 2,563	\$ 3,361
Urban Forester	\$ 2,921	\$ 3,271
* Denotes reclassification of Clerk Typist into two positions		
** Denotes addition of new Permit Tech I and Permit Tech III positions. Current Permit Tech is now Permit Tech II		

INCENTIVES	
OR Waste Water System Operator	\$0.30 Per Degree of Certification
OR Water System Operator	\$0.30 Per Degree of Certification
Basic Electricity	\$0.30
OSHA Competent Person	\$0.30 When designated by supervisor and so acting
Herbicide and Pesticide Spray Applicant License	\$0.30
Concrete Test Certification	\$0.30
Crane Operator Certification	\$0.30
Crane Inspector	\$0.30
Back Flow Specialist Certification	\$0.30
Arborist Inspector	\$0.30
Playground Inspector	\$0.30
Permit Technician Certification	\$0.30
Residential Building Inspector Certification	\$0.30
Residential Mechanical Inspector	\$0.30
Manufactured Home Inspector	\$0.30
Residential Plans Examiner	\$0.30
Commercial Building Inspector	\$0.30
Commercial Mechanical Inspector	\$0.30
Residential Plumbing Inspector	\$0.30
Residential Electrical Inspector	\$0.30
Commercial Plans Examiner	\$0.30
Specialty Plumbing Inspector	\$0.30
Specialty Electrical Inspector	\$0.30
Fire Life and Safety Plan Review	\$0.30
Commercial Electrical	\$0.30
Commercial Plumbing	\$0.30
Medical Gas (Plumbing)	\$0.30
Class A Commercial Driver's License	\$0.30