

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MEDFORD, OREGON**  
**AND**  
**AFSCME LOCAL 2621, COUNCIL 75, AFL-CIO**  
**REPRESENTING**  
**MEDFORD MUNICIPAL EMPLOYEES ASSOCIATION**

July 1, 2021

to

June 30, 2023

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## **PREAMBLE**

This agreement is entered into by the City of Medford, Oregon, hereinafter referred to as the "City" and AFSCME Local 2621, Council 75, AFL-CIO representing the Medford Municipal Employees Association, hereinafter collectively referred to as the "Union" or "Association" (See Definitions).

The purpose of this agreement is to set forth those matters pertaining to the rates of pay, hours of work, fringe benefits, and other working conditions. This agreement is the sole document of these matters and supersedes the City of Medford Personnel Rules and all other rules and policies which may have pertained to those matters prior to the date of this agreement.

## **DEFINITIONS**

Business Days. Any reference to business days shall mean Monday through Friday, inclusive, except legal holidays observed by the City.

Irregular Part-time Employee. Any reference to an "irregular part-time employee" in this Agreement shall mean an employee who is regularly scheduled to work less than 25 hours per week.

New Hire Probationary Employee. Any reference to a "new hire probationary employee" in this Agreement shall mean an employee who has not completed probation in any position with the City of Medford.

Promotional Probationary Employee. Any reference to a "promotional probationary employee" in this Agreement shall mean an employee who has successfully completed a probationary period in any position with the City of Medford but who has been appointed to a higher position within the bargaining unit and who is required to serve a probationary period as defined in Section 14.3 of this Agreement.

Regular Full-time Employee. Any reference to a "regular fulltime employee" in this Agreement shall mean an employee, including an employee on probation, who is regularly scheduled to work 40 hours per week.

Regular Part-time Employee. Any reference to a "regular part-time employee" in this Agreement shall mean an employee who is regularly scheduled to work 25 or more hours per week, but less than 40 hours per week. A regular fulltime employee may request a reduction in hours and qualify for regular part-time status. The department head, Human Resources Director and City Manager shall approve or deny such request within 30 calendar days.

Division. A specific unit of a department as defined by the City and set out in Exhibit B.

Use of Gender. All references to "employees" in this Agreement designate both sexes.

The parties agree as follows:

## **ARTICLE 1 – RECOGNITION**

### **1.1 Bargaining Agent**

The City recognizes MMEA/AFSCME Local 2621, Council 75, AFL-CIO as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees within the bargaining unit as listed by Position Code and Title - Exhibit A.

### **1.2 Association Description**

This agreement shall apply to the non-supervisory, non-confidential employees included in the adopted City of Medford budget under the position titles listed in the attached Exhibit A, or their successors, if changed, except those presently within other bargaining units, and except irregular, part-time employees (less than 25 regular hours per week), seasonal employees, employees hired for a limited term, and federally funded employees. New related non-supervisory, non-confidential classifications developed by the City will be forwarded to the Union for review and inclusion, if appropriate, under this contract by addendum.

It is understood that by its charter the City acts through its City Manager with reference to the municipal functions which it performs in part through employment of members of the bargaining unit represented by the Union. Where reference is made to some duty to be performed by the "City" in the contract, or some notice to or filing to be made with the "City," the City will act through its City Manager or such other supervisory officers or employees as may be designated by its City Manager.

## **ARTICLE 2 – UNION/ ASSOCIATION RIGHTS**

### **2.1 Membership**

All employees who are current members of the Union/Association at the signing of this agreement or who sign a membership card subsequent to the signing of this agreement shall maintain their membership for the duration of the collective bargaining agreement. The City shall notify the Union, in writing, within five (5) days of the hire giving the name, and address of all new full-time employees filling positions represented by the Union.

### **2.2 Dues Check-Off**

Application and registration of members shall be handled solely by the Union. During the life of this agreement, the AFSCME Council office will notify the City periodically of individuals who have authorized or discontinued authorizations for deductions to the Union.

The AFSCME Council office shall notify the City in writing of the current rate of dues and other authorized deductions, at least one month in advance, when possible of any change which will enable the City to make the necessary payroll deductions as specified. The City shall deduct from the monthly paycheck of the employees in the bargaining unit the specified amount for payment to AFSCME Council #75. The City agrees to remit the aggregate deduction together with an itemized statement to AFSCME Council #75, Salem office, by the first day of the succeeding month after the deductions are made.

Whenever a new employee is hired in a covered classification of the bargaining unit, the Human Resources Department will notify the Union via email of the employee's name, address, date of hire, department and classification.

When an employee retires while a member, the City will notify the Salem office and provide the retiree's address if authorized by the retiree.

### **2.3 P.E.O.P.L.E**

The City agrees to make payroll deductions from the pay of those employees who request, in writing, to the Union/Association deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The City shall remit the aggregate deductions of all employees, together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the City. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

### **2.4 Hold Harmless**

The Union will indemnify, defend, and hold the City harmless against any claim made or suits brought as a result of the City's carrying out the provision of this Article.

### **2.5 Union Internal Business**

The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement. The Union may identify five (5) employees who may spend one (1) hour per week on Union business. The employees shall notify their supervisor prior to expenditure of such time. The Union may use inter-office mail and email\_service, City bulletin boards, City meeting rooms on an availability basis, and all office equipment and software during non-office hours. Copying and printing will be provided by the City at internal billing rates. A Union representative will be allowed up to 30 minutes during new employee orientation to explain the contract and answer questions regarding membership. The Union representative will be allowed to engage in this orientation on City time.

### **2.8 6 Contract Negotiations**

During contract negotiations, up to seven (7) employees identified by the Union shall be released from duties without loss of pay for all bargaining sessions, and shall be permitted up to an additional one hour preceding each bargaining session for team meetings. With approval from the applicable department head, bargaining representatives may come from the same department. In the event only one employee from the same department is released, the Union shall choose which employee shall be released.

### **2.9 7 Non-Discrimination**

The provisions of this agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, creed, national origin, age, gender, religion, mental or physical disability, union affiliation, political affiliation, or any other class protected by Federal or State law. Any claim which is subject to review by the EEOC or other regulatory agency shall not be arbitrable.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

In addition to rights specified elsewhere in this agreement, the City shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and division, boards and commissions; set standards, types and frequency of service; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; take disciplinary action for just cause; relieve employees from duty due to workload deficiencies, reduction of budgeted positions, reallocate work assignments; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; take all reasonable action necessary to assist employees in their career development through special training assignments; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted. Notwithstanding the above, the City retains the right to contract or subcontract work as may be determined, however, in the event the City decides to contract out work traditionally done by members of this bargaining unit that has an impact on the number of City employees performing the work, the City will meet with Union to negotiate effective means to minimize the impact of such action on employees before implementation.

## **ARTICLE 4 – WAIVER OF BARGAINING**

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 not removed by law from the arena of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargaining issues between the parties and for all for whose benefit this agreement is made. In the event a conflict between the provisions of the agreement and any rule or regulation heretofore existing, the provisions of the agreement shall control.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

### **5.1 Strikes Prohibited**

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate in any strike, work stoppage or slowdown, picketing, or any other restriction of work, at any location in the City, if unrelated to their work as AFSCME employees of the City of Medford, unless the bargaining unit is involved in a labor dispute over mandatory subjects of bargaining, and in compliance with ORS 243.712. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including action for damages, which may be available to the City.

### **5.2 Union Responsibility**

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, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in 5.1 above shall not be affected or

limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this agreement.

**5.3 Lock-Outs Prohibited**

There will be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

**ARTICLE 6 - HOURS OF WORK**

**6.1 Workweek**

The City will schedule the normal workweek which will consist of either four (4) or five (5) days totaling (no more than) 40 hours, midnight Sunday to midnight Sunday. Reduction of the workweek will be accompanied by a pro rata reduction in salary. For purposes of implementing the Fair Labor Standards Act, the seven-day work period for employees working a 9-day 80-hour work schedule (hereinafter “the 9-80 schedule”) shall begin at 1 p.m. on the first Monday or Friday the employee is scheduled to work on a 9-80 schedule.

**6.2 Work Schedule**

The regular work schedule for employees as scheduled by the City shall be for eight (8) hours of work per day, Monday through Friday, or ten (10) hours per day for four (4) days, exclusive of meal periods. Employees may also be permitted to use a 9-80 work schedule, subject to the City’s rules for the use of said schedule. Any employee requesting use of the 9-80 schedule will be provided a copy of the rules at the time of the request. Exceptions to the above scheduling may be implemented by the City at its option if the City finds that a different schedule will be more beneficial to the public service. Employees affected by such an exceptional schedule or a change in work schedule will be notified in advance.

**6.3 Rest Period**

A rest period of 15 minutes shall be permitted for all employees during each half shift during a regular work shift, which periods shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

**6.4 Meal Periods**

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift. Meal periods shall not be paid, but shall be in addition to the hours of service comprising the work day. A meal period shall consist of a maximum of one (1) hour. Employees may travel from the place of work for meal periods, but the time of travel shall be included in and charged against the time available for the meal period, and the same shall be unpaid and in addition to the hours of service comprising the work day.

**ARTICLE 7 - HOLIDAYS**

**7.1 Paid Holidays**

A holiday is defined as eight (8) paid hours (6 hours for a regular part-time employee who is regularly scheduled to work 30 or more hours a week). The following shall be paid holidays:

- |                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Labor Day                     |
| Martin Luther King Day | Thanksgiving Day              |
| President's Day        | Friday following Thanksgiving |
| Memorial Day           | Christmas Day                 |
| Independence Day       |                               |

Should the Medford City Council declare an additional day of observance and order the closure of City facilities for other than required, essential 24-hour services, that day shall also be recognized as an additional paid holiday for regular fulltime employees.

Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

If the holiday falls on a day in which the employee is regularly scheduled to be off, the employee will retain eight (8)/six (6) hours of holiday leave for use at any time during the fiscal year.

If a regular fulltime employee is on authorized vacation or sick leave when a holiday occurs, such holiday shall not be charged against such leave. Employees shall not be paid for any holiday time for which they also receive workers' compensation time loss pay.

An employee shall not be granted holiday pay unless in a pay status (including use of any donated leave) on the last scheduled work day preceding the holiday.

## **7.2 Holiday Work**

Regular fulltime employees who are required to work on days recognized as holidays which fall within their regular work schedule shall be additionally compensated at the rate of one and one-half (1½) times the established straight time rate for all hours worked on the holiday. Employees shall not accrue compensatory time for holiday work.

## **ARTICLE 8 – VACATIONS**

### **8.1 Vacation Accrual**

Regular fulltime employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with the following:

- A. For the first five (5) years of consecutive employment, full-time employees shall accrue vacation at the rate of 4.667 hours per pay period – totaling 112 hours of accrued vacation per year.
- B. After five (5) years of consecutive employment, full-time employees shall accrue vacation at the rate of 6 hours per pay period – totaling 144 hours of accrued vacation per year.
- C. After ten (10) years of consecutive employment, full-time employees shall accrue vacation at the rate of 7 hours per pay period – totaling 168 hours of accrued vacation per year.
- D. After 15 years of consecutive employment, full-time employees shall accrue vacation at the rate of 8.33 hours per pay period – totaling 200 hours of accrued vacation per year.
- E. Full-time employees with more than 20 years of consecutive employment shall accrue vacation time at the rate of 9.667 hours per pay period – totaling 232 hours of accrued vacation per year.
- F. A regular part-time employee who is regularly scheduled to work 30 or more hours shall accrue at 75% of the rates specified in subsections A-E depending on their length of

service with the City.

Vacation leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

### **8.2 Continuous Service**

For purposes of establishing service dates for vacation accruals in Section 8.1, a break in continuous service shall be defined as occurring if an employee has unpaid leave in excess of 15 consecutive calendar days, and such absence shall be deducted from the service date of the employee. Time spent by an employee on military leave, sick leave resulting from an illness or injury incurred in the course of employment, FMLA/OFLA leave whether paid or unpaid, and paid time off shall not be considered as a break in service.

### **8.3 Maximum Accrual**

The maximum vacation that may be accumulated by an employee is vacation credit for two (2) years (i.e. the equivalent to the yearly accrual rate, identified in 8.1, multiplied by two). When maximum vacation accumulation accrues, no further credit shall accrue until, and to the extent that the use of the credit reduces the accumulation below the employee's maximum. The City shall maintain a procedure to notify each employee, at the time of the first semi-monthly salary date of each month, of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation unless the failure to take vacation is caused by the City's insistence that the employee be at work during a vacation period already scheduled for the employee. When the maximum allowed vacation accumulation is accrued and an employee's workload or duties are such that the employee is not allowed to use vacation time, to prevent the loss of vacation accrual, the maximum allowed vacation accumulation may be extended with the approval of the employee's department head, with the concurrence of the Human Resources Director.

### **8.4 Vacation Selection**

Requested vacation times for employees may be approved by the City based on operational requirements as determined by the supervisor.

Vacation times may be selected on the basis of classification seniority in the employees division, provided, however, that each employee will be permitted to exercise their classification seniority only once each calendar year and for one block of time only. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Seniority can only be exercised 90 days or more prior to the scheduled time block. All vacation requests under the 90-day limit will be granted on a first come, first served basis and will not be subject to seniority. Subject to the foregoing, the employee shall have the right to determine vacation times.

### **8.5 Death or Termination**

In the event of termination of employment of an employee who is otherwise entitled to vacation credit, the employee shall be entitled to payment for any earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

### **8.6 Vacation Cash Out**

An employee may request to sell back to the City a maximum of 80 hours vacation leave per fiscal year. Three (3) sellback requests can be made each year, up to the 80 hour total annual limit, and the employee must have at least 80 hours of total accrued leave remaining after any sell-back (including at least 40 hours accrued vacation leave). Payment for hours cashed out under this section shall be at base pay exclusive of differentials and will be paid on the regular pay check

provided that the employee gives at least three (3) weeks' notice to the Payroll Department of the employee's wish to exercise a sellback option and the requested payday for the cash out. Vacation leave sellback shall occur only three (3) times within any fiscal year for the cumulative limits noted above. Vacation leave sellback is a voluntary option to the employee and is not required.

## **ARTICLE 9 - SICK LEAVE**

### **9.1 Sick Leave Accrual**

A regular fulltime employee shall accrue sick leave for the purposes stated herein at the rate of four (4) hours for each full pay period of service commencing with the date of employment. A regular part-time employee who is regularly scheduled to work 30 or more hours per week shall accrue sick leave for the purposes stated herein at the rate of three (3) hours for each full pay-period of service commencing with the date of employment.

Sick leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

On retirement on or after January 1, 2000, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided by ORS 238.350 and regulations established by the Oregon Public Employees Retirement System (PERS) in the form of increased retirement benefits for those employees qualified by Oregon PERS for retirement credits based on unused sick leave.

An employee who terminates employment with the City for reasons other than retirement shall have all unused sick leave hours reported to the Oregon Public Employees Retirement System for purposes of calculating service credit for future retirement purposes, as permitted by law.

### **9.2 Definitions**

For purposes of Article 9, the following definitions apply in reference to the term "family member", or as applicable:

"Spouse" means a husband or wife as defined or recognized under Oregon law.

"Domestic partner" is an individual who has completed an Affidavit of Marriage or Domestic Partnership with an employee.

"Child" means biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and domestic partner's child. Child may be an adult or a minor.

"Parent" means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; and parent of an employee's spouse or domestic partner.

"Grandparent" means the biological, adoptive or foster grandparent or the grandparent of the employee's spouse or domestic partner.

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"Grandchild" means the biological, adopted, foster, or stepchild of the child of an employee or the employee's spouse or domestic partner.

“Sibling” means biological, adopted, or foster brother or sister of the employee, or the employee’s spouse or domestic partner.

### **9.3 Statutory Leave**

Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act and the Oregon Family Leave Act for certain purposes. If the leave of absence qualifies for FMLA/OFLA, the employee shall be required to use sick leave for the absence. See Family and Medical Leave Policy, Administrative Regulation.

A part-time employee shall be granted statutory leave without pay as provided by law.

### **9.4 Utilization for Illness or Injury**

Employees may use sick leave for an illness or injury of the employee or for persons defined in Section 9.2 of this article. In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the leave request form must be completed by the employee on the day they return to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor’s order.

Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse, or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Departmental supervisors may authorize the use of sick leave with less than 24 hours’ notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Uses for Non-FMLA/OFLA Caregiving - For non-FMLA/OFLA leave, where the employee needs to care for or arrange care for a parent, grandparent, or persons defined in Section 9.2 of this article with an illness or injury, the employee may use up to eight (8) hours of sick leave per occurrence. Accrued vacation or compensatory time may be used for additional leave in such cases, at the City’s discretion. The City shall not unreasonably withhold approval of the use of other leave for said purpose.

### **9.5 Notification Requirements**

In the event of illness or injury, the employee shall notify their immediate supervisor, on-duty supervisor, or other supervisor as designated in writing, text, voice/voicemail, or email of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to beginning of his regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to an illness or injury shall, prior to leaving work, notify their immediate supervisor, on-duty supervisor, or other departmental supervisor.

### **9.6 Healthcare Provider Certification**

The City may require a healthcare provider’s statement establishing the employee’s fitness for duty so long as there is a reasonable belief the employee may not be able to safely or

appropriately fulfill the responsibilities of their position. In the event of an extended absence for an illness/injury, prior to allowing the employee to return to work, the City may require a healthcare provider's release from the employee's healthcare provider that the employee may return to their normal duties without risk of aggravating the illness or injury. The City may request a healthcare provider's verification of an injury or illness of a family member to validate utilization under this article.

#### **9.7 Integration with Workers' Compensation**

When a compensable injury occurs in the course of employment, or interim compensation is being paid, the City's obligation to pay under this sick leave Article is limited to the difference between any disability payment or time loss payment received under Workers' Compensation Laws and the employee's regular pay. In such instances prorated charges will be made against accrued sick leave (the minimum charge to sick leave will be two (2) hours of sick leave for every eight (8) hours of time lost covered by Workers' Compensation).

#### **9.8 Bereavement Leave**

A regular fulltime employee shall be granted up to 24 hours bereavement leave with regular salary in the event of the death of a family member as defined in Section 9.2 and those individuals listed under the Oregon Family Leave Act. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

#### **9.9 Sick Leave Sell Back**

Sick leave in excess of 520 hours may be accrued and used during the course of each fiscal year, but any such excess remaining each June 30 will be paid off at fifty percent (50%) of its June 30 value based on the employee's base wage rate, exclusive of any pay differential. Any payment made pursuant to this section shall be placed in the employee's HRA VEBA trust account established pursuant to Section 18.5 of this agreement.

#### **9.10 PERS Disability Retirement**

In the event that medical authorities determine that an employee will no longer be able to return to full-time work performance, whether due to a work related or non-work related illness or injury, the employee shall, upon such determination, make application for PERS disability retirement. The employee shall be separated from service at the expiration of any statutorily granted medical leave, and after a determination by the City's Human Resources Director, that the employee's limitations cannot be reasonably accommodated under provisions of the Americans with Disabilities Act.

#### **9.11 Limits to Sick Leave Usage**

Sick leave shall not be used or accrued under the following circumstances:

- A) During layoff periods
- B) During periods when a City operation is shut down due to strikes.

Sick leave shall not be used during a scheduled leave (i.e. vacation or holiday) if the employee and/or family member has an injury or becomes ill.

On any day when sick leave of less than 8 hours is used, sick leave used will not be considered "hours worked" for purposes of calculating any daily overtime. An employee who is approved to work beyond their normal shift on such days shall have said hours deducted from the sick leave time used. If an employee is required to attend an evening meeting on a day in which 8 or more hours of sick leave is used, said employee shall be compensated at the rate of 1 ½ times their

regular rate of pay for hours worked attending such meeting.

#### **9.12 Abuse or Excessive Use of Sick Leave**

Excessive use or abuse of sick leave benefits shall be subject to progressive disciplinary action up to and including termination. Abuse of sick leave shall include, but is not limited to, falsification of reasons for leave, and failure to follow City procedures for reporting an absence

### **ARTICLE 10 - OTHER LEAVE OF ABSENCE**

#### **10.1 Criteria and Procedure**

Where a leave of absence without pay does not qualify as FMLA/OFLA leave, the City will consider a written application for leave of absence without pay if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously impacted by the temporary absence of the employee. A leave of absence without pay must be approved in advance by the employee's department head with the concurrence of the Human Resources Director, and a request for a leave of absence without pay of more than nine (9) consecutive calendar days shall also require approval by the City Manager. The City may terminate or cancel an approved leave of absence without pay by providing thirty (30) days written notice mailed to the employee's last known address. If an employee is granted leave without pay for a period of 15 consecutive calendar days or longer, and thereby does not work the required hours to qualify for health insurance, the employee will be eligible to pay for COBRA continuation of City insurance coverage, or may go without insurance; in such case, the employee acknowledges that coverage may be limited upon return to work following the leave of absence.

#### **10.2 Jury Duty**

An employee shall be granted a leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service. Upon being excused from jury duty for any day, an employee shall immediately contact the department head or other supervisor for assignment for the remainder of their regular workday.

#### **10.3 Work Related Court Appearances**

Leave with pay shall be granted for a work related appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling the employee's attendance under penalty described by law; provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he/she receives as witness fees.

#### **10.4 Non-Work Related Court Appearance**

Vacation may be taken for any non-work related compulsory appearance in court. If employee has no vacation credit, leave without pay may be granted.

#### **10.5 Educational Leave**

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when ordered by the City.

#### **10.6 Military Leave of Absence**

Military leave shall be granted to the extent required by Federal and State law and under the provisions of the City's administrative regulations applying to military leave.

**10.7 Return from Leave**

Any employee who is granted a leave of absence and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his control and seeks an extension of leave for such reason. Such a request for extension shall be made in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified and that the extension may be granted without unduly handicapping the operation of the department. The extension shall be granted upon approval by the employee’s department director, the Human Resources Director, and the City Manager.

**ARTICLE 11 – COMPENSATION**

**11.1 Wage Schedule**

Effective July 1, 2021, employees shall be compensated in accordance with the monthly salary schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement.

The salary schedule in Exhibit A will be adjusted as follows:

Effective July 1, 2021	2.25%
Effective July 1, 2022	2.25%

**11.2 New Classes**

The City shall forward any new proposed classification and proposed wage scale to the Union for review to determine if said position should be represented by the Union or another bargaining unit of the City, or should be unrepresented. For the purpose of including new classes under the terms of this contract, the contract will then be subject to reopening to include only the new class under the scope of this Agreement. New classes will be added by a memorandum attached hereto.

**11.3 Step Increases**

Step increases shall be at the discretion of the department heads. A new hire probationary employee shall be granted advancement to the next step upon satisfactory completion of the probationary period of 12 months. Employees will be eligible for consideration for advancement to a subsequent higher step after one (1) year of service in the preceding step. However, an employee may be advanced in step with less than one (1) year of service at the preceding step by a department head, with the concurrence of the Human Resources Director and City Manager, based upon exemplary performance or to meet the service needs of the City.

**11.4 Pay Periods**

Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or a holiday, the last preceding work day of the Finance Department shall be the regular pay date.

**11.5 Overtime**

All full-time employees shall be paid at time and one-half for work in excess of eight (8) hours per day except those employees who have either a 10-hour day, 4 day work schedule or a 9-day, 80-

hour work schedule, in which case overtime is paid for all hours worked in excess of 40 hours in the seven-day work period. It is recognized that it is a management right to require overtime. A regular part-time employee who is regularly scheduled to work 30 or more hours per week shall be paid overtime for all hours worked in excess of 40 in the work week but shall not accrue compensatory time under Section 11.6.

### **11.6 Compensatory Time**

Employees assigned by management to work overtime may, in lieu of overtime pay, accumulate compensatory time at the rate of one and one-half (1½) times the hours actually worked. Documentation and use of compensatory time hours shall be controlled by this section as follows:

- A. Maximum Accumulation. An employee may accrue up to 80 compensatory time hours at any one time. If an employee has accrued 80 hours of compensatory time, he/she will not be permitted to accrue additional compensatory time in lieu of overtime, and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours of overtime worked.

Compensatory time may not be accrued when the overtime hours worked is a direct result of working on a State or Federal declared emergency, since the City may receive reimbursement for those hours. In a declared emergency, any overtime hours earned will be paid by the City as per Article 11.5.

- B. Use of Compensatory Time Hours. An employee shall be permitted to use compensatory time hours during the year, subject to the following limitations:

1. Use of compensatory time is requested at least 24 hours prior to use.
2. Use of compensatory time shall be in increments of one or more hours.
3. Use of compensatory time may be denied at other times if an employee's use of compensatory time off would unduly disrupt the operations of the department.

- C. Compensatory Time Payoff. At the request of an employee, the City shall pay off compensatory time at the employee's regular rate of pay (base salary plus salary differentials) as part of a regular paycheck, provided the employee requests a payoff of at least 20 hours and provides 15 working days' notice. At the end of the fiscal year, compensatory time shall be paid at the employee's regular rate of pay (base salary plus salary differentials).

- D. Flex Time

If requested by an employee covered under this agreement, and with supervisor approval, said employee may be granted flex time. Flex time is in lieu of overtime pay or compensatory time for hours worked, at an hour for hour rate, in excess of eight (8) hours in a workday. The workweek is defined as Sunday through Saturday and any hours flexed must be done within the employee's 40-hour workweek.

If requested by an employee covered under this agreement, and with supervisor approval, said employee may be granted flex time. Flex time is in lieu of overtime pay or compensatory time for hours worked, at an hour for hour rate, in excess of eight (8) hours in a workday. The workweek is defined as Sunday through Saturday and any hours flexed must be done within the employee's 40-hour workweek.

### **11.7 Mileage**

An employee required to report for special duty at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location shall be compensated at the current IRS allowable rate for the use of such automobile directly in the line of duty.

### **11.8 Per Diem**

When an employee's duties require him to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements.

### **11.9 Training Travel Time**

Employees required to travel to attend conferences, seminars or other training shall be compensated for travel in accordance with the requirements of the Fair Labor Standards Act, as outlined in Administrative Regulation 04-2.

### **11.10 Working Out of Class**

Any person covered by this agreement who is assigned by a department head or designee the added responsibilities of a position or rank above that which the employee normally holds for more than three (3) consecutive work shifts shall receive an additional five percent (5%) wage for all hours worked in such assignment. However, this section shall not apply to voluntary training assignments to other bargaining unit positions for periods not greater than 500 hours during the term of this agreement.

### **11.11 Lead Person Assignment**

When an employee is assigned by a department head or designee as lead person over two (2) or more full-time or part-time employees, the employee shall be paid five percent (5%) above their current wage for the duration of such assignment. Under the general direction of a supervisor, an employee designated as a lead person is responsible for directing, coordinating, monitoring and checking the work of the employees over whom the lead person is assigned. The lead person is also responsible for providing the majority of training, and for providing feedback to the supervisor regarding employee performance. The lead person shall be responsible for the quantity and quality of work performed by the assigned employees. A lead person is not responsible, and has no authority, to approve leave, discipline, hire, terminate or perform formal evaluations of employees. Persons assigned as lead persons shall perform in such capacity in addition to the other duties of their normal work classification.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

### **12.1 Discipline**

Discipline may include but not be limited to written reprimands, suspension, temporary reduction in pay, demotion and termination, except that written reprimands shall not be subject to grievance. No non-probationary employee shall be disciplined except for just cause. Within five (5) business days of receipt of written discipline, employees may submit a rebuttal statement. On request of the employee, the rebuttal shall be placed in their personnel file.

### **12.2 Discharge**

If the City determines there is just cause for discharge, the City shall suspend the employee with or without pay for not more than five (5) working days and shall deliver to the employee and the Union a written notice of suspension and pending dismissal. Such notice shall specify the principal grounds for such action. The employee has the right to request a hearing within the five (5) day

period to offer any evidence or mitigating circumstances regarding the pending dismissal. The employee has the right to be represented at the hearing. Failure to request a hearing within five (5) days precludes the employee from any further appeal of the City's decision. After taking into account the evidence or information provided at the hearing, the City shall act on the pending dismissal, and deliver notice of the action to the employee within five (5) days of the hearing. If the employee disagrees with the City's determination following the hearing, the employee may protest decisions through the regular grievance procedure, beginning at Step 3, within ten (10) days of the City's written notice following the hearing.

The process followed herein satisfies the due process procedure set out in 12.4 Due Process below.

### **12.3 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 some 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 is guilty of the alleged misconduct or act;
- e) The discipline must be appropriate based on the severity of the misconduct;
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

### **12.4 Due Process**

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- The employee shall be notified of the charges or allegations that may subject them to discipline, including the relevant facts of the event and policy or other violations;
- The employee shall be notified of the disciplinary sanctions being considered;
- The employee or representative will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. The employee or representative may present additional evidence or mitigating circumstances to the City; and
- At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

### **12.5 Probationary Employees**

This Article shall not apply to any employee on probation as defined in Article 14 – Probationary Period, 14.2 New Hire.

## **ARTICLE 13 - SETTLEMENT OF DISPUTES**

### **13.1 Grievance Defined**

A grievance shall mean a claim by an employee, and/or the Union, that there has been a violation of a specific provision of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be business days.

In the event of discharge, the employee may grieve the decision through the grievance procedure beginning at Step 3 herein within ten (10) days of the actual date of discharge.

Step 1 - Immediate Supervisor. The grievant shall discuss the grievance first with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the grievant becomes aware, or should have reasonably become aware, of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with the grievant's immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2 - Department Head. Within ten (10) days if the grievant is not satisfied with the disposition of the grievance at level one, a written grievance shall be filed with the department head. The department head shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 3 - City Manager. Within ten (10) days if the grievant is not satisfied with the disposition of the grievance at level two (2), an appeal shall be filed in writing with the City Manager. The City Manager or designee, shall hear the appeal and render a decision within ten (10) days after receiving it.

#### Step 4 - Arbitration

- A. If the grievant is not satisfied with the decision at level three (3), the grievant shall within ten (10) days file a notice of intent with the Union and the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such notice of intent, the City and the grievant and/or the Union, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. The Union will be allowed first strike when choosing an arbitrator.
- C. The findings of the arbitrator shall be limited to the terms of this Agreement; and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.
- D. The decision and award of the arbitrator shall be final and binding on the parties.

### **13.2 Time Limit**

All parties subject to these procedures shall be bound by the time limits contained therein. If either party fails to follow such limits, the following shall result:

- A. If the grievant/Union fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance shall proceed to the next step.

### **13.3 Personnel File**

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file.

## **ARTICLE 14 - PROBATIONARY PERIOD**

### **14.1 Purpose**

The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing the employee's work and training, by aiding the employee in adjustment to their position, and by providing an opportunity to review the employee.

### **14.2 New Hire**

Every new or rehired employee hired into the bargaining unit, excluding those recalled from a layoff or promotional employees, shall serve a probationary period of 12 full months excluding any time spent on leave of absence without pay, after which the employee shall be considered a regular employee and granted seniority from the last date of hire. The Union recognizes the right of the City to terminate a probationary employee at any time for any reason with or without cause or notice. Discipline or termination of a probationary employee shall not be subject to the grievance procedure under Article 13. Upon completion of the probationary period, an employee is immediately eligible for all rights, benefits, and privileges guaranteed the employee by this contract. In instances where a new hire is transferred or promoted during their new hire probationary period, the one (1) year probationary period will remain in place regardless of the transfer or promotion.

### **14.3 Promotional**

Regular employees promoted into a higher classification and laterally transferred employees shall serve a promotional probationary period of three (3) full months excluding any time spent on a leave of absence without pay. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to their previous position for any reason at any time. Such demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article 13.

### **14.4 Recalled Employees**

If an individual is appointed under the provisions of Article 16 to a position within the bargaining unit that he/she has never held, the employee shall serve a probationary period of three (3) full months excluding any time spent on a leave of absence without pay. The employee shall be subject to dismissal during the probationary period, but shall retain any rights to recall to a previous position.

## **ARTICLE 15 – SENIORITY**

### **15.1 Definition**

Seniority is defined as set out below excluding any time spent on a leave of absence without pay, except where the leave of absence without pay was in conjunction with authorized military leave,

workers' compensation injury or illness or FMLA/OFLA leave as described in Article 9 above. Seniority may be proportionately adjusted for time spent as a regular part-time employee regularly scheduled to work 30 or more hours per week.

- City – the length of service dating from the employee's last date of hire.
- Department – the length of service dating from the employee's combined time in a department dating from their last date of hire.
- Classification - the length of service dating from the employee's combined time in a classification dating from their last date of hire.

(Note: "Last date of hire" is meant to include unbroken service with the City. If an employee terminates from the City and is subsequently rehired, their prior service with the City does not count toward any of the above-described "seniority.")

In the event that more than one employee has the same date of hire, seniority will be determined by the drawing of lots.

Probationary employees have no seniority rights.

### **15.2 Termination**

Seniority shall be broken or terminated if an employee:

- a) Quits/terminates.
- b) Is discharged for just cause.
- c) Is laid off and fails to respond to written notice within ten (10) business days from date of written notice of recall.
- d) Fails to return to work within 20 business days from date of written notice of recall.
- e) Fails to report to work at the termination of a leave of absence.
- f) While on leave of absence accepts employment without permission.
- g) Retires.
- h) Promotes out of the bargaining unit. In the event an employee returns to the bargaining unit and has retained continuous service with the City, they will maintain previously earned seniority as described above.

### **15.3 Utilization**

Seniority may be used for selection of vacation and use of floating holidays as described in and 8.4 Vacation Selection. In addition, it will apply as described in Article 16 – Reductions in Personnel.

## **ARTICLE 16 - REDUCTIONS IN PERSONNEL**

### **16.1 Notice**

When possible, the City shall provide at least ten (10) business days advance notice of any

reduction in class or proposed reduction in force (layoff) or reduction in hours.

### **16.2 Voluntary Reductions**

Should a reduction in class or force be required by management, volunteers shall first be sought.

### **16.3 Reductions in Class and in Force**

Reduction in classification will be made by division on the basis of length of service within that classification.

### **16.4 Bumping**

An employee subject to a reduction in force by elimination of a classification or authorized position may bump into a lower level classification they have previously served in within the division provided they have greater city seniority than the least senior individual within the lower classification.

### **16.5 Return from Layoff and Advance Notice**

The City shall, prior to hiring any new personnel within the affected classifications, recall employees laid off in reverse order of layoff. Such recall shall be made by the mailing of a certified letter to the last known address of the individual. The City may recall new hire probationary employees when no other laid off employees remain in the classification being recalled.

Recall rights shall expire two (2) years from the date of layoff. Failure to respond to a written notice of recall within 20 business days shall result in loss of recall rights.

## **ARTICLE 17 - GENERAL PROVISIONS**

### **17.1 Vacant Position Openings**

The City shall post one (1) or more notices of recruitment to fill any vacant position within the bargaining unit. A copy of the notice shall be provided to the Union. The City shall wait for a period of at least four (4) days before selecting an employee to fill a vacant position. The Union recognizes that it is a management right to conduct an external recruitment.

### **17.2 Protective Clothing, Uniforms, and Safety Wear**

Any protective clothing, uniforms, and/or safety wear an employee is specially required by the City shall be provided by the City. Employees shall wear protective clothing, uniforms, and safety wear as required by the City while on duty or when traveling to and from work, but at no other time.

A. Each employee required by their department to wear ANSI-approved safety shoes during work hours shall be reimbursed up to \$225 annually during the period of this agreement to purchase and maintain said shoes. To receive reimbursement, the employee must submit to their supervisor the original receipt of purchase and documentation showing ANSI compliance.

B. Municipal Court staff shall be paid an annual \$300 uniform allotment, payable in July of each fiscal year. Employees will be responsible for purchasing clothing to comply with the uniform policy and maintaining standard professional business attire.

Eligible employees hired during the fiscal year shall be paid a prorated amount.

### **17.3 Reimbursement of Tuition and Fees**

It is the intent of the City to encourage participation by employees in course work at institutions of higher education and various correspondence training programs. Upon application from an employee for tuition or fee assistance, and if the City determines that the proposed training or course work will benefit the performance of the employee's duties and responsibilities, the City may provide up to 100% of the tuition or fees. Such expenses may be reimbursed to the employee following completion of the course work in a manner deemed by the City to be satisfactory.

### **17.4 Deferred Compensation**

Employees shall be permitted to participate in the City's primary deferred compensation plan available through the City.

### **17.5 City Hall Closure**

When the City Manager determines conditions exist that City Hall and similar city-wide operations are closed for regular business, the City Manager will identify which employee groups/classifications are affected and those that must remain or report to provide immediate essential services. Under a closure, employees that are directed to not report, are unable to report or must leave work early due to the circumstances of the event, may use accrued leave time (including sick leave) or take leave without pay for the duration of the closure.

The City will develop and maintain a notification system in order to notify employees of a City closure at the earliest reasonable time.

## **ARTICLE 18 - HEALTH AND WELFARE**

### **18.1 Benefits**

The City will provide the following benefits for all regular fulltime employees and all regular part-time employees regularly scheduled to work 30 or more hours per week subject to waiting periods required by the insurance carriers for new employees.

- A full-family medical, vision and dental plan.
- City-paid \$50,000 life insurance policy for the employee.
- City-paid long-term disability insurance plan equaling 66 2/3% of the employee's monthly salary (up to \$3,000).
- City contributes employer's share for Social Security or its successor.
- City paid industrial accident insurance.
- City contributes employer's and employee's share for PERS retirement or its successor.

### **18.2 Medical, Dental and Vision Plan**

All regular full-time employees shall be enrolled in the City's overall insurance plan providing medical, dental and vision insurance. The coverage shall remain substantially equal to the existing plans in effect at the time this agreement is signed.

Beginning July 1, 2021, the City will pay one-hundred percent (100%) of the monthly premium costs for the lowest cost insurance plan for each eligible full-time employee covered by this agreement. If the employee should choose a higher cost insurance plan, the City will pay the equivalent dollar amount of the lowest cost plan towards the premium of the employee's selected plan.

Any employee contribution for health, dental or vision coverage shall be paid by payroll deduction.

**18.3 Section 125 Plan**

The City shall maintain a program under Section 125 of the Internal Revenue Code which allows any health insurance premium paid by an employee to be done on a pre-tax basis, and contains a flexible spending account for unreimbursed medical expenses and dependent child care expenses, as provided by Federal law.

**18.4 Medical Savings Account**

The City shall contribute 1.2% of each employee's gross salary per pay period to each employee's HRA VEBA account. In addition, the City shall pay a one-time lump sum contribution of \$250 (two hundred fifty dollars) to each employee's HRA VEBA account. This contribution will be paid July 12, 2021 to the individual accounts.

**18.5 Retirement – Public Employees Retirement System (PERS)**

The City shall continue to contribute the employer's share for Oregon PERS retirement, or its successor. The City shall also pay the 6% employee contribution to Oregon PERS retirement programs.

**18.6 Retiree Health Insurance Coverage**

At time of retirement, an employee and their family members who are currently enrolled in the City's health insurance coverage, may elect to continue health insurance at their own expense until Medicare eligible.

## **ARTICLE 19 - SAVINGS CLAUSE AND FUNDING**

### **19.1 Savings Clause**

Any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon written notice of the change, if either party desires to bargain, it shall be conducted under the provisions of ORS 243.698, unless the parties have already commenced collective bargaining for a successor agreement.

### **19.2 Funding**

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof. In the event sources of revenue are such that a reduction in the level of employment in the bargaining unit is likely, the City may reopen Article 11 – Compensation and Article 18 – Health and Welfare. Such request must occur no later than May 1 of each fiscal year.

## **ARTICLE 20 - TERMINATION AND REOPENING**

This Agreement shall be effective as of July 1, 2021 unless otherwise specifically referenced in an Article and/or as of the date the Agreement is ratified by the City Council, whichever date is the latest, and shall remain in full force and effect through the last day of June, 2023. This Agreement shall terminate all prior agreements and practices, and includes all collective bargaining for the term of this Agreement. This Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing not later than 90 days prior to the expiration that it wishes to modify this Agreement in part for any reasons or terminate the Agreement in its entirety. Upon either notice, negotiations shall begin no later than 30 days after such notice.

### **Article 21 – Contracting Out**

It is not the intention of the City to enter into contracting arrangements that directly result in the loss of any regular employee's employment during the term of the bargaining agreement.

**EXECUTION OF AGREEMENT**

For the Union

For the City

\_\_\_\_\_  
Rodney McCambridge  
AFSCME Council Representative

\_\_\_\_\_  
Randy Sparacino  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Brown  
AFSCME Treasurer

\_\_\_\_\_  
Brian N. Sjothun  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**MONTHLY SALARY SCHEDULE**

July 1, 2021

	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
M07	CUSTODIAN	2,889.98	3,034.49	3,186.23	3,345.52	3,512.78	3,688.43
M25	FINANCIAL SUPPORT TECHNICIAN	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	COURT SPECIALIST	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	WAREHOUSE/TRADES TECHNICIAN	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	ADMINISTRATIVE SUPPORT TECH	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	DEVELOPMENT SVCS SUPPORT TECH	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	UTILITY BILLING SERVICES TECH	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M25	FIRE LOGISTICS TECHNICIAN	3,429.44	3,600.91	3,780.96	3,970.00	4,168.50	4,376.92
M26	UTILITY BILLING SERVICES SPECL	3,600.91	3,780.96	3,970.00	4,168.53	4,376.92	4,595.75
M27	FINANCIAL SUPPORT SPECIALIST	3,773.40	3,962.09	4,160.17	4,368.19	4,586.61	4,815.92
M27	COURT PROGRAM SPECIALIST	3,773.40	3,962.09	4,160.17	4,368.19	4,586.61	4,815.92
M27	DEVELOPMENT SVCS SUPP TECH II	3,773.40	3,962.09	4,160.17	4,368.19	4,586.61	4,815.92
M27	PURCHASING SPECIALIST	3,773.40	3,962.09	4,160.17	4,368.19	4,586.61	4,815.92
M31	ENGINEERING TECH II	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	DEVELOPMENT SVCS SPECIALIST	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	DATA BASE TECHNICIAN	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	RECREATION COORDINATOR	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	PLANNER I	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	RESOURCE DEVELOPMENT COORD	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	GRANTS SUPPORT TECHNICIAN	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M31	SPORTS OFFICIAL COORDINATOR	4,024.75	4,226.00	4,437.33	4,659.19	4,892.15	5,136.75
M40	PLANS EXAMINER I	4,090.77	4,295.31	4,510.08	4,735.59	4,972.38	5,221.01
M41	PLANNER II	4,419.88	4,640.85	4,872.89	5,116.55	5,372.38	5,641.01
M45	CONSTRUCTION INSPECTOR	4,577.26	4,806.10	5,046.45	5,298.78	5,563.71	5,841.88
M45	RES INSPECTOR/PLANS EXAMINER I	4,577.26	4,806.10	5,046.45	5,298.78	5,563.71	5,841.88
M45	TRAFFIC SIGNAL ELECTRICAL INSP	4,577.26	4,806.10	5,046.45	5,298.78	5,563.71	5,841.88
M51	ENGINEERING TECH III	4,767.54	5,005.96	5,256.27	5,519.08	5,795.03	6,084.75
M51	PARK PLANNER	4,767.54	5,005.96	5,256.27	5,519.08	5,795.03	6,084.75
M51	PLANNER III	4,767.54	5,005.96	5,256.27	5,519.08	5,795.03	6,084.75
M51	WRD ENGINEERING TECH III	4,767.54	5,005.96	5,256.27	5,519.08	5,795.03	6,084.75
M60	ELECTRICAL INSPECTOR	4,775.24	5,013.99	5,264.68	5,527.94	5,804.31	6,094.53
M60	PLUMBING INSPECTOR	4,775.24	5,013.99	5,264.68	5,527.94	5,804.31	6,094.53
M60	STRUCTURAL/MECH INSPECTOR	4,775.24	5,013.99	5,264.68	5,527.94	5,804.31	6,094.53
M65	PLANS EXAMINER II	4,821.35	5,062.42	5,315.54	5,581.36	5,860.41	6,153.40
M66	PLANNER IV	4,955.33	5,203.10	5,463.28	5,736.41	6,023.23	6,324.41
M70	ENG CHIEF OF FIELD SURVEY	5,049.25	5,301.73	5,566.87	5,845.18	6,137.44	6,444.29
M70	CHIEF CONSTRUCTION INSPECTOR	5,049.25	5,301.73	5,566.87	5,845.18	6,137.44	6,444.29
M70	ENGINEERING TECH IV	5,049.25	5,301.73	5,566.87	5,845.18	6,137.44	6,444.29
M80	GIS COORDINATOR	5,752.00	6,039.58	6,341.56	6,658.63	6,991.57	7,341.12

City of Medford & AFSCME Local 2621, Council 75 – Collective Bargaining Agreement

July 1, 2022

	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
M07	CUSTODIAN	2,955.01	3,102.76	3,257.92	3,420.79	3,591.82	3,771.42
M25	FINANCIAL SUPPORT TECHNICIAN	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	COURT SPECIALIST	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	WAREHOUSE/TRADES TECHNICIAN	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	ADMINISTRATIVE SUPPORT TECH	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	DEVELOPMENT SVCS SUPPORT TECH	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	UTILITY BILLING SERVICES TECH	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M25	FIRE LOGISTICS TECHNICIAN	3,506.60	3,681.93	3,866.04	4,059.33	4,262.30	4,475.40
M26	UTILITY BILLING SERVICES SPECL	3,681.93	3,866.04	4,059.33	4,262.32	4,475.40	4,699.16
M27	FINANCIAL SUPPORT SPECIALIST	3,858.30	4,051.23	4,253.78	4,466.48	4,689.81	4,924.28
M27	COURT PROGRAM SPECIALIST	3,858.30	4,051.23	4,253.78	4,466.48	4,689.81	4,924.28
M27	DEVELOPMENT SVCS SUPP TECH II	3,858.30	4,051.23	4,253.78	4,466.48	4,689.81	4,924.28
M27	PURCHASING SPECIALIST	3,858.30	4,051.23	4,253.78	4,466.48	4,689.81	4,924.28
M31	ENGINEERING TECH II	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	DEVELOPMENT SVCS SPECIALIST	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	DATA BASE TECHNICIAN	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	RECREATION COORDINATOR	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	PLANNER I	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	RESOURCE DEVELOPMENT COORD	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	GRANTS SUPPORT TECHNICIAN	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M31	SPORTS OFFICIAL COORDINATOR	4,115.31	4,321.09	4,537.17	4,764.02	5,002.22	5,252.32
M40	PLANS EXAMINER I	4,182.81	4,391.95	4,611.56	4,842.14	5,084.26	5,338.48
M41	PLANNER II	4,519.32	4,745.27	4,982.53	5,231.67	5,493.26	5,767.94
M45	CONSTRUCTION INSPECTOR	4,680.25	4,914.24	5,160.00	5,418.00	5,688.90	5,973.33
M45	RES INSPECTOR/PLANS EXAMINER I	4,680.25	4,914.24	5,160.00	5,418.00	5,688.90	5,973.33
M45	TRAFFIC SIGNAL ELECTRICAL INSP	4,680.25	4,914.24	5,160.00	5,418.00	5,688.90	5,973.33
M51	ENGINEERING TECH III	4,874.81	5,118.59	5,374.54	5,643.26	5,925.42	6,221.66
M51	PARK PLANNER	4,874.81	5,118.59	5,374.54	5,643.26	5,925.42	6,221.66
M51	PLANNER III	4,874.81	5,118.59	5,374.54	5,643.26	5,925.42	6,221.66
M51	WRD ENGINEERING TECH III	4,874.81	5,118.59	5,374.54	5,643.26	5,925.42	6,221.66
M60	ELECTRICAL INSPECTOR	4,882.68	5,126.80	5,383.14	5,652.32	5,934.90	6,231.66
M60	PLUMBING INSPECTOR	4,882.68	5,126.80	5,383.14	5,652.32	5,934.90	6,231.66
M60	STRUCTURAL/MECH INSPECTOR	4,882.68	5,126.80	5,383.14	5,652.32	5,934.90	6,231.66
M65	PLANS EXAMINER II	4,929.84	5,176.32	5,435.14	5,706.94	5,992.27	6,291.86
M66	PLANNER IV	5,066.82	5,320.17	5,586.20	5,865.48	6,158.76	6,466.71
M70	ENG CHIEF OF FIELD SURVEY	5,162.86	5,421.02	5,692.13	5,976.69	6,275.53	6,589.29
M70	CHIEF CONSTRUCTION INSPECTOR	5,162.86	5,421.02	5,692.13	5,976.69	6,275.53	6,589.29
M70	ENGINEERING TECH IV	5,162.86	5,421.02	5,692.13	5,976.69	6,275.53	6,589.29
M80	GIS COORDINATOR	5,881.42	6,175.47	6,484.25	6,808.45	7,148.88	7,506.29

**DIFFERENTIALS**

An employee is eligible for a maximum of 10% differential under the provisions of this exhibit.

The City shall pay a differential up to 5% to employees who are bilingual in Spanish and pass the City’s language test.

All Administrative Support Staff Grade M30 and below <sup>1</sup>	Administrative Professional via International Assoc. of Admin. Professionals – IAAP or Business Asst. Certificate (RCC) or other approved program. 2.5%
Building and Engineering Permit Staff Grade M30 and below	International Code Council Permit Technician Certificate – 2.5%
All Staff Grade M35 and below	Associate’s Degree – 2.5% Bachelor’s Degree – 5% (non-cumulative)
All Staff – Grade M35 and above	Master’s Degree – 5%
Traffic Signal Electrical Inspector	International Municipal Signal Assoc. Traffic Signals Level II Certification – 2.5%
Data Base Technician Engineering Technician I, II, and III Planner II, III and IV GIS Coordinator	GIS Professional Certification – 2.5%
Planner I through IV	AICP Certificate – 5% Certificate in Flood Management (CFM)- 5%
Parks Planner III	Oregon Landscape Contractor or Landscape Architect License – 5%
Engineering Tech II	Bachelor’s Degree in Civil Engineering or Surveying, FE or FS Certificate – 5%
Engineering Tech III and IV	FE or FS Certificate, Professional Engineer or LS – 5%
Residential Inspector/Plans Examiner I	Bachelor’s in Engineering or FE Certificate – 5%
Plans Examiner II Electrical Inspector Plumbing Inspector Structural/Mechanical Inspector Traffic Signal Electrical Inspector	Professional Engineer Registration – 5%

See Table 1 on the following page for additional differentials.

<sup>1</sup> Except for existing employee (Kelly Nokes) who is grandfathered at 5% so long as she maintains her certification.

A 5% differential is available for any of the following additional certifications not required by each position classification specification for the positions shown in Table 1 below.

**TABLE 1**

	<b>Minimum Certifications</b>	<b>Certification within 12 months of hire</b>	<b>Additional Certifications</b>
<b>Plans Examiner II</b>	CAX PEA	CAS PEF	CAE CAP MIA SIA
<b>Structural/Mechanical Inspector</b>	CAS SIA OIC	CAX	CAE CAP MIA PEA PEF
<b>Plumbing Inspector</b>	PI OIC	MGI	CAE CAS MIA PEA SIA
<b>Electrical Inspector</b>	EI OIC		CAP CAS MIA PEA SIA
<b>Residential Inspector/Plans Examiner I</b>	CAS CAX OIC		CAE CAP MIA SIA PEF
<b>Traffic Signal Electrical Inspector</b>	GJE	CTSI	EI

**KEY**

- CAE: Residential Electrical Inspector
- CAP: Residential Plumbing Inspector
- CAS: Residential Structural/mechanical Inspector
- CAX: Residential Plans Examiner
- CTSI: ODOT Traffic Signal Inspector
- EI: Electrical Specialty Code Inspector
- GJE: General Journeyman Electrician
- MIA: Mechanical Inspector A-Level
- MGI: Medical Gas Plumbing Inspector
- OIC: Oregon Inspectors Certification
- PEA: Structural Plans Examiner A-Level
- PEF: Fire and Life Safety Plans Examiner
- SIA: Structural Inspector A-Level

**EXHIBIT B**  
**DIVISION LISTING**

The following is a list of Divisions as defined in DEFINITIONS:

Building Safety

Planning

Public Works Operations  
Regional Water Reclamation  
Engineering & Development  
Utility Billing Services

Parks & Recreation  
Facilities Management

Finance  
Municipal Court

Fire Administration